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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH

SADDLEBACK VALLEY EDUCATORS ASSOCIATION

JULY 1, 2012 – JUNE 30, 2013

BOARD RATIFICATION: June 12, 2012

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE I RECOGNITION AGREEMENT

1 ARTICLE I RECOGNITION AGREEMENT

2 Section 1. Parties to the Agreement

3 A. The Saddleback Valley Unified School District (“District”) recognizes the Saddleback
4 Valley Educators Association (“Association”), affiliated with the California Teachers
5 Association/National Educators Association, as the exclusive representative for
6 purposes defined in Section 3540.1 (e) of the California Government Code.

7 B. The following certificated employees shall be members of the bargaining unit:
8 Temporary, probationary, and Permanent Classroom Teachers, Guidance Specialists
9 and all other certificated employees excluding Counselors, Psychologists, Speech
10 and Language Specialists, Substitute Teachers, and those positions designated per
11 Government Code Section 3540.1 as Supervisory, Confidential, and Management
12 employees.

13 C. The Association agrees that the unit is appropriate and that it will not seek a
14 clarification or amendment of the unit, either as to the specific exclusions or the
15 enumerated inclusions, prior to June 30, 2012 or the duration of any subsequent
16 contract.

17 D. This Agreement shall remain in full force and effect from July 1, 2012 up to and
18 including June 30, 2013. Thereafter, this Agreement shall continue in effect year-by-
19 year unless one of the parties notifies the other in writing no later than March 1 of the
20 year in which the contract is to expire, or March 1 of any subsequent year, of its
21 request to modify, amend, or terminate the Agreement. In the event that a
22 contractual issue of immediate or pressing concern arises during the period of this
23 Agreement, the parties agree to meet for the purpose of negotiating a resolution to
24 said issue.

25 E. When timely notice is provided in Section 1.D of this Article, it is expressly
26 understood that the Association and the District shall meet and negotiate on matters
27 within the scope of representation. The scope of representation shall expressly
28 include: wages, hours of employment, health and welfare benefits as defined by

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE I RECOGNITION AGREEMENT

1 Section 53200 of the Government Code, leave and transfer policies, safety conditions
2 of employment, class size, procedures to be used for the evaluation of employees,
3 organizational security, and procedures for processing grievances.

4 Section 2. Terms of Agreement

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

9 B. Completion of Bargaining

10 During the term of this Agreement, the District and the Association expressly waive
11 and relinquish the right to meet and negotiate and agree that neither shall be
12 obligated to meet and negotiate, with respect to any subject or matter referred to or
13 covered in this Agreement or any subject or matter proposed and later withdrawn.

14 C. Savings

15 If any provision of this Agreement is held to be contrary to law by a court of
16 competent jurisdiction, such provision will not be deemed valid and subsisting except
17 as permitted by law, but all other provisions shall continue in full force and effect.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE II DEFINITIONS

1 ARTICLE II DEFINITIONS

2 A. "Certificated Hourly Rate of Pay" for 2012-2013 and beyond shall be .10904% of the
3 primary salary factor.

4 B. "Daily Rate" or "per diem rate" shall be the employee's annual salary divided by 184
5 days for the balance of the contract.

6 C. "Day" is defined as a day in which the District office is scheduled to be open.

7 D. "Domestic Partnership" means both persons have filed a Declaration of Domestic
8 Partnership with the Secretary of the State of California pursuant to Section 298 of
9 the Family Code and for whom that partnership is still valid.

10 E. "Employee" shall mean those certificated persons for whom the Association is
11 recognized as the exclusive representative and is covered by the terms and
12 provisions of this contract.

13 F. "Evaluator" means the immediate supervisor or the individual who is not a member of
14 the bargaining unit designated by the immediate supervisor to evaluate the
15 employee's performance.

16 G. "Grievance" is a formal written allegation that there has been a misapplication of a
17 specific provision of this Agreement.

18 H. "Immediate Supervisor" is the principal or other management employee of the District
19 having immediate jurisdiction over the employee and who has been designated to
20 adjust a grievance.

21 I. "Immediate Family" means the employee's spouse or domestic partner, and the
22 mother, mother-in-law, mother of the domestic partner, father, father-in-law, father of
23 the domestic partner, sister, brother, grandmother, or grandfather of the employee,
24 the employee's spouse or the employee's domestic partner, former guardian,
25 grandchild, son, son-in-law, daughter, daughter-in-law of the employee, the
26 employee's spouse or employee's domestic partner living in the immediate household
27 of the employee, step-mother, step-father, a step-child, or step-grandchild. A person
28 who has served for an extended period of time in the capacity of the parent but not

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE II DEFINITIONS

- 1 designated as a legal guardian will be considered as a member of the immediate
2 family.
- 3 J. "Instructional Time" means the amount of time in the regularly scheduled day of
4 instruction including class periods and passing time, excluding nutrition break,
5 recess, or any other release time.
- 6 K. "Minimum Day" means the amount of instructional time at the applicable grade level
7 required to receive state funding for students in attendance.
- 8 L. "Personnel File" means the file supervised and maintained by the manager of the
9 Certificated Personnel Services at the District's central office.
- 10 M. "Release Time" means the time that an employee is released from regular duties
11 without loss of pay to perform District-approved activities as provided for in the
12 Agreement.
- 13 N. "Representative" means a person(s) selected by the employee or Association to
14 represent that employee or Association.
- 15 O. "Posting" means notification of an available position in the District's website.
- 16 P. "Primary Contact Staff" means that employee who has direct responsibility for the
17 education and supervision of students assigned to him/her.
- 18 Q. "Reassignment" means the movement of a K-6 employee from one grade
19 level/program to another grade level/program within the same school, or a 7-12
20 employee from one department to another department within the same school.
- 21 R. "Seniority of an Employee" shall, for the purposes of this Agreement only and for no
22 other purposes, mean the first date of paid service in a probationary position in the
23 District. An authorized leave of absence shall not constitute a break in service.
- 24 S. "Secondary" means those schools which have the teaching responsibility for students
25 in Grades 7 through 12.
- 26 T. "Special Education" per Section 56031 of the Education Code is defined as specially
27 designed instruction to meet the unique needs of individuals with exceptional needs

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE II DEFINITIONS

1 whose educational needs cannot be met with modification of the regular instructional
2 program as agreed to on an Individualized Education Program (IEP).

3 U. “Transfer” means the movement of an employee, either employee-initiated or
4 administrator-initiated, from one school or geographical location to another school or
5 geographical location.

6 V. “Employee-Initiated Transfer” means a transfer which is requested by an employee
7 in writing on a form designating the request as an employee-initiated request.

8 W. “Administrator-Initiated Transfer” means a transfer of an employee which is
9 initiated by the immediate supervisor or the Superintendent or his/her
10 designee.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE III MANAGEMENT RIGHTS

1 ARTICLE III MANAGEMENT RIGHTS

2 Section 1. District Rights

3 A. It is understood and agreed that the Board retains all of its power and authority to
4 direct, manage, and control the District to the full extent of the law. Included in, but
5 not limited to, those duties and powers are the exclusive right to: determine its
6 organization; direct the work of its employees; determine the times and hours of
7 operations; determine the kinds and levels and services to be provided, and the
8 methods and means of providing them; establish its educational policies, goals, and
9 objectives; insure the right and educational opportunities of students; determine
10 staffing patterns; determine the number and kinds of personnel required; maintain the
11 efficiency of District operations; determine the curriculum; build, move, or modify
12 facilities; establish budget procedures and determine budgetary allocations;
13 determine the methods of raising revenue; and contract out work. In addition, the
14 Board retains the right to hire, classify, assign, evaluate, promote, terminate, and
15 discipline employees.

16 B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by
17 the District, the adoption of policies, rules, regulations and practices in furtherance
18 thereof, and the use of judgment and discretion in connection therewith, shall be
19 limited only by the specific and express terms of this Agreement, and then only to the
20 extent such specific and express terms are in conformance with the law.

21 Section 2. No-Strike Clause

22 A. Responsibilities of the Association and Educators: It is agreed and understood that
23 there will be no strike, work stoppage, slow-down, picketing (either primary or
24 sympathetic) or recognition of such picket lines, or refusal or failure to fully and
25 faithfully perform job function and responsibility, or other interference with the
26 operations of the District by the Association or by its officers, agents, or members
27 during the term of this Agreement. It is expressly understood that in the event this
28 subsection is violated by the Association, or any of its officers, agents, or members

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE III MANAGEMENT RIGHTS

1 acting under cover of authority of the Association, the District shall have the right to
2 withdraw any of the rights, privileges, or services provided to the Association under
3 the terms of this Agreement.

4 B. Support of this Agreement: The Association recognizes the duty and obligation of its
5 representatives to comply with the provisions of this Agreement and to make every
6 effort toward inducing all employees to do so.

7 C. Nothing herein is either to encourage or prohibit lawful concerted activities by the
8 Association at public meetings of the Board.

9 Section 3. Miscellaneous

10 A. No privileges, compensation or benefits of any kind in excess of those specifically set
11 forth in this Agreement are required to be granted to employees. However, the Board
12 may at its discretion voluntarily extend such hereafter. The Board will not utilize this
13 provision to implement a program of merit pay during the term of this Agreement.

14 B. As per its past practice, management, supervisory, and non-bargaining unit personnel
15 shall not be restricted from performing work normally performed by employees in the
16 bargaining unit.

17 C. Any matters contained herein imposing obligations on the Board which are without
18 the scope of bargaining as defined in Government Code Sections 3540 et seq., shall
19 have the same effect as, and be considered as, Board Policy, not as negotiated
20 provision. Board policy on such matters will only be amended, modified, or repealed
21 after following its procedures for formal hearing, etc.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE IV ASSOCIATION AND INDIVIDUAL RIGHTS

1 ARTICLE IV ASSOCIATION AND INDIVIDUAL RIGHTS

2 Section 1. Association Rights

3 A. No employee shall suffer any reprisal because of legal or ethical Association activity
4 or refusal to engage in such activity provided such activity is not in violation of this
5 Agreement.

6 B. The Association and its members shall have the right to make use of buildings under
7 the control of the District in accordance with the provisions of Education Code Section
8 40040 (Civic Center Act), as determined by governing board policy.

9 C. The District will furnish the Association with non-confidential information requested,
10 such as budgetary information, staffing ratios, etc. Access to non-confidential
11 information shall be provided in the manner governed by law. Information requested
12 will be given within a time constraint which is reasonable.

13 D. The District will furnish the Association with a complete agenda for each regular
14 meeting of the Board of Education, excluding executive sessions, Rodda Act
15 sessions, and personnel items. Agendas will be furnished at least 48 hours before
16 regular Board meetings.

17 E. The Association shall have the right to post notices of activities and matters of
18 Association concern on a bulletin board in each school in the District. The Association
19 may use employee mail boxes for communication to employees.

20 F. Authorized representatives of the Association shall be permitted to transact official
21 Association business on school property at reasonable times, provided that there
22 shall be no interruption or interference with activities conducted in conformance with
23 the purpose for which the school exists.

24 G. The Association shall receive a copy of all adopted policies of the Board of Education,
25 all Administrative Regulations, all SVUSD insurance plan Evidence of Coverages,
26 and the SVUSD Plan Document. Any changes to these documents shall be
27 communicated to the Association in writing within ten (10) business days of
28 completion/receipt.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE IV ASSOCIATION AND INDIVIDUAL RIGHTS

- 1 H. The District shall provide each school with one copy of proposed policies at the time
2 they first go to the Board of Education within a regular agenda. A copy of the
3 proposed policy will be made available to the Association representative at the
4 school. The Association representative will have the responsibility for dissemination
5 of said proposed policy. A District policy book will be maintained in each school and
6 be available for employee's review and perusal.
- 7 I. The Association building representative or his/her designee will be a member
8 ex-officio of the principal's deliberative body.
- 9 J. Unless there is an emergency, the District shall refrain from scheduling District-called
10 or principal-called meetings involving the teaching staff on Tuesday after the regular
11 school day, making this time available for meetings of the Association.
- 12 K. The District shall grant a reasonable amount of release time for members of the
13 Association as designated by the President for the purpose of meeting and
14 negotiating during the six months prior to the expiration of this contract. These days
15 shall be scheduled by mutual agreement in advance between the District and the
16 Association.
- 17 L. Names, addresses, and telephone numbers of all bargaining unit members shall be
18 provided the Association no later than December 1 of each school year.
- 19 M. The Association Building Representative, upon request, shall be granted a minimum
20 of ten minutes at the conclusion of regular faculty meetings for Association
21 announcements.
- 22 N. Association Release Time
- 23 1. The Association President shall receive release time equivalent to two periods
24 per day or two days per week.
- 25 2. A second officer of the Association shall receive release time equivalent to one
26 period per day or one day per week.
- 27 3. A third officer of the Association shall receive release time equivalent to one
28 period per day or one day per week.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE IV ASSOCIATION AND INDIVIDUAL RIGHTS

1 4. Each of the above named officers of the Association will select the method of
2 release time, prior to the start of school, subject to the approval of the
3 Superintendent.

4 5. The Association President and the above mentioned officers shall not be
5 considered in staffing ratio on the secondary (7-12) level.

6 6. A total of thirty (30) release days per year may be used by the Association
7 officers and representatives; substitute cost to be paid by the Association.
8 These release days are in addition to those granted by the District for Contract
9 negotiations and maintenance.

10 O. The members of the Representative Council will not, during their term of office, be
11 assigned any additional duties, e.g., duty schedules, social chairperson, in charge of
12 physical education equipment, etc., unless they volunteer.

13 P. Whenever a question arises as to the seniority of an employee, the District shall
14 furnish the Association with a current seniority list listing the first date the employee
15 rendered paid service in a bargaining unit position to the District.

16 Q. An individual member shall not use electronic district resources, including District
17 email and distribution lists and/or WEB sites, for the purpose of communicating
18 opinions or information about matters being discussed at the bargaining table
19 concerning wages, salaries or working conditions of the bargaining unit. Bargaining
20 unit members shall adhere to the District's Internet Use Agreement.

21 Section 2. Individual Rights

22 A. Personal and Academic Freedom

23 1. The private life of an employee is not within the appropriate concern or attention
24 of the Board, except as it may directly prevent the person from properly
25 performing his/her assigned functions during the work day, provided, nothing
26 herein shall preclude dismissal or suspension for conduct specified in the
27 Education Code.

28 2. Employees shall be entitled to full rights of citizenship and neither religious nor

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE IV ASSOCIATION AND INDIVIDUAL RIGHTS

1 political activities of any employee nor lack thereof, will be grounds for any
2 discipline or discrimination with respect to the professional employment of such
3 employees provided said activities are not violative of the law, or violative of the
4 provisions of this Agreement, or not inimical to their professional performance.

5 3. Employees shall have academic freedom in the delivery of instruction of State
6 and Board adopted curriculum insofar as that academic freedom is exercised
7 judiciously and insofar as appropriate measures are taken to present
8 controversial issues in a manner that does not impose the employee's personal
9 bias.

10 4. There shall be no discrimination with regard to the sex of an employee when
11 determining class composition.

12 5. There shall be no discrimination with regard to marital status of an employee
13 when applying the transfer/reassignment provisions of this Agreement, provided,
14 however, the District may take into account any impact upon the operations of
15 the District which might result in any employee being supervised or acting as a
16 supervisor of the employee's spouse.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE V ORGANIZATIONAL SECURITY

1 ARTICLE V ORGANIZATIONAL SECURITY

2 Section 1.

3 The District and the Association recognize the rights of employees to freely form, join, and
4 participate in activities of the employee organization.

5 Section 2.

6 The District shall deduct dues from the wages of all employees who are members of the
7 Association as of the effective date of this Article, or who may later sign and deliver to the
8 District an authorization form authorizing the deduction of unified membership dues,
9 initiation fees, and general assessments in the Association.

10 Section 3.

11 A. Pursuant to the signed authorization card, the District shall deduct one tenth (1/10) of
12 the unified dues from the regular salary check of the employee each month for ten
13 (10) months. Deductions for employees who sign such authorization after the
14 commencement of the school year shall be appropriately pro-rated to complete
15 payments by the end of the school year.

16 B. Pursuant to the signed authorization card, the District shall deduct three dollars
17 (\$3.00) from each paycheck of each adult education teacher who is not also a
18 teacher within the District.

19 Section 4.

20 Employees within thirty (30) days from the date they commence their assigned duties shall
21 either become members of the Association or pay to the Association a service fee in an
22 amount equal to unified membership dues, initiation fees, and general assessments. No
23 portion of this service fee shall be used for political purposes. Payment of such fees shall
24 be made either by monthly payroll deductions or by cash payment directly to the
25 Association in one lump-sum within thirty (30) days of the effective date of employment on
26 or before October 1. In the event that an employee shall not pay such fee directly to the
27 Association, the Association shall notify the District of said failure to pay and the District
28 shall begin automatic payroll deduction as provided for in Section 45061 of the California

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE V ORGANIZATIONAL SECURITY

1 Education Code. There shall be no charge to the Association for mandatory service fee
2 deduction. The amount of the fee to be deducted shall not be changed more than two (2)
3 times during the course of the year.

4 Section 5.

5 The District shall not make service fee deductions from employees who are in unpaid
6 status but shall deduct a pro-rata share of the service fee for part-time employees who
7 have not become members of the Association.

8 Section 6.

9 Employees who are members of a religious body whose teachings or tenets include
10 objections to joining or financially supporting employee organizations shall not be required
11 to join or financially support the Association; except that such employees shall have
12 deducted, in lieu of the service fee, a sum equal to such service fee to be paid to either the
13 "United Way Fund" or the "Saddleback Valley Educational Foundation", or the "Boy or Girl
14 Scouts of America". Such employees shall submit annually to the Association a written
15 request for exemption. If a reasonable doubt exists as to the validity of the employee's
16 membership in the stated religious body, the employee shall submit written verification of
17 membership from the religious body.

18 Section 7.

19 Nothing in this Agreement shall be construed as to prohibit any employee from making
20 direct payments to the Association upon written notice to the District and the Association.

21 Section 8.

22 The District agrees to promptly remit all dues or service fees to the Association along with
23 the alphabetical list of the employees for whom such deductions have been made,
24 categorizing them as to member or non-member of the Association, and indicating any
25 change in personnel from the list previously furnished.

26 Section 9.

27 The Association agrees to furnish any information needed by the District to fulfill the
28 provisions of this Article.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE V ORGANIZATIONAL SECURITY

1 Section 10.

2 The Association agrees to indemnify and hold the District harmless regarding any legal
3 claim arising out of this agency fee provision subject to the following:

4 A. The Association agrees to pay to the District all legal cost incurred in defending
5 against any court action and/or administrative action before PERB challenging the
6 legality or constitutionality of the Organizational Security provisions of this Agreement
7 or their implementation.

8 B. The Association shall indemnify the District for any judgment for damages or other
9 liability incurred as a result of an action brought and sustained against the
10 organizational Security provisions of this Agreement or its implementation.

11 C. The Association shall have the exclusive right to decide and determine whether any
12 such action or proceeding referred to in Section 10.A. or B of this Article, shall or shall
13 not be compromised, resisted, defended, or appealed.

14 Section 11.

15 The provisions of this Article relating to representation fee shall become null and void in
16 the event of any violation of the No-strike provisions of the Agreement.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VI CLASS SIZE

1 ARTICLE VI CLASS SIZE

2 Section 1. Class Size Determination

3 A. The average class size shall be as follows:

4	K	31 - 1
5	1 - 3	29 - 1
6	4 - 6	32 - 1
7	7 - 8	33.4 - 1
8	9 - 12	33.9 - 1

9 B. A school is eligible to add an additional employee whenever the average class size of
10 that school is .35 or more above. A principal may request equivalent funds for
11 alternative staffing patterns. (See Appendix A for "Class Size Compliance Charts" for
12 application of formula). A school that is eligible to add an additional employee, shall,
13 within two days of eligibility, receive a substitute teacher until a permanent teacher is
14 hired.

15 1. When an elementary school becomes eligible to add an additional employee
16 after March 1, the Principal shall consult with the teachers of the affected grade
17 level to determine the appropriate staffing pattern.

18 C. In relation to class size, mainstreaming of identified special education students will be
19 done equitably whenever possible.

20 D. At all intermediate and secondary schools, except Silverado, an additional one-fifths
21 (1/5) teacher shall be added for each block of thirty-one (31) students or portion
22 thereof who are placed on a seven-period instructional day. The .35 factor shall also
23 apply to this calculation. Students enrolled in CROP or Independent Study shall not
24 be counted in that calculation.

25 E. It is recognized that class sizes at various grade levels and in different instructional
26 areas cannot be identical.

27 F. The following certificated employees shall not be considered in staffing ratio:

28 1. Counselors

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VI CLASS SIZE

- 1 2. Librarians
- 2 3. Nurses
- 3 4. Special Education Teachers (Resource Specialist - RSP; Teachers of Mild to
- 4 Moderate Non-Severe Classes - NS; Teacher's of Moderate to Severe Classes -
- 5 SH), Speech and Language Specialists, and Reading Teachers
- 6 5. Administrative Interns assigned full-time to administrative duties
- 7 6. Television Teachers and Directors
- 8 7. Psychologists
- 9 8. Music Specialists
- 10 9. Physical Education Specialists
- 11 10. Work Experience
- 12 11. 4 - 6 Equalization Teachers
- 13 12. Guidance Services Specialist - District and School
- 14 13. District Health Services Specialist
- 15 14. Military Instructors
- 16 15. Periods assigned for OCAD and DELPHI teachers
- 17 16. District Librarian/Media Specialist
- 18 17. Opportunity Teachers
- 19 18. Other support personnel as determined by the District

20 G. As students are assigned to a combination class, every possible effort will be made to
21 limit the range of ability levels of the students in the combination class.

22 H. In relation to class formation at the elementary level, placement of students will be
23 done on an equitable basis whenever possible.

24 Section 2. Health Services

25 Services and duties to be rendered during the normal workday for nurses include, but are
26 not limited to health appraisal for students; emergency care for students and staff;
27 counseling for students and parents; disease prevention and control; health instruction and
28 consultation for students, parents, and other staff health related welfare responsibilities;

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VI CLASS SIZE

1 committee assignments; faculty and District meetings; professional self-improvement; in-
2 service training for other staff, agency relationships; organizational maintenance; and
3 other assignments determined by the Board to be necessary for the efficient and effective
4 operations of the school district.

5 Section 3. Librarians

6 Services and duties to be rendered during the normal workday for librarians include, but
7 are not limited to selection, ordering and processing of books, periodicals, pamphlets and
8 all other instructional media; instruction of teachers, students, parents, assistants, and
9 volunteers; general library supervision; participation as a resource person in planning;
10 supervision and direction of records, circulation, inventory, shelving and storage of
11 materials; selection of materials for repair, replacement and removal; adequate
12 preparation and professional improvement; attendance at required meetings; available for
13 student, parent, and teacher conferences; and other assignments determined by the
14 Board to be necessary for efficient and effective operation of the school district.

15 A. The normal workday shall be seven (7) contiguous periods and shall include one
16 period free of student contact. When the master schedule is being planned for the
17 following year, the librarian may request a specific free period.

18 B. The librarian shall have the freedom to leave school when not responsible for student
19 supervision.

20 C. Librarians shall not be assigned non-instructional supervision of students except in
21 the library.

22 D. The student-contact free period shall be utilized by the librarian to perform duties
23 relative to the effective operation of the library.

24 Section 4. Special Education Assignments

25 A. All special education teachers shall have three (3) release days during the school
26 year for I.E.P.'s. In addition, all special education teachers shall receive two (2)
27 release day per year for the purpose of completing documents and records (not to
28 include I.E.P.'s and/or participating in staff development activities.)

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VI CLASS SIZE

1 B. The released employee shall be required to be on duty on those days he/she is
2 released for the above stated purposes.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

1 ARTICLE VII EVALUATION PROCEDURES

2 Section 1. Purpose of Evaluations

3 The purpose of the evaluation is to insure that quality instruction is provided to students
4 through a uniform system of assessment that also encourages the continued professional
5 growth and development of teachers and other certificated employees (i.e., Guidance
6 Specialists/Counselors, Nurses, and non-classroom assigned teachers). This evaluation
7 system addresses the following goals:

- 8 1. To confirm the quality of education within the District
- 9 2. To improve the effectiveness of teachers and other certificated employees
- 10 3. To validate and recognize exemplary performance
- 11 4. To provide a basis for professional growth and development
- 12 5. To supply information pertinent to teaching assignments and duties of other
13 certificated employees

14 The District's uniform system of evaluation of teachers and other certificated employees
15 shall be aligned with the applicable standards of each professional group:

16 Teachers – The evaluation shall be aligned with the six (6) California Standards for
17 Teaching Profession (CSTP).

18 Guidance Specialists/Counselors – The evaluation shall be aligned with six (6) applicable
19 portions of the California Standards for the School Counseling Profession.

20 Nurses – The evaluation shall contain five (5) standards adapted from the National
21 Standards for School Nurse Profession.

22 An additional standard, Professional Expectations, has been added to each evaluation
23 form to include District and school policies and procedures. Another additional/optional
24 District Standard has been added for other non-classroom certificated employees (TOSA
25 or District created position that is not part of the SVEA/SVUSD Collective Bargaining
26 Agreement and for which a teacher has been released from the classroom on a part-time
27 or full-time basis). Together, these standards represent a developmental, holistic view of
28 the assignment, and they are intended to meet the needs of diverse teachers and other

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

1 certificated employees as well as students in the district.

2 A copy of the Standards and the District's additional Standards are included in Appendix C
3 of this Agreement.

4 Section 2. Definitions for Purposes of the Article:

5 1. Principal or evaluator: The certificated administrator who is designated to evaluate a
6 teacher or other certificated staff.

7 2. Evaluation: A formal written evaluation, utilizing the applicable District Evaluation
8 Form.

9 3. Standards: The California Standards for the Teaching Profession, the applicable
10 portions of the California Standards for the School Counseling Profession, or the
11 adapted portions of the National Standards for School Nurse Profession, and the
12 additional District standard on Professional Expectations for teachers and other
13 certificated employees, and the additional, optional District Standard for non-
14 classroom employees.

15 4. Scheduled Formal Classroom Observation: A classroom visitation that results in a
16 written classroom observation by the evaluator, utilizing the District's Classroom
17 Observation Form. (No observation is conducted for guidance specialists/counselors
18 or nurses.) The scheduled formal classroom observation shall be conducted at a time
19 that is mutually agreed to by the teacher and the evaluator. The scheduled formal
20 classroom observation may include a pre-observation conference and shall include a
21 post observation conference between the teacher and the evaluator.

22 5. Unscheduled Formal Classroom Observation: A classroom visitation that results in a
23 written classroom observation by the evaluator, utilizing the District's Classroom
24 Observation Form. (No observation is conducted for guidance specialists/counselors
25 or nurses.) The unscheduled formal classroom observation does not require the
26 evaluator to pre-schedule the observation with the teacher. The unscheduled formal
27 classroom observation requires a post-observation conference between the teacher
28 and the evaluator, but does not require a pre-observation conference.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

- 1 6. Off-cycle Year: The year during which a permanent teacher or other certificated
2 employee is not evaluated.
- 3 7. On-cycle Year: The year during which a permanent teacher or other certificated
4 employee is evaluated.
- 5 8. Alternative Evaluation Program: A program enabling a permanent teacher who has
6 consistently met the Standards to participate in an alternative evaluation program in
7 lieu of scheduled formal classroom observations.
- 8 9. Rating of "Does not meet standard": This rating indicates performance is
9 unsatisfactory as that term is used in Education Code section 44664.
- 10 10. Forms to be used in the evaluation of teachers, as required by this Article:
11 a. Annual Personal and Professional Goals form
12 b. Pre-Observation form
13 c. Classroom Observation form
14 d. Certificated Evaluation form
- 15 Forms to be used in the evaluation of guidance specialists/counselors, as required by this
16 Article:
17 a. Annual Personal and Professional Goals form
18 b. Guidance Specialist/Counselor Evaluation
- 19 Forms to be used in the evaluation of nurses, as required by this Article:
20 a. Annual Personal and Professional Goals form
21 b. Certificated School Nurse Evaluation
- 22 Forms to be used in the evaluation of other non-classroom certificated employees (TOSA
23 or District created position that is not part of the SVEA/SVUSD Collective Bargaining
24 Agreement and for which a teacher has been released from the classroom on a part-time
25 or full-time basis):
26 a. Annual Personal and Professional Goals form
27 b. Certificated Evaluation with Optional Standard 8 – If a teacher is released for
28 a part-time assignment, the teacher may choose to be evaluated only on his/her classroom

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

1 assignment (Sections 1 through 7) or his/her non-classroom assignment (Section 7 and 8)
2 A copy of the Annual Personal and Professional Goals form is included in Appendix B of
3 this Agreement. A copy of each of the Certificated Evaluation forms is included in
4 Appendix C of this Agreement.

5 Section 3. Evaluation System:

6 The following evaluation system has been developed and shall be implemented according
7 to the timelines in this Agreement.

- 8 1. Each year the Principal shall review the evaluation system with all teachers and other
9 certificated employees. A teacher or other certificated employee may request an
10 alternate evaluator assignment in rare or compelling circumstances. If a teacher or
11 other certificated employee is on a long-term leave during a scheduled evaluation
12 year, he/she shall be evaluated in the year he/she returns from leave.
- 13 2. Each year the teacher or other certificated employee will complete the Annual
14 Personal and Professional Goals form provided by the District and submit it to the
15 Principal.
- 16 3. The evaluation of teachers shall not include the use of publisher's norms established
17 by the standardized tests. Student performance on standardized tests shall not be
18 used as part of the evaluation of teachers. The published results of such tests shall
19 contain no reference to teachers.
- 20 4. If the evaluator believes that a teacher's or other certificated employee's performance
21 does not meet the standards, he/she or the teacher or other certificated employee
22 may elect to have another administrator with expertise in the discipline or grade level
23 in which the teacher is currently teaching do one or more classroom observations.
- 24 5. Temporary and Probationary teachers and other certificated employees shall:
 - 25 a. All: Submit annual personal and professional goals to the evaluator.
 - 26 b. Teachers: Submit a completed Pre-Observation form to the evaluator prior to
27 each scheduled formal classroom observation.
 - 28 c. Teachers: Receive at least two scheduled formal classroom observations with a

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AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

- 1 post-observation conference following each classroom observation. In the event
2 a classroom observation is post-poned by the evaluator, the teacher is not
3 required to submit an additional Pre-Observation form.
- 4 d. All: Submit a summary of progress on the Annual Personal and Professional
5 Goals form to the evaluator.
- 6 e. All: Receive an annual evaluation.
- 7 f. All: Participate in an end-of-year conference with the evaluator to review the
8 annual evaluation.
- 9 6. Permanent teachers and other certificated employees on cycle shall:
- 10 a. All: Submit annual personal and professional goals to the evaluator.
- 11 b. Teachers: Receive at least one scheduled or unscheduled formal classroom
12 observation with a post conference following the observation or participate in an
13 alternative evaluation program.
- 14 c. Teachers: Alternative Evaluation Program: This program enables a permanent
15 teacher who has received a rating of “meets standard” on all of the Standards to
16 participate in an alternative evaluation program in lieu of classroom
17 observations. The teacher and the evaluator shall mutually agree to the form of
18 the alternative evaluation. The alternative evaluation program is designed to
19 increase opportunities for professional growth. Examples of evaluation options
20 under this program include collaborative projects, portfolios, peer coaching,
21 curricular project, reflective journal, or classroom action research. The
22 evaluation timelines for teachers in the alternative evaluation program shall be
23 the same as provided in Section 4 of this Article. Teachers may participate in
24 the alternative evaluation program no more than every other evaluation cycle.
- 25 d. All: Submit a summary of progress made on the Annual Personal and
26 Professional Goals form to the evaluator at the end of the year.
- 27 e. All: Receive an end of year evaluation.
- 28 f. All: Participate in an end-of-year conference with the evaluator to review the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VII EVALUATION PROCEDURES

1 evaluation.

2 7. Permanent teachers and other certificated employees off-cycle shall:

3 a. All: Submit annual personal and professional goals to the evaluator.

4 b. All: Submit a summary of progress on the Annual Personal and Professional
5 Goals form to the evaluator.

6 c. All: When off-cycle, there are no formal classroom observations, and no year-
7 end evaluation. Off-cycle teachers and other certificated employees will,
8 however, submit annual goals and a year-end report to their designated
9 evaluator.

10 8. Permanent teachers and other certificated employees who have received a rating in
11 the previous evaluation of “partially meets standard“ on any of the standards 1
12 through 5 or teachers or other certificated employees who has received a rating of
13 “does not meet standard” on standard 6 or 7 shall:

14 a. All: Submit annual personal and professional goals to the evaluator. The
15 evaluator shall include additional goals as necessary to assist the employee in
16 meeting the standards.

17 b. Teachers: Submit a completed Pre-Observation form to the evaluator prior to
18 each scheduled formal observation. In the event a classroom observation is
19 post-poned by the evaluator, the teacher is not required to submit an additional
20 Pre-observation form.

21 c. Teachers: Receive at least two scheduled formal classroom observations each
22 year with a post-observation conference following each observation.

23 d. All: Submit a summary of progress made on the Annual Personal and
24 Professional Goals form to the evaluator at the end of the year.

25 e. All: Receive an annual evaluation until a rating of “meets standards” in all of the
26 standards is received on the evaluation.

27 f. All: Participate in an end-of-the-year conference with the evaluator to review the
28 evaluation.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VII EVALUATION PROCEDURES

1 9. Permanent teachers and nurses who have received a rating of “does not meet
2 standards” in any of the standards 1 through 5 on the evaluation and guidance
3 specialists/counselors and other certificated employees who have received a rating of
4 “does not meet standards” in any of the standards 1 through 6 on the evaluation may
5 be referred to participate in Peer Assistance and Review in accord with Article XIV of
6 this Agreement for the following school year. If the principal does not refer the
7 employee to Peer Assistance and Review, the employee shall be subject to the
8 provisions in Section 3.8 of this Article.

9 10. Permanent teachers and other certificated employees who have been employed in
10 the District teaching position or assignment for at least ten (10) years, are NCLB
11 qualified (if teaching in a position that requires such qualification) and who have met
12 all standards on the previous evaluation may be on-cycle for evaluation every four (4)
13 years, provided the teacher or other certificated employee and the evaluator agree.
14 The teacher or other certificated employee or evaluator may withdraw consent at any
15 time. The evaluator shall not withdraw consent for the first off-cycle year of the first
16 four-year cycle. The party withdrawing consent shall provide rationale for the
17 decision.

18 If consent is withdrawn after the last Friday in September, the teacher or other
19 certificated employee shall be evaluated in the next school year. If consent is
20 withdrawn prior to that time, the teacher or other certificated employee shall be
21 evaluated in the school year in which consent is withdrawn. Once the above criteria
22 have been met in such evaluation, the four-year cycle resumes (with the current
23 evaluation year being the first of the four (4) years) unless consent is withdrawn as
24 provided in this Section 10.

25 11. All other permanent teachers and other certificated employees (excluding those in
26 Sections 8 through 10) shall be on-cycle for evaluation every other year.

27 Section 4. Evaluation Timelines

28 A. By the 3rd Friday in September, orientation materials related to evaluation shall be

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AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

1 provided to all teachers and other certificated employees.

2 B. By the last Friday of September, the teacher or other certificated employees shall
3 submit his/her annual personal and professional goals to the evaluator with no fewer
4 than two nor more than four goals from the Standards. No teacher or other
5 certificated employee shall be required to write more than four personal and
6 professional goals, including administrator-directed goals, each year.

7 C. By the 2nd Friday of October the evaluator shall review the annual personal and
8 professional goals submitted by the teacher or other certificated employee and make
9 any modifications, if necessary. The evaluator shall determine the date of a
10 conference, if requested, and hold the conference in a timely manner.

11 D. Teachers: Prior to the scheduled formal classroom observation, the Pre-Observation
12 form shall be completed by temporary and probationary teachers and teachers who
13 received a rating of “partially meets standard” or “does not meet standard” on the
14 previous evaluation and those teachers participating in Peer Assistance and Review.
15 The Pre-Observation form must then be submitted to the evaluator. A Pre-
16 Observation form is not completed if the observation is unscheduled.

17 E. By the 1st Friday of March, for temporary and probationary teachers and employees
18 who received a rating of “partially meets standard” or “does not meet standard” on the
19 previous evaluation, and the 2nd Friday in April for all other employees, the evaluator
20 shall conduct the formal classroom observations and gather such data on
21 performance as the evaluator believes to be related to (1) the annual personal and
22 professional goals and (2) other professionally related criteria for evaluation that are
23 established by the Board or required by law. Subsequent classroom observations
24 and data gathering shall continue beyond these dates at the discretion of the
25 evaluator.

26 F. As soon as possible (but no later than two weeks) after the scheduled formal
27 classroom observation, the evaluator shall hold with the teacher a post-observation
28 conference. The teacher will be provided with the completed Classroom Observation

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AGREEMENT WITH SVEA, 2012-2013
ARTICLE VII EVALUATION PROCEDURES

1 form at the conference. The teacher shall sign the Classroom Observation form, but
2 such signature shall not mean that the teacher agrees with its content.

3 G. By the 2nd Friday of April, the teacher and other certificated employee shall submit a
4 summary of progress on the Annual Personal and Professional Goals form to the
5 evaluator.

6 H. By the 3rd Friday in May, the evaluator shall prepare the evaluation and give it to the
7 teacher or other certificated employee. The teacher or other certificated employee
8 may submit a written response to the evaluation by June 30 and any such response
9 shall be attached to the evaluation and placed in the employee's personnel file.

10 I. By the 2nd Friday of June, an evaluation conference shall be held between the
11 evaluator and the teacher or other certificated employee to discuss the evaluation and
12 any written response the employee submitted.

13 Section 5. Grievance/Appeals Procedures:

14 A. The grievance process shall not be used to challenge the content of any evaluation,
15 but shall be limited solely to grieving the procedures outlined in this Agreement. A
16 separate appeals process is established, however, to appeal the contents of
17 evaluations.

18 B. Evaluation Appeals shall be subject to the following process:

19 a. A teacher or other certificated employee may appeal the content of his/her
20 evaluation to the Superintendent or designee.

21 b. The grievance procedure through level II shall be used by a teacher or other
22 certificated employee to appeal the content of his/her evaluation.

23 c. The decision of the Superintendent or his designee shall be final and binding and
24 shall not be subject to the level III grievance provisions of this Agreement.

25 Section 6. Complaints Against an Employee

26 A. Complaints against an employee shall be processed in accordance with Board Policy
27 and Administrative Regulation No. 1312, Complaint Procedure, and Board Policy and
28 Administrative Regulations No. 1312.3, Uniform Complaint Procedures (available on

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VII EVALUATION PROCEDURES

1 the District website). Any changes to these Board Policies or Administrative
2 Regulations shall be provided to the Association. This Section does not apply to
3 Sexual Harassment or Child Abuse complaints, which must be processed according
4 to the California Education Code, the California Penal Code, and other State and
5 Federal Governing Codes.

6 B. When a formal written complaint is filed against an employee, within five (5) working
7 days, the District shall provide a copy to the employee who shall have an opportunity
8 to present his/her version of the events, and offer evidence in his/her defense. The
9 employee may also be accompanied by a representative of his/her choosing at any
10 meetings he/she attends during the investigation.

11 C. If the complaint results in the placement of a memorandum in the employee's
12 personnel file, the employee shall have an opportunity to attach a written response to
13 be placed in his/her personnel file.

14 D. The Superintendent or his/her designee shall certify whether or not the complaint is
15 substantiated by attaching a statement to that effect to the formal complaint. No copy
16 of the complaint shall be placed in the employee's personnel file unless the complaint
17 is substantiated and the employee is notified of the same and given opportunity to
18 attach a written statement thereto.

19 Section 7. Evaluation Forms

20 Evaluation forms included in Appendix C of this Agreement. Any subsequent changes in
21 evaluation forms shall be subject to the negotiations process.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE VIII HOURS

1 ARTICLE VIII HOURS

2 Section 1. General Requirements

3 A. 40-Hour Week

4 It is recognized that the primary assignments for employees of the bargaining unit
5 require at least 40 hours per week. All employees are obligated to plan their
6 schedules so that each workday consists of adequate time to meet all professional
7 and contractual responsibilities including but not limited to provision of instruction,
8 class preparation and planning, assessment and evaluation, conferring with parents
9 and students, progress reporting, attendance at Open House and Back to School
10 Night, participation in department and/or faculty meetings, student study team/IEP
11 meetings, and completion of supervisory duties.

12 B. Report Time

13 Teachers are required to report to school at least 30 minutes before their instructional
14 day begins (Per California Code of Regulations). In the case that the first class of the
15 day for a teacher begins on or before 7:15 a.m., the teacher is required to arrive at
16 school 15 minutes before that class begins.

17 C. Freedom to Leave School

18 Employees shall have the freedom to leave the school when their class is not in
19 session and when they do not have specific duties to perform; however, the school
20 office shall be informed at or before the time of departure.

21 D. Non-instructional Supervision

22 The District retains the right to assign employees to the non-instructional supervision
23 of students before, during, and immediately following the normal school day to ensure
24 the safety and welfare of the students. Assigned responsibilities shall not include the
25 supervision of club activities, day and evening athletic contests, dances, and student
26 performances with the following exceptions:

- 27 1. Any positions on the extra duty pay schedule
- 28 2. Baccalaureate or Graduation

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VIII HOURS

1 E. Work Day

2 The instructional day shall be as follows:

3 1. Kindergarten: One of the following models shall be implemented at the
4 discretion of the District:

5 a. The kindergarten employee shall teach either a morning or an afternoon
6 session, 200 minutes in duration (36,000 annual student minutes of
7 instruction), and during the alternate session, assist the employee of the
8 alternate session, for 84 minutes per day. When there is no alternate session
9 the principal may devise a program of 84 minutes per day to utilize the skills,
10 training, and professional background of the kindergarten employee in ways
11 beneficial to the total instructional program. At the discretion of the District,
12 pilot programs may be established by which a kindergarten employee shall
13 teach a session of 260 minutes per day at any of the elementary schools. If
14 such a class is established, the employee shall be required to assist the
15 employee of the alternate session. The principal may devise a program of 24
16 minutes per day to utilize the skills, training, and professional background of
17 the kindergarten employee in ways beneficial to the total instructional
18 program.

19 b. The kindergarten employee shall teach either a morning or afternoon
20 session, 200 minutes in duration (36,000 annual student minutes of
21 instruction), and during the alternate session, assist the employee of the
22 alternate session for 100 minutes per day. When there is no alternate
23 session, the Principal may devise a program to utilize the skills, training and
24 professional background of the kindergarten employee to assist the total
25 instructional program with the priority given to primary grade students.

26 (1) The workday of kindergarten employees teaching in the Option 2 – Half-
27 Day CSR Program shall be increased from 284 minutes per day to 300

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1 minutes per day and they shall be compensated for these additional 16
2 minutes at their regular, per diem rate of pay.

3 2. Instructional time – Grades 1-3: 284 minutes (50,636 annual student minutes of
4 instruction).

5 3. Instructional time - Grades 4-6: An average of 284 instructional minutes per day
6 for employees. (Students in grades 4-6 shall have an instructional day of 304
7 minutes or 54,014 annual student minutes of instruction. The difference
8 between the employee's instructional day and the student's instructional day will
9 be provided for by additional 4-6 employees assigned to more than one
10 classroom.) For itinerant teachers, traveling time between one school site and
11 another shall be counted as thirty (30) minutes of contact time per day.

12 4. Grades 7-12:
13 a. Intermediate School: A maximum of five (5) class periods per day (not less
14 than 60,192 annual student minutes of instruction).
15 b. High School: A maximum of five (5) class periods per day (64,872 annual
16 student minutes of instruction).
17 c. Continuation High School: A maximum of six (6) class periods per day.
18 d. In grades 7-12, the number of days in each trimester/semester shall be as
19 equal as possible within the constraints of the annual calendar.

20 5. Every effort shall be made to create a schedule in which teachers are not
21 requested to work more than one hundred thirty (130) minutes without a break of
22 at least five (5) minutes. Teachers shall not be required to work more than one
23 hundred fifty (150) minutes without a break of at least five (5) minutes.

24 6. Each school site, in collaboration among administration and faculty, shall have
25 the option of submitting a written plan to the Director of Elementary Education or
26 Director of Secondary Education to modify its daily schedule.

27 The process for developing the written plan to modify the daily schedule must
28 include at least the following elements:

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- 1 a. Idea presented to Leadership Team
- 2 b. Written plan developed outlining the proposal, including implications, if any,
- 3 related to the collective bargaining agreement.
- 4 c. Proposal presented to an all-faculty meeting for discussion and input.
- 5 d. Proposal modified based on input received.
- 6 e. Discussions led by department chairs/grade level leaders or other identified
- 7 group leaders determined by the school site who will provide input to the
- 8 Leadership Team.
- 9 f. Proposal finalized based on input received.
- 10 g. Final proposal presented at an all-faculty meeting.
- 11 h. All faculty shall have an opportunity to vote on the proposal. Approval of the
- 12 proposal must be by a secret ballot election of at least 66.67% of those
- 13 faculty voting.

14 The written plan to modify the daily schedule must include at least the following
15 components:

- 16 a. Description of the modified schedule, including the instructional goals to be
- 17 achieved.
- 18 b. Assurance that the modified schedule includes the requisite number of
- 19 instructional minutes and that transportation scheduled can be modified to
- 20 facilitate the school's schedule modification.
- 21 c. Description of how parents will be notified of the modified schedule.
- 22 d. School Site Council review and endorsement of the modified schedule.
- 23 e. Explanation of the process used to develop the plan, including agenda and
- 24 summary of meetings, timelines and numerical results of the vote.

25 The request for a modification of the daily schedule must be submitted to the
26 Director of Elementary Education or Director of Secondary Education no later
27 than forty-five (45) calendar days prior to the date of implementation.
28 Implementation must be at the beginning of a semester or trimester. The

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1 Director of Elementary Education or Director of Secondary Education shall notify
2 the school of the decision within five (5) days. A copy of the plan and the
3 Director's decision shall be provided by the District to SVEA at the same time
4 notification is provided to the school site.

5 Neither the process for developing a plan nor the decision to modify the daily
6 schedule is subject to the grievance procedure per Article XIII. However, an
7 appeal may be made to the Assistant Superintendent for Instruction in accord
8 with the following appeal process if a question relative to the procedure
9 described above is raised by a teacher:

- 10 a. The teacher(s) must submit an appeal to the Association within 5 days of
11 receipt of the Director's decision to approve the school's plan to modify the
12 schedule.
- 13 b. The Association must submit the appeal to the Assistant Superintendent for
14 Instruction within 5 days of receipt of the appeal. In the event multiple
15 questions are raised then the Association shall submit a consolidated appeal.
- 16 c. The Assistant Superintendent for Instruction shall review the appeal and
17 notify the Association of his/her decision within 7 days.

18 The appeal timeline specified above may be extended based on the mutual
19 agreement of the District and the Association.

20 7. Full time employees may voluntarily agree to teach an additional period as an
21 extra fifth. Compensation for the additional work load will be in the form of a
22 stipend. In the event that an employee who is carrying such an increased work
23 load is required by the District to perform other duties during the scheduled time
24 of additional teaching period, the stipend will not be reduced. Assigning of extra
25 fifths shall result in as little disruption to the Master Schedule as possible.

26 8. Intermediate and high school employees will have one conference period per
27 day. That portion of the regular workday of classroom employees, utilized as
28 preparation time however scheduled, shall be utilized by each employee in such

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1 manner as to enable further development and refinement of professional
2 competence and greater instructional effectiveness in the classroom.
3 Preparation time is a duty period and shall be used for professional
4 assignment-related work, including, but not limited to, presentation for classes;
5 preparation of instructional materials; preparation of or attendance at
6 demonstration lessons; participation in employee training; conferences with the
7 principal, other staff members, parents, or pupils. If an employee is used or
8 assigned to substitute in someone else's class during his/her preparation period,
9 he/she will be paid as a period substitute, as specified in the extra duty pay
10 schedule. In the event of an extended day schedule, no employee shall be
11 required to have two conference periods.

12 9. Minimum Days

13 Minimum days shall be established for the professional reasons listed below and
14 shall be scheduled at the discretion of the District:

15 a. Elementary Minimum Days for Parent Conferences: 12 days

16 (1) On minimum days designated for parent conferences, kindergarten
17 teachers may, at their option, be assigned a full-time substitute teacher on
18 4 of the 12 scheduled parent conference days to be used to release the
19 teacher for the purpose of having four (4) days of parent conferences or
20 receive six (6) hours of certificated rate of pay for evening conferences
21 beginning no earlier than 4:00 p.m. on a day designated by the school for
22 this purpose within each week of parent conferences. In the event the
23 District discontinues section E.1 (b) above, this provision shall be null and
24 void.

25 (2) On minimum days designated for parent conferences and provided at
26 least fifteen (15) conferences are scheduled, elementary teachers of
27 grades 1-6 who have 29 or more students, may have two options: (a) be
28 assigned a full-time substitute teacher for two (2) of the twelve (12)

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1 minimum days to enable the teacher to have two (2) full days for parent
2 conferences in addition to ten (10) minimum days for parent conferences
3 or (b) receive three (3) hours at the certificated rate of pay for one (1)
4 evening of conferences beginning no earlier than 4:00 p.m. on a day
5 designated by the school for this purpose within each week of parent
6 conferences.

7 (3) No elementary teacher shall be assigned supervision duty on minimum
8 days for parent conferences.

9 b. Open House and Back-to-School Nights - 1 day for each respectively
10 (employees shall be expected to return to school in the evening for these
11 events as compensatory time for the minimum day).

12 c. For elementary teachers who inform parents of student progress by updating
13 student grades regularly but no less than every other week using the District
14 on-line grading program, the parent conference at the end of the second
15 trimester shall be held at the option of the teacher unless requested by the
16 parent. The teacher shall utilize the District-provided Spring Parent
17 Conference Form to notify the parent of the opportunity to request a
18 conference.

19 d. Teachers who do not have Spring parent conferences shall not also be
20 eligible for release time/pay options provided in Section 9.a.1. and 2.

21 On minimum days, additional instructional time provided by itinerant teachers
22 assigned to more than one classroom will be equitably distributed across all
23 teachers scheduled for that day (30 minutes per class).

24 10. Pupil Free Days

25 Pupil-free days shall be established for the professional reasons listed below:

26 a. Orientation Day : 1 day to be so organized as to allow for no more than three
27 (3) hours for meetings.

28 b. Elementary Staff Development Days – 3

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- 1 c. Intermediate Staff Development Days – 3
- 2 d. High School Staff Development Days – 3
- 3 e. On two of the three District wide staff development days, the District may
- 4 have itinerant teachers meet for the purpose of training in instructional
- 5 methods and materials specific to their program.

6 11. Every effort will be made to provide the teacher with at least two days advance
7 notification that he/she will be required to attend an IEP/SST meeting.

8 F. Secondary School English

- 9 1. Each secondary school (7-12) English department will be assigned a full-time
- 10 substitute teacher(s) to be used to release each teacher for one (1) day in
- 11 every twenty (20) working days for the purpose of reading and scoring student
- 12 writing.
- 13 2. If an employee's English assignment is less than five (5) periods, he/she shall be
- 14 released for a proportional amount of one (1) day in every twenty (20) working
- 15 days.
- 16 3. The released employee shall be required to be on duty at the school site on
- 17 those days he/she is released for the purpose of reading and scoring student
- 18 writing.

19 G. Secondary and Elementary School Writing

- 20 1. The secondary and elementary schools shall be allotted three thousand (3,000)
- 21 hours of substitute time District-wide to be used to release teachers at their
- 22 requests for the purpose of reading and scoring student writing. For the purpose
- 23 of this section, student writing is defined as extensive written analysis,
- 24 explanation, narration, proof or problem solving. The allowed number of hours
- 25 for each school shall be prorated according to the number of students at that
- 26 school. In a given year, if a school site uses one hundred percent (100%) of
- 27 their allotted hours and the three thousand (3,000) hours of substitute time
- 28 District-wide has not been used, the site shall be allotted additional hours on a

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1 case by case basis.

2 2. Esperanza staff and English teachers who receive monthly substitute assistance
3 shall not be eligible for released hours.

4 3. The released employee shall be required to be on duty at the school site on
5 those days he/she is released for the purposes of reading and scoring student
6 writing.

7 4. The use of this provision shall be contingent upon the availability of substitutes
8 for the time requested.

9 H. Science Lab Coordinator

10 The science department at each high school shall have a sum equal to 6.1% of the
11 primary salary factor to use on an hourly basis at the certificated rate of pay for use
12 by the science teachers to prepare laboratories and demonstrations. Time shall be
13 allotted to individual teachers at the discretion of the school administration. It will
14 be necessary for each science teacher to submit a timecard for the work
15 completed.

16 I. Work Year

17 1. The regular work year for employees on a standard ten month contract shall be
18 184 days, 180 days of which shall be instructional days.

19 2. In addition to the 180 required teaching days on the calendar, the District shall
20 designate four (4) required non-teaching days to be utilized as follows:

21 a. One (1) day for Teacher Orientation

22 b. Three (3) days for Staff Development as provided in Section D.8. of this
23 Article.

24 3. The regular work year for certificated employees of Vocational Visions will be
25 225 days. The work day shall consist of a minimum of 6.5 hours per day.

26 J. Elementary Grading/Progress Reports

27 1. There shall be one full grading report per trimester for all students.

28 2. Parent conferences shall be held at the end of the first and second trimesters.

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- 1 3. The end of the first trimester will come before the Thanksgiving holiday. The end
2 of the second trimester will coincide with the intermediate trimester schedule.
- 3 4. There shall be three (3) progress reports as follows: One progress report for all
4 students and two progress reports for students who:
- 5 • are earning less than a C grade
6 • have dropped two or more grade levels
7 • who are earning a U in citizenship or work habits.
- 8 5. The format and timing for the progress report for all students shall be a
9 school-based decision.
- 10 K. Teachers on the elementary level shall not be responsible for performing clerical
11 tasks with regard to the elementary student cumulate folder. These tasks shall
12 include but not be limited to affixing student pictures, filing of report cards, and
13 affixing standardized test score labels. Reporting of social, emotional and
14 promotional information shall be done by means of a computerized form.
- 15 L. The District mandated assessments in kindergarten may be administered as part of
16 the instructional day or at some other time mutually agreed upon by the Principal and
17 the kindergarten team.
- 18 M. 7-12 Grading/Progress Reports
- 19 1. For 9-12 grade levels there will be two (2) grading periods for all students at
20 approximately the 9th and 18th weeks. Two (2) progress reports at approximately
21 the 5th and 14th weeks will be required for all students who:
- 22 • are earning less than a C grade
23 • have earned a U grade in citizenship OR
24 • have dropped two or more grade levels.
- 25 Teachers will have the option to grade all students at progress reporting time.
- 26 2. For the 7-8 grade levels there shall be one (1) progress report and one (1) full
27 grading report per trimester for all students.
- 28 3. Teachers shall have three (3) school days after the close of a grading period to

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1 submit grades.

2 Section 2. Student Supervisory Responsibilities

3 The total number of hours of supervision, with the exception of those paid elsewhere or
4 those excluded above, shall not exceed the following schedule without remuneration in
5 accordance with the Extra Duty Pay Schedule as an "extra duty" assignment.

- | | | |
|----|------------------------------|--------------------------------|
| 6 | A. Elementary School (K-6) | 15 hours per employee per year |
| 7 | B. Intermediate School (7-8) | 15 hours per employee per year |
| 8 | C. High School (9-12) | 10 hours per employee per year |
| 9 | D. Small High School | 15 hours per employee per year |
| 10 | (1400 students or less) | |

11 Section 3. Duty Free Lunch

12 All employees covered by this Agreement shall be granted a minimum of 40 continuous
13 minutes free from pupil supervision or teaching responsibilities for lunch plus an
14 appropriate passing time to allow for the variance of campus size.

15 Section 4. Meetings

16 Meetings before or after regular class hours shall be limited to approximately one (1) hour.
17 Staff meetings may be held no more frequently than every other week except five (5)
18 additional staff meetings per year may be held if needed. Grade level meetings do not
19 constitute a staff meeting unless all grade levels are meeting in lieu of a staff meeting.

20 Section 5. Calendar

- | | |
|----|--|
| 21 | A. The Association shall have the right to consult on the calendar. |
| 22 | B. Employees shall receive a copy of the agreed upon calendar prior to June 1. |
| 23 | C. The calendar shall include the following non-work days: one (1) day for fall recess; |
| 24 | sixteen (16) contiguous days to encompass December 25 and January 1; four (4) |
| 25 | contiguous days for Presidents' Recess, encompassing Friday and Monday; nine |
| 26 | (9) contiguous days for Spring Vacation. |
| 27 | D. Elementary Back-to-School Night shall be scheduled no later than the 5 th Thursday |
| 28 | of the school year unless an alternate schedule is requested by the principal. |

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1 ARTICLE IX LEAVES

2 Section 1. General Provisions

3 A. Employees shall be entitled to a leave of absence with or without pay as specified in
4 this Agreement. They should make every effort to assist the administration and their
5 substitute in minimizing the effect on the students and the school.

6 1. The rate of pay for a substitute to replace an employee assigned to Vocational
7 Visions shall be the same as all other employees.

8 B. The District must maintain an accounting of accrued sick leave. Each employee will
9 be notified of his/her accrued sick leave by the 1st of November.

10 C. Any certificated employee returning from a leave of absence of one year or less shall
11 be reinstated to the same school location held prior to the leave provided that
12 conditions have not arisen which would have changed the employee's school, or
13 unless the employee voluntarily agrees to a different school location. In the event the
14 employee is returning from a leave of absence of more than one (1) year, the District
15 shall consider the employee's preferences, but shall have sole discretion in assigning
16 the employee's school location and grade level or subject area. For purposes of this
17 section, the term "grade level" means the particular grade level assignment within
18 grades K-6. The term "subject area" means the credential for which the employee is
19 authorized to teach. It does not mean a particular course or the number of sections of
20 a particular course.

21 D. Basically, leaves fall into two categories: "Leave with Pay" and "Leave without Pay".
22 Of the leave "with pay," only three (personal necessity, personal, and sick leave) may
23 be deducted from sick leave time accumulated by the employee.

24 Section 2. Leaves of Absence Without Pay

25 The Board, upon recommendation of the Superintendent, may approve a leave of absence
26 without pay when there is a definite intent upon the part of the employee to return at the
27 end of the designated period. The employee must notify the District no later than March 15
28 of his or her intent to return or resign. By rule of State Teachers Retirement System

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1 (STRS) regulations, leaves of absence without pay may not be counted towards STRS
2 service credit. Upon request the Board may extend a leave. Employees granted leaves
3 shall have the option to pay for their own fringe benefit package if provided by the
4 insurance plan.

5 Leave of absence may be approved for:

6 A. Professional Growth

7 Leave of absence without pay for tenured certificated staff members may be granted
8 by the Governing Board upon the recommendation of the Superintendent for a period
9 not to exceed one school year. This type of leave may be granted for travel,
10 advanced training in the field of education, and other purposes of professional growth
11 of the certificated staff member.

12 B. Military Leave

13 Military leave shall be granted as stated in Education Code Section 44800 and in
14 Military and Veterans Code Section 395. When returning from extended military
15 leave, assignment preference shall be given to the returning employee over incoming
16 new employees when possible.

17 C. Peace Corps Service

18 Whenever a tenured certificated staff member leaves his/her position to accept a
19 teaching assignment with the United States Peace Corps for a period not to exceed
20 two (2) calendar years and returns from this service to this school district employment
21 within six (6) months following the termination date of Peace Corps service, said
22 certificated staff member will be employed with seniority rights earned prior to the time
23 of his/her leave, if, in the opinion of the Superintendent this assignment has benefited
24 the schools and pupils of the District. Advancement on the District's salary schedule
25 will be determined in a like manner.

26 D. Maternity "Leave Without Pay"

27 Leave without pay for maternity reasons shall be granted to an employee upon her
28 written request for a period of time not to exceed twelve (12) consecutive calendar

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1 months at any one time. The request for leave shall contain the proposed beginning
2 date, the proposed date of return, and a physician's statement as to the expected
3 date of confinement. The notification procedures shall be the same as for "Maternity
4 Sick Leave". In the event of a miscarriage, an employee on maternity leave may be
5 considered for immediate placement provided a position for which the individual is
6 qualified exists and a statement from the attending physician is provided establishing
7 that the individual is able to return to work without detriment to her health. Employees
8 having a newly adopted child may be granted by the Superintendent a maternity leave
9 without pay upon request.

10 E. Child Rearing Leave

11 Upon request the Board may provide an employee who is a natural or adopting parent
12 an unpaid leave of absence for the purpose of rearing his or her child. Such leave will
13 be for not more than twelve (12) calendar months. An employee shall notify the
14 Superintendent that he or she intends to take such leave at least four weeks prior to
15 the anticipated date on which the leave is to commence, or as early as possible
16 pending unforeseen emergencies and/or adoption.

17 F. Legislative Leave

18 An employee who is elected to the State Legislature, Congress, or a school board in
19 another district, shall be entitled to an unpaid leave of absence for the length of
20 his/her term or terms in office.

21 G. Professional Activities

- 22 1. Individually initiated professional activity requests for leave may be granted
23 without pay at the discretion of the Superintendent.
- 24 2. Under unusual circumstances or emergency conditions, leave with pay may be
25 granted by Board action, upon recommendation of the Superintendent.

26 H. Health Leave

27 The Board may grant an employee, upon request, an unpaid leave for health reasons.
28 Such leave shall be for a maximum of one (1) school year. At the time the leave is

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1 being considered for approval, a statement by the employee's physician to the effect
2 that the employee is entitled to such leave shall be furnished at the Board's request.

3 I. Study Leave

4 The Board may grant a tenured employee an unpaid leave of absence to pursue
5 educational improvement and advancement. Such leave shall be for a maximum of
6 one (1) school year.

7 J. Personal Leave

8 Tenured employees may take leave without pay for up to one (1) year in length for
9 personal reasons upon submission of such leave request to the Superintendent for
10 approval, and subsequent recommendation to the Board.

11 K. Other Leaves

12 Other unpaid leaves may be granted by the Governing Board on a case-by-case basis
13 upon recommendation of the Superintendent for teaching in American Armed
14 Services dependent's schools overseas; for family responsibilities; for related work
15 experience; for political activities; or for rest.

16 L. TB Leave

17 An employee shall receive written notice from Personnel Services at least two (2)
18 weeks prior to the expiration date of his/her last tuberculosis (TB) test. If an employee
19 fails to submit evidence of having a negative reaction to an approved TB exam, a
20 second reminder will be sent within ten (10) days after the expiration date of his/her
21 last TB test. An employee who fails to submit such evidence within ten (10) days of
22 the receipt of the second written reminder shall be placed on unpaid leave of absence
23 until certification of the results are received.

24 Section 3. Leaves With Pay

25 A. General Requirements

26 Unless otherwise provided in this Article, an employee on a paid leave of absence
27 shall be entitled to: (1) return to the same position which he/she held immediately
28 before commencement of the leave; (2) receive credit for annual salary increments

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1 provided during his/her leave; (3) receive during his/her leave all other employee
2 fringe benefits, to the extent not expressly prohibited by law. Upon request, the Board
3 may extend a leave. A certificated staff member returning from a paid leave shall,
4 when feasible:

- 5 1. Be reinstated, unless he or she otherwise agrees, in the position held by such
6 employee at the time leave was granted provided that conditions have not arisen
7 which would have changed such employee's location and type of work had he or
8 she remained in active service.
- 9 2. Receive such automatic increases in salary as would have been received had
10 he/she remained in active service. In addition, the leave of absence shall not be
11 considered as a break in the continuity of service toward retirement, except that
12 it shall not count as a year of service toward retirement.
- 13 3. Retirement shall be credited as service in the proportion that the compensation
14 paid to the member bears to the full compensation which would be earnable by
15 him/her while performing his/her duties on a full-time basis.

16 B. Sick Leave

- 17 1. Every full-time employee on an annual contract basis shall be entitled to accrue
18 annually ten (10) days paid leave of absence to be used when necessary for
19 reasons of personal illness, injury, personal necessity, or disability related to
20 pregnancy. If, in a given year, an employee uses six (6) or fewer days of paid
21 leave for reasons of personal illness, injury, disability, or personal necessity and
22 personal leave, he/she shall be entitled to accrue eleven (11) days instead of ten
23 (10) days the next year. Sick leave shall be cumulative from year to year with no
24 limit. Sick leave accumulated in other California school districts may be
25 transferable as provided in Education Code Section 44979.
- 26 2. Any employee absent on account of illness or injury shall file with the payroll
27 department of the Business Office a signed Employee Absence Slip giving the
28 cause of absence. The statement shall also be signed by the immediate

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1 supervisor for verification. When an employee is absent due to illness or injury
2 for a period of more than three (3) consecutive days, the District may require, at
3 no cost to the employee, a physician's statement verifying the illness or injury.
4 An employee shall not normally be required to provide such verification for an
5 absence or injury of three (3) consecutive days or less. Written verification by a
6 physician shall be required of consecutive absences of ten (10) days or more. If
7 the absence has been occasioned by surgery, illness, or maternity disability, a
8 doctor's release certifying the employee's capability of resuming his/her
9 assignment, including restrictions if any, and the date of return to work must be
10 submitted as a condition for return to work. The District, at its option, may
11 require an additional medical opinion from the doctor designated by it, at its
12 expense.

13 3. If absence is reported and no Employee Absence Slip is filed or no required
14 doctor's note submitted per Section B2 above, a deduction shall be made on the
15 monthly salary for the month following the absence. The amount of deduction
16 shall be the employee's per diem.

17 4. If an employee has exhausted all available sick leave, including all accumulated
18 sick leave, and continues to be absent due to illness or accident for an additional
19 period of 100 days, the employee shall receive that salary normally due, reduced
20 by the salary being paid or which would have been paid, to the substitute
21 employed to fill the employee's position (calculated with equivalent daily or
22 monthly rates for each). In order to utilize differential, a doctor's note/notes must
23 be provided covering the entire period of absence. Otherwise a deduction shall
24 be made according to Section B3. For purposes of this section:

25 a. Sick leave, including accumulated sick leave and the 100 day period, shall
26 run consecutively.

27 b. An employee shall not be provided more than one 100 day period per
28 illness or accident. In the event the school year ends before the 100 day

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1 period is exhausted, the employee may take the balance of the 100 day
2 period in the following school year if the employee is medically unable to
3 return.

4 5. In the event the employee has exhausted all available sick leave, including
5 accumulated sick leave, and continues to be absent due to illness or accident for
6 a period beyond the 100 day period, and the employee is not medically able to
7 resume his position, then the employee shall be placed on a reemployment list.
8 If the employee is on probationary status, he/she shall be on the reemployment
9 list for a period not to exceed twenty-four (24) months. If the employee has
10 permanent status, he/she shall be on the reemployment list for a period not to
11 exceed thirty-nine (39) months. If, during the twenty-four (24) or thirty-nine (39)
12 month period, the employee is medically able, based on physician authorization,
13 the employee shall be returned to employment in a position for which he or she
14 is credentialed and qualified. If the employee is medically unable to return after
15 the twenty-four (24) or thirty-nine (39) month period, he/she shall be deemed to
16 have resigned.

17 C. Donation of Sick Leave

18 1. General Provisions

19 a. A permanent employee suffering from a catastrophic illness or injury who
20 will exhaust all sick leave and other paid time off may request donations of
21 unused sick leave.

22 b. A catastrophic illness or injury is one that incapacitates an employee for an
23 extended period of time, and is so serious in nature as to require extensive
24 or long-term treatment, and creates a financial hardship for the employee
25 because all sick leave, including differential, has been used.

26 2. Requests for Sick Leave Donations

27 a. An employee eligible to receive catastrophic sick leave donations shall file a
28 "Request for Donated Unused Sick Leave" with the Personnel Department.

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1 The request must be received prior to the last day of paid leave. The
2 request must include written verification by a physician describing the
3 incapacitating nature and probable duration of the illness or injury.

4 b. The maximum number of donated sick leave days that may be utilized by
5 an employee for a catastrophic injury or illness shall not exceed sixty (60)
6 work days. Donated sick leave shall begin after differential leave is
7 exhausted, and shall be in full day increments (i.e., 8 hours a day).

8 c. Upon receipt of the "Request for Donated Unused Sick Leave," the
9 Assistant Superintendent, Personnel Services shall determine:

10 (1) That the requesting employee is unable to work for an extended period
11 of time due to the catastrophic illness or injury, and

12 (2) That the employee will exhaust all accrued paid leave, including
13 differential leave.

14 (3) That the doctor's note indicates that the requesting employee shall be
15 unable to work for at least the duration of the period of donated sick
16 leave requested, and demonstrates that the illness or injury is
17 catastrophic.

18 Upon the verification as required above, the Assistant Superintendent, Personnel
19 Services shall approve the transfer of donated accrued sick leave.

20 3. Transfer of Donated Sick Leave

21 a. Upon verification of the "Request for Donated Unused Sick Leave", District
22 employees shall be informed of the request and the number of days of
23 donated sick leave being requested.

24 b. Donations of sick leave shall be transferred to the recipient, as needed, in
25 the order they are received by the Personnel Department.

26 c. In the event there is an insufficient number of donated sick leave days to
27 cover the request, employees shall be informed of the means by which
28 additional donations may be made.

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1 d. In the event there is a greater number of donated sick leave days than is
2 needed, the donated sick leave not used by the recipient shall be returned
3 to the individual donors in the reverse order they have been received.

4 4. Donations of Sick Leave

5 a. An employee who wishes to make a donation of sick leave shall file a
6 "Sick Leave Donation Form" with the Personnel Department.

7 b. Donations of sick leave may only be made in full day increments (i.e., 8
8 hours).

9 c. Donations of sick leave shall be irrevocable.

10 d. Donations of sick leave shall not be counted in determining eligibility for
11 any District sick leave incentive programs.

12 e. To ensure that employees retain sufficient accrued sick leave to meet the
13 needs that normally arise, donors shall not reduce their accumulated sick
14 leave balance to fewer than twenty-two (22) days.

15 D. Maternity "Sick Leave"

16 1. The District shall provide for a leave of absence from duty for the certificated
17 employee who is required to be absent from duties when disabled by the
18 condition of pregnancy, miscarriage, childbirth, and recovery therefrom. When
19 such disabling condition is such that the certificated employee is physically
20 prevented from performing her duties, the length of leave of absence including
21 the date on which the leave shall commence and the date on which the
22 employee shall resume duties shall be determined by the employee's physician.
23 In the event of extended leaves or unusual circumstances, the opinion of a
24 mutually agreed upon physician may be required. Any medical cost incurred as
25 a result shall be paid by the District.

26 2. Paid leave of absence for maternity reasons shall be in accordance with
27 Section 3. B of this Article.

28 E. Paternity/Maternity Leave

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1 Up to two (2) days leave with pay shall be granted to an employee at the time of the
2 birth of his or her child.

3 F. Family and Domestic Partner Illness

4 Upon application by an employee to his/her immediate supervisor, emergency leave
5 with pay for a serious or critical illness, or injury to a member of the immediate family
6 or domestic partner or his or her family as defined in Article II, Sections D and I of this
7 Agreement, calling for the services of a physician, and of such an emergency nature
8 that the immediate presence of the employee is required during his/her work day, may
9 be granted for a maximum of two days per year with pay. Verification satisfactory to
10 the District may be required within five working days after return to duty.

11 G. Sick Leave for the Purpose of Caring for an Ill Family Member or Domestic Partner

12 1. Every full-time teacher shall be entitled to use up to thirty (30) days of accrued sick
13 leave (prorated if less than full-time) each year for the purpose of caring for child,
14 parent or spouse or domestic partner who is ill.

15 2. For purposes of this section:

16 a. "Child" means a biological, foster or adopted child, a domestic partner's child, a
17 stepchild, a legal ward, or a child of a person standing in loco parentis.

18 b. "Parent" means a biological, foster, or adoptive parent, a stepparent or a legal
19 guardian.

20 c. "Domestic partner" means a person duly registered with the California
21 Secretary of State as a domestic partner of the employee.

22 3. General Provisions

23 a. Sick leave for the purpose of caring for an ill family member or domestic
24 partner shall not accrue from year to year.

25 b. Differential sick leave or donated sick leave may not be used for the purpose of
26 caring for an ill family member or domestic partner or members of the domestic
27 partner's family.

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1 c. Sick leave taken under this provision shall be in addition to Family and
2 Domestic Partner Illness leave provided in Section 3.F of this Article.

3 4. Requests to use accrued sick leave for the purpose of caring for an ill family
4 member or domestic partner or his or her family shall be made in advance to the
5 Assistant Superintendent, Personnel Services whenever possible. The request
6 shall indicate the number of days of accrued sick leave to be taken and whether
7 the ill person is a child, spouse, domestic partner, or parent. If the nature of the
8 illness prevents the employee from providing advance notification, then the
9 employee must present this verification within three days of return to duty.

10 5. Additional use of accrued sick leave may be granted in unusual or extraordinary
11 circumstances by the Superintendent or designee.

12 H. Bereavement

13 Any employee shall be allowed a leave of absence with pay not to exceed three days
14 when such absence is occasioned by reason of death in the immediate family or five
15 days, in the case of the death of a spouse or domestic partner, child, child of domestic
16 partner or if out-of-state travel is required. Leave for other situations or circumstance
17 may be granted by the Superintendent or his/her designee. An additional two (2)
18 days may be authorized by the Superintendent for unusual circumstances.

19 I. Subpoena and Jury Leave

20 1. If called as a witness, under subpoena in court in an action not involving any of the
21 parties hereto or in which the employee is a party, an employee will be granted
22 additional paid leave of absence sufficient to appear in response to the subpoena.
23 Concomitantly, an employee called for jury duty shall receive a paid leave of
24 absence for the days he/she is required to serve, up to a maximum of thirty (30)
25 calendar days. An employee called to court as above but released for part of a
26 day, shall report immediately to his or her supervisor and serve for the remainder
27 of the work day. Any fee, except travel allowance, paid the employee for such
28 service shall be transferred to the Saddleback Valley Unified School District.

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1 a. The Subpoena and Jury Leave provisions shall apply to bargaining unit
2 members employed for summer school provided the employee did not
3 postpone subpoena or jury duty from the regular school year to the summer
4 break. Employees who receive such postponement are not eligible to receive
5 substitute pay provided in Section 3.1.2 of this Article.

6 2. Those bargaining unit members who are able to postpone jury duty from the
7 regular school year to the winter, spring or summer break, shall receive the
8 substitute rate of pay for each day of jury service up to a maximum of thirty (30)
9 calendar days. Bargaining unit members are required to notify the court prior to
10 commencing jury duty service of the maximum number of days for which they will
11 receive pay. To receive the substitute pay, the employee must submit a copy of
12 the original summons and the notification of postponement of service to the winter,
13 spring or summer break. Any fee, except travel allowance, paid the employee for
14 jury duty shall be remitted to the District.

15 J. Personal Necessity Leave

16 During any school year, any accumulated days of leave of absence for illness or injury
17 may be used by the employee at his or her election in cases of personal necessity.

18 1. Personal necessity is defined as events which require the personal attention of the
19 employee; are involuntary as to the specified time; or are wholly unforeseeable so
20 that planning to handle the matter outside of the employee's regular work schedule
21 is not possible.

22 2. The Board reserves the right to specify within the limits of statute and judicial
23 precedent, the manner of proof of personal necessity and the type of situations in
24 which such leave will be permitted.

25 3. Request for personal necessity leave shall be made at least five (5) days in
26 advance to the Superintendent and/or his/her designee, whenever possible. In the
27 event of an unforeseen situation, request for personal necessity leave shall be
28 made at least two (2) days in advance to the Superintendent and/or his/her

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- 1 designee.
- 2 4. Advance approval shall not be required for the reasons listed below. However,
- 3 when the nature of the personal necessity precludes advance permission, the
- 4 employee must present the reason for his/her absence within five (5) working days
- 5 after return to duty.
- 6 a. Death or serious illness of a member of the employee's immediate family, or of
- 7 such other persons as the Superintendent may designate out of consideration of
- 8 unusual circumstances and conditions.
- 9 b. Accident, involving an employee's person or property, or the person or property
- 10 of his/her immediate family.
- 11 c. Other circumstances in which the employee is reasonably prevented from
- 12 seeking advance approval from the District.
- 13 6. Personal Necessity may not be used for such purposes as extension of a school
- 14 holiday or vacation; extension of a personal vacation; a social event or social
- 15 activities; a convention related to the employee's avocation; strike, demonstration,
- 16 picketing, lobbying, rally, march, organization or campaign meeting; any work
- 17 stoppage activities; political activity; routine personal activities; or occupational
- 18 investigation.
- 19 7. The days allowed shall be deducted from and may not exceed the number of full
- 20 paid days of sick leave to which the employee is entitled.
- 21 8. With prior approval of the Superintendent, personal necessity leaves may be
- 22 granted for other reasons.

23 K. Personal Leave

24 During any one year, three (3) days may be taken for personal leave from

25 accumulated sick leave except as provided in 1 below. No reason will be required.

26 The number of days of personal necessity leave will be reduced by one day for each

27 day of personal leave that is taken. Notice of intent to take a personal leave day

28 immediately before or after a holiday, must be made at least three (3) working days in

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1 advance to the Office of the Assistant Superintendent, Personnel Services, with a
2 copy to the principal of the school.

3 1. No more than 10% of the employees represented by the bargaining unit may use
4 personal leave and/or discretionary leave on any working day. No more than five
5 percent (5%) of the employees represented by the bargaining unit may use
6 personal leave and/or discretionary leave during Thanksgiving Recess or
7 Presidents' Recess and no more than two (2) consecutive days of personal leave
8 may be requested. Requests will be honored in the order received. Requests for
9 the following school year may be submitted on June 1 or any time thereafter.

10 2. Such personal leave shall not be taken during the first five days of the school year,
11 the last five days of the school year, nor days especially scheduled for final
12 examinations, parent conferences, or parent-teacher nights.

13 3. It is understood that personal leave can only be used in full day increments.

14 L. Adoption Leave

15 Up to four (4) days leave with pay shall be provided for the employee who has chosen
16 to adopt a child when required to submit to the requirements of the adoption agency.
17 Prior notice to the immediate supervisor is required.

18 M. Industrial Accident Leave

19 Employees who are absent from duty because of illness or injury resulting from
20 industrial accident and qualify for workers' compensation are eligible to receive not
21 more than sixty (60) days of industrial accident leave for any one such incident of
22 illness or injury in any fiscal year incurred within the course and scope of an
23 employee's assigned duties or services being rendered to the District.

24 1. In the event of rejection of the claim by the insurance carrier, before rejection of
25 the claim shall take effect, the carrier's decision will be reviewed by the
26 Superintendent.

27 2. An employee who has sustained a job-related injury shall report the injury to the
28 immediate supervisor and telephonically to the District's reporting agency

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1 immediately or as soon as practically possible. An employee who learns that an
2 illness was caused by his/her job shall report the illness to the immediate
3 supervisor and telephonically to the District's reporting agency as soon as
4 practically possible. In order to qualify for industrial accident or illness leave
5 coverage, an employee claiming such leave shall be examined and treated (if
6 necessary) by a physician approved by the Board's industrial accident insurance
7 carrier.

8 3. The amount of salary paid to such employee in any calendar month will be the
9 salary he/she would have received had he/she not suffered the industrial accident
10 or illness, and he/she shall be entitled to all other benefits of paid service.

11 4. For any days of absence from duty as a result of the same industrial accident
12 whether the employee receives salary payments under industrial accident leave or
13 other paid leave, the employee shall endorse to the Saddleback Valley Unified
14 School District any wage loss benefit check from the Board's industrial accident
15 insurance carrier which would make his/her total compensation from both sources
16 exceed one hundred percent (100%) of the amount he/she would have received
17 as salary had he/she not suffered the industrial accident or illness.

18 5. After sixty (60) days, or ninety (90) days, when applicable, if the employee is still
19 absent from duty as a result of such industrial accident leave, he/she shall then be
20 entitled to other leave benefits for which he/she may be eligible.

21 a. The Board will consider an extension of industrial accident leave with pay for
22 an additional thirty (30) working days in the event of an injury to an employee
23 sustained while serving at an assignment designated by a principal or his/her
24 surrogate or other District management employee, when such injured
25 employee is the victim of an unprovoked assault which results in criminal action
26 taken against the attacker.

27 6. The employee's request for return to duty following industrial accident leave must
28 be accompanied by a doctor's release certifying the employee's capability of

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1 resuming all regular activity of the designated assignment.

2 7. The Board reserves the right to require a physical examination of any employee
3 who is on a leave of absence for industrial accident or illness at any time during
4 the absence. The physician's report may be used by the Board to determine the
5 employee's ability to resume work. The cost of this physical examination shall be
6 paid by the District.

7 8. An employee who is eligible for re-employment and has been medically released
8 for return to his/her duties, but fails to accept an appropriate assignment, shall be
9 terminated.

10 9. When all paid leave of absences have been exhausted and the employee is still
11 not medically able to assume the duties of his/her position, he/she may be granted
12 an unpaid leave of absence subject to annual renewal by the Superintendent.

13 N. Sabbatical Leave

14 1. The Board shall grant leaves to no more than one half of one percent of the total
15 number of members of the bargaining unit for approved study or travel for a period
16 of not more than two (2) full semesters or three (3) full trimesters.

17 2. The Board may grant leaves to no more than one-half of one percent of the total
18 number of members of the bargaining unit for approved study or travel for a period
19 of one semester or one trimester or not more than two (2) full semesters or three
20 (3) full trimesters. The sabbatical leaves shall be subject to the following: All
21 applications for sabbatical leave shall be submitted on a form provided by the
22 Superintendent and shall include a full statement of the purpose and plans for
23 such leave by March 15 prior to the leave. Any permanent certificated employee
24 of the District who has rendered at least seven consecutive years of service to the
25 District shall be eligible to apply for sabbatical leave for a period of one year.
26 Maternity or child care leave shall not be deemed a break in service for purposes
27 of determining eligibility for sabbatical leave. This application is to be reviewed and
28 recommendations made by the Professional Growth Committee to the

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1 Superintendent.

2 a. Sabbatical leave may be granted for a period of not less than one (1) full
3 semester or one (1) full trimester nor more than two (2) full semesters or three
4 (3) full trimesters for the purpose of study or travel which, in the opinion of the
5 Superintendent, will benefit the schools and pupils of the District.

6 b. A certificated staff member's application for sabbatical leave shall be
7 considered only in case his/her teaching for the last three years has been
8 determined as satisfactory. It shall be understood, however, that sabbatical
9 leave is not a reward for meritorious work already performed but rather is to be
10 looked upon as an opportunity to prepare for improved service in subsequent
11 years. Its granting, therefore, should not be regarded as an indication of the
12 quality of service by an employee.

13 c. Sabbatical Leave Requested for Study

14 The applicant shall present for approval of the Superintendent:

15 (1) A program of courses qualifying the applicant for a higher credential in
16 his/her profession; or

17 (2) A program of recognized courses relating to the present or prospective
18 service of the applicant in his profession; or

19 (3) A program of independent study, research, and/or experience relating to the
20 present or prospective service of the applicant in his/her profession which
21 promises in professional value the equivalent of recognized formal courses;
22 or

23 (4) A program which combines the above three plans.

24 (5) A statement of the manner in which the proposed study will result in benefit
25 to the schools and the pupils of the District.

26 (6) College credits earned will be allowable as defined in Governing Board
27 Policy Number 4141.

28 d. The above program shall constitute the approximate equivalent of full-time

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1 study. The name and location of the institution or establishment in which study
2 is to be pursued or experience gained must be indicated by the applicant.

3 3. Sabbatical Leave Requested for Travel

4 The applicant shall present for the approval of the Governing Board an itinerary
5 showing the countries to be visited together with a statement of the manner in
6 which such proposed travel will result in benefit to the schools and the pupils of the
7 District. This activity shall constitute the approximate equivalent of a full-time
8 study program indicated in Section 3.N.2.c of this Article.

9 4. Each applicant who has been granted sabbatical leave shall file a written report
10 with the Superintendent not later than the day on which such applicant returns to
11 active duty. This report shall include the names of the institution attended,
12 courses pursued, credits received, experience gained, and itinerary of travel,
13 together with the applicant's appraisal of the professional value of the year's or
14 semester's or trimester's activities and the manner in which the knowledge and
15 experience gained may be applied to the benefit of the children and the schools.
16 The report should give a detailed account of the educational experience upon
17 which the request for benefits was based. This statement not only shall include a
18 detailed account of the experiences upon which the request was based, but must
19 give concrete evidence of specific ways in which this experience contributed to the
20 improvement of the educational program. While brevity is desired, the report
21 should be complete and specific. A certificated staff member shall not be
22 considered as having completed the requirements for a sabbatical leave until
23 his/her report has been approved by the Superintendent. When approved by the
24 Superintendent, these reports shall be transmitted to the Governing Board.

25 5. A certificated staff member returning from a sabbatical leave shall, when feasible:
26 a. Be reinstated, unless he or she otherwise agrees, in the position held by such
27 employee at the time leave was granted, provided that conditions have not
28 arisen which would have changed such employee's location and type of work

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- 1 had he or she remained in active service.
- 2 b. Receive such automatic increases in salary as would have been received had
- 3 he/she remained in active service. In addition, the leave of absence shall not
- 4 be considered as a break in the continuity of service toward retirement, except
- 5 that it shall not count as a year of service toward retirement.
- 6 6. The District shall inform an employee of his/her right to pay for full-time service
- 7 credit for retirement benefits.
- 8 7. Interruption of the program of study or travel caused by serious accident or illness
- 9 during a sabbatical leave, evidence of which is satisfactory to the Superintendent,
- 10 shall not prejudice an employee as regards the fulfillment of the conditions
- 11 regarding study or travel on which such leave was granted nor affect the amount
- 12 of compensation to be paid such employee under the terms of such sabbatical
- 13 leave; provided, however, that the Superintendent has been promptly notified of
- 14 such accident or illness, which, in general, shall be by registered letter mailed
- 15 within ten days of such accident or illness.
- 16 8. Provisions for Determination of Salary
- 17 A certificated employee while on sabbatical leave will receive the difference in
- 18 salary between that amount which he/she would have received had he/she
- 19 remained on the job and that amount which is paid to the person who replaces
- 20 him/her during the sabbatical leave, or one-half of the salary the certificated
- 21 employee would have received had he/she remained on the job, whichever is
- 22 greater. An employee on a one (1) semester sabbatical leave shall receive the
- 23 regular pay he/she would have received had he/she remained on the job. An
- 24 employee on a one (1) trimester sabbatical leave shall receive the regular pay
- 25 he/she would have received had he/she remained on the job. An employee on a
- 26 two (2) trimester sabbatical leave shall receive regular pay for the length of one (1)
- 27 semester and one-half pay for the six (6) weeks of the second trimester.
- 28 9. The compensation shall be paid the employee while on the leave of absence in the

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1 same manner as if the employee were teaching in the District. Upon the furnishing
2 by the employee of a suitable bond, indemnifying the Governing Board of the
3 District against loss in the event that the employee fails to render at least two
4 years' service, in the employ of the Governing Board following the return of the
5 employee from the leave of absence, the bond shall be exonerated in the event
6 the failure of the employee to return and render two years' service is caused by the
7 death or physical or mental disability of the employee.

8 10. No certificated employee may be granted a sabbatical leave who has not rendered
9 service to the District for at least seven (7) consecutive years preceding the
10 granting of the leave, and not more than one such leave of absence shall be
11 granted per each seven (7) year period. Maternity or child care leave shall not be
12 deemed a break in service for purposes of determining eligibility for sabbatical
13 leave.

14 O. Discretionary Leave

15 1. Every full-time employee represented by the bargaining unit shall be eligible to
16 take up to five (5) days of discretionary leave per school year. These days shall
17 not be cumulative from year to year, and shall be subject to the following
18 conditions:

19 a. No more than three percent (3%) of the employees represented by the
20 bargaining unit may use discretionary leave on any working day. Requests will
21 be honored in the order received. Requests for the following school year may
22 be submitted on June 1 or any time thereafter. No more than ten percent
23 (10%) of the employees represented by the bargaining unit may use personal
24 leave and/or discretionary leave on any working day.

25 b. The cost of a substitute to replace the employee, or the equivalent sum if there
26 is no substitute, shall be deducted from the employee's per diem salary rate.

27 c. Notice of intent to take a discretionary leave day must be made at least five (5)
28 working days in advance to the Office of the Assistant Superintendent,

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- 1 Personnel, with a copy to the principal of the school.
- 2 d. In the event that the maximum number of employees apply for and are granted
3 a discretionary leave on a given day, a waiting list shall be kept in order of filing
4 at the District Office. Vacancies created by cancellation shall be filled from the
5 waiting list by telephone calls made to employees on the waiting list to their
6 places of employment.
- 7 e. The District shall have the unequivocal right to deny or cancel any request for
8 discretionary leave if:
- 9 (1) There are insufficient substitutes available to cover the discretionary leave
10 request after absences due to illness have been covered, or
- 11 (2) The number of requests exceed the three percent (3%) figure as stated in
12 Section 3.O.1.a. of this Article.
- 13 f. An employee who without good cause cancels a scheduled discretionary leave
14 day less than one working day prior to the day of leave shall lose the
15 opportunity to use this discretionary leave day at a later time. The employee
16 shall not be required to pay for the substitute providing no substitute is actually
17 used.
- 18 g. Such discretionary leave shall not be scheduled for the first five (5) days of the
19 school year, the last five (5) days of the school year, nor days especially
20 scheduled for final examinations, parent conferences, or parent-teacher nights.
- 21 h. Discretionary leave shall expressly not be used for the purpose of a strike,
22 work slowdown, work stoppage, or any other concerted activity.
- 23 i. No days of discretionary leave may be used immediately prior to the effective
24 date of termination from employment.
- 25 j. It is understood that discretionary leave can only be used in full day
26 increments.
- 27 k. By rule of State Teachers Retirement System (STRS) regulations, a day of
28 discretionary leave may not be counted as a full day towards STRS service

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ARTICLE X ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF PERSONNEL

1 ARTICLE X ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF PERSONNEL

2 Section 1. Purpose of Assignment, Transfer and Reassignment

3 A. The assignment, transfer or reassignment of employees enables the District to
4 provide an educational program that will effectively utilize the professional staff, taking
5 into consideration positive faculty morale and placement of employees with necessary
6 credentials, skills, and experience in appropriate positions.

7 1. "Transfer" means the movement of an employee, either employee-initiated or
8 administrator-initiated, from one school or geographical location to another
9 school or geographical location.

10 2. "Reassignment" means the movement of a K-6 employee from one grade
11 level/program to another grade level/program within the same school, or a 7-12
12 employee from one department to another department within the same school.
13 A change in the courses assigned to a 7-12 employee shall be made in accord
14 with Section C. below.

15 Section 2. Assignment of Employees

16 A. Notification of Assignment

17 1. Each Spring, prior to building the Fall Schedule for a school, the administrator in
18 charge shall confer with each employee to determine the grade level/courses
19 which the employee desires to teach using a District provided form.

20 2. The District shall normally give returning employees their building and teaching
21 assignments for the subsequent year five days before the closing day of the
22 current school year, but in any case, no later than September 1. In the event a
23 change is made in a returning employee's assignment for the ensuing school
24 year, and if requested by the employee, the reasons for the change shall be in
25 writing. A meeting with the site administrator shall be held before the change
26 becomes final if requested by the employee.

27 3. The District shall attempt to give new employees hired before September
28 1 assignments at the time of their hiring, but in any case, not later than

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE X ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF PERSONNEL

1 September 1.

2 4. All employees must notify the Assistant Superintendent, Personnel Services in
3 writing on or before June 30 of any school year of their intent not to return for the
4 following school year. Any employee who fails to provide such notification on or
5 before June 30 shall be deemed to have entered into a contract of employment
6 for the following school year and shall not be released from employment without
7 written approval of the District.

8 B. Grades K-6 Assignment

9 1. In the event that an employee disagrees with his/her teaching assignment,
10 he/she may appeal the decision, subject to the following appeal procedures:

11 a. The employee shall be entitled to meet with the principal within ten (10)
12 days of receipt of the notification to discuss the reasons for the change in
13 the teaching assignment.

14 b. The employee may appeal the principal's decision within five (5) days of the
15 meeting to either the Assistant Superintendent, Personnel Services or to an
16 appeals panel composed of the Director of Elementary Education, an
17 elementary teacher appointed by the Director of Elementary Education, and
18 an elementary teacher appointed by the President of SVEA. The employee
19 shall choose the means of appeal and will authorize the release of his/her
20 personnel file. The decision of the Assistant Superintendent, Personnel
21 Services or the appeals panel shall be rendered within fifteen (15) days of
22 the appeal and shall be final and shall not be subject to the grievance
23 provisions of this Contract.

24 c. Modification of the teaching assignment due to enrollment changes after
25 September 1 or the beginning of the school year, whichever comes first, will
26 not be subject to the conditions of this provision for grades K-6.

27 C. Grades 7-12 Assignment

28 1. An employee may continue to teach those courses which he/she has taught the

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1 previous semester under the following conditions:

- 2 a. By the last working day of the previous school year, he/she has not been
3 notified by the evaluator of a possible assignment change due to
4 substandard teaching performance.
- 5 b. On the final evaluation, he/she has received no more than two (2) ratings of
6 "Does Not Meet Standard" in teaching standards 1-5.
- 7 c. Those courses continue to be offered.
- 8 d. In no case does this clause guarantee more than two sections of a course
9 nor more than two courses to any individual teacher.

10 2. Reduction in the Number of Courses

- 11 a. In the event that fewer sections of a particular course are offered, the
12 employee who has taught that particular course for the longest continuous
13 period of time shall be selected to teach the course unless he/she declines
14 to do so. No employee shall be guaranteed more than two sections of that
15 particular course.
- 16 b. It is understood that this guarantees a teacher no more sections than
17 he/she had the prior school year.

18 Section 3. Employee-Initiated Transfer/Reassignment

- 19 A. A list of current vacancies shall be posted on the District Website. The list will include
20 a closing date for submitting a request for transfer/reassignment. A minimum of ten
21 (10) calendar days between posting date and closing date will be allowed, except in
22 the case of postings caused by the need to hire additional staff in the fall or to fill a
23 vacancy that may be created within the school year; in those cases, there shall be a
24 minimum of five (5) calendar days between posting date and closing date. Normally,
25 interviews to fill vacancies will be held only after the closing date. Assignments to fill
26 vacancies may be made only after the closing date. If a vacancy is for a limited term,
27 the District shall so indicate in the publication. All employees may apply for any
28 vacant position.

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ARTICLE X ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF PERSONNEL

- 1 B. At any time, an employee may initiate a request for transfer/reassignment by
2 submitting a request to the Personnel Office. The Personnel Office will forward the
3 request to the administrator of the requested school where it will be retained until all
4 vacancies are filled. There is no limit to the number of transfer/reassignment requests
5 that an employee may make.
- 6 C. Each vacant position posted will show work location; credential required, if
7 appropriate; major and minor field or grade level, whichever is applicable; and special
8 qualifications, duties, and responsibilities. When a vacancy is filled, all applicants will
9 be notified within a reasonable period of time.
- 10 D. Employees from within the District shall be given an opportunity to interview for any
11 vacancy. Employees and out of District applicants shall be interviewed by the
12 Principal or Designee, as part of the same pool.
- 13 E. Employees from within the District shall be given first consideration for any vacancy
14 for which they are qualified. Competency and seniority shall be two of the significant
15 criteria to filling any vacancy. First consideration does not give an employee the right
16 to a position at the exclusion of out of District applicants.
- 17 F. If an employee initiated transfer/reassignment request is denied, the employee shall
18 be provided with the specific reasons for the denial in writing within ten (10) days of
19 request by the employee.
- 20 G. An employee initiated transfer/reassignment request may be withdrawn by the
21 employee at any time in writing prior to the notification that the transfer/reassignment
22 has been approved.
- 23 H. The provisions of this section shall not apply to the staffing of new schools, except as
24 provided by Section 6 of this Article.

25 Section 4. Administrator-Initiated Transfer

- 26 A. The District shall determine the basis for an administrator-initiated transfer of
27 employees. Among the criteria which may be considered when making
28 administrator-initiated transfers are:

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ARTICLE X ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF PERSONNEL

- 1 1. Appropriate credential
- 2 2. Major/minor field of study
- 3 3. Previous experience in the grade/subject area
- 4 4. Contribution to the instructional program through those assignments specified in
- 5 the extra-duty pay salary schedule for Advisor, Coordinator and Varsity Head
- 6 Coaches and in Article XVIII, Category 5 for service as Department Chair or SIP
- 7 Coordinator
- 8 5. Possession of CLAD, BCLAD or equivalent Certificate for employees whose
- 9 classroom assignment requires possession of such certification.

10 If there is more than one candidate for an administrator-initiated transfer and, after
11 consideration of all of the relevant criteria, the candidates are substantially equal, the
12 employee with the fewest years of service in the district shall be transferred.

13 B. When an administrator-initiated transfer of an employee is to be made for the ensuing
14 year, the notification will be provided to the employee as soon as possible and not
15 later than June 1 except in unusual circumstances. If an employee is administratively
16 transferred after June 1, as much notice as possible will be given before the actual
17 transfer occurs.

18 C. Upon request, the employee shall receive, within ten (10) working days, written
19 reasons when an administrator-initiated transfer is made by the administration.

20 D. An administrator-initiated transfer shall take place only after a meeting between the
21 employee and/or the Assistant Superintendent, Personnel Services, if such a meeting
22 is requested by the employee. The employee shall have right to representation at the
23 meeting and will be notified of the reasons for the transfer. The District shall consider
24 objections to the administrator-initiated transfer by the employee and will take these
25 objections into consideration in making the final decision on the transfer.

26 E. The employee being administratively transferred shall have the opportunity to be
27 considered for all positions that are open for which he/she is qualified. A weekly
28 updated list of all such open positions shall be available in writing in the Personnel

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1 Office.

2 F. The District shall furnish transportation of materials to assist in relocations
3 necessitated by the closing of a school, the opening of a new school, or
4 administrator-initiated transfers. Affected employees shall be notified as soon as the
5 necessity for transfer has been determined to expedite the relocation process.

6 Section 5. Administrator-Initiated Transfer Due to Surplus Situation/School Closure.

7 A. Surplus Situation: A surplus situation exists when the number of employees assigned
8 to a school exceeds the staffing allocation authorized for the school.

9 1. The entire faculty of the school shall be consulted to determine if the surplus may
10 be resolved by an employee volunteering for transfer.

11 2. In the event there are no volunteers, the involuntary transfer shall be determined
12 by District seniority. The seniority of a partnership shall be the seniority of the
13 partner working more days. In the event the partnership plan indicates the total
14 number of days is equal, the seniority date of the partner working more days in the
15 spring semester shall be the seniority date of the partnership. Teachers with EL
16 certification shall be skipped.

17 3. An employee/partnership transferred due to reduction in staff at the end of a
18 school year may, by mutual agreement of the employee/partnership and the
19 District, be returned to the site in October if the enrollment in October justifies one
20 (1) or more additional employees.

21 B. Transfer of Teachers Due to Surplus Situations or Closure of Schools

22 1. Teachers subject to transfer due to surplus situations or closure of schools shall be
23 reassigned prior to the placement of voluntary transfers, temporary teachers, or
24 out-of-district hires.

25 2. The District shall furnish transportation of materials to assist in relocations
26 necessitated by a transfer due to a surplus situation or closure of school.

27 Section 6. Staffing New Schools

28 A. Notice will be given to the professional staff listing openings and necessary

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1 qualifications.

2 B. Those considered for transfer to new schools will be contacted and given an
3 opportunity to discuss grade level and/or subject area of the new assignment.

4 C. Care will be exercised to avoid decimating an existing school or department within a
5 school.

6 Section 7. Administrator-Initiated Reassignment of Employees

7 A. If it becomes necessary to reassign a 7-12 employee from one department to another
8 department, the following non-prioritized criteria shall be used:

9 1. Employees being assigned to any department should have one or more of the
10 following qualifications:

11 a. Credentials or major to teach in that department.

12 b. A minimum of twelve (12) units in the subject matter to be taught or course
13 work closely related to the subject to be taught.

14 c. Interest or previous teaching experience in the subject area.

15 2. The District will give consideration to qualifications, credentials, and seniority
16 when determining the assignment.

17 3. To the extent practicable, an effort will be made to keep a department
18 chairperson teaching full-time within his/her department.

19 4. To the extent practicable, an effort will be made to keep department
20 chairpersons and coordinators of subject areas or of programs closely connected
21 with subject areas with the program that they are coordinating full time.

22 5. Whenever there exists a situation where reassignment of staff is necessary,
23 every effort will be made to resolve the problem between the departments
24 directly involved.

25 B. If it becomes necessary to reassign a K-6 employee from one grade level/program to
26 another grade level/program the following non-prioritized criteria shall be used:

27 1. Credential(s)

28 2. Interest or previous experience in the grade level/program.

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1 3. Possession of CLAD, BCLAD, or equivalent certificate.

2 4. Needs of the instructional program.

3 Section 8. Miscellaneous

4 A. When an employee is reassigned or administratively-transferred on or after the first
5 day of student contact, the employee may choose either one (1) day of paid leave or a
6 stipend equivalent to one day of substitute pay.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XI SAFETY

1 ARTICLE XI SAFETY

2 A. The Board shall make a conscientious effort to implement and use practices and
3 processes which are recommended by the District Safety Officer for the adequate
4 protection and safety of the employees.

5 B. All employees' personal items, if properly registered by the employee and approved
6 by the administrator, shall be covered by insurance by the District against theft,
7 damage, or fire, or other cause of loss subject to the requirement of the insurance
8 carrier.

9 C. When an employee reasonably believes he/she has been battered and/or assaulted in
10 connection with or related to his/her employment, he/she will report the incident in
11 writing to the immediate supervisor as soon as practicable. The immediate supervisor
12 shall keep the report and take whatever action he/she deems appropriate. If the
13 employee chooses to report the incident to the police, necessary release time shall be
14 provided by the immediate supervisor for this purpose.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XII GRIEVANCE PROCEDURE

1 ARTICLE XII GRIEVANCE PROCEDURE

2 Section 1. Definitions

- 3 A. "Grievance" is a formal written allegation that there has been a misapplication of a
4 specific provision of this Agreement.
- 5 B. "Day" is defined as a day in which the District office is scheduled to be open.
- 6 C. "Immediate supervisor" is the principal or other management employee of the District
7 having immediate jurisdiction over the employee and who has been designated to
8 adjust a grievance.

9 Section 2. Informal Conference

10 Before filing a grievance, an employee will first discuss the basis for the contemplated
11 allegation with the immediate administrator with the objective of resolving the matter
12 through such an informal conference. The employee shall have the right to be
13 accompanied by a representative of the Association.

14 Section 3. Process of a Grievance

15 A. Level I - Immediate Administrator

- 16 1. Within ten (10) days after the occurrence of the act or omission giving rise to the
17 grievance, the employee must present his/her grievance on the form listed in
18 Appendix C to the immediate administrator.
- 19 2. The written description on the District provided above-referenced form shall be a
20 clear, concise statement of the allegation, including the specific section(s) that
21 are alleged to have been violated, the circumstances involved, the conclusions
22 reached at the informal conference, and the specific remedy sought.
- 23 3. The immediate administrator shall communicate a decision to the employee in
24 writing within ten (10) days after receiving the grievance. If the administrator
25 does not respond within the time limit, the grievance is deemed denied and the
26 employee may appeal in writing to the next level. Such appeal must be made
27 within five (5) days after the expiration of the time limit or after the written
28 answer is received, whichever occurs first.

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1 4. Within the specified time limit, either party may request a personal conference
2 with the other, and such request shall be granted.

3 B. Level 2 - Superintendent or Designee

4 1. If the employee is not satisfied with the decision on the grievance at Level 1, the
5 employee may appeal, and, if so, shall file the grievance on the District-provided
6 form with the Superintendent, or his designee, within five (5) days after the
7 written decision at Level 1 has been delivered or prior to expiration of the time for
8 appeal in Section 3.A.3. of this Article, whichever occurs sooner.

9 2. The statement filed at this level shall include a copy of the original grievance, a
10 copy of the decision rendered, and a clear, concise statement of the reasons for
11 the appeal.

12 3. The Superintendent, or his designee shall communicate his decision in writing
13 within ten (10) days after receiving the appeal. Either the employee or the
14 Superintendent (or his designee), may request a personal conference with the
15 other within the time period from filing of the appeal to the deadline for rendering
16 of a decision. If the Superintendent (or his designee) does not render a written
17 decision within the prescribed time limit, the employee may appeal to the next
18 level. Such appeal must be made within five (5) days after the expiration of the
19 time limit.

20 C. Level 3 - Binding Arbitration

21 1. If the grievance is not resolved at Level 2, the grievant may, within twenty (20)
22 days after submission of the grievance to Level 2, request that the Association
23 submit the grievance to binding arbitration. The Association shall notify the
24 Superintendent in writing within fifteen (15) days of the receipt of the request
25 from the grievant whether or not the grievance will be submitted to binding
26 arbitration.

27 2. The Association and the District shall attempt to agree upon an arbitrator. If no
28 agreement can be reached within five (5) days, a joint request shall be made to

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ARTICLE XII GRIEVANCE PROCEDURE

1 the American Arbitration Association (A.A.A.) requesting a list be submitted of
2 seven (7) arbitrators.

3 3. Within five (5) days of receipt of the list of arbitrators, the Association and District
4 shall meet and will alternately strike names until one name remains. The
5 remaining name shall be the name of the selected arbitrator. The order of
6 striking shall be determined by lot.

7 4. Arbitration

8 a. The parties shall be bound by the Voluntary Labor Arbitration Rules of the
9 A.A.A.

10 b. All documents that either party intends to use at the hearing, to the extent
11 available, shall be exchanged no later than five (5) days prior to the hearing
12 date.

13 c. The arbitrator shall afford District representatives and the employee, or his
14 representatives involved, a reasonable opportunity to present evidence,
15 witnesses, arguments, and briefs.

16 d. It is expressly understood that a grievance may not be submitted to the
17 arbitrator which pertains to:

18 (1) Any matter relating to the substance of evaluation including the goals
19 and objectives which form the basis of the evaluation or the final
20 evaluation itself.

21 (2) Any type of discipline, including letters of reprimand, except for those
22 allegedly pertaining to matters specifically covered by this Agreement.

23 (3) Substance of parent complaints.

24 (4) Suspensions, demotions, or dismissal.

25 5. The Arbitrator's decision will be in writing and will set forth his/her findings,
26 reasonings, and conclusions on the issue(s) submitted. The arbitrator will be
27 without power or authority to make any decision which requires the commission
28 of an act prohibited by law or which is violative of the terms of this agreement.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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1 The decision of the arbitrator shall be binding. The arbitrator shall have no
2 power to add to, subtract from, or modify the terms of the agreement or the
3 written policies, rules, regulations and procedures of the District; nor shall the
4 arbitrator be empowered to render a decision on issues not before the arbitrator.

5 6. The cost of the services of the arbitrator will be borne equally by the District and
6 the Association.

7 Section 4. Other Provisions

8 A. An employee may represent himself or herself at all stages of the formal grievance
9 process. At any of Levels 1 through 3, after a formal written grievance has been filed
10 by the employee, the employee at his/her request, may be accompanied and assisted
11 in the process of representation with respect to the grievance by a representative of
12 the Association.

13 B. Resolution of a grievance at Level 1 or 2 shall be deemed to exist either by affirmation
14 of the employee to concur with the decision rendered or by failure of the employee to
15 appeal the decision within the specified time periods to the next higher level.

16 C. The filing of a grievance shall in no way interfere with the right of the Board to proceed
17 in carrying out its management responsibilities and decisions prior to a final resolution
18 of the grievance. In the event the employee protests an order, requirement, or other
19 directive, the employee shall fulfill or carry out such order, requirement, or other
20 directive, prior to filing a grievance, and shall continue to carry out such order,
21 requirement or other directive, pending the final resolution of the grievance.

22 D. Although a specific time period is provided for administrative decisions at each level of
23 the foregoing procedure, it is recognized that multiple grievance filings must be
24 processed in a sequential manner. Consequently, at each level of the procedure,
25 grievances shall be assigned consecutive numbers based upon the time and date on
26 which written grievances are received. Administrative personnel shall process such
27 numbered grievances in a sequential manner following a pattern that first filed will be
28 first considered. Regardless of specific time periods provided for decisions at the

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ARTICLE XII GRIEVANCE PROCEDURE

- 1 various levels of this procedure, administrative personnel shall not be required to
2 consider more than one grievance per day.
- 3 E. Once a grievance arising from a particular incident(s) or circumstance(s) has been
4 resolved, another grievance based on that particular incident may not be filed.
- 5 F. All documents, communications, and records dealing with the processing of a
6 grievance will be filed in a separate grievance file and will not be kept in the personnel
7 file of any of the participants.
- 8 G. The Association, its officers and its agents, shall not use the grievance procedure or
9 the procedures of this Agreement to solicit grievances.
- 10 H. The time limits specified at each level in the grievance procedure shall be considered
11 to be jurisdictional, and efforts shall be made by both parties to meet these time limits.
12 The time limits, however, may be extended by mutual written agreement.
- 13 I. In the event a grievance is filed at such a time that it cannot be processed through all
14 the steps in this grievance procedure by the end of the school year, and, if left
15 unresolved until the beginning of the following school year could result in harm to the
16 grievant or the District, the time limits set forth herein will be reduced so that the
17 procedure may be exhausted prior to the end of the school year or as soon as
18 practicable.
- 19 J. The grievant and/or his/her representative shall be provided reasonable release time
20 at Level 1 or above for the purpose of grievance conferences or hearings. Any
21 witness who appears at the conference or hearing shall be accorded the same
22 right. Grievants and/or their representatives shall provide adequate notice to their
23 immediate supervisors reasonably in advance of the anticipated appearance.
- 24 K. The District shall not agree to a resolution of a formal grievance until the President of
25 the Association has received a copy of the grievance and the proposed resolution and
26 the Association has been given opportunity to file a response. The Association shall
27 receive a copy of each formal grievance at the time of filing.
- 28 L. The grievance process shall not be used to challenge or change policies, regulations,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XII GRIEVANCE PROCEDURE

1 or procedures of the District which are not included in this Agreement.

2 M. No reprisal of any kind shall be taken by the District, or by an member or
3 representative of the District, against the Association, a grievant, or persons who
4 assisted the grievant for any activity appropriately related to the filing of a grievance.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

1 ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

2 Section 1. CalSTRS Reduced Workload Program

3 A. The District shall permit certificated employees to participate in the CalSTRS Reduced
4 Workload Program and reduce their workload from full-time to part-time duties (a
5 minimum of 50% of full-time) and have their retirement benefits based on full-time
6 employment for up to ten years, normally the last ten years before retirement. To
7 qualify for this program, the employee must meet the following eligibility requirements:

- 8 1. Attained the age of fifty-five (55) prior to the beginning of the school year in which
9 the employee will participate in the reduced workload program.
- 10 2. Have at least ten years of full-time STRS credited service in a position requiring
11 certification. Five (5) years shall have been served in the District.
- 12 3. Have been employed full-time performing STRS creditable service five
13 consecutive years immediately before entering the reduced workload program.
- 14 4. Submit the application for participation in this program no later than May 1 of the
15 preceding school year.

16 B. The agreement or contract for reduced service shall be executed by the employee and
17 the employer, in writing, prior to the period of reduced service at the beginning of the
18 school year or before the beginning of the second half of the school year. It shall
19 include a job description, duties, hours, location or locations at which services are to
20 be performed and the duration of participation in the program. The agreement can be
21 revoked only with the mutual consent of the employee and the employer. The
22 assignment shall require service based on consecutive hours or periods in the school
23 day.

24 C. Reduced teaching assignments shall be authorized on one of the following models:
25 1. Teach full-time for one semester provided the employee works at least one-half
26 ($\frac{1}{2}$) of the school year or ninety-two (92) days.
27 2. Teach half-time for the school year provided the employees works at least one-
28 half ($\frac{1}{2}$) of the school year or ninety-two (92) days.

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ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

- 1 D. The employee shall be paid a salary which is the pro rata share of the salary he/she
2 would be earning had he/she not elected to exercise the option of part-time
3 employment. The employee shall retain all other rights and benefits for which he/she
4 or the District makes the payments, including those as provided in Section 53201 of
5 the Government Code, that would/should be required if he/she remained in full-time
6 employment.
- 7 E. Part-time service is limited to a period not to exceed ten (10) years.
- 8 F. The employee and employer agree to submit contributions to the State Teachers'
9 Retirement System based on the compensation which would be earned for full-time
10 employment.
- 11 G. Full retirement credit is not earned until the end of the full school term or full school
12 year. Participants who terminate prior to these concluding periods will receive
13 retirement credit based on the salary actually paid for that year in the proportion that it
14 relates to the annual salary that would have been paid had the employment continued.
15 An employee may request termination of the agreement. Such request shall be made
16 in writing to the employer not later than November 15 or March 15 in any school year,
17 and the employer shall act on the request on or before January 15 or May 15. If
18 consent is given, the employee shall be reassigned to the school of previous full-time
19 employment or if such assignment is unacceptable or cannot be made, the employee
20 shall be given priority consideration for any vacancy for which he/she is qualified.
- 21 H. Retirement contributions for service not credited because of termination of contract or
22 agreement, by resignation, dismissal, or retirement, will be returned to the employee,
23 or in case of death, to the beneficiary. When two or more applications for reduced
24 teacher service are received on the same day, the original order of employment which
25 determined seniority rights shall determine priority rights to reduce teaching
26 assignment.
- 27 I. All rights mandated by law and any additional benefits which may be granted by the
28 District to its certificated employees shall be applicable to any and all such employees

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ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

1 who are on contract for reduced teaching service. District payments of premiums or
2 other charges for employees' health and welfare benefits shall not be prorated for an
3 employee who is on a reduced service contract.

4 J. On or before the beginning of the second semester and/or May 20 in any year, the
5 employer shall provide the Association with a list of employees who will be
6 participating in the reduced teaching service program.

7 Section 2. Voluntary Early Retirement

8 A. The District shall provide a voluntary early retirement program, known as Plan C, for
9 any employee who has served in a credentialed position in the District for a period of
10 not less than five (5) years and attained education experience under the provision of
11 this contract for not less than twenty (20) years, and elects to retire between ages 55
12 and 65.

13 B. For Plan C, employees must have attained the age of fifty-five (55) years prior to July 1
14 or otherwise be eligible for STRS service retirement prior to retiring.

15 C. Employees must take the necessary steps in order to effect their retirement between
16 May 1 and June 30 and provide written notice to the District no later than May 1 in
17 order to qualify for the provisions of Plan C. However, in the event of an employee's
18 need to retire because of a medical disability, the provisions of this program will go into
19 effect regardless of the date of application for retirement.

20 1. Plan C

21 a. Any employee who has served in a credentialed position for the District for a
22 period of not less than five (5) years, attained education experience credit
23 acceptable under the provisions of this contract for not less than twenty (20)
24 years and has attained the age of fifty-five (55) prior to retiring and has
25 retired from the District shall be eligible to enter into a contract with the
26 District. The purpose shall be to provide specialized services or advice
27 which is needed by the District and within the expertise of the retiring
28 individual.

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ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

1 b. This service shall be for a maximum of thirty (30) days per year at a per
2 diem rate based upon the employee's regular salary at the time of retirement
3 for a total sum not to exceed that permitted by Education Code Section
4 23919. So long as service has been performed satisfactorily, the contractual
5 agreement shall be renewable annually for up to three (3) years or until age
6 seventy (70) whichever comes first.

7 Section 3. Health Benefits for Retirees

8 A. Any employee hired in the District before July 1, 2012 and who has served in a
9 credentialed position for the District for a period of not less than five (5) full-time years
10 and has attained the age of 55 and has not attained the age of 65 is eligible for all
11 medical, mental health, dental, vision care, and life and accidental death and
12 dismemberment benefits given by the District to employees upon his/her retirement.

13 Any employee hired on or after July 1, 2012 and who has served in a credentialed
14 position for the District for a period of not less than ten (10) full-time years and has
15 attained the age of 55 and has not attained the age of 65 is eligible for all medical,
16 mental health, dental, vision care, and life and accidental death and dismemberment
17 benefits given by the District to employees upon his/her retirement.

18 B. Any employee who has served in a credentialed position in the District for a period of
19 not less than twenty (20) years and has attained the age of 50 and has not attained the
20 age of 55 is eligible for all medical, mental health, dental, vision care, and life and
21 accidental death and dismemberment benefits given by the District to employees upon
22 his/her retirement for ten (10) years.

23 C. The District shall contribute one hundred percent 100% of the cost for providing the
24 retired employee the same insurance benefits (medical, dental, vision, psychological
25 services, and life insurance) that would be provided if the person were a regular, non-
26 retired employee eligible for benefits, at the time of retirement. Employees who retire
27 on or after July 1, 2002 shall make the same contributions for medical coverage
28 required of existing employees. In the event the retiree dies, and the spouse or

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH SVEA, 2012-2013

ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

1 registered domestic partner and/or eligible dependents are enrolled in the District's
2 Health Benefit program, the health benefits (medical, mental health, dental, and vision)
3 will be continued for the retiree's spouse or registered domestic partner and eligible
4 dependents provided he/she has attained the age of 55 and has not attained the age
5 of 65 and dependents continue to meet the eligibility requirements specified by the
6 Plan Document. In the event the retiree attains the age of 65, the health benefits will
7 be continued for the retiree's spouse or registered domestic partner provided he/she
8 has attained the age of 55 and has not attained the age of 65. In the event the retiree
9 is 55 to 65 and the retiree's spouse or registered domestic partner is over 65, health
10 benefits will be continued for both the retiree and the retiree's spouse or registered
11 domestic partner until the retiree reaches the age of 65. These insurance benefits
12 shall be secondary to any benefits for which the retired employee or his/her spouse or
13 registered domestic partner is eligible under Medicare or MediCal.

14 D. After the retiree and his/her dependents or registered domestic partner are no longer
15 eligible for District Health Benefits, the retiree may purchase the same health benefits
16 given to regular employees through COBRA for a fee of 102% of the cost of benefits
17 for regular employees, (unless the retiree is no longer eligible for COBRA benefits).
18 These benefits shall be secondary to any benefits for which the retiree or dependents
19 is eligible under Medicare or Medical.

20 E. When the retiree is no longer eligible for COBRA benefits, the retiree and spouse or
21 registered domestic partner may purchase the same medical and dental benefits
22 provided to regular employees. Those who are Medicare eligible may purchase the
23 same medical and dental benefits provided to regular employees for a fee of 140% of
24 the cost of the benefits for regular employees. These benefits shall be secondary to
25 Medicare. Employees who retire on or after July 1, 2004 and who are not Medicare
26 eligible may purchase these benefits at 300% of the cost of benefits for regular
27 employees.

28 Section 4. An employee eligible for STRS service retirement during the school year may

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

- 1 elect to retire provided the following conditions are met:
- 2 A. The employee provide the District with notification of intent to retire no later than sixty
- 3 (60) calendar days prior to the date of retirement.
- 4 B. The employee set his/her effective retirement date at the end of a trimester or
- 5 semester.
- 6 C. A qualified candidate can be hired by the District to fill the position to be vacated by the
- 7 potential retiree through normal hiring procedures.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

1 Section 1. Definitions for Purposes of this Agreement:

2 A. PAR Program: Allows exemplary teachers to assist permanent teachers in the areas
3 of subject matter knowledge, teaching strategies, or teaching methods and
4 instruction.

5 B. Teacher Professional Support System: Provides on-going programs of curriculum
6 and staff development as well as assistance to beginning teachers (i.e., first and
7 second year teachers) using exemplary teachers and school and district level
8 administrators.

9 C. Classroom Teacher or Teacher: Any member of SVEA who is covered by Article VII,
10 Evaluation, of this Agreement.

11 D. Voluntary Participating Teacher: Any teacher with permanent status whose last
12 annual performance evaluation does not include a rating of "Does not meet standard"
13 in one of the California Standards for Teaching Profession 1-5 and who volunteers to
14 participate in PAR.

15 E. Referred Participating Teacher: Any teacher with permanent status whose last
16 annual performance evaluation contained a rating of "Does not meet standard" in one
17 of the California Standards for Teaching Profession 1-5.

18 F. PAR Consulting Teacher: An exemplary teacher who meets the requirements of
19 Section 6.A. of this Article and is selected by the Joint Panel to provide PAR
20 assistance to a Participating Teacher.

21 G. Curriculum Specialist: An exemplary teacher who meets requirements of Section 6.A.
22 of this Article and is selected by the Joint Panel to provide curriculum and staff
23 development assistance as directed by the District.

24 H. Staff Development Consultant: A teacher selected by the District who provides
25 specific in-service training and workshops on an as needed basis to meet teacher
26 staff development needs as determined by the District.

27 I. Support Provider: A teacher selected by the District whose primary responsibility is to
28 provide assistance to the first and second year teachers, but who may also be

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

1 assigned to provide assistance to any teacher who has formally requested such
2 assistance.

3 J. Principal or Evaluator: The certificated Administrator who is designated to evaluate a
4 teacher.

5 Section 2. Purpose of PAR Program

6 A. The PAR Program allows exemplary teachers to assist permanent teachers in the
7 areas of subject matter and curriculum knowledge, teaching strategies, or teaching
8 methods and instruction.

9 B. The extent of PAR's assistance and review depends on whether the participating
10 teacher is (1) a permanent teacher who volunteers or (2) a permanent teacher who is
11 required to participate in the program as a result of receiving a rating of "Does not
12 meet standard" in one of the California Standards for Teaching Profession 1-5 on the
13 Annual Certificated Employee Evaluation form.

14 C. PAR assistance shall be provided through PAR Consulting Teachers as described in
15 Section 3.A. of this Article. This assistance shall not involve the participation in nor
16 conduct of the annual evaluation of teachers as set forth in Article VII, Evaluation of
17 this Agreement except for making available to the Principal the results of the Referred
18 Participating teachers' participation in PAR.

19 Section 3. PAR Program

20 A. For Referred Participating Teacher:

21 1. Any permanent teacher who has received a rating of "Does not meet standard"
22 in one of the California Standards for Teaching Profession 1-5 on the
23 Certificated Employee Evaluation form and is referred to PAR by the Principal is
24 required to participate in PAR.

25 2. If a teacher referred to PAR appeals the content of an evaluation, the PAR
26 process shall continue until a final decision on the appeal has been made. If the
27 appeal is upheld, the referral to PAR shall be withdrawn. If the appeal is denied,
28 the referral to PAR shall continue to be implemented.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XIV PEER ASSISTANCE AND REVIEW

- 1 3. By the third Friday in June:
 - 2 a. The Principal's recommendations for improvement shall be completed,
3 aligned with student learning, clearly stated and consistent with Education
4 Code Section 44662. These recommendations shall be considered, as the
5 performance goals required by Education Code Sections 44664 (a) and
6 44500 (b)(2).
 - 7 b. A copy of the Principal's recommendations shall be given to the Referred
8 Participating Teacher.
- 9 4. The PAR Consulting Teacher's assistance and review shall focus on the specific
10 areas recommended for improvement by the Principal.
- 11 5. By June 30 of each year the Assistant Superintendent, Personnel Services shall
12 notify teachers, if any, of the requirement to participate in PAR the following
13 school year.
- 14 6. By August 1 of each year the Assistant Superintendent, Personnel Services
15 shall notify the Referred Participating Teachers, if any, of the PAR Consulting
16 Teacher to whom they have been assigned.
- 17 7. By the 1st Friday in September, the Principal shall meet with the Referred
18 Participating Teacher and the PAR Consulting Teacher to review the written
19 recommendations for improvement.
- 20 8. By the 4th Friday in September, the Principal and the PAR Consulting Teacher
21 assigned to the Referred Participating Teacher shall meet and discuss the
22 recommended areas of improvement outlined by the Principal and the types of
23 assistance to be provided by the PAR Consulting Teacher. This assistance may
24 include but is not limited to:
 - 25 a. Provide consultative assistance to the Referred Participating Teacher to
26 improve in the specific areas targeted by the Principal, including
27 coordinating resources and activities to assist the Referred Participating
28 Teacher in meeting the goals identified by the Principal.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XIV PEER ASSISTANCE AND REVIEW

- 1 b. Meet and consult with the Principal on a regular basis.
- 2 c. Meet with the Referred Participating Teacher on a regular basis.
- 3 d. Conduct classroom observations.
- 4 e. Arrange for the Referred Participating Teacher to observe the PAR
- 5 Consulting Teacher and/or other selected teachers.
- 6 f. Arrange for the Referred Participating Teacher to attend training in
- 7 specified teaching techniques or in designated subject matter, including
- 8 demonstration lessons, coaching, in-service courses, workshops and
- 9 conferences.
- 10 g. Maintain appropriate records of each Referred Participating Teacher's
- 11 activities.
- 12 9. The PAR consulting Teacher and the Principal are expected to establish a
- 13 cooperative relationship and shall coordinate and align the assistance provided
- 14 to the Referred Participating Teacher.
- 15 10. The PAR Consulting Teacher shall conduct multiple classroom observations of
- 16 the Referred Participating Teacher. For purposes of this section, multiple
- 17 classroom observations shall mean at least five observations.
- 18 11. By the 1st Friday in April, the PAR Consulting Teacher shall submit a written
- 19 report to the Joint panel, the Referred Participating Teacher and the Principal
- 20 describing the Referred Teacher's participation in PAR. The report shall consist
- 21 solely of (1) a description of the assistance provided to the Referred
- 22 Participating Teacher and (2) a description of the results of the assistance. This
- 23 report shall not evaluate the teacher's participation in the program.
- 24 12. The PAR Consulting Teacher's report shall be made available to the Principal as
- 25 information. The Principal shall have the discretion as to whether and how to
- 26 use this information in the annual evaluation.
- 27 13. By the 2nd Friday in April, the Joint Panel shall meet, if necessary, to determine
- 28 whether the Referred Participating Teacher will benefit from continued

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

1 participation in the PAR and notify the Assistant Superintendent of Personnel.

2 14. By the 3rd Friday in May, the Joint Panel shall submit an evaluation of the impact
3 of the PAR Program, including recommendations for improvement, to the Board
4 of Education and SVEA.

5 15. The Referred Participating Teacher will normally conclude participation in the
6 PAR Program at the end of the school year unless the Joint Panel determines
7 the teacher would benefit from continued participation in the Program, or the
8 teacher receives a rating of "Does not meet standard" in one of the California
9 Standards for Teaching Profession 1-5 on the Annual Certificated Employee
10 Evaluation Form.

11 16. The PAR Consulting Teacher's report on the Referred Participating Teacher
12 shall be placed in the Referred Participating Teacher's personnel file.

13 B. For Voluntary participating Teacher:

14 1. Any permanent teacher may volunteer to utilize the services of a PAR
15 Consulting Teacher.

16 2. Because voluntary participants are not mandated by law to participate in PAR,
17 the PAR Consulting Teacher, the Joint Panel nor the Administration shall
18 forward to the Board of Education the names of Voluntary Participating
19 Teachers.

20 3. The PAR Consulting Teacher's report shall not be placed in the personnel file of
21 the voluntary participant.

22 Section 4. Teacher Professional Support Program

23 The District and the Association recognize the need to provide on-going programs of
24 curriculum and staff development as well as assistance to beginning teachers (i.e., first
25 and second year teachers). It is further acknowledged that such programs are best
26 provided using the expertise of exemplary teachers and school and district level
27 administrators. For these reasons the parties agree to establish a Teacher Professional
28 Support Program with the following features:

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ARTICLE XIV PEER ASSISTANCE AND REVIEW

- 1 A. Curriculum Specialists shall be selected by the Joint Panel to provide curriculum and
2 staff development assistance for teachers, including assistance to Referred
3 Participating Teachers in cooperation with the PAR Consulting Teacher.
- 4 1. The Curriculum Specialist may represent, but is not limited to the following areas
5 of expertise:
- 6 a. Reading
 - 7 b. Written expression
 - 8 c. Computer related instruction
 - 9 d. Sciences
 - 10 e. Social Sciences
 - 11 f. Mathematics
 - 12 g. Visual Arts
 - 13 h. Performing Arts
 - 14 i. Special Education
 - 15 j. Modern languages
 - 16 k. Physical Education
 - 17 l. Health
 - 18 m. English Language Learner
- 19 2. The qualification requirements, application and selection process for Curriculum
20 Specialists shall be the same as the PAR Consulting Teacher as specified in
21 Section 6.A. through 6.C. of this Article.
- 22 B. Staff Development Consultants shall be selected by the District to provide specific in-
23 service training and workshops on an as needed basis to meet teacher staff
24 development needs as determined by the District.
- 25 C. Support Providers shall be selected by the District, in consultation with the Principal,
26 to provide direct assistance to new teachers (i.e., first and second year teachers).
27 Additionally, Support Providers may be assigned to provide assistance to a teacher
28 who has made a formal request to Principal, District and/or Association for such

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AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

1 assistance. The term of services for Support Providers shall be one year. Support
2 Providers may serve consecutive terms.

3 Section 5. Joint Panel

4 A. Effective June 30, 2007, the PAR Program shall be administered by a Joint Panel
5 which shall consist of:

6 1. Two (2) Saddleback Valley Unified School District classroom teachers, at least
7 one (1) of whom is an elementary teacher and one (1) is a secondary teacher.

8 The Joint Panel will be composed of teachers not currently serving as/or
9 applying for a PAR Consulting Teacher or Curriculum Specialist assignment. A
10 member of the Joint Panel shall also not be eligible to apply for a PAR
11 Consulting Teacher or Curriculum Specialist assignment during his/her term on
12 the Joint Panel.

13 2. One (1) Saddleback Valley Unified School district administrator.

14 B. Appointments as Joint Panel members shall terminate in the event that State funding
15 is terminated or the Annual Program Plan and Budget for Staff Development
16 developed by the District eliminates the Curriculum Specialist positions and the PAR
17 Program.

18 C. Teacher members of the Joint Panel shall serve staggered two-year terms. Members
19 must reapply for subsequent terms.

20 D. Qualifications for teacher members of the Joint panel shall be the same as those for
21 Curriculum Specialist as stipulated in Section 6.A of this Article.

22 E. The District shall post teacher Joint Panel positions not later than the first Friday in
23 December.

24 F. Teacher Members of the Joint Panel shall be appointed by the President of the
25 Association with the advice and consent of the Executive Board not later than
26 January 30.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
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- 1 1. Any member of the Association except the Association's Executive Board may
2 apply to serve as a member of the Joint Panel. Applications must be submitted
3 in writing on an application form.
- 4 2. A Selection Committee composed of three members of the Association's
5 Executive Board of the Association will review all applications for the purpose of
6 verifying the applicant's qualifications and make recommendations to the
7 President.
- 8 3. In the event that a teacher member is unable to complete a full two-year term,
9 the President of the Association shall appoint a teacher to serve for the
10 remainder of the term.
- 11 4. All applications shall be treated with confidentiality.
- 12 G. The Joint Panel shall operate under Robert's Rules of Order, and such by-laws or
13 standing rules as it may adopt by majority vote to regulate its own operations, subject
14 to State laws and regulations and existing Board Policies.
- 15 H. The Joint Panel shall normally meet to perform their duties after regular working
16 hours, unless engaged in direct observation of applicants for PAR Consulting Teacher
17 or Curriculum Specialist. In addition, the Joint Panel shall receive three (3) days
18 release per year for the purpose of conducting panel business, excluding interviews
19 for PAR Consulting Teachers and/or Curriculum Specialists.
- 20 I. The Joint Panel shall make all decisions through consensus. Failing consensus,
21 decisions shall be made by majority vote.
- 22 J. Responsibilities of the Joint Panel shall include the following:
 - 23 1. Develop and publicize the criteria for selection of the PAR Consulting Teacher
24 and the Curriculum Specialist including development of applications for each
25 position.
 - 26 2. Annually review, and revise as necessary, the PAR Consulting Teacher and
27 Curriculum Specialist applications.
 - 28 3. Establish a calendar of meeting dates.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

- 1 4. Attend all scheduled meetings of the Joint Panel.
- 2 5. Elect a Chairperson at the first meeting by secret ballot of a majority of the
- 3 committee.
- 4 6. Select PAR Consulting Teachers.
- 5 7. Select Curriculum Specialists.
- 6 8. Review PAR Consulting Teachers' reports on Referred Participating Teachers
- 7 9. Submit to the Board of Education and the Association an annual evaluation of
- 8 the impact of PAR including recommendations for improvement. The annual
- 9 evaluation may include but is not limited to the use of surveys and interviews.
- 10 10. Coordinate with the District to provide training for PAR Consulting Teachers and
- 11 Joint Panel members.
- 12 11. Forward to the Board of Education the names of the Referred Participating
- 13 Teachers.
- 14 12. Forward to the Personnel Office at the end of the year all the records regarding
- 15 the Program that shall be filed separately from the individual personnel records.

16 Section 6. PAR Consulting Teacher and Curriculum Specialist

- 17 A. PAR Consulting Teachers and Curriculum Specialists shall have the following
- 18 minimum qualifications:
- 19 1. Teaching Experience:
- 20 (a) The PAR Consulting Teacher must be a permanent teacher of the District
- 21 with at least five (5) years of teaching experience of which the last three (3)
- 22 must be consecutive (per Education Code 44501).
- 23 (b) The Curriculum Specialist must be a permanent teacher with at least five
- 24 (5) years of teaching experience.
- 25 2. Demonstrated exemplary teaching ability as indicated by effective
- 26 communication skills, subject matter knowledge, knowledge and commitment to
- 27 District curricular goals and standards, and mastery of a range of teaching
- 28 strategies necessary to meet students' needs in different contexts.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XIV PEER ASSISTANCE AND REVIEW

1 3. Ability to work cooperatively and effectively with other teachers and
2 administrators, demonstrated effective leadership skills, and experience in
3 working on school or district committees.

4 4. Recent involvement and commitment to on-going professional growth and
5 development activities.

6 B. Application and Selection of PAR Consulting Teachers and Curriculum Specialists

7 1. The District shall post PAR Consulting Teacher and Curriculum Specialist
8 positions not later than March 30. Each candidate will be required to submit a
9 completed application. The application shall include at least three references
10 from individuals who have direct knowledge of the applicant's abilities for the
11 position. At least one reference must be from the current or prior Principal.

12 2. All applications and references shall be treated with confidentiality and will not
13 be disclosed except as required by law.

14 3. No member of the Joint Panel shall have access to the personnel file of any
15 applicants, except with the prior written consent of the applicant.

16 4. The selection process will consist of three stages:
17 a. Screening of the written applications.
18 b. Interviews of remaining applicants.
19 c. Observation of remaining applicants' classroom performance.

20 5. At each stage of the selection process, the Joint Panel may eliminate one or
21 more of the applicants from the remaining stages of the process.

22 6. The selection process shall include the requirement for classroom observations
23 as provided in Section B.4 of this Article.

24 7. The Joint Panel will make the selection and report its list of selected PAR
25 Consulting Teachers and Curriculum Specialists to the Superintendent no later
26 than June 1.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

1 8. The Board of Education shall normally designate by June 30 of each year those
2 teachers who shall be a PAR Consulting Teacher and Curriculum Specialist for
3 the following year.

4 C. Assignment of PAR Consulting Teachers and Curriculum Specialists

5 1. The number of Curriculum Specialists to be selected may vary from year to year
6 or be eliminated, depending on the Annual Program Plan and Budget for Staff
7 Development developed by the District.

8 2. The number of PAR Consulting Teachers to be selected may vary from year to
9 year depending on the number of teachers who are referred to the PAR Program
10 and the Annual Program Plan and Budget for Staff Development developed by
11 the District. No more than three (3) Referred Participating Teachers shall be
12 assigned to each PAR Consulting Teacher. Every effort shall be made to assign
13 a Consulting Teacher whose teaching assignment (i.e., K-6 or 7-12) reflects the
14 assignment of the Referred Participating Teacher.

15 3. Each PAR Consulting Teacher shall be required to conduct at least five
16 classroom observations between October 1 and March 31 of each Referred
17 Participating Teacher assigned.

18 4. Each PAR Consulting Teacher shall be granted at his/her request one release
19 day per month for each Referred Participating Teacher. In the event that special
20 circumstances necessitate an additional day, it may be granted upon approval of
21 the Joint Panel.

22 5. Assignment of PAR Consulting Teachers and Curriculum Specialists are subject
23 to receipt of funds from the State and the Annual Program Plan and Budget for
24 Staff Development developed by the District. Any and all appointments as PAR
25 Consulting Teacher or Curriculum Specialist shall terminate in the event that
26 State funding is terminated.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

- 1 6. The PAR Consulting Teacher shall serve for a period of two years subject to the
2 restrictions of the preceding paragraph. Continuation as a Consulting Teacher is
3 dependent upon the following:
- 4 a. A report rating the PAR Consulting Teacher's performance as satisfactory
5 from the Principal(s) with whom the PAR Consulting Teacher is working.
6 b. The PAR Consulting Teacher's written reports to the Joint Committee.
7 c. Whether there is a Referred Participating Teacher whose assignment
8 reflects the teaching assignment (i.e., K-6 or 7-12) of the Consulting
9 Teacher.
- 10 7. Effective July 2, 2009, the Curriculum Specialist shall serve for a period of two
11 years subject to the restrictions of Section 6.C.5 of this Article. Continuation as
12 a Curriculum Specialist is dependent upon a satisfactory annual evaluation by
13 the Curriculum Coordinator designated by the District.

14 Section 7. PAR Program Funding

- 15 A. State funds received for the PAR program may also be expended for the following
16 purposes (as per Education Code Section 44506(c)):
- 17 1. The Marian Bergeson Beginning Teacher Support and Assessment System as
18 set forth in Article 4.5 of Chapter 2.
19 2. District intern Program as set forth in Article 7.5 of Chapter 2.
20 3. Professional development or other educational activities previously provided
21 pursuant to Article 4 of Chapter 3.
22 4. Any program that supports the training and development of new teachers.
- 23 B. Funds received for the PAR Program shall be expended in accord with ABIX
24 administrative expenses.
- 25 C. Compensation
- 26 1. The Assignments listed below shall be paid the following annual stipend
27 amounts:

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XIV PEER ASSISTANCE AND REVIEW

- 1 a. PAR Consulting Teachers shall be paid an annual stipend of \$4750 over
2 and above the teachers' regular salary. An additional stipend of \$1000
3 shall be paid for each additional Referred Participating Teacher, beyond the
4 first teacher, up to a maximum of \$6750 for three Referred Participating
5 Teachers.
- 6 b. Teacher members of the Joint Panel shall be paid an annual stipend of
7 \$4750 over and above the teachers' regular salary.
- 8 c. Curriculum Specialist shall be paid an annual stipend of \$4750 over and
9 above the teachers' regular salary.
- 10 d. Beginning Teacher Support Providers shall be paid an annual stipend of
11 \$1000 over and above the teachers' regular salary.
- 12 e. Staff Development Consultants shall receive the certificated hourly rate of
13 pay. The actual number of hours shall be determined by mutual agreement
14 of the Staff Development Consultant and the Assistant Superintendent for
15 Curriculum and Instruction or his/her designee.
- 16 2. Increases in the stipends for the assignments listed above shall be determined
17 by the categorical cost of living adjustment authorized by the State for this
18 program.
- 19 D. By the 2nd Friday in March, the District shall meet and confer with SVEA regarding the
20 Annual Program plan and Budget for Staff Development for the following year.
- 21 E. By the 3rd Friday in March, the Assistant Superintendent, Instructional Services shall
22 meet with the Joint Panel to provide the Annual Program Plan and Budget for Staff
23 Development for the following year.
- 24 Section 8. Other Provisions
- 25 A. Functions performed by teachers in accord with this Agreement shall not constitute
26 either management or supervisory functions as defined by Government Code Section
27 3540(g) and (m).

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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- 1 B. Teachers who perform functions as PAR Consulting Teacher or Joint Panel member
2 in accord with this Agreement shall have the same protection from liability and access
3 to appropriate defenses as other public school employees.
- 4 C. All documentation and information relating to participation in the PAR Program will be
5 regarded as personnel matters and subject to the personnel record exemption of the
6 California Public Records Act. The annual evaluation of the Program's impact,
7 excluding any information on identifiable individuals, shall be subject to disclosure
8 under the Public Records Act.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XV PROFESSIONAL GROWTH

1 ARTICLE XV PROFESSIONAL GROWTH

2 Section 1. General Provisions

3 A. This Article applies only to those employees who, as of September 1, 1985, did not
4 hold a clear multiple or single subject teaching credential.

5 B. The District shall designate persons who have demonstrated competency in the field
6 of the employee's credential to serve as professional growth advisors (hereinafter
7 "Advisors"). A list of these Advisors will be published by the District annually prior to
8 the beginning of the school calendar year. The responsibility of an Advisor once
9 designated shall be to determine whether activities identified on the professional
10 growth plan of a credential holder comply with pertinent Education Code and
11 applicable Administrative Code sections. A credential holder's evaluating
12 administrator may not act as that candidate's Advisor without specific written approval
13 of the credential holder.

14 C. Nothing in the professional growth requirements or procedures thereof shall be a part
15 of or modify the evaluation process.

16 D. Upon renewal of the Professional Growth Credential, the employee shall receive a
17 lump sum of \$1091.00. Employee will be paid not more than sixty (60) calendar days
18 after submission of a renewed Professional Growth Credential.

19 E. The District and the Association shall provide a written description of the
20 responsibilities, the procedures and timeline for fulfilling them, to all credential holders
21 by October 1 of each school year. This written description shall include an
22 accounting of the credential holder's Professional Growth Activities as of the
23 preceding June 30.

24 F. In the event that an employee transfers into the District at any time during his/her
25 five-year Professional Growth program, the employee shall be allowed to continue
26 with his/her five-year Professional Growth program, and he/she shall be given unit
27 credit as per Section 1.D. of this Article for any approved hours that he/she has
28 earned to that time.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XV PROFESSIONAL GROWTH

1 Section 2. Professional Growth Activities

2 A. The employees to whom this Article applies shall develop an individual program of
3 Professional Growth which consists of a minimum of one hundred fifty (150) clock
4 hours of participation in activities which contribute to competence, performance, or
5 effectiveness in the profession of education. This program is to be completed within
6 a five (5) year period. The five (5) year period begins September 1, 1985, or on the
7 date that a credential takes effect after September 1, 1985.

8 B. Acceptable activities shall include, but not be limited to the following:

- 9 1. Courses from a regionally accredited university or college.
- 10 2. Participating in professional conferences, workshops, teacher center programs,
11 or staff development programs.
- 12 3. Service as a mentor teacher pursuant to Education Code 44496.
- 13 4. Participation in school curriculum development projects.
- 14 5. Participation in systematic programs of observation and analysis of teaching.
- 15 6. Service in a leadership role in a professional organization.
- 16 7. Participation in educational research or innovation efforts such as:
 - 17 a. Participation in a teacher center program
 - 18 b. Gaining proficiency in the use of computers in the classroom.
 - 19 c. Staff developments.
 - 20 d. Publication of professional articles in professional journals which
21 demonstrates or enhances knowledge of the teaching/learning process.
 - 22 e. Travel directly related to the teaching assignment, and which has a
23 demonstrable value to the instructional program.
 - 24 f. Participation as an exchange teacher which experience is related to the
25 teaching assignment.
- 26 8. Association activities which comply with Education Code shall be allowed as
27 Professional Growth Activities. Upon the request of the credential holder or
28 Advisor, the President of the Association shall provide verification of participation

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XV PROFESSIONAL GROWTH

1 or completion.

2 Section 3. Procedure

3 A. By October 1 of each school year, the District shall notify each credential holder of
4 his/her deadline date for completion of his/her Professional Growth Requirements.

5 B. An Advisor shall complete and return to the credential holder certification of initial
6 plan, initialing of any revisions or verification of completion within ten (10) days of
7 submission to the Advisor. If an Advisor finds that he/she cannot certify an initial
8 plan, initial a modification, or verify completion, the Advisor shall notify the credential
9 holder of the reason(s) in writing within ten (10) days of submission.

10 C. Upon completion of the year's activity, the employee shall submit to his/her Advisor a
11 form which contains the following information: Type of activity engaged in, dates of
12 the activity, and the number of clock hours spent in the activity. The Advisor shall
13 verify and sign the form indicating that the employee has completed the proposed
14 activity. The employee shall submit a copy of the signed form to the Personnel Office
15 with a copy to the employee. This shall constitute the necessary verification that the
16 employee has completed the number of clock hours specified on the form.

17 D. If a credential holder believes that his/her Advisor has taken an action, including the
18 refusal to approve professional growth plan, that he/she considers to be unfair,
19 arbitrary, or contrary to the terms of the Education Code, the credential holder may
20 seek another Advisor or appeal the action to the Executive Secretary of the
21 Commission on Teacher Credentialing.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVI SPECIAL TEACHING SITUATIONS

1 ARTICLE XVI SPECIAL TEACHING SITUATIONS

2 Section 1. Special Education Assignments

3 A. The Board shall make a conscientious effort to provide all special education classes
4 (RSP and special day classes, excluding special day G.A.T.E. classes) with adequate
5 space, facilities, and equipment, subject to State funds being available for these
6 purposes.

7 B. If a Special Education teacher is required to accompany and supervise students to
8 and from the bus on a regular basis, he/she shall not be included in the duty schedule
9 for the school as determined by the Principal. This provision shall not apply to
10 Esperanza.

11 Section 2. Summer School Assignments

12 A. Summer school sessions shall be provided for approximately four (4) weeks at the
13 elementary level, six (6) weeks at the intermediate level, and up to three (3), three-
14 week sessions at the high school level.

15 B. All applicants for summer school assignments shall be granted an interview in the
16 case that there are more applicants than there are available positions.

17 C. All tentative summer school assignments will be made by the District by June 1,
18 where possible.

19 D. Summer School Pay

20 1. Summer school pay shall be five-eighths (5/8) of the employee's per diem rate of
21 pay for a maximum of two hundred sixty (260) minutes of student instruction.

22 2. The summer school session consists of twenty-nine (29) student contact days,
23 summer school pay shall be five-eighths (5/8) of the employee's per diem rate of
24 pay for a maximum of two hundred fifty (250) minutes of student instruction.

25 Summer school pay for assignments exceeding 260 minutes of student
26 instruction per day shall be 5/8 per diem plus a prorated portion of the
27 employee's per diem rate.

28 3. Employees hired for a session of three (3) weeks or less and who work the first

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVI SPECIAL TEACHING SITUATIONS

1 day of that session shall be paid for .5 day of preparation time above and
2 beyond their commitment for summer school classroom teaching. Employees
3 hired for a session of four (4) weeks or more and who work the first day of that
4 session shall be paid for one (1) day of preparation time above and beyond their
5 commitment to summer school classroom teaching.

6 Section 3. Guidance Specialists

7 A. Work Year

8 1. The work year for the Guidance Specialist shall be 198 days. The fourteen days
9 beyond the usual 184 days for certificated employees shall be paid at the
10 employee's per diem.

11 2. The work year for the District Guidance Specialist shall be 201 days. The
12 seventeen days beyond the usual 184 days for certificated employees shall be
13 paid at the employee's per diem.

14 B. Compensatory Time

15 For every hour of District required guidance evening meetings actually worked
16 beyond the regular eight (8) hour work day (e.g., College Night, Financial Aid Night),
17 a guidance specialist shall receive compensatory time at a rate of one for one to be
18 used within thirty (30) working days. The schedule of such compensatory time off
19 shall be subject to the prior approval of the Principal.

20 C. Staffing

21 1. For grades 7-12, the following caseload ratio shall be established: One (1)
22 Guidance Specialist for each 1200 students, based on a District average. The
23 District shall make every effort to assure that no Guidance Specialist shall be
24 assigned more than two schools. Silverado/Mira Monte Alternative Programs
25 shall have at least one full-time Guidance Specialist. District Guidance
26 Specialist(s) shall not be included in determining the caseload ratio for Guidance
27 Specialists.

28 2. If a district-wide guidance program is provided, no comprehensive high school

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVI SPECIAL TEACHING SITUATIONS

1 shall have less than two (2) full-time Guidance Specialists.

2 Section 4. Performing Arts

3 A. K-6 Performing Arts teachers shall not be asked to teach any other curriculum during
4 their scheduled class time. It is understood that when a special school-wide
5 assembly/program is scheduled during a classroom teacher's equalization time, the
6 Performing Arts teacher shall accompany the class to the assembly/program.

7 B. On the day an evening concert is to be performed, the K-6 performing arts teacher
8 shall be released from his/her regular assignment in order to be on site at the school
9 where the concert is being held to rehearse and prepare for the concert, not to
10 exceed two release days per year at a given site.

11 Section 5. "Full Inclusion/Severely Disabled" Assignment

12 This article applies to General Education teachers in grades K-12.

13 A. For purposes of this article, "Full-Inclusion" are those students in grades K-12 who
14 have severe disabilities, are enrolled and assigned to a general education classroom
15 for at least 50% of the instructional day. If there is a disagreement regarding the
16 severity of the student needs, then the decision shall be made by the IEP team.

17 B. Notification of Full-Inclusion Assignments

18 1. Teachers of classes to which a "full-inclusion" student will be assigned in the
19 subsequent school year shall be informed of that assignment no later than ten
20 (10) days before the beginning of the school year. This notification shall include
21 a complete description of the student. In the event that the assignment is not
22 known ten (10) days before the beginning of the school year, the teacher shall
23 be notified as soon as possible.

24 2. In the event a "full-inclusion" student is to be assigned to a regular classroom
25 after the beginning of the school year, whenever possible there shall be a period
26 of up to three (3) working days between the notification of the assignment to the
27 teacher and the placement of the "full-inclusion" student in the class.

28 C. Whenever possible, "full-inclusion" students shall be placed in regular education

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVI SPECIAL TEACHING SITUATIONS

1 classes which do not already have full-inclusion students.

2 D. Teachers receiving a student with severe disabilities, as defined by Education Code
3 56030.5, may elect to attend two (2) days of scheduled training or in-service in order
4 to meet the needs of the student. The teacher shall be given release time from
5 his/her regular teaching assignment for training on a regular school day. The teacher
6 shall be compensated at the academic hourly rate of pay for training on a recess/non-
7 duty day. In the event that a teacher receives two (2) students with severe disabilities
8 in a given year and those students have different disabilities, the teacher may elect to
9 attend additional scheduled training or in-service.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVII INSURANCE SCHEDULE

1 ARTICLE XVII INSURANCE SCHEDULE

2 A. Insurance Programs

3 1. The Board shall implement annual employee payroll contributions for HMO and
4 PPO medical benefit coverage as follows:

5 HMO

- 6 • \$500 employee only
- 7 • \$750 employee plus one dependent
- 8 • \$1000 employee plus two or more dependents

9 PPO

- 10 • \$1,000 employee only
- 11 • \$2,250 employee plus one dependent
- 12 • \$3,350 employee plus two or more dependents

13 2. For purposes of this Article and where used in Article XIII, Retirement,
14 “dependent” shall mean an employee’s spouse or registered domestic partner or
15 an employee’s child or child of a registered domestic partner, including any
16 stepchild, legally adopted child or foster child of the employee or his/her
17 registered domestic partner who is less than twenty six (26) years of age, is not
18 covered for benefits as a District employee, and is not a member on active duty
19 with the Armed Forces.

20 3. Employees working less than twenty (20) hours per week shall not be eligible for
21 participation in a medical care insurance plan, mental health care insurance
22 plan, dental care insurance plan, vision care insurance plan or life and accidental
23 death and dismemberment insurance plan as approved by the Board and no
24 contributions will be made by the District on behalf of those employees.

25 B. Insurance Program Coverage

26 The District shall maintain in force the same insurance programs during the term of
27 this Agreement and additional costs (if any) past the first year of this Agreement
28 required to provide this program over and above the dollar amounts specified above

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVII INSURANCE SCHEDULE

1 shall be paid by the District.

2 C. Retirement Insurance Benefits - See Article XIII, Retirement.

3 D. Tax Sheltered Annuities

4 Members of the bargaining unit may participate in any tax sheltered annuity program
5 approved by the Board, with payroll deductions for this purpose.

6 E. Termination of Insurance Benefits

7 A probationary or permanent employee who is involuntarily terminated by the District
8 because of a reduction in force pursuant to Education Code Section 44955 will
9 continue to be insured under the group health care and life insurance policies through
10 September 30 of the following school year.

11 F. Coverage of Employees on Paid Leave

12 Employees on approved paid leave of absence shall be provided all fringe benefits as
13 provided in Section A. of this Article.

14 G. Members on Unpaid Leave

15 Employees on unpaid leave of absence shall be provided the opportunity to
16 participate in all fringe benefit programs at their own expense.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

2 Section 1. Primary Salary

3 A. Experience Credit

4 1. The determination of experience for placement on the salary schedule shall be
5 based on actual full-time paid teaching experience (after obtaining a bachelor's
6 degree) in any Association of Schools and Colleges accredited K-16 school or in
7 any elementary public school in any state in the United States, the District of
8 Columbia or any such school operated by the United States Government or any
9 school established for the purpose of educating dependent children of United
10 States citizens irrespective of location. It is understood that accredited K-16
11 schools are those schools which have been accredited by the Association of
12 Schools and Colleges. In the case of a teacher whose work experience does
13 not fall within the above criteria, his/her request for experience credit shall be
14 referred to the Professional Growth Committee for resolution. Credit for years of
15 experience after July 1, 1986, shall be determined according to the following
16 criteria:

- 17 a. To receive credit for a day, an employee must work some portion of a day.
18 b. To receive credit for a semester, an employee must receive credit for a
19 minimum of seventy-five percent (75%) of the number of teacher days
20 assigned in a given semester.
21 c. To receive credit for a year, an employee must receive credit for any two
22 (2) semesters or must receive credit for a minimum of seventy-five percent
23 (75%) of teacher days assigned in a given year.
24 d. Job sharers who do not work seventy-five percent (75%) of the total
25 number of teacher days in which the schools of the District are in regular
26 session shall be granted one (1) year's salary advancement if such teacher
27 is on duty for 37.5% of the total days for each of any two (2) years.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 e. For purposes of experience and anniversary credit for temporary,
2 probationary and permanent employees, day-to-day or long-term substitute
3 teaching does not count toward completion of seventy-five (75%) of the
4 teacher work year unless it is part of a single assignment (i.e., one
5 classroom, one teacher).

6 2. Any employee whose experience as defined by the criteria in the paragraph
7 above was interrupted for military service shall receive full credit (up to a
8 maximum of four (4) years) as if the teaching experience had not been
9 interrupted.

10 B. Anniversary Increments Credit

11 1. The determination of experience for the anniversary increment shall be based on
12 actual full-time paid teaching experience (after obtaining a Bachelor's Degree) in
13 any Association of Schools and Colleges accredited K-16 school or in any
14 elementary public school in any State in the United States, the District of
15 Columbia, or any such school operated by the United States Government or any
16 school established for the purpose of educating dependent children of United
17 States citizen's irrespective of location, per the employee's placement on the
18 primary salary schedule upon entry into the District. It is understood that
19 accredited K-16 schools are those schools which have been accredited by the
20 Association of Schools and Colleges. Experience for fractions of years shall be
21 granted if seventy-five (75%) or more of a school year has been taught. Short
22 term substitutions will not be considered.

23 2. Application for remuneration for anniversary increments shall be on file in the
24 Personnel Office by September 1 for salary advancement in that school year.
25 Employees applying for experience gained outside the District are responsible
26 for providing an acceptable verification of employment prior to September 1 from
27 each school for which experience credit is required.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 C. Graduate Semester Units

2 Placement on the primary salary schedule for "Graduate Semester Units" shall be
3 done according to the following guidelines:

4 1. Course work must be taken after the receipt of the Bachelor's Degree. A
5 Bachelor's Degree is determined to have been granted at the time an employee
6 was eligible, as certified by the university or college, though the conferring of the
7 degree did not occur for an additional period of time. Units earned following
8 eligibility may be counted for advancement on the salary schedule.

9 2. Course work certified to be upper division or graduate level by an accredited
10 college or university for which a grade of "C" or better, or "pass" or "credit" is
11 awarded shall be acceptable.

12 3. Course work certified to be lower division by a college or university for which a
13 grade of "C" or better, or, "pass" or "credit" is awarded shall be acceptable as
14 graduate unit credit if accepted by the Professional Growth Committee.
15 Application for lower division credit shall be heard by the Committee as soon as
16 feasible following the date the application is submitted to the District Personnel
17 Office. Upon acceptance by the Committee, credit becomes effective as of the
18 beginning of the semester following the completion of the course work.
19 Employees shall have the right to appear in person before the Committee to
20 plead their case. Employees shall submit the following information on their
21 applications:

22 a. A written statement explaining the specific reasons for the request.

23 b. All evidence that supports the reasons for the request.

24 D. Option of Payment of Salary

25 Probationary and tenured employees shall have the option to receive their salary on a
26 ten (10) month or twelve (12) month basis.

27 E. Verification of Employee Salary

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 The District shall provide each employee with verification of his salary, professional
2 growth units, and accumulated sick leave on or before May 15.

3 F. Remuneration for Appropriate Units

4 Remuneration for appropriate units of college-level work and/or degrees shall be
5 given bi-annually. Evidence by transcript or grade card, or completion of course work
6 and/or degree shall be on file in the Personnel Office by September 1 for salary
7 advancement at the beginning of the school year, and by February 1 for mid-year
8 advancement. The paycheck received which reflects salary earned in September
9 and February shall correctly reflect the salary to be paid an employee for proper
10 placement on the primary salary schedule subject to County Office accounting
11 procedures.

12 G. Inservice Credits

13 Inservice credits shall be granted for participation in organized District-approved
14 inservice classes where the time allotments and course requirements are the
15 equivalent of similar classes offered by colleges or universities.

16 H. Professional Growth Committee

- 17 1. The Professional Growth Committee shall consist of the Superintendent or his
18 designee and eight (8) representatives appointed by the President of the
19 Association. The representatives chosen shall include at least two elementary
20 employees, two intermediate employees, and two high school employees.
- 21 2. Upon request of the Superintendent or the employee, this Committee shall
22 review evidence of course work, workshops, conferences, and similar activities
23 which is submitted and evaluate its acceptability for credit toward the teacher's
24 advancement on the primary salary schedule.

25 I. Purposeful Travel

26 Three (3) credits shall be earned for at least six (6) consecutive weeks of purposeful
27 travel. A maximum of six (6) credits shall be granted for travel. Conditions

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 precedent: 1) Principal approval of the proposed travel. 2) Any such credit shall
2 remain within the 70-unit maximum which now exists.

3 J. Credit for Writing Grants

4 Three (3) graduate semester units shall be granted for writing a successful proposal
5 for a Grant in the amount of ten thousand dollars (\$10,000) or more that is used by
6 the Saddleback Valley Unified School District.

7 Section 2. Extra Duty Pay Schedule

8 A. General Information

9 1. Posting Extra Duty Position

10 An announcement concerning an extra duty pay vacancy at a school shall be
11 posted and included in the daily bulletin at least five (5) working days prior to
12 the selection of a person to fill the position. The announcement shall contain all
13 particulars including administrator-in-charge and method of application for the
14 position.

15 2. Payment for CIF Post Season Play

16 Coaches of sports whose teams and/or individuals qualify for CIF Post Season
17 Play shall be paid for each week beyond the season. The pay shall be equal to
18 that which they receive weekly during their season for coaching, if a team is
19 involved, and one-half of that amount if individuals are involved. Advisors of
20 support groups like pep squad, drill team, and marching band whose groups
21 actually perform in post-season competition shall be paid three (3%) of their
22 annual stipend for Extra Duty Pay for each week of participation in CIF activities.

23 3. Voluntary or Non-Paid Positions

24 a. Service by elementary employees in resident camp programs is voluntary.
25 Under normal circumstances duty time for employees attending outdoor
26 education camp shall be eight (8) hours per day. No instructional,
27 supervisory, or discipline duty shall be assigned beyond that eight (8) hour

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 period under normal circumstances.

2 b. Direction of more than one choral group by a choral director is voluntary.

3 4. Authorized Positions for Sports Programs

4 a. The decision to offer any sports will be made at the discretion of the
5 Superintendent and the Principal. If a program of any kind is offered for
6 high school boys sports, there shall be an Athletic Director for boys sports.
7 If a program of any kind is offered for high school girls sports, there shall be
8 an Athletic Director for girls sports. If a sports program of any kind is
9 offered, there shall be an athletic trainer if a qualified applicant is available.
10 If any two different positions are held by the same individual, the aggregate
11 stipend shall be no less than the sum of the individual stipends.

12 b. Under CIF league rules, a designated certificated person shall be assigned
13 to supervise every athletic activity held after 4:00 p.m. If an employee of
14 the bargaining unit is so designated, he/she shall be paid the certificated
15 hourly rate of pay.

16 High School Boys' Sports

17 The number of coaching assignments shall be as follows:

18 (1) Baseball: One (1) varsity coach and one (1) assistant varsity coach plus
19 one (1) coach for each additional designated level team.

20 (2) Basketball: One (1) varsity coach plus one (1) coach for each additional
21 designated level team.

22 (3) Cross Country: One (1) varsity coach plus one (1) coach for each
23 additional designated level team.

24 (4) Football:

25 (a) Varsity: One (1) head coach plus three (3) assistant coaches; a
26 Junior Varsity coach will be provided, if warranted.

27 (b) Frosh and Soph teams: One (1) head coach and one (1) assistant

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 coach at each level team with a third coach to be considered in the
2 Spring if the projected number of students going out for the sport
3 exceeds sixty-five (65).

4 (5) Golf: One (1) varsity coach plus one (1) coach for each additional
5 designated level team.

6 (6) Lacrosse: One (1) varsity coach plus one (1) coach for each additional
7 designated level team.

8 (7) Soccer: One (1) varsity coach plus one (1) coach for each additional
9 designated level team.

10 (8) Swimming: One (1) varsity coach plus one (1) coach for each additional
11 designated level team. A second assistant coach may be added to the
12 varsity team at the discretion of the principal.

13 (9) Tennis: One (1) varsity coach plus one (1) coach for each additional
14 designated level team.

15 (10) Track: One (1) varsity coach plus one (1) assistant coach. A second
16 assistant will be added when the number of team members reaches 70 or
17 more. A third assistant will be added when the number of team members
18 reaches 100 or more.

19 (11) Volleyball: One (1) varsity coach plus one (1) coach for each additional
20 designated level team.

21 (12) Water Polo: One (1) varsity coach plus one (1) coach for each additional
22 designated level team.

23 (13) Wrestling: One (1) varsity coach plus one (1) coach for each additional
24 designated level team.

25 High School Girls' Sports

26 The number of coaching assignments shall be as follows:

27 (1) Badminton: One (1) varsity coach plus one (1) coach for each additional

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

- 1 designated level team.
- 2 (2) Basketball: One (1) varsity coach plus one (1) coach for each additional
3 designated level team.
- 4 (3) Cross Country: One (1) varsity coach plus one (1) coach for each
5 additional designated level team.
- 6 (4) Golf: One (1) varsity coach plus one (1) coach for each additional
7 designated level team.
- 8 (5) Lacrosse: One (1) varsity coach plus one (1) coach for each additional
9 designated level team.
- 10 (6) Soccer: One (1) varsity coach plus one (1) coach for each additional
11 designated level team.
- 12 (7) Softball: One (1) varsity coach and one (1) assistant varsity coach plus
13 one (1) coach for each additional designated level team.
- 14 (8) Swimming: One (1) varsity coach plus one (1) coach for each additional
15 designated level team. A second assistant coach may be added to the
16 varsity team at the discretion of the principal.
- 17 (9) Tennis: One (1) varsity coach plus one (1) coach for each additional
18 designated level team.
- 19 (10) Track and Field: One (1) varsity coach and one (1) assistant coach. A
20 second assistant will be added when the number of team members
21 reaches 70 or more. A third assistant will be added when the number of
22 team members reaches 100 or more.
- 23 (11) Volleyball: One (1) varsity coach plus one (1) coach for each additional
24 designated level team.
- 25 (12) Water Polo: One (1) varsity coach plus one (1) coach for each additional
26 designated level team.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 Co-educational Sports

- 2 (1) Athletic Trainer: One (1) per each high school
3 (2) Roller Hockey: One (1) varsity coach plus one (1) coach for each additional
4 designated level team.
5 (3) Weight Training Instructor: One (1) position per high school.

6 5. Authorized Positions for High School Coordinators

7 A Computer Coordinator position will be designated at each school when one
8 hundred (100) or more students are enrolled in computer programming classes.

9 6. Hiring for Coaching Positions

- 10 a. Every attempt shall be made to fill coaching positions from within the
11 school district. Employees from within a school shall get first consideration
12 for any vacancy. The fact that an on-campus coach receives a released
13 period during the season of his/her sport shall not be a consideration in the
14 selection of a coach.

15 7. Hiring Elementary Chorus Positions

- 16 a. Every attempt shall be made to fill elementary chorus positions from within
17 the school district. Employees from within a school shall get first
18 consideration of any vacancy.

19 B. Scheduled Categories

20 Category 1

21 These assignments are to be paid strictly on the certificated rate of pay:

- 22 1. Drivers Training
23 2. Extra Pay
24 3. Period Substitutes
25 4. Supervising a designated athletic event
26 5. Computer Lab Operator (to a maximum of 270 hours)
27 6. Employees who write recommendations to an accredited institution shall be paid

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 on an hourly basis up to the allowed amount for each school for each
2 recommendation in excess of five (5) in a school year at the certificated hourly
3 rate of pay. The allowed number of hours for each high school shall be prorated
4 according to the number of students at the high school. This should be done on
5 an equitable basis among teachers at all schools. The total allowed hours for
6 this provision shall be 125 hours for the District.

7 7. Elementary class supervision - certificated hourly rate of pay shall be paid to a
8 regular classroom teacher required to supervise another class or part of a class
9 when no substitute is available for every hour or fraction of an hour of coverage.
10 In the event such a situation arises, if it is mutually agreeable to the teachers
11 involved and the Principal, one teacher may offer to supervise a second
12 teacher's class at no cost to the District. An R.S.P., READ or other support
13 personnel shall not be asked to substitute in the classroom, thereby having to
14 cancel his/her program(s) unless there is an emergency situation.

15 Category 2

16 These assignments require time with the students as well as additional time for
17 grading, preparation, and conferences. For each hour with the students, an
18 additional fifteen (15) minutes of time shall be allotted for salary computational
19 purposes:

- 20 1. Home Teaching
21 2. Adult Education

22 For Adult Education assignments, sick leave shall be accrued on the basis of
23 one hour of sick leave for each 18 hours of assigned student contact time.

24 Category 3

25 Elementary school teachers who attend an outdoor education program with
26 students shall receive .20% of the primary salary factor per overnight stay.

27 Category 4

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 The following assignments shall be paid by multiplying the certificated hourly rate of
2 pay by the number of hours to be paid as indicated under "paid hours".

3 C. Definitions

4 1. "Required Hours" means the number of hours which the District and the
5 Association agree are normally needed to satisfactorily perform the assignment.

6 2. "Released Time" means the number of hours which an employee is paid through
7 his/her basic contractual salary. It is computed at 20% of eight (8) hours for
8 each of his/her regular teaching periods devoted to the teaching of the activity or
9 sport during the season of the sport. Every coach during the season of his/her
10 sport shall receive one period of released time. In the event that a sport extends
11 into two (2) semesters making it difficult to grant released time for one of the
12 semesters the coach shall be compensated for that amount of released time
13 which is not granted.

14 3. "Net Hours" is the difference between the required hours and the released
15 hours. The number of hours for which compensation could be expected.

16 4. "Donated Hours" is the number of hours for which the employee agrees upon
17 taking the position to work without salary.

18 5. "Paid Hours" is the difference between the net hours and the donated hours.
19 The total stipend for the position is the product of this number and the
20 certificated hourly rate of pay.

21 D. Method of Payment of Mid-Year Salary Increases

22 SVEA and SVUSD agree that when negotiating a salary schedule increase which
23 becomes effective at a time other than July 1 of any year, the intent is for the unit
24 member to receive salary payment calculated as follows:

25 1. Each cell on the salary schedule will be increased by the percentage amount of
26 the increase;

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- 1 2. Each unit member's annual salary will increase by the percentage amount of the
- 2 increase;
- 3 3. In determining the amount of money to be paid to the unit member as a result of
- 4 this increase, the member's increased annual salary will be divided by ten (the
- 5 number of pay periods in the school year);
- 6 4. For each remaining pay period during that school year, or until another salary
- 7 increase occurs, the unit member will receive one-tenth of his newly increased
- 8 annual salary.

9 Additionally, it is agreed that extra duty pay will always be paid based on the salary
10 schedule and base salary factor in effect on September 1 of any given year. Any
11 raise approved by the Board of Education after September 1 of a given year will be
12 applied to the extra duty pay schedule the following September 1.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
 AGREEMENT WITH SVEA, 2012-2013
 ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 2012-2013 EXTRA DUTY PAY SCHEDULE, Effective July 1, 2012

2		1	2	3	4	5	6
3		Req.	Rel.	Net	Don.	Paid	
4	<u>Position</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Amount</u>
5	ADVISORS - ELEMENTARY SCHOOL LEVEL						
6	1. Accompanist	62	0	62	37	25	810
7	2. Choral Director*	124	0	124	74	50	1,621
8	3. Instrumental Director*	126	0	126	76	50	1,621
9	4. Student Council Director*	126	0	126	76	50	1,621
10	5. Technology Coordinator*	126	0	126	28	120	3,889
11	ADVISORS - ESPERANZA						
12	1. Agriculture	50	0	50	30	20	648
13	2. Special Olympics**	115	0	115	69	46	1,491
14	3. Yearbook	100	0	100	60	40	1,296
15	4. Student Council Director	126	0	126	76	50	1,621
16	ADVISORS - INTERMEDIATE SCHOOL LEVEL						
17	1. Accompanist*	46	0	46	28	18	583
18	2. Song/Cheer Leader*	107	0	107	64	43	1,394
19	3. Instrumental Director	126	0	126	76	50	1,621
20	4. Choral Director	124	0	124	74	50	1,621
21	5. Student Council Director	414	288	126	76	50	1,621
22	6. Student Store*	69	0	69	41	28	907
23	7. Yearbook	188	0	188	113	75	2,431
24	8. Drama	160	0	160	95	65	2,107
25	ADVISORS - HIGH SCHOOL LEVEL						
26	1. Choral Music	472	288	184	110	74	2,398
27	1a. Accompanist	302	0	302	180	122	3,954

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
 AGREEMENT WITH SVEA, 2012-2013
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	1	2	3	4	5	6	
	Req.	Rel.	Net	Don.	Paid		
3	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Amount	
4	2. Dance Director	472	288	184	110	74	2,398
5	3. Drama	518	288	230	138	92	2,982
6	4. Color Guard	588	288	300	180	120	3,889
7	5. Instrumental Music Dir.	698	288	410	246	164	5,315
8	5a. Spring Musical	0	0	0	0	25	810
9	6. Instrumental Music Dir. Asst.	648	288	360	216	144	4,667
10	7. Journalism	588	288	300	180	120	3,889
11	8. Speech/Debate*	388	0	388	232	156	5,056
12	9. Student Store*	468	288	180	108	72	2,334
13	10. Varsity Pep Squad	518	288	230	138	92	2,982
14	11. Yearbook	588	288	300	180	120	3,889
15	12. Yearbook, Silverado	200	0	200	120	80	2,593
16	13. Chess Team*	46	0	46	28	18	583
17	14. Journalism, Silverado	100	0	100	60	40	1,296
18	15. Model UN Advisor	618	288	330	198	132	4,278
19	16. Asst. Model UN Advisor	330	0	330	198	132	4,278
20	17. CSF Advisor*	50	0	50	20	30	972
21	18. Mock Trial Advisor*	200	0	200	120	80	2,593
22	19. Drama, Silverado	100	0	100	60	40	1,296
23	20. ASB Advisor, Silverado	100	0	100	60	40	1,296

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25 *Not Authorized

26 **Per Semester

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
 AGREEMENT WITH SVEA, 2012-2013
 ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 2008-2009 EXTRA DUTY PAY SCHEDULE, Effective September 1, 2008

2		1	2	3	4	5	6
3		Req.	Rel.	Net	Don.	Paid	
4	<u>Position</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Amount</u>
5	COACHING - HIGH SCHOOL BOYS SPORTS						
6	1. Athletic Director	751	288	463	278	185	5,996
7	2. Baseball, Varsity	346	96	250	150	100	3,241
8	3. Baseball, Assistant Varsity	281	96	185	111	74	2,398
9	4. Baseball, JV**	281	96	185	111	74	2,398
10	5. Baseball, Frosh/Soph**	244	96	148	89	59	1,912
11	6. Basketball, Varsity	383	88	295	177	118	3,824
12	7. Basketball, JV**	294	104	190	114	76	2,463
13	8. Basketball, Soph	257	104	153	92	61	1,977
14	9. Basketball, Frosh**	257	104	153	92	61	1,977
15	10. Cross Country, Varsity	281	88	193	116	77	2,496
16	11. Cross Country, JV**	243	88	155	93	62	2,009
17	12. Cross Country, Frosh/Soph**	243	88	155	93	62	2,009
18	13. Football, Varsity	451	88	363	218	145	4,699
19	14. Football, Asst. Varsity**	328	88	240	144	96	3,111
20	15. Football, JV**	328	88	240	144	96	3,111
21	16. Football, Soph	281	88	193	116	77	2,496
22	17. Football, Assistant Soph**	243	88	155	93	62	2,009
23	18. Football, Frosh	281	88	193	116	77	2,496
24	19. Football, Asst. Frosh**	243	88	155	93	62	2,009
25	20. Football, Asst. Soph (65+)**	243	88	155	93	62	2,009
26	21. Football, Asst. Frosh (65+)**	243	88	155	93	62	2,009
27	22. Golf, Varsity	244	96	148	89	59	1,912

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	1	2	3	4	5	6	
	Req.	Rel.	Net	Don.	Paid		
3	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Amount	
4	23. Golf, JV**	123	0	123	74	49	1,588
5	24. Lacrosse, Varsity	281	88	193	116	77	2,496
6	25. Lacrosse, JV**	243	88	155	93	62	2,009
7	26. Lacrosse, Frosh/Soph**	243	88	155	93	62	2,009
8	27. Soccer, Varsity	279	104	175	105	100	3,241
9	28. Soccer, JV**	242	104	138	83	55	1,783
10	29. Soccer, Frosh/Soph**	242	104	138	83	55	1,783
11	30. Swimming, Varsity	346	96	250	150	100	3,241
12	31. Swimming, Assistant Varsity**	309	96	213	128	85	2,755
13	32. Swimming, JV**	309	96	213	128	85	2,755
14	33. Tennis, Varsity	281	96	185	111	74	2,398
15	34. Tennis, JV**	244	96	148	89	59	1,912
16	35. Tennis, Frosh/Soph**	244	96	148	89	59	1,912
17	36. Track, Varsity	346	96	250	150	100	3,241
18	37. Track, Assistant Varsity**	281	96	185	111	74	2,398
19	38. Track, Assistant Varsity (70+)**	281	96	185	111	74	2,398
20	39. Track, Assistant Varsity (100+)**	281	96	185	111	74	2,398
21	40. Volleyball, Varsity	281	88	193	116	77	2,496
22	41. Volleyball, JV**	243	88	155	93	62	2,009
23	42. Volleyball, Frosh/Soph**	284	88	155	93	62	2,009
24	43. Water Polo, Varsity	308	88	220	132	88	2,852
25	44. Water Polo, JV**	271	88	183	110	73	2,366
26	46. Wrestling, Varsity	347	104	243	146	97	3,144
27	47. Wrestling, JV**	279	104	175	105	70	2,269

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
 AGREEMENT WITH SVEA, 2012-2013
 ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1	1	2	3	4	5	6
2	Req.	Rel.	Net	Don.	Paid	
3	Position	Hrs.	Hrs.	Hrs.	Hrs.	Amount
4	48. Wrestling, Frosh/Soph**	279	104	175	105	70 2,269
5	COACHING - HIGH SCHOOL COED SPORTS					
6	1. Athletic Trainer	661	288	373	224	149 4,829
7	2. Roller Hockey, Varsity**	244	96	148	89	59 1,912
8	3. Roller Hockey, J.V.**	123	0	123	74	49 1,588
9	4. Weight Trainer*	282	144	138	83	55 1,783
10	COACHING - HIGH SCHOOL GIRLS SPORTS					
11	1. Athletic Director	751	288	463	278	185 5,996
12	2. Badminton, Varsity*	280	80	200	120	80 2,593
13	3. Badminton, JV*	243	80	163	98	65 2,107
14	4. Basketball, Varsity	383	88	295	177	118 3,824
15	5. Basketball, JV**	294	104	190	114	76 2,463
16	6. Basketball, Soph	257	104	153	92	61 1,977
17	7. Basketball, Frosh**	257	104	153	92	61 1,977
18	8. Cross Country, Varsity	281	88	193	116	77 2,496
19	9. Cross Country, JV**	243	88	155	93	62 2,009
20	10. Cross Country, Frosh/Soph**	243	88	155	93	62 2,009
21	11. Golf, Varsity	244	96	148	89	59 1,912
22	12. Golf, JV**	123	0	123	74	49 1,588
23	13. Gymnastics, Varsity*	281	96	185	111	74 2,398
24	14. Gymnastics, JV*	244	96	148	89	59 1,912
25	15. Lacrosse, Varsity	281	88	193	116	77 2,496
26	16. Lacrosse, JV**	243	88	155	93	62 2,009
27	17. Lacrosse, Fosh/Soph**	243	88	155	93	62 2,009

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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 ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1		1	2	3	4	5	6
2		Req.	Rel.	Net	Don.	Paid	
3	<u>Position</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Amount</u>
4	18. Soccer, Varsity	279	104	175	105	100	3,241
5	19. Soccer, JV**	242	104	138	83	55	1,783
6	20. Soccer, Frosh/Soph**	242	104	138	83	55	1,783
7	21. Softball, Varsity	346	96	250	150	100	3,241
8	22. Softball, Assistant Varsity**	281	96	185	111	74	2,398
9	23. Softball, JV**	281	96	185	111	74	2,398
10	24. Softball, Frosh/Soph**	281	96	185	111	74	2,398
11	25. Swimming, Varsity	346	96	250	150	100	3,241
12	26. Swimming, Assistant Varsity**	309	96	213	128	85	2,755
13	27. Swimming, JV**	309	96	213	128	85	2,755
14	28. Tennis, Varsity	281	96	185	111	74	2,398
15	29. Tennis, JV**	244	96	148	89	59	1,912
16	30. Tennis, Frosh/Soph**	244	96	148	89	59	1,912
17	31. Track, Varsity	346	96	250	150	100	3,241
18	32. Track, Assistant Varsity**	281	96	185	111	74	2,398
19	33. Track, Assistant Varsity (70+)**	281	96	185	111	74	2,398
20	34. Track, Assistant Varsity (100+)**	281	96	185	111	74	2,398
21	35. Volleyball, Varsity	281	88	193	116	77	2,496
22	36. Volleyball, JV**	243	88	155	93	62	2,009
23	37. Volleyball, Frosh/Soph**	243	88	155	93	62	2,009
24	38. Water Polo, Varsity	308	88	220	132	88	2,852
25	39. Water Polo, JV**	271	88	183	110	73	2,366
26	COORDINATORS - INTERMEDIATE						
27	1. Audio Visual/Technology	160	0	160	110	50	1,621

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 ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

	1	2	3	4	5	6	
	Req.	Rel.	Net	Don.	Paid		
3	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Amount	
4	2. Technology, Coordinator	151	0	151	76	75	2,431
5	3. Journalism	100	0	100	60	40	1,296
6	COORDINATORS - HIGH SCHOOL						
7	1. Audio Visual/Technology	186	0	186	136	50	1,621
8	2. Driver Training***	240	0	240	144	96	3,111
9	3. Work Experience	180	0	180	108	72	2,334
10	4. Career Center, Advisor	180	0	180	108	72	2,334
11	5. Driver Training, Silverado****	120	0	120	72	48	1,556
12	6. Technology, Coordinator	378	288	90	0	90	2,917
13	7. Media Manager	270	0	270	162	108	3,500
14	8. Technology Coord., Silverado	100	0	100	60	40	1,296

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*Not Authorized
 **Not Funded by the District
 ***Driver Training (school year and summer together)
 ****Current Driver Training, Silverado teacher shall not receive salary less than that which he/she received for the 1988-89 academic year.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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1 Miscellaneous

- 2 1. \$31.31 Hour, Effective 7/1/12 (Driver Training, Extra Pay, Period Substitute)

3 HOURLY RATE = .10904% of primary salary factor

4 NOTE: In accord with Section 2.D of this Article, the Certificated Hourly Rate shall be
5 increased to \$32.41, effective September 1, 2012.

- 6 2. \$39.02 Hour, Effective 7/1/12; \$40.39 Hour, Effective 9/1/12

7 (Adult Education, Home Teacher, and Secondary Make up Classes)

8 The rate of pay for a substitute to replace an employee assigned to Adult Education,
9 Home Teacher shall be the same as all other employees.

10 Category 5

11 These assignments are such that it is impossible to place them on an hourly basis.

12 They will be paid as a percentage of the employee's salary.

- 13 1. Department Chairperson

<u>Number of Employees</u>	<u>% of Salary</u>
1	3%
2	5%
3 - 4	6%
5 - 7	7%
8+	8%

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20 a. Mira Monte Alternative Program shall be allocated one department
21 chairperson and the stipend for this assignment shall be six percent (6%) of
22 the employee's salary.

- 23 2. S.I.P. Coordinators – five percent (5%) of employee's salary.

24 These assignments are such that it is impossible to place them on an hourly basis.

25 They will be paid as a stipend.

- 26 3. The stipend for an extra fifth shall be \$6,600 per semester or \$4,400 per
27 trimester.

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1 Elementary Grade Level Leaders

2	<u>Number of Employees</u>	<u>Stipend Amount</u>
3	2-4	\$700
4	5-8	\$800
5	9-12	\$900
6	13+	\$1,100

7 A school with less than 400 students shall receive two grade-level leader stipends,
 8 one for grades K-3 and one for grades 4-6. The stipend amount shall be based on
 9 the number of FTE in these grade level groupings.

10 Category 6

11 1. These assignments are strictly academic in nature requiring the full use of the
 12 educator's expertise. All of the time required to perform the tasks including
 13 preparation, meetings, and time with students shall be remunerated either
 14 through assignment of a class period or on an hourly basis using the certificated
 15 hourly rate of pay. If a class period is assigned for the project, it is to be
 16 understood that the employee is being remunerated on a semester basis for
 17 a period of time computed by taking twenty percent (20%) of eight (8) hours per
 18 day, multiplied by ninety (90) days. Time in excess of this is to be remunerated
 19 by an additional stipend.

20 2. No employee will be expected to provide services beyond the maximum number
 21 of hours for which a stipend is available. Therefore, employees who accept
 22 these assignments will be expected to masterplan a schedule which will allow for
 23 completion of the program within the allocated hours.

24	HIGH SCHOOL ACADEMIC COMPETITIONS	80 HRS./SEMESTER
25	HIGH SCHOOL DELPHI	60 HRS./SEMESTER
26	HIGH SCHOOL ASSISTANT	40 HRS./SEMESTER
27	INTER ACADEMIC COMPETITIONS/DELPHI	60 HRS./SEMESTER

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1 INT. ASSISTANT 30 HRS./SEMESTER

2 ELEMENTARY ACADEMIC COMPETITIONS 50 HRS./SEMESTER

3 A maximum of an additional twenty percent (20%) of allotted hours shall be paid to
4 coaches whose teams qualify for state competition. A maximum of an additional
5 twenty percent (20%) of allotted hours shall be paid to coaches whose teams qualify
6 for national competition.

7 Category 7

8 These assignments are to be paid as a specified stipend:

- 9 1. Teachers of elementary combination classes (excluding special education
10 classes), shall be paid a stipend of 6.1% of the primary salary factor. In the
11 event that a teacher is required to teach such a class (excluding special
12 education classes) for two (2) or more contiguous years, the stipend for all years
13 after the first shall be eight (8%) of the primary salary factor. In the event a
14 combination class is terminated, the stipend shall be prorated based on the
15 number of days worked.
- 16 2. In a situation which an employee who teaches at one (1) school site and
17 coaches at a different school site is not able to be granted a release period, the
18 employee shall be paid a stipend equal to 6.1% of the primary salary factor.
- 19 3. Employees who coach two (2) or more teams during a year shall be paid a
20 stipend equal to 6.1% of the primary salary factor.
- 21 4. A stipend equal to 4.5% of the primary salary factor shall be paid to teachers on
22 the secondary level, who are assigned four (4) academic preparations during a
23 given semester. For purposes of this section, foreign language combination
24 classes or courses with different ability levels shall be defined as one academic
25 preparation.
- 26 5. An additional stipend equal to 4.5% of the primary salary factor shall be paid to
27 secondary teachers who are assigned five (5) academic preparations during a

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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1 given semester. For purposes of this section, foreign language combination
2 classes or courses with different ability levels shall be defined as one academic
3 preparation.

4 Category 8

5 When a make up class is created on the secondary level for the purpose of allowing
6 the student to earn course credit and for which a replacement grade will be given, the
7 teacher shall be paid at the Adult Education rate of pay for all student contact hours.

8 Section 3. Beginning Teacher Salary

9 A. If specific State Legislative funding of the cost of this increase in salary costs to the
10 District is repealed and not forthcoming, this section of the Agreement becomes null
11 and void and employees will revert to that placement on the salary schedule for all
12 purposes to which they are entitled by their years of service and educational credit.

13 B. No increase to teachers salaries as a result of this section shall require the District to
14 increase the salaries of other employees. It is specifically understood that the
15 primary salary factor referred to in this provision shall not be used for any salary
16 schedule or extra duty pay calculations.

17 Section 4. Primary Salary Schedule

18 A. The certificated salary schedule for 2012-2013 (effective 7/1/12) shall be as follows:

19 1. Minimum Salary \$45,063

20 2. Degrees and Credentials - Credit may be received for no more
21 than one of the following:

22 a. Masters Degree (7.816% of Primary Salary Factor) \$ 2,323

23 b. Doctoral Degree (8.762% of Primary Salary Factor) \$ 2,605

24 c. 8.0/8.1 or Ryan Vocational Credential
25 (7.816% of Primary Salary Factor) \$ 2,323

26 3. Longevity Bonus:
27 Upon completion of

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1	a.	13 years = (14.622% of Primary Salary Factor)	\$4,346
2	b.	16 years = (14.623% of Primary Salary Factor)	\$4,347
3	c.	20 years = (10.235% of Primary Salary Factor)	\$3,042
4	d.	24 years = (29.977% of Primary Salary Factor)	\$8,911

5 Primary Salary Factor: \$29,725.00

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**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS**

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CERTIFICATED PRIMARY INTERIM SALARY SCHEDULE 2012-2013**

Year	0-70+ Units
0	\$30,000
1	\$30,000
2	\$30,800
3	\$30,800
4	\$30,800
5	\$31,677
6	\$33,788
7	\$35,959
8	\$36,180
9	\$40,304
10	\$42,472
Salaries listed below include anniversary	
13	\$46,818
16	\$51,651
20	\$54,207
24	\$63,118

Year	A 0-6 Units	B 7-12 Units	C 13-18 Units	D 19-24 Units	E 25-29 Units
0	\$44,059	\$44,061	\$44,062	\$44,063	\$44,064
1	\$44,061	\$44,062	\$44,063	\$44,064	\$44,066
2	\$44,062	\$44,063	\$44,063	\$44,064	\$44,066
3	\$44,063	\$44,063	\$44,063	\$44,064	\$44,066
4	\$44,064	\$44,064	\$44,064	\$44,064	\$44,066
5	\$44,415	\$45,300	\$46,183	\$47,066	\$47,802
6	\$48,705	\$49,254	\$50,393	\$51,057	\$51,807
7	\$52,278	\$53,302	\$53,204	\$55,033	\$55,333
8	\$54,451	\$55,352	\$56,252	\$57,153	\$57,904
9	\$57,499	\$58,401	\$60,486	\$60,696	\$60,953
10	\$62,095	\$63,014	\$63,782	\$64,547	\$65,774
Salaries listed below include anniversary bonus.					
13	\$66,441	\$67,360	\$68,280	\$68,883	\$70,120
16	\$70,788	\$71,707	\$72,625	\$73,240	\$74,467
20	\$73,830	\$74,749	\$75,557	\$76,282	\$77,509
24	\$82,741	\$83,660	\$84,428	\$85,193	\$86,420

Salary Schedule 2

Year	F 30-35 Units	G 36-41 Units	H 42-47 Units	I 48-53 Units	J 54-59 Units	K 60-65 Units	L 66-70+ Units
0	\$45,063	\$45,896	\$46,732	\$47,565	\$48,399	\$49,235	\$50,069
1	\$45,688	\$46,522	\$47,354	\$48,181	\$49,025	\$49,862	\$50,695
2	\$46,311	\$47,143	\$47,984	\$48,817	\$49,650	\$50,486	\$51,321
3	\$46,940	\$47,774	\$48,607	\$49,444	\$50,276	\$51,110	\$51,946
4	\$49,217	\$50,249	\$51,079	\$52,08	\$53,037	\$53,966	\$54,744
5	\$51,288	\$52,217	\$53,147	\$54,080	\$55,010	\$55,939	\$56,716
6	\$54,439	\$55,366	\$56,297	\$57,229	\$58,156	\$59,087	\$59,864
7	\$57,588	\$58,517	\$59,446	\$60,377	\$61,304	\$62,237	\$63,014
8	\$60,733	\$61,664	\$62,595	\$63,521	\$64,457	\$65,386	\$66,180
9	\$63,882	\$64,814	\$65,746	\$66,671	\$67,604	\$68,534	\$69,307
10	\$66,886	\$67,604	\$68,522	\$69,440	\$70,358	\$71,276	\$72,043
Salaries listed below include anniversary increment bonus.							
13	\$71,032	\$71,950	\$72,868	\$73,786	\$74,704	\$75,622	\$76,389
16	\$75,379	\$76,297	\$77,216	\$78,133	\$79,051	\$79,969	\$80,736
20	\$78,421	\$79,339	\$80,257	\$81,175	\$82,093	\$83,011	\$83,778
24	\$87,332	\$88,250	\$89,168	\$90,086	\$91,004	\$91,922	\$92,689

Salary Schedule A: Teachers who do not hold a valid California basic credential (i.e., Emergency Permit, Intern Permit, Waiver) shall be placed on this schedule. This does not apply to teachers with valid out-of-state credentials. Effective with the beginning of the 2003-2004 school year teachers on Schedule A are not eligible for advancement beyond Year 10.

Salary Schedule 1: Teachers with less than 30 units shall be placed on this schedule. Credit is given for both experience and units. Effective with the beginning of the 2003-2004 school year teachers on Schedule 1 are not eligible for advancement beyond Year 10.

Salary Schedule 2: Teachers with 30 units or more shall be placed on this schedule. Credit is given for both experience and units. Add to above salaries:
Master's Degree/ Vocational Credential: \$2,323
or Doctoral Degree: \$2,605

Effective 7/1/12

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013
ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

1 Section 5. Full-Time Certificated Adult Education Salary Schedule

2 A. The salary schedule effective July 1, 2012 for full-time adult education teachers shall
3 be as follows:

- | | | |
|----|--|----------|
| 4 | 1. Base salary shall be 159.49% of the Primary Salary Schedule | \$47,408 |
| 5 | 2. Years of experience shall be 8.340% of the Primary Salary | |
| 6 | Schedule Base Salary (10 years maximum) | \$ 2,500 |
| 7 | 3. Credit for Masters Degree shall be 7.816% of the Primary | |
| 8 | Salary Schedule Base Salary | \$ 2,323 |
| 9 | 4. Longevity Bonus: Longevity bonuses shall be cumulative. | |
| 10 | Upon completion of | |
| 11 | a. 13 years = | \$482 |
| 12 | b. 16 years = | \$964 |
| 13 | c. 20 years = | \$1,447 |
| 14 | d. 24 years = | \$1,929 |

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2015
ARTICLE XIX TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

1 ARTICLE XIX TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

2 Section 1. Partnership Teaching Assignment

3 A. No more than 4.5% or seventy-two (72) partnerships, whichever is less, will be
4 awarded annually provided that the number of available partnerships does not
5 decrease by more than to (2) per year.

6 B. All teachers who participate in partnership teaching assignments must have a history
7 of satisfactory or above performance on past evaluations. A partnership shall consist
8 of either two (2) tenured District employees or a tenured District employee and a
9 District retiree. Temporary teachers are not eligible for partnership assignments.

10 C. Partnership teaching shall be designed on one of the following models:

11 1. Two (2) teachers sharing one (1) classroom - one (1) semester each.

12 2. Two (2) teachers sharing one (1) classroom - dividing the work week - three (3)
13 days and two (2) days. By agreement teachers may switch their parts of the
14 assignment at the semester.

15 3. Two teachers sharing one classroom - dividing the work week according to a
16 mutually agreed upon plan provided that one of the partners works no less than
17 fifty percent (50%) plus one (1) of the days in a semester.

18 D. The partnership teaching assignments will be filled by teachers who have jointly
19 requested to work together.

20 E. Partnership proposals shall be submitted to the Principal for approval prior to being
21 submitted to Personnel Services. The Principal shall have sole discretion to approve
22 or disapprove partnership proposals. After careful consideration of the partnership
23 proposal, the Principal's decision is final.

24 F. Partnership proposals shall include:

25 1. Dates specified on which teachers will be scheduled to work.

26 2. Teacher planning and communication system established.

27 3. Description of how all adjunct duties will be covered and performed.

28 4. Description of how responsibility for covering parent conferences, back-to-school

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2015
ARTICLE XIX TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

1 nights, open house, etc. will be met.

2 5. Certification that the partnership team members will cover for each other in the
3 event one of the partners is absent.

4 G. Any teacher working more than fifty percent (50%) in a partnership assignment will
5 receive all district fringe benefits. Teachers working less than fifty percent (50%) of
6 the time will not receive fringe benefits. Sick leave and experience credit will be
7 earned in proportion to time worked. Employees working less than fifty percent (50%)
8 of the time shall have the option to pay for their own fringe benefit package.
9 Discretionary leave shall be earned in proportion to time worked and no fraction of a
10 day shall be able to be earned. Partnership members are expected to trade days to
11 cover short and long-term absences (including pregnancies), or leaves, or other
12 personal obligations. A substitute teacher shall be approved by the District for a
13 partner to participate in a District/school directed activity or in extraordinary
14 circumstances when such mutual coverage is not possible.

15 H. The teacher will receive credit each year for one full year's advancement on the salary
16 schedule when such teacher is on duty for seventy-five percent (75%) of the total
17 number of days in which the schools of the District are in regular session. Job
18 sharers who do not work seventy-five percent (75%) of the total number of days in
19 which the schools of the District are in regular session shall be granted one (1) year's
20 salary advancement if such teacher is on duty for thirty-seven and one half percent
21 (37.5%) of the total days for each of any two (2) years.

22 I. All Principal approved partnership proposals must be submitted to the Assistant
23 Superintendent, Personnel Services no earlier than March 15 and no later than March
24 30.

25 1. In the event that there are more applications than available positions, the
26 positions will be awarded by the District by lottery.

27 2. The District shall notify teachers who submitted partnership proposals of their
28 partnership assignment as soon as possible after selections have been

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2015
ARTICLE XIX TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

1 determined, but in any case not later than May 1.

2 J. Partnership Assignments not Renewed

3 1. In the event that a partnership assignment is not renewed by the employees in
4 the partnership or by the Principal, the employee in the partnership with the
5 greater seniority in the District shall be entitled to the same position which the
6 partners held in the previous semester. In the event that the employee in the
7 partnership with the greatest seniority in the District chooses not to retain that
8 position, the other employee in the partnership shall be entitled to said position.

9 2. In the event of declining enrollment at the school site, at which a partnership
10 assignment is not being renewed, the surplus staffing provisions of this Article
11 will take effect.

12 3. It is understood that each partnership is approved for a period of one school
13 year. Employees who wish to continue in a partnership must reapply annually.

14 K. Teachers entering into a partnership teaching assignment shall be considered to be
15 full-time teachers entering into a partial leave of absence. As a result they retain all
16 rights to regain full-time employment enjoyed by any employee on a leave of
17 absence.

18 L. Teachers who have retired from the District with a history of satisfactory performance
19 may be considered for participation in a partnership. However, partnership proposals
20 from current teachers shall be given first priority. The retiree's participation in the
21 partnership shall be governed by the STRS limitations on earnings for the given year.

22 Section 2. Partial Assignments in Grades 7 - 12

23 A. No more than twenty (20) teachers in grades 7-12 will be assigned partial teaching
24 assignments of three-fifths (3/5) or less per semester or trimester.

25 B. Sick leave, experience credit, and salary advancement will be determined in the same
26 manner as specified for partnership teaching assignments.

27 C. A part-time teacher who is required to work on a designated pupil-free working day
28 shall be paid his/her per diem rate of pay.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2015
ARTICLE XIX TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

1 D. Teachers who have retired from the District with a history of satisfactory performance
2 may be considered for participation in a partial assignment. The retiree's assignment
3 shall be governed by the STRS limitations on earnings for the given year.

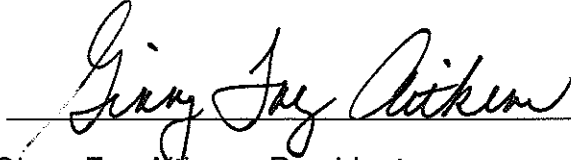
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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVEA, 2012-2013

1 AGREEMENT between Saddleback Valley Unified School District and Saddleback Valley
2 Educators Association signature page.

3 For the District:

For the Association:

4 





6 Ginny Fay Aitkens, President

Patty Stewart, Contract Manager

7 Board of Education

SVEA Negotiation Team

8 





10 Dennis Walsh, Clerk

Gregg Swenson, President

11 Board of Education

SVEA

12 




14 Clint Harwick, Ed.D.

Pam Bisson, Member

15 Superintendent

SVEA Negotiation Team

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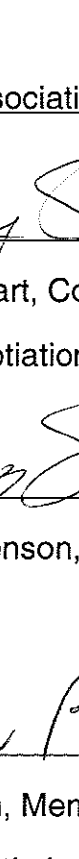


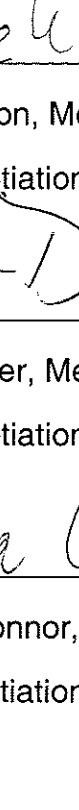
18 Margaret Lewis, Assistant Superintendent

Elise Greyson, Member

19 Personnel Services

SVEA Negotiation Team

20 



22 Frank Werner, Member

23 SVEA Negotiation Team

24 

26 Donna O'Connor, Member

27 SVEA Negotiation Team

28 Ratified: June 12, 2012

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

CLASS SIZE COMPLIANCE CHART

GRADES K-6

2012-2013

<u>Teachers</u>	<u>K</u>	<u>1 - 3</u>	<u>4 - 6</u>
1	1-41	1-39	1-46
2	42-72	40-68	47-81
3	73-103	69-97	82-115
4	104-134	98-126	116-150
5	135-165	127-155	151-184
6	166-196	156-184	185-219
7		185-213	220-253
8		214-242	254-288
9		243-271	289-322
10		272-300	323-357
11		301-329	358-391
12		330-358	392-426
13		359-387	427-460
14		388-416	461-495
15		417-445	496-529
16		446-474	530-564
17		475-503	565-598
18		504-532	599-633
19		533-561	634-660

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CLASS SIZE COMPLIANCE CHART
GRADES 7 & 8
2012-2013

819	-	848	=	28
849	-	878	=	29
879	-	908	=	30
909	-	937	=	31
938	-	967	=	32
968	-	997	=	33
998	-	1027	=	34
1028	-	1057	=	35
1058	-	1087	=	36
1088	-	1117	=	37
1118	-	1147	=	38
1148	-	1177	=	39
1178	-	1207	=	40
1208	-	1237	=	41
1238	-	1267	=	42
1268	-	1297	=	43
1298	-	1326	=	44
1327	-	1356	=	45
1357	-	1386	=	46
1387	-	1416	=	47
1417	-	1446	=	48
1447	-	1476	=	49
1477	-	1506	=	50
1507	-	1536	=	51
1537	-	1566	=	52
1567	-	1596	=	53

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CLASS SIZE COMPLIANCE CHART
GRADES 9-12
2012-2013

1602	-	1631	53	2428	-	2457	80
1632	-	1662	54	2458	-	2488	81
1663	-	1693	55	2489	-	2519	82
1694	-	1723	56	2520	-	2549	83
1724	-	1754	57	2550	-	2580	84
1755	-	1784	58	2581	-	2610	85
1785	-	1815	59	2611	-	2641	86
1816	-	1846	60	2642	-	2672	87
1847	-	1876	61	2673	-	2702	88
1877	-	1907	62	2703	-	2733	89
1908	-	1937	63	2734	-	2763	90
1938	-	1968	64	2764	-	2794	91
1969	-	1999	65	2795	-	2824	92
2000	-	2029	66	2825	-	2855	93
2030	-	2060	67	2856	-	2886	94
2061	-	2090	68	2887	-	2916	95
2091	-	2121	69	2917	-	2947	96
2122	-	2152	70	2948	-	2977	97
2153	-	2182	71	2978	-	3008	98
2183	-	2213	72	3009	-	3039	99
2214	-	2243	73	3040	-	3069	100
2244	-	2274	74	3070	-	3100	101
2275	-	2304	75	3101	-	3130	102
2305	-	2335	76	3131	-	3161	103
2336	-	2366	77	3162	-	3192	104
2367	-	2396	78	3193	-	3222	105
2397	-	2427	79	3223	-	3253	106
				3254	-	3283	107

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Annual Personal and Professional Goals

Sections 1-3 of this form must be completed by the teacher and submitted to the Principal by the last Friday of September; Section 4 of this form must be completed by the teacher and submitted to the Principal by the second Friday of April. Principal and teacher signatures required on reverse side.

Teacher: _____

School: _____

Subject/Grade Level: _____

Year: _____

1. I will support all components of the School Plan, and District and school goals.
2. Personal and Professional Goals (Columns 1, 2 and 3): By the last Friday of September, submit 2-4 goals based on the California Standards for the Teaching Profession (CSTP). Indicate below the specific goals and the CSTP standard being addressed and indicate how you will meet your goals.

Teacher submitted goals:

1. What are your 2-4 goals?	2. What CSTP standard is being addressed? (Number and letter of Standard)	3. How will you show (i.e. activities/evidence) that you have met your goals?	4. Summary of Progress Use codes below. For IP and NC complete attached End of Year Report

Code: Indicators of progress toward objectives: **IP** = In Progress **C** = Completed **NC** = Not Completed

Principal directed goals:

1. Goals directed by Principal:	2. What CSTP standard is being addressed? (Number and letter of standard).	3. Activities required to meet goals:	4. Summary of Progress

Teacher's Signature _____

Date _____

_____ I have also requested a conference with the Evaluator.

Evaluator's Signature _____

Date _____

A conference was held on _____ date

1. Engaging and Supporting All Students in Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Using knowledge of students to engage them in learning.
- B. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- C. Connecting subject matter to meaningful, real-life contexts.
- D. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- E. Promoting critical thinking through inquiry, problem solving, and reflection.
- F. Monitoring student learning and adjusting instruction while teaching.

2. Creating and Maintaining Effective Environments for Student Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

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

3. Understanding and Organizing Subject Matter for Student Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
- B. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
- C. Organizing curriculum to facilitate student understanding of the subject matter.
- D. Utilizing instructional strategies that are appropriate to the subject matter.
- E. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
- F. Addressing the needs of English learners and students with special needs to provide equitable access to the content.

4. Planning Instruction and Designing Learning Experiences for All Students

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

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

5. Assessing Student Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- B. Collecting and analyzing assessment data from a variety of sources to inform instruction.
- C. Reviewing data, both individually and with colleagues, to monitor student learning.
- D. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- E. Involving all students in self-assessment, goal setting, and monitoring progress.
- F. Using available technologies to assist in assessment, analysis, and communication of student learning.
- G. Using assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Reflecting on teaching practice in support of student learning.
- B. Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- C. Collaborating with colleagues and the broader professional community to support teacher and student learning.
- D. Working with families to support student learning.
- E. Engaging local communities in support of the instructional program.
- F. Managing professional responsibilities to maintain motivation and commitment to all students.
- G. Demonstrating professional responsibility, integrity, and ethical conduct.

7. Maintaining SVUSD Professional Standards/Expectations

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Sharing in responsibility for the operation of school programs.
- B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.
- C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)
- D. Promoting a positive professional image by action, communication and appearance.
- E. Maintaining confidentiality in all professional relationships.
- F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Certificated Evaluation

Teacher: _____ School: _____ Date(s): _____

Grade/Subject: _____ Observation Date(s): _____

Permanent Probationary: ____Year 1 ____Year 2 Temporary

<p>1. Engaging and Supporting All Students in Learning</p> <p>A. Using knowledge of students to engage them in learning. B. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. C. Connecting subject matter to meaningful, real-life contexts. D. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. E. Promoting critical thinking through inquiry, problem solving, and reflection. F. Monitoring student learning and adjusting instruction while teaching.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard</p>
<p>2. Creating and Maintaining Effective Environments for Student Learning</p> <p>A. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. B. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. C. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. D. Creating a rigorous learning environment with high expectations and appropriate support for all students. E. Developing, communicating, and maintaining high standards for individual and group behavior. F. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. G. Using instructional time to optimize learning.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard</p>
<p>3. Understanding and Organizing Subject Matter for Student Learning</p> <p>A. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. B. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. C. Organizing curriculum to facilitate student understanding of the subject matter. D. Utilizing instructional strategies that are appropriate to the subject matter. E. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. F. Addressing the needs of English learners and students with special needs to provide equitable access to the content.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard</p>
<p>4. Planning Instruction and Designing Learning Experiences for All Students</p> <p>A. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. B. Establishing and articulating goals for student learning. C. Developing and sequencing long-term and short-term instructional plans to support student learning. D. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. E. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard</p>

<p>5. Assessing Student Learning</p> <p>A. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</p> <p>B. Collecting and analyzing assessment data from a variety of sources to inform instruction.</p> <p>C. Reviewing data, both individually and with colleagues, to monitor student learning.</p> <p>D. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</p> <p>E. Involving all students in self-assessment, goal setting, and monitoring progress.</p> <p>F. Using available technologies to assist in assessment, analysis, and communication of student learning.</p> <p>G. Using assessment information to share timely and comprehensible feedback with students and their families.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>6. Developing as a Professional Educator</p> <p>A. Reflecting on teaching practice in support of student learning.</p> <p>B. Establishing professional goals and engaging in continuous and purposeful professional growth and development.</p> <p>C. Collaborating with colleagues and the broader professional community to support teacher and student learning.</p> <p>D. Working with families to support student learning.</p> <p>E. Engaging local communities in support of the instructional program.</p> <p>F. Managing professional responsibilities to maintain motivation and commitment to all students.</p> <p>G. Demonstrating professional responsibility, integrity, and ethical conduct.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>7. Maintaining SVUSD Professional Standard/Expectations</p> <p>A. Sharing in responsibility for the operation of school programs.</p> <p>B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.</p> <p>C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)</p> <p>D. Promoting a positive professional image by action, communication and appearance.</p> <p>E. Maintaining confidentiality in all professional relationships.</p> <p>F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>

Reemployment Recommendations:

- Recommended
- Recommended; Referral to PAR
- Not Recommended

Next Evaluation Cycle: _____ School Year

This document will be placed in your Personnel File. If you wish to have written comments attached, please submit them to the evaluator by June 30 and they will be attached to the document when filed.

This report has been discussed with the employee.

The teacher's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

Teacher's Signature

Date

Evaluator's Signature

Date

The California Standards for the Teaching Profession were adopted by the California Commission on Teaching Credentialing, approved by the State Superintendent of Public Instruction, and endorsed by the State Board of Education in 2009.

1. Engaging and Supporting All Students in Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Using knowledge of students to engage them in learning.
- B. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- C. Connecting subject matter to meaningful, real-life contexts.
- D. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- E. Promoting critical thinking through inquiry, problem solving, and reflection.
- F. Monitoring student learning and adjusting instruction while teaching.

2. Creating and Maintaining Effective Environments for Student Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

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

3. Understanding and Organizing Subject Matter for Student Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
- B. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
- C. Organizing curriculum to facilitate student understanding of the subject matter.
- D. Utilizing instructional strategies that are appropriate to the subject matter.
- E. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
- F. Addressing the needs of English learners and students with special needs to provide equitable access to the content.

4. Planning Instruction and Designing Learning Experiences for All Students

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

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

5. Assessing Student Learning

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- B. Collecting and analyzing assessment data from a variety of sources to inform instruction.
- C. Reviewing data, both individually and with colleagues, to monitor student learning.
- D. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- E. Involving all students in self-assessment, goal setting, and monitoring progress.
- F. Using available technologies to assist in assessment, analysis, and communication of student learning.
- G. Using assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Reflecting on teaching practice in support of student learning.
- B. Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- C. Collaborating with colleagues and the broader professional community to support teacher and student learning.
- D. Working with families to support student learning.
- E. Engaging local communities in support of the instructional program.
- F. Managing professional responsibilities to maintain motivation and commitment to all students.
- G. Demonstrating professional responsibility, integrity, and ethical conduct.

7. Maintaining SVUSD Professional Standards/Expectations

Teachers may consider, "How do I...?" and "Why do I...?" About the following:

- A. Sharing in responsibility for the operation of school programs.
- B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.
- C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)
- D. Promoting a positive professional image by action, communication and appearance.
- E. Maintaining confidentiality in all professional relationships.
- F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.

8. Selected Duties from Job Description of _____

(If the employee chooses to be evaluated on the non-classroom duties, a list of no more than 8 duties will be determined by the supervisor and employee by the last Friday in September)

- A.
- B.
- C.
- D.
- E.
- F.
- G.
- H.

Certificated Evaluation

Teacher: _____ School: _____ Date(s): _____

Grade/Subject: _____ Observation Date(s): _____

Permanent Probationary: ____ Year 1 ____ Year 2 Temporary

<p>1. Engaging and Supporting All Students in Learning</p> <p>A. Using knowledge of students to engage them in learning.</p> <p>B. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.</p> <p>C. Connecting subject matter to meaningful, real-life contexts.</p> <p>D. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.</p> <p>E. Promoting critical thinking through inquiry, problem solving, and reflection.</p> <p>F. Monitoring student learning and adjusting instruction while teaching.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>2. Creating and Maintaining Effective Environments for Student Learning</p> <p>A. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</p> <p>B. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</p> <p>C. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.</p> <p>D. Creating a rigorous learning environment with high expectations and appropriate support for all students.</p> <p>E. Developing, communicating, and maintaining high standards for individual and group behavior.</p> <p>F. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</p> <p>G. Using instructional time to optimize learning.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>3. Understanding and Organizing Subject Matter for Student Learning</p> <p>A. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.</p> <p>B. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</p> <p>C. Organizing curriculum to facilitate student understanding of the subject matter.</p> <p>D. Utilizing instructional strategies that are appropriate to the subject matter.</p> <p>E. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</p> <p>F. Addressing the needs of English learners and students with special needs to provide equitable access to the content.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>4. Planning Instruction and Designing Learning Experiences for All Students</p> <p>A. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</p> <p>B. Establishing and articulating goals for student learning.</p> <p>C. Developing and sequencing long-term and short-term instructional plans to support student learning.</p> <p>D. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</p> <p>E. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>

<p>5. Assessing Student Learning</p> <p>A. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</p> <p>B. Collecting and analyzing assessment data from a variety of sources to inform instruction.</p> <p>C. Reviewing data, both individually and with colleagues, to monitor student learning.</p> <p>D. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</p> <p>E. Involving all students in self-assessment, goal setting, and monitoring progress.</p> <p>F. Using available technologies to assist in assessment, analysis, and communication of student learning.</p> <p>G. Using assessment information to share timely and comprehensible feedback with students and their families.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>6. Developing as a Professional Educator</p> <p>A. Reflecting on teaching practice in support of student learning.</p> <p>B. Establishing professional goals and engaging in continuous and purposeful professional growth and development.</p> <p>C. Collaborating with colleagues and the broader professional community to support teacher and student learning.</p> <p>D. Working with families to support student learning.</p> <p>E. Engaging local communities in support of the instructional program.</p> <p>F. Managing professional responsibilities to maintain motivation and commitment to all students.</p> <p>G. Demonstrating professional responsibility, integrity, and ethical conduct.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>7. Maintaining SVUSD Professional Standard/Expectations</p> <p>A. Sharing in responsibility for the operation of school programs.</p> <p>B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.</p> <p>C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)</p> <p>D. Promoting a positive professional image by action, communication and appearance.</p> <p>E. Maintaining confidentiality in all professional relationships.</p> <p>F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>8. Selected Duties from Job Description of _____ <i>(If the employee chooses to be evaluated on the non-classroom duties, a list of no more than 8 duties will be determined by the supervisor and employee by the last Friday in September.)</i></p> <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p> <p>E.</p> <p>F.</p> <p>G.</p> <p>H.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>

- Reemployment Recommendations:
- Recommended
 - Recommended; Referral to PAR
 - Not Recommended

Next Evaluation Cycle: _____ School Year

This document will be placed in your Personnel File. If you wish to have written comments attached, please submit them to the evaluator by June 30 and they will be attached to the document when filed.

This report has been discussed with the employee.
The teacher's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

Teacher's Signature Date

Evaluator's Signature Date

The California Standards for the Teaching Profession were adopted by the California Commission on Teaching Credentialing, approved by the State Superintendent of Public Instruction, and endorsed by the State Board of Education in 2009. Approved: 3/22/12

California Standards for the School Counseling Profession (CSSCP)

1. Engage, Advocate for and Support Students in Learning

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Support students in a system designed for learning and academic success.
2. Advocate for educational opportunity, equity and access for students.
3. Advocate for the learning and academic success for students.
4. Identify student problems in their earliest stages and implement prevention and intervention strategies.

2. Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal and Social Development for Students

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Demonstrate organization skills.
2. Deliver Site/District guidance programs.
3. Assess program outcomes and analyze data as appropriate.
4. Demonstrate leadership in program development.

3. Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Assess student characteristics and utilize the information to plan for growth and achievement.
2. Interpret and use a student assessment data with students and parents or guardians in developing personal, academic and career plans.
3. Monitor and/or support student academic and career progress.

4. Collaborate and Coordinate with School and Community Resources

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Participate in student support teams for student achievement.
2. Provide consultation and education for teachers and parents.
3. Develop working relationships within the school that include school staff members, parents, and community members.
4. Facilitate support from community agencies.

5. Support a Safe Learning Environment for Students

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Support a positive, safe, and supportive learning environment.
2. Facilitate programs that address the personal and social risk factors of students.
3. Support programs that reduce the incidents of school site violence.
4. Support models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.

6. Develop as a Professional Guidance Specialist/Counselor

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Establish professional goals and pursue opportunities to improve.
2. Model effective practices and continuous progress in school guidance programs.
3. Adhere to professional codes of ethics, legal mandates, and district policies.

7. Maintaining SVUSD Professional Standards/Expectations

Counselors may consider, "How do I...?" and "Why do I...?" About the following:

1. Sharing in responsibility for the operation of school programs.
2. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.
3. Accept and fulfill assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to meetings and scheduled conferences, completion of reports and requests for information, return phone calls, and fulfilling adjunct responsibilities.)
4. Promote a positive professional image by action, communication and appearance.
5. Maintaining confidentiality in all professional relationships.
6. Adhering to the California Education Code and SVUSD Board Policies.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Guidance Specialist/Counselor Evaluation

Guidance Specialist/Counselor: _____

School: _____ Grade Level/Alpha Cut/Special Assignment: _____

- Temporary
 1st Year Probationary
 2nd Year Probationary
 Permanent

<p>1. Engage, Advocate for and Support Students in Learning</p> <ol style="list-style-type: none"> 1. Support students in a system designed for learning and academic success. 2. Advocate for educational opportunity, equity and access for students 3. Advocate for the learning and academic success for students. 4. Identify student problems in their earliest stages and implement prevention and intervention strategies. <p>Comments:</p>	<p> <input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard </p>
<p>2. Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal and Social Development for Students</p> <ol style="list-style-type: none"> 1. Demonstrate organization skills. 2. Deliver Site/District guidance programs. 3. Assess program outcomes and analyze data as appropriate. 4. Demonstrate leadership in program development. <p>Comments:</p>	<p> <input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard </p>
<p>3. Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement</p> <ol style="list-style-type: none"> 1. Assess student characteristics and utilize the information to plan for growth and achievement. 2. Interpret and use student assessment data with students and parents or guardians in developing personal, academic and career plans. 3. Monitor and/or support student academic and career progress. <p>Comments:</p>	<p> <input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard </p>
<p>4. Collaborate and Coordinate with School and Community Resources</p> <ol style="list-style-type: none"> 1. Participate in student support teams for student achievement. 2. Provide consultation and education for teachers and parents. 3. Develop working relationships within the school that include school staff members, parents, and community members. 4. Facilitate support from community agencies. <p>Comments:</p>	<p> <input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard </p>

<p>5. Support a Safe Learning Environment for Students</p> <ol style="list-style-type: none"> 1. Support a positive, safe, and supportive learning environment. 2. Facilitate programs that address the personal and social risk factors of students. 3. Support programs that reduce the incidence of school site violence. 4. Support models of systemic school safety that address elements of prevention, intervention, and treatment into the school system. <p>Comments:</p>	<input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard
<p>6. Develop as a Professional Guidance Specialist/Counselor</p> <ol style="list-style-type: none"> 1. Establish professional goals and pursue opportunities to improve. 2. Model effective practices and continuous progress in school guidance programs. 3. Adhere to professional codes of ethics, legal mandates, and district policies. <p>Comments:</p>	<input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard
<p>7. Maintaining SVUSD Professional Standard/Expectations</p> <ol style="list-style-type: none"> 1. Share in responsibility for the operation of school programs. 2. Conduct timely and effective conferences with students, parents, and support personnel concerning individual student needs. 3. Accept and fulfill assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to meetings and scheduled conferences, completion of reports and requests for information, return phone calls, and fulfilling adjunct responsibilities.) 4. Promote a positive professional image by action, communication and appearance. 5. Maintain confidentiality in all professional relationships. 6. Adhere to the California Education Code and SVUSD Board Policies. <p>Comments:</p>	<input type="checkbox"/> Meets Standard <input type="checkbox"/> Partially Meets Standard <input type="checkbox"/> Does Not Meet Standard

Reemployment Recommendations:

- Recommended
- Recommended; Referral to PAR
- Not Recommended

Next Evaluation Cycle: _____ School Year

This document will be placed in your Personnel File. If you wish to have written comments attached, please submit them to the evaluator by June 30 and they will be attached to the document when filed.

This report has been discussed with the Guidance Specialist/Counselor.

The Guidance Specialist/Counselor's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

Guidance Specialist/Counselor Signature Date

Evaluator's Signature Date

The California Standards for the School Counseling Profession were approved in 2001 by the California Association of School Counselors, Inc (CASC) and are based on the work of a Pupil Personnel Services Advisory Panel 1998-2000 and consistent with the findings of the AB722 study. They incorporate elements of the American School Counselor Association (ASCA) National standards for School Counseling Programs and the core and specialization requirements for school counseling included in the Council for Accreditation of Counseling and Related Education Programs (CACREP).

Approved: 3/28/12

National Standards for School Nurse Profession (NSSNP)

1. HEALTH TEACHING/PROMOTION. The school nurse provides health education and employs strategies to promote health and a safe environment.

Nurses may consider, "How do I...?" and "Why do I...?" About the following:

- A. Provides general health education to the student body at large through direct classroom instruction or expert consultation.
- B. Provides health teaching that addresses such topics as healthy lifestyles, risk-reducing behaviors, developmental needs, activities of daily living, and preventive self-care as appropriate to client developmental levels.
- C. Uses health promotion and health teaching methods appropriate to the situation and the client's developmental level, learning needs, readiness, ability to learn, language preference, and culture.
- D. Promotes self-care and safety through the education of the school community regarding health issues.

2. PLANNING. The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes.

Nurses may consider, "How do I...?" and "Why do I...?" About the following:

- A. Develops an individualized healthcare plan considering the client characteristics or the situation (e.g., age and culturally appropriate, environmentally sensitive), with appropriate strategies for health promotion and disease prevention.
- B. Develops the plan in conjunction with the client, family, school community, and others, as appropriate.
- C. Creates individual healthcare plans, as a component of the program for clients with special healthcare needs.
- D. Provides for continuity within the plan.
- E. Incorporates an implementation pathway or timeline within the plan.
- F. Establishes the plan priorities with the client, family, school community, and others as appropriate.
- G. Utilizes the plan to provide direction to other members of the school team.
- H. Defines the plan to reflect current statutes, rules and regulations, and standards.
- I. Integrates current trends and research affecting care in the planning process.
- J. Considers the economic impact of the plan.
- K. Uses standardized language or recognized terminology to document the outcome in a retrievable form.

3. IMPLEMENTATION. The school nurse implants the identified plan.

Nurses may consider, "How do I...?" and "Why do I...?" About the following:

- A. Implements the plan in a safe and timely manner.
- B. Documents implementation and any modifications, including changes or omissions, of the specified plan.
- C. Utilizes evidence-based interventions and treatments specific to the diagnosis or problem.
- D. Utilizes community resources and systems to implement the plan.
- E. Collaborates with nursing colleagues and others to implement the plan.
- F. Provides interventions in compliance with these standards of practice and professional performance.

4. PROGRAM MANAGEMENT. The school nurse manages school health services.

Nurses may consider, "How do I...?" and "Why do I...?" About the following:

- A. Manage school health services as appropriate to the nurse's education, position, and practice environment.
- B. Conduct school health needs assessments to identify current health problems and identify the need for new programs. Develop and implement needed health programs using a program planning process.
- C. Demonstrate knowledge of existing school health programs and current health trends that may affect client care, the sources of funds for each, school policy related to each, and local, state, and federal laws governing each.
- D. Develop and implement health policies and procedures in collaboration with the school administration, the board of health, and the board of education..
- E. Orient and train health assistants, aides, and UAPs (unlicensed assistive personnel), as appropriate to the school setting.
- F. Adopt and use available technology appropriate to the work setting.

5. EDUCATION. The school nurse attains knowledge and competency that reflects current school nursing practice.

Nurses may consider, "How do I...?" and "Why do I...?" About the following:

- A. Participate in ongoing educational activities related to appropriate knowledge bases and professional issues.
- B. Demonstrate a commitment to lifelong learning through self-reflection and inquiry to identify learning needs.
- C. Seek experiences that reflect current practice in order to maintain skills and competence in clinical practice or role performance.
- D. Acquire knowledge and skills appropriate to the specialty area, practice setting, role, or situation.
- E. Maintain professional records that provide evidence of competency and lifelong learning.
- F. Seek experiences and formal independent learning activities to maintain and develop clinical and professional skills and knowledge.

6. Maintaining SVUSD Professional Standards/Expectations

Nurses may consider, "How do I...?" and "Why do I...?" About the following:

- A. Sharing in responsibility for the operation of school programs.
- B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.
- C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities).
- D. Promote a positive professional image by action, communication and appearance.
- E. Maintaining confidentiality in all professional relationships.
- F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Certificated School Nurse Evaluation*

Nurse: _____

School: _____

Date(s): _____

Assignment: _____

Permanent

Probationary: ____Year 1 ____Year 2

Temporary

<p>1. HEALTH TEACHING / PROMOTION. The school nurse provides health education and employs strategies to promote health and a safe environment.</p> <p>A. Provides general health education to the student body at large through direct classroom instruction or expert consultation.</p> <p>B. Provides health teaching that addresses such topics as healthy lifestyles, risk-reducing behaviors, developmental needs, activities of daily living, and preventive self-care as appropriate to client developmental levels.</p> <p>C. Uses health promotion and health teaching methods appropriate to the situation and the client's developmental level, learning needs, readiness, ability to learn, language preference, and culture.</p> <p>D. Promotes self-care and safety through the education of the school community regarding health issues.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>2. PLANNING. The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes.</p> <p>A. Develops an individualized healthcare plan considering the client characteristics or the situation (e.g., age and culturally appropriate, environmentally sensitive), with appropriate strategies for health promotion and disease prevention.</p> <p>B. Develops the plan in conjunction with the client, family, school community, and others, as appropriate.</p> <p>C. Creates individual healthcare plans, as a component of the program for clients with special healthcare needs.</p> <p>D. Provides for continuity within the plan.</p> <p>E. Incorporates an implementation pathway or timeline within the plan.</p> <p>F. Establishes the plan priorities with the client, family, school community, and others as appropriate.</p> <p>G. Utilizes the plan to provide direction to other members of the school team.</p> <p>H. Defines the plan to reflect current statutes, rules and regulations, and standards.</p> <p>I. Integrates current trends and research affecting care in the planning process.</p> <p>J. Considers the economic impact of the plan.</p> <p>K. Uses standardized language or recognized terminology to document the outcome in a retrievable form.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>3. IMPLEMENTATION. The school nurse implants the identified plan.</p> <p>A. Implements the plan in a safe and timely manner.</p> <p>B. Documents implementation and any modifications, including changes or omissions, of the specified plan.</p> <p>C. Utilizes evidence-based interventions and treatments specific to the diagnosis or problem.</p> <p>D. Utilizes community resources and systems to implement the plan.</p> <p>E. Collaborates with nursing colleagues and others to implement the plan.</p> <p>F. Provides interventions in compliance with these standards of practice and professional performance.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>

<p>4. PROGRAM MANAGEMENT. The school nurse manages school health services.</p> <p>A. Manage school health services as appropriate to the nurse's education, position, and practice environment.</p> <p>B. Conduct school health needs assessments to identify current health problems and identify the need for new programs. Develops and implements needed health programs using a program planning process.</p> <p>C. Demonstrate knowledge of existing school health programs and current health trends that may affect client care, the sources of funds for each, school policy related to each, and local, state, and federal laws governing each.</p> <p>D. Develop and implements health policies and procedures in collaboration with the school administration, the board of health, and the board of education.</p> <p>E. Orient and train health assistants, aides, and UAPs (unlicensed assertive personnel), as appropriate to the school setting.</p> <p>F. Adopt and use available technology appropriate to the work setting.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>5. EDUCATION. The school nurse attains knowledge and competency that reflects current school nursing practice.</p> <p>A. Participate in ongoing educational activities related to appropriate knowledge bases and professional issues.</p> <p>B. Demonstrate a commitment to lifelong learning through self-reflection and inquiry to identify learning needs.</p> <p>C. Seek experiences that reflect current practice in order to maintain skills and competence in clinical practice or role performance.</p> <p>D. Acquire knowledge and skills appropriate to the specialty area, practice setting, role, or situation.</p> <p>E. Maintain professional records that provide evidence of competency and lifelong learning.</p> <p>F. Seek experiences and formal and independent learning activities to maintain and develop clinical and professional skills and knowledge.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>
<p>6. Maintaining SVUSD Professional Standard/Expectations</p> <p>A. Sharing in responsibility for the operation of school programs.</p> <p>B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.</p> <p>C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)</p> <p>D. Promoting a positive professional image by action, communication and appearance.</p> <p>E. Maintaining confidentiality in all professional relationships.</p> <p>F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.</p> <p>Comments:</p>	<p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p>

Reemployment Recommendations:

- Recommended
- Recommended; Referral to PAR
- Not Recommended

Next Evaluation Cycle: _____ School Year

This document will be placed in your Personnel File. If you wish to have written comments attached, please submit them to the evaluator by June 30 and they will be attached to the document when filed.

This report has been discussed with the employee.

The employee's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

Nurse's Signature

Date

Evaluator's Signature

Date

*Criteria adapted from the National Standards for School Nurse Profession

Approved: 3/22/12

APPENDIX C

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
GRIEVANCE REPORT**

Grievant should send copies of this form and attachments, if any, to the personnel listed below.

Name of Grievant _____

School/Location of Grievant _____ Today's Date _____

Date the grievance occurred or was caused: _____

Within 10 days after the occurrence of the act or omission giving rise to the grievance, the employee must present his/her grievance on this form.
(Article XII, Section 3.A.1.)

A. Contract Violation (List Article(s) and Section(s) allegedly violated):

B. Statement of Grievant:

Desired Remedy:

Signature of Grievant

Date

Original: Grievant
Copies: Immediate Supervisor
SVEA
Superintendent/Designee

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
RESPONSE TO GRIEVANCE**

Response from (check one):

Level I (Immediate Supervisor) _____
Level II (Superintendent/Designee) _____

Name of Grievant _____

School/Location of Grievant _____ Today's Date _____

Date the grievance occurred or was caused: _____

Level I: The immediate administrator shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limit, the grievance is deemed denied and the employee may appeal in writing to the next level. Such appeal must be made within five (5) days after the expiration of the time limit or after the written answer is received, whichever occurs first. (Article XII, Section 3.A.3.)

Level II: The Superintendent, or designee shall communicate a decision in writing within ten (10) days after receiving the appeal. (Article XII, Section 3.B.3.)

Response:

Signature of Grievant Title Date

Original: Respondent
Copies: Grievant
Immediate Supervisor
SVEA
Superintendent/Designee

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
GRIEVANCE APPEAL FORM**

Name of Grievant _____

School/Location of Grievant _____

Date Grievance was originally filed: _____

If the employee is not satisfied with the decision on the grievance on Level I, the employee may appeal, and, if so, shall file the grievance on this form with the Superintendent, or designee, within five (5) days after the written decision at Level I has been delivered or prior to expiration of the time for appeal, whichever occurs sooner. (Article XII, Section 3.B.1.)

I wish to appeal the response of Level 1 to Level 2.

Signature of Grievant

Date

Original: Grievant
Copies: Immediate Supervisor
SVEA
Superintendent/Designee

SVUSD COUNTERPROPOSAL TO SVEA
May 30, 2012

ARTICLE XVIII SALARY AND ECONOMIC BENEFITS

Effective July 1, 2012, the temporary cut of 2.85% captured in the Memorandum of Understanding ratified in May of 2010 shall be restored to the Certificated Salary Schedules.

One (1) of the nine (9) furlough days captured in the Memorandum of Understanding ratified in May of 2010 shall be reinstated to the 2012-2013 school/employee work year.

TA
Blument
5/30/12

MEMORANDUM OF UNDERSTANDING

May 30, 2012

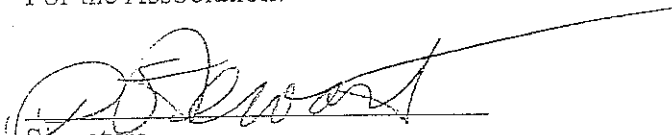
CLASS SIZE

The temporary class size increase of 2.5 as captured in the Memorandum of Understanding that was ratified in May of 2010 shall be retained until June 30, 2014.

NEGOTIATIONS FOR 2013-2014

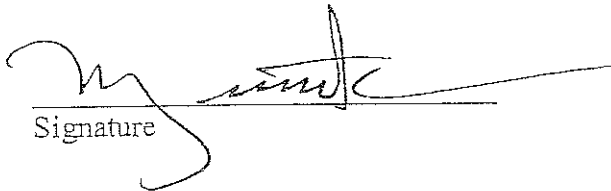
The parties will return to the table on or after March 15, 2013 to negotiate for the 2013-2014 school year.

For the Association:


Signature

5-30-12
Date

For the District:


Signature

5-30-12
Date

MEMORANDUM OF UNDERSTANDING

May 30, 2012

2012-13 School Year Calendar

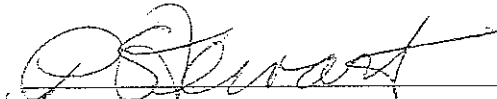
The agreement between the District and SVEA of February 2007 shall be suspended for the 2012-13 School Year Calendar.

SVEA's input on the 2012-13 School Year Calendar shall be considered fulfilled.

2013-14 School Year Calendar

The parties agree that the District will draft the 2013-14 School Year Calendar by March 2013, and provide the draft calendar to SVEA for input in accord with our February 2007 agreement.

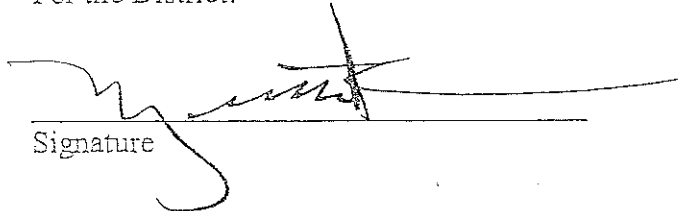
For the Association:



Signature

- 5-30-12
Date

For the District:



Signature

5-30-12
Date

MEMORANDUM OF UNDERSTANDING

CONTINGENCY LANGUAGE

If the voters enact the *Schools and Local Public Safety Protection Act* on the November 2012 ballot, two (2) of the remaining furlough days shall be reinstated to the 2012-2013 school/employee work year. Also, the parties agree to negotiate for the limited purpose of discussing further restoration of the remaining six (6) furlough days that were captured in the Memorandum of Understanding that was ratified in May of 2010. Negotiations shall begin no later than January 15, 2013 in order to reach agreement on the manner and timing of restoration.

TA —

Stewart

5-30-12

Myers

5-30-12