

**SUCCESSOR AGREEMENT**

**between**

**SANTEE SCHOOL DISTRICT**

**and**

**SANTEE TEACHERS ASSOCIATION**

**2015-2016**

**2016-2017**

**2017-2018**

**Term of agreement ends June 30, 2018**

**Exclusive Bargaining Agent**

**for the**

**Certificated Non-Management Employees**

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**ARTICLE I**

**AGREEMENT**

This Agreement is entered into between the Board of Education of the Santee School District, hereinafter referred to as the "District," and the Santee Teachers/California Teachers/National Education Association, hereinafter referred to as the "Association."

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9/83-SSD/STA

**ARTICLE II**  
**RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent for those employees occupying positions listed in the Board's Resolution attached hereto and incorporated by reference as a part of this Agreement (See Appendix section). The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board's negotiating team through the provisions of the Rodda Act, SB 160, Chapter 10.7, Section 3540-3549 of the Government Code. The Association further agrees that it, its members and agents, shall not attempt to negotiate privately or individually with any Board member or management team member.

A. Definitions

1. Workday: When referring to workday in the Agreement, it is meant any day the District Office is open.
2. Employee: When referring to employee(s) in this Agreement, it is meant any non-management certificated worker of the District who is covered in the petition for recognition (January 20, 1987).

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9/83-SSD/STA

**ARTICLE III**  
**EMPLOYEE RIGHTS**

A. General Provisions

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities. Neither the District nor Association will illegally discriminate against any employee for any reason.

B. Personnel Files

A personnel file for each unit member shall be maintained at the District's central administration office. A unit member shall have the right to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which: (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

C. Placement of Derogatory Material in Personnel Files

1. Documentation/written materials which are not contained in the unit member's personnel file may not be used for adverse action against the unit member.
2. A written reprimand, negative memorandum or letter shall not be placed in an employee's personnel file unless the employee has been given verbal notice regarding such subject and an opportunity to correct the situation. Such requirement shall not be applicable to those instances of a serious nature. Any such material to be placed in the file shall be timely with the incident giving rise to the material.
3. Information of a derogatory nature shall not be placed in the personnel file until and unless the employee is given the opportunity to comment thereon, and to attach a written statement. Upon request, up to one (1) hour of release time can be used for this purpose. The unit member shall be given a copy of the material.
4. The unit member shall have the opportunity to acknowledge that he/she has read such material by signing and dating the original, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents. Bargaining unit member review of such derogatory material will take place at a conference scheduled by the immediate administrative supervisor or designee, and the bargaining unit member may elect to be accompanied by an Association representative. Persons who cause

1 material, other than materials in the three (3) categories listed above in Section B,  
2 to be placed in a unit member's personnel file, shall sign and date the material.

3 D. Employee Review of Personnel File

4 In order for an employee to review his/her personnel file, he/she shall observe the following  
5 procedure:

6 1. Make an appointment with the Administrator for Human Resources, or  
7 Administrative Secretary, Human Resources, at a time when the employee is not  
8 involved in the instruction of students.

9 2. After reviewing the personnel file, an employee has the due process right to attach  
10 statements to any derogatory information in the file. The employee can make  
11 another appointment, during his/her working hours, to prepare a statement in  
12 response to derogatory material without loss of salary. Up to one (1) hour of  
13 release time can be utilized for this purpose.

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1 **ARTICLE IV**

2 **BOARD AND MANAGEMENT RIGHTS**

3 A. Description Rights

4 The Board, on its own behalf and on behalf of the electors of the District, hereby retains  
5 and reserves unto itself, without limitation, all powers, rights, authority, duties and  
6 responsibilities conferred upon and vested in it by the laws and the Constitution of the State  
7 of California, and of the United States, including, but without limiting the generality of the  
8 foregoing, the right:

- 9 1. To direct the executive management organization and administrative control of the  
10 District and its properties and facilities, and the activities of its employees.
- 11 2. To direct the work of its employees, determine the time and hours of operation,  
12 determine the kinds and levels of services to be provided, and the methods and  
13 means of providing those services, including entering into contracts with private  
14 vendors for services.
- 15 3. To hire all employees, and, subject to the provisions of the law, to determine their  
16 qualifications and the conditions for their continued employment, discipline,  
17 dismissal or demotion; and to promote, assign, and transfer all such employees.
- 18 4. To establish educational policies, goals and objectives; to insure rights and  
19 educational opportunities of students; to determine staffing patterns; and to  
20 determine the number and kinds of personnel required in order to maintain the  
21 efficiency of District operations.
- 22 5. To build, move and modify facilities; establish budget procedures and determine  
23 budgetary allocation; determine the methods of raising revenue; and take action  
24 on any matter in the event of an emergency.

25 B. Exercising Rights

26 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the  
27 Board, adoption of policies, rules, regulations and practices in furtherance thereof, and the  
28 use of judgment and discretion in connection therewith shall be limited only by the specific  
29 and express terms of this Agreement, and then only to the extent such specific and express  
30 terms hereof are in conformance with the Constitution and laws of the State of California  
31 and the Constitution and laws of the United States.

32 C. In Cases of Emergency

33 The District retains its right to amend, modify or rescind policies and practices referred to  
34 in this Agreement in case of emergency. The determination of whether or not an  
35 emergency exists is solely within the discretion of the Board. An emergency is defined as  
36 an event that threatens life, property or the essential physical operation of the Santee

1 School District. Santee School District shall notify the President of the Association or one  
2 of the Executive Board officers immediately upon declaration of an emergency.

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**ARTICLE V**  
**ASSOCIATION RIGHTS**

A. Use of District Facilities

The Association shall have the right to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Use of a Facility form to the immediate supervisor of the facility building. The Association shall have the right to use District equipment as long as such use is in accordance with District procedures. The use of such equipment must not interfere with normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.

B. Use of District Internal Mail System

The Association shall have the reasonable use of the District internal mail system including email and voice mail to distribute materials which emanate from the Association office for communication to its unit members provided that such materials include the name of the Association and date, distribution of District materials shall have priority over distribution of organizational materials and shall be subject to the workload of the District mail delivery service, the Association is responsible for the content of all information sent in the District system, and a copy of the communication to be placed in employee mailboxes shall be provided to the Superintendent or designee. This last requirement shall also apply to material intended for bargaining unit-wide distribution via email and voice mail. This use of the mail system will not impede the smooth operation of the District.

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C. Right to Post Notices on Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by employees.

D. Transaction of Association Business

Authorized representatives of the Association shall be permitted to transact official Association business on school property at times other than normal working hours or when employees are performing assigned duties.

1. Upon request, the Association shall provide the District with the names of authorized representatives.
2. Association representatives shall report to the principal or his/her designee upon initial entrance on site to provide identification.

1 E. Board Agenda

2 The Association shall have the right to be placed on the Board meeting agenda if the  
3 Association submits a written request prior to the Tuesday preceding the scheduled Board  
4 meeting.

5 F. Directory Information

6 The names, addresses, and telephone numbers of all consenting employees shall be  
7 provided without cost to the Association no later than October 15 of each school year.

8 G. Release Time for Association Business

9 1. Up to ten (10) days of paid leave per year shall be granted to the Association  
10 President or designee for the purpose of Association business. Requests for  
11 release time shall be initiated by the Association President and directed to the  
12 Administrator for Human Resources, at least twenty-four (24) hours prior to the  
13 requested release time. This requirement of twenty-four (24) hours advance notice  
14 may be waived by the Administrator for Human Resources, to accommodate  
15 unanticipated events requiring more immediate attention. The request shall be  
16 considered as granted upon approval by the Administrator for Human Resources,  
17 contingent upon availability of substitutes. Release time must be taken in  
18 increments of no less than one-half (1/2) day per Association representative  
19 released, unless the employee being released does not require a substitute.  
20 Additional release time may be arranged for through mutual agreement of the  
21 Association President and the Administrator for Human Resources. All expenses  
22 and costs for substitutes over and above ten (10) days shall be paid by the  
23 Association. Release time under this Agreement shall not be used for any activity  
24 which violates this Agreement.

25 2. Release time may be granted to STA members for the purpose of attending  
26 CTA/NEA sponsored activities. All expenses and costs for substitutes shall be  
27 paid by the Association.

28 H. Release Time for CTA/NEA Sponsored Conferences

29 Employees may be granted release time to attend CTA/NEA sponsored conferences that  
30 apply directly to meeting students' educational needs. Approval of an employee's request  
31 shall be subject to District conference procedures. All conference expenses and costs for  
32 substitutes shall be paid by the Association or the employee.

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1 I. Membership in the Association and Agency Fee

2 Membership in the Santee Teachers Association (STA) is not compulsory. Bargaining unit  
3 members have the right to join STA, or to not join STA, or to maintain or terminate their  
4 membership as they see fit. Neither party shall exert or put pressure on or discriminate  
5 against a certificated employee as regards such matters.

6 1. The Association shall have the right to have regular membership dues deducted  
7 for employees in the bargaining unit who choose to be members of the Association.

8 2. The District shall deduct, in accordance with the official Association dues schedule  
9 provided to the District, regular dues from the wages of all employees who are  
10 members of the Association on the date of execution of this Agreement and who  
11 have submitted signed dues deduction authorization forms to the District.

12 3. The District shall deduct regular dues, in accordance with the official Association  
13 dues schedule, from the wages of all employees who, after the date of this  
14 Agreement, become members of the Association and submit signed dues  
15 authorization forms to the District.

16 4. All employees who are not Association members and who elect not to initiate a  
17 dues deduction authorization form shall pay service fees to the Association in an  
18 amount established by the Association. Any dispute between an employee and  
19 the Association over the amount of the service fees shall be submitted to the  
20 Association President in writing. STA/CTA/NEA shall provide a procedure for  
21 resolving such disputes and shall upon request provide information to unit  
22 members about the procedure.

23 Service fees may be paid by submitting a service fees deduction authorization form  
24 to the District, by direct annual payment to the Association by October 1 of the  
25 school year or within thirty (30) days of the first (1st) day of employment for new  
26 employees, or by involuntary deduction from wages pursuant to Education Code  
27 Section 45061 which is the sole remedy in this article for failure to voluntarily pay  
28 the service fees.

29 5. Notwithstanding any other provision of this article, any employee who is a member  
30 of a religious body whose traditional tenets or teachings include objections to  
31 joining or financially supporting employee organizations shall not be required to  
32 join, maintain membership in, or financially support any employee organization as  
33 a condition of employment; except that such employee is required, in lieu of  
34 payment of lawful service fees to the Association, to pay an amount equal to lawful  
35 service fees to any non-religious, non-labor organization, charitable funds exempt  
36 from taxation under Section 501(c)(3) of Title 26 of the

1                    Internal Revenue Code

2                    6.        An employee who files such exemption shall present documentation to the  
3                    Association in support of his/her membership in such a religious body. If the  
4                    Association does not endorse the employee request, the District shall make the  
5                    payroll deduction for the agency fee to hold in trust. If the employee continues to  
6                    object, he/she may request that the case be taken to arbitration. The arbitration  
7                    shall be conducted under the expedited rules of the AAA, and the issue before the  
8                    arbitrator shall be whether or not the employee is a member of a religious body  
9                    whose traditional tenets or teachings include objections to joining or supporting  
10                    employee organizations. The burden of proof shall be on the employee.

11                    a.        Each party shall bear the cost for its representation in the arbitration. The  
12                    cost of arbitrator shall be paid by the losing party. If there are multiple  
13                    objections, the cases shall be consolidated into a single hearing at the  
14                    option of the Association.

15                    b.        The Santee School District shall bear no financial cost for arbitration  
16                    outlined above.

17                    7.        As a condition of effectiveness of this article, the Association agrees to indemnify  
18                    the District contractual attorney fees and save the District, Board of Education,  
19                    each individual school Board member, and all administrators in the District  
20                    harmless against any and all claims, demands, costs, lawsuits, judgments, or other  
21                    forms of liability and direct costs, including all court or state administrative agency  
22                    costs that may be sustained out of, or by reason of, actions taken by the District  
23                    for the purpose of complying with this article.

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**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance: A "grievance" is a formal, written allegation by a grievant that there has been a violation, misapplication or misunderstanding of the specific provisions of this Agreement. These proceedings shall be kept confidential.
2. Grievant: The Association or a member(s) of the unit filing a grievance is referred to as a "grievant."
3. Multiple Grievances: "Multiple grievances" shall mean a number of grievances filed on the same issue, arising from the same set of circumstances. In the event multiple grievances are filed, the District may elect to hear only the first (1st) written grievance filed, and the decision rendered shall be applicable to all grievances on the same issue, arising from the same set of circumstances. Any employee whose grievance has been processed as a "multiple grievance" may appeal the decision to the next level, up to Level III. The Association will determine whether the matter will be appealed to Level IV.
4. A Party in Interest: A "party in interest" is (1) a person or persons filing the grievance, or (2) a person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. Working Day: A "working day" is any day on which the central administrative offices of Santee School District are open for business. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time specified, however, may be extended or reduced by written mutual consent.
6. Representative: A "representative" is a person who represents a party in interest at his/her election. A representative may be a unit member, administrator, Association representative, or legal counsel.
7. Individual Grievances: Any member of the unit may at any time present grievances to the employer and have the grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to the adjustment or resolution of the grievance until the Association President or designee has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a written response.
8. Docket Number: A "docket number" shall mean a number assigned to a grievance to facilitate the processing of the grievance.

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9. Grievance Form: A "grievance form" shall mean the form attached in the Appendix section. Grievance forms will be available at each work site.

B. Informal Level

Within twenty (20) days after a grievant knew or by reasonable diligence could have known of the condition upon which the possible grievance is based, the grievant shall initiate a meeting with the party or parties involved. The purpose of the informal level of the grievance process is to establish an avenue for problem-solving. The parties involved shall meet collaboratively in an effort to solve the problem at an informal level and the discussion will include specific areas of the contract violated. The grievant may have a representative present. At least one (1) private meeting between the parties shall take place before proceeding to Level I. If the problem is not solved within 30 days of the initial meeting, the grievant may proceed to Level I. These time lines may be extended upon the mutual agreement of both parties

C. Formal Grievance Procedure

1. Level I

a. The Level I statement will be a clear, concise statement of the grievance, the circumstances on which the grievance is based, a reference to the article and section of the contract violated, the persons involved, the remedy sought, and an outline of actions taken to adjust the grievance. Upon mutual agreement, this level may be waived.

b. Within five (5) working days of receipt of the written grievance, the supervisor involved shall meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written decision to the grievant within five (5) working days after the Level I meeting.

2. Level II

Within five (5) working days of the decision at Level I, or in the event there is no written response received within ten (10) working days of presentation of a written grievance at Level I, the grievant may appeal the grievance in writing to the Assistant Superintendent, Human Resources or designee. The written appeal shall be on the appropriate grievance form.

a. Within five (5) working days of receiving the written appeal, the Assistant Superintendent, Human Resources, or designee shall hold a hearing to discuss the grievance with the grievant and representatives.

1 b. Within five (5) working days of the hearing, the Assistant Superintendent,  
2 Human Resources, or designee shall render a written decision to the  
3 grievant.  
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5 3. Level III

6 If the matter in question is not resolved by the decision rendered at Level II, the  
7 grievant may submit a written request for mediation to the Assistant  
8 Superintendent, Human Resources.

9 a. The request for mediation of the grievance must be made by the grievant  
10 within five (5) working days of receipt of the written decision at Level II.  
11 The Association shall within three (3) working days submit a written  
12 request to the California State Conciliation Service for the services of a  
13 mediator. The Association will provide the Administrator for Human  
14 Resources, a copy of the request for mediation.

15 b. The function of the mediator shall be to assist the parties to achieve a  
16 mutually satisfactory resolution of the grievance by means of the mediation  
17 process. At the outset of this process, the mediator shall schedule and  
18 hold a hearing at which time the parties to the grievance shall submit to  
19 the mediator copies of all documents completed in conformance with the  
20 requirements at each previous grievance level. If a satisfactory resolution  
21 of the grievance is achieved by means of this mediation process, both  
22 parties to the grievance shall sign a written statement to that effect.

23 c. If there is no resolution at the mediation hearing, the Assistant  
24 Superintendent, Human Resources, shall render a written decision within  
25 five (5) working days of conclusion of the mediation hearing.

26 d. The District and the Association may waive Level III by mutual agreement.

27 4. Level IV

28 If the grievant is not satisfied with the disposition of the grievance at Level III,  
29 he/she may request that the Association review the grievance to determine  
30 whether the matter should be appealed to Level IV. Within five (5) working days  
31 of its receipt, the Association shall notify the Administrator for Human Resources,  
32 using the appropriate grievance form, of its decision to submit the grievance to  
33 arbitration. Within five (5) working days the Association shall request a list of  
34 arbitrators from the California State Conciliation Service.

35 An arbitrator shall be selected by the following procedure: A representative of the  
36 Association and the employer's representative shall select the arbitrator from the

1 California State Conciliation Service list by eliminating names until one (1) name  
2 remains. The one remaining shall be the arbitrator. Neither party shall refuse to  
3 participate in the selection process. The process of striking names shall occur  
4 within ten (10) working days of receipt of the list. All grievances reaching the  
5 arbitration level shall be numbered consecutively during the current school year.  
6 The odd-numbered grievances will give the employer first elimination, even-  
7 numbered grievances will give the other party first elimination. Once the arbitrator  
8 has been selected, hearings shall commence at the convenience of the arbitrator.  
9 The parties shall not be permitted to raise any issue whatsoever unless that issue  
10 was raised in the grievance in writing at one of the earlier steps.

11 The arbitrator shall conduct the hearings in accordance with the voluntary  
12 arbitration rules of the American Arbitration Association and the provisions of this  
13 procedure. The jurisdiction of the arbitrator shall be confined to a determination of  
14 the facts and the interpretation of the provisions of the contract. It shall be the  
15 function of the arbitrator to make an award, if necessary, which will resolve the  
16 grievance. The arbitrator shall be subject to the following limitations:

- 17 a. The arbitrator shall have no power to add to, alter, subtract from,  
18 disregard, change, or modify any terms of this Agreement, District policy,  
19 rules, regulations and procedure, or law; but shall determine only whether  
20 or not there has been a violation of this Agreement.
- 21 b. The arbitrator shall have no power to establish or change any salary  
22 schedule structure.
- 23 c. The award of the arbitrator shall be based solely upon the evidence and  
24 arguments presented to him/her in the presence of the parties, and upon  
25 post-hearing briefs of the parties.
- 26 d. The arbitrator shall have no power to change any practice, policy or rule  
27 of the District nor to substitute his/her judgment for that of the District as  
28 to the reasonableness of any such practice, policy, rule, or any action by  
29 the District unless such practice, policy, rule or any action is a violation of  
30 this Agreement as complained by the grievant.
- 31 e. The arbitrator shall have no power to recommend or resolve any of the  
32 following:
  - 33 1) The termination, non-renewal or layoff of any employee under  
34 provisions of the Education Code.
  - 35 2) Any claim or complaint for which there is another remedial  
36 procedure or course established by statute or by regulation having



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the force of law, including any matter specified in the Education Code unless the other remedial procedures require exhaustion of internal remedies first.

- f. There shall be no waiver or allegation of waiver of any time limit unless such waiver is in writing.
- g. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be raised at Level II and be communicated in writing to the Association setting forth the specifics of the District's claims. The District shall, as part of this notification, indicate its intent to have such a claim be heard and ruled upon at the hearing prior to the receipt of evidence on the merits
- h. Within five (5) working days of receipt of the District's claim of arbitrability, the Association shall indicate whether or not it wishes to continue to arbitration by filing a written request to proceed.

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the District and the Association. If any party requests a transcript of the proceedings, the cost shall be borne by that party.

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**ARTICLE VII**  
**PROCEDURES FOR EVALUATION**

A. Probationary and Permanent Certificated Non-management Employees

- 1. The District management shall evaluate all tenured employees no less than the following schedule:
  - Level 1: Years 1-3 (Probationary and first tenured year) Annually
  - Level 2: Years 5, 7, 9 Every two (2) years
  - Level 3: Years 10 and over Every five (5) years
- 2. Probationary employees shall be evaluated every year.  
(See Appendix section for Evaluation Timelines and forms)

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- 3. The evaluator shall be the employee's immediate supervisor and/or any other management or supervisory employee who is so designated by the District management.
- 4. Regular school year employees who are scheduled to be evaluated will be so notified by the appropriate management person no later than October 1 of each school year.
- 5. District evaluation guidelines for tenured & probationary certificated non-management employees shall be used for the purposes of conducting evaluations.
- 6. Except for the procedures outlined above, nothing in this article shall be construed to allow for any interpretation or application of the subjective judgment of an evaluator being subject to Article VI, "Grievance Procedure," pages 10-14. The sole remedy for such problems shall be those as provided for in the Education Code.

B. Temporary Certificated Non-management Employees

- 1. The District management shall evaluate all temporary certificated non-management employees every semester.
- 2. The evaluator shall be the employee's immediate supervisor and/or any other management or supervisory employee who is so designated by the District management.
- 3. The evaluator shall notify the temporary evaluatee of intent to evaluate by October 1 during the first (1st) semester and by March 1 during the second (2nd) semester.

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- 4. District evaluation guidelines for temporary certificated non-management employees shall be used in evaluation of certificated non-management temporary employees.
- 5. Except for the procedures outlined above, nothing in this article shall be construed to allow for any interpretation or application of the subjective judgment of an evaluator being subject to Article VI, "Grievance Procedure," pages 10-14. The sole remedy for such problems shall be those as provided for in the Education Code

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1 **ARTICLE VIII**

2 **PEER ASSISTANCE AND PEER REVIEW (PAR)**

3 The Association and the District are continuously striving to provide the highest possible quality of  
4 education. In order for students to succeed in learning, teachers must succeed in teaching.  
5 Therefore, the parties agree to cooperate in the design and implementation of programs to improve  
6 the quality of instruction through expanded and improved professional development and peer  
7 support. Teachers referred to or who volunteer for the program are viewed as valuable  
8 professionals who deserve to have the best resources available provided to them in the interest of  
9 continually enhancing performance.

10 1. Joint Committee (JC)

11 A. The Joint Committee shall consist of five members, the majority of whom shall be  
12 certificated teachers who are chosen to serve by the Association. The District shall  
13 choose the administrators of the Joint Committee.

14 B. The Joint Committee shall establish its own meeting schedule. To meet, all of the  
15 members of the Joint Committee must be present. Such meetings shall take place  
16 during the regular teacher workday. Teachers who are members of the Joint  
17 Committee shall be released from their regular duties to attend meetings, without  
18 loss of pay or benefits. If meetings are required beyond the workday, they shall  
19 be compensated at the unit member's pro rata hourly rate of pay.

20 C. The Joint Committee shall be responsible for the following:

- 21 1) Providing annual training for the Joint Committee members.
- 22 2) Establishing its own rules of procedure, including the method for the  
23 selection of a Chairperson.
- 24 3) Selecting the Consulting Teachers.
- 25 4) Selecting trainers and/or training providers.
- 26 5) Providing training for Consulting Teachers prior to the Consulting  
27 Teachers' participation in the program.
- 28 6) Sending written notification of participation in the PAR Program to the  
29 Referred Participating Teacher, the Consulting Teacher and the site  
30 principal.
- 31 7) Providing a Referred Participating Teacher a list of Consulting Teachers  
32 from which to choose.
- 33 8) Adopting Rules and Procedures to effect the provisions of this Article.
- 34 9) Distributing, at the beginning of each school year, a copy of the adopted  
35 Rules and Procedures to all bargaining unit members and administrators.
- 36 10) Establishing a procedure for application as a Consulting Teacher.



- 1 B. A Referred Participating Teacher may select his or her Consulting Teacher from  
2 the Consulting Teachers provided by the Joint Committee. A different Consulting  
3 Teacher may be selected to work with the Referred Participating Teacher at any  
4 time during the process when requested to do so by the Referred Participating  
5 Teacher or the Consulting Teacher.
- 6 C. The Referred Participating Teacher has the right to be represented throughout  
7 these procedures by the Association representative of his or her choice.

8 4. Consulting Teachers (CT)

9 A. A Consulting Teacher is a teacher who provides assistance to a Participating  
10 Teacher pursuant to the PAR Program. The qualifications for the Consulting  
11 Teacher shall be set forth in the Rules and Procedures, provided that the following  
12 shall constitute minimum qualifications:

- 13 1. A credentialed teacher with permanent status.
- 14 2. Five years experience in classroom instruction, three of which have been  
15 within the last three years.
- 16 3. Shall demonstrate exemplary teaching ability, as indicated by, among  
17 other things, effective communication skills, effective interpersonal skills,  
18 subject matter knowledge, and mastery of a range of teaching strategies  
19 necessary to meet the needs of pupils in different contexts.

20 B. In filling a position of Consulting Teacher, each applicant is required to submit three  
21 references from individuals with specific knowledge of his or her expertise, as  
22 follows:

- 23 1. A reference from a Santee School District building principal or immediate  
24 supervisor.
- 25 2. A reference from an elected STA Association representative.
- 26 3. A reference from another credentialed teacher in Santee School District.

27 All applications and references shall be treated with confidentiality.

28 C. Consulting Teachers shall be selected by a majority vote of the Joint Committee  
29 following teaching observations by the Joint Committee.

30 D. A Consulting Teacher shall be provided release time as determined by Joint  
31 Committee. The term of the Consulting Teacher shall be three years. A teacher  
32 may reapply at the end of his/her term. A teacher may not be appointed to an  
33 administrative position in the District while serving as a Consulting Teacher or for  
34 two full years after serving as a Consulting Teacher. An appeal process will be  
35 developed by the PAR Committee for any teacher wishing to appeal the two-year  
36 period.

- 1 E. Functions performed pursuant to this Article by bargaining unit employees shall  
2 not constitute either management or supervisory functions. The Consulting  
3 Teacher shall continue all rights of bargaining unit members. In addition to the  
4 regular salary, a Consulting Teacher I will work with Volunteer Participating  
5 Teachers, and shall receive category 4 of the teacher stipend (100% of class III,  
6 Step I of the Certificated Salary Schedule), and a Consulting Teacher II will work  
7 with Referred Participating Teachers, and shall receive pro rata hourly pay for all  
8 work beyond the regular workday and/or work year.
- 9 F. Each Consulting Teacher working with a Referred Participating Teacher shall  
10 submit a plan and budget to the Joint Committee for approval within 20 working  
11 days of being notified.
- 12 G. Consulting Teachers shall have the responsibility for no more than one Referred  
13 Participating Teacher.
- 14 H. Consulting Teachers shall assist Participating Teachers by demonstrating,  
15 observing, coaching, conferencing, referring or by other activities, which, in their  
16 professional judgement, will assist the Participating Teacher.
- 17 I. The Consulting Teacher shall meet with the Referred Participating Teacher to  
18 discuss the PAR Program, to establish mutually agreed upon performance goals,  
19 develop the assistance plan, develop a process for determining successful  
20 completion of the PAR Program, and submit the plan and budget to the Joint  
21 Committee for approval.
- 22 J. The Consulting Teacher shall conduct multiple observations of the Referred  
23 Participating Teacher during classroom instruction, and shall have both pre-  
24 observation and post-observation conferences.
- 25 K. The Consulting Teacher shall monitor the progress of the Referred Participating  
26 Teacher and shall provide periodic written reports to the Referred Participating  
27 Teacher for discussion and review.
- 28 L. The Consulting Teacher shall continue to provide assistance to the Referred  
29 Participating Teacher until he or she concludes that the teaching performance of  
30 the Referred Participating Teacher is satisfactory, or that further assistance will not  
31 be productive. At that time, the Consulting Teacher will prepare a final report and  
32 a copy of that report shall be reviewed and discussed with the Referred  
33 Participating Teacher. The Referred Participating Teacher shall be given the  
34 opportunity for input and signature before it is submitted to the Joint Committee.  
35 The Referred Participating Teacher's signing of the report does not necessarily  
36 mean agreement, but rather that he or she has received a copy of the report. The

1 Consulting Teacher shall then submit a final report to the Joint Committee. The  
2 Referred Participating Teacher shall have the right to submit a written response,  
3 within twenty (20) days, and have it attached to the final report. The Referred  
4 Participating Teacher shall also have the right to request a meeting with the Joint  
5 Committee, and to be represented at this meeting by the Association  
6 representative of his or her choice.

7 M. The results of the Referred Participating Teacher’s participation in the PAR  
8 Program shall be made available for placement in his or her personnel file, and  
9 may be used in the evaluation of the Referred Participating Teacher.

10 N. The District agrees to indemnify and provide a defense for the Consulting Teacher  
11 against any claims, causes of action, damages, grievances, administrative  
12 proceedings or any other litigation arising from the Consulting Teacher’s  
13 participation in Peer Assistance and Peer Review, pursuant to those provisions in  
14 place in the Government Code for all public school employees.

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**ARTICLE IX**  
**CLASS SIZE**

In planning each year's enrollment of students and regular classroom teachers, the District will employ a sufficient number of regular classroom teachers not to exceed a ratio of 1:31 regular teachers to regular students on a District-wide basis.

When a ratio greater than 1:32 occurs at a given school during the school year, because of enrollment growth or population changes, the District will consider various alternatives that may result in adjustment of teacher-student ratio for the subsequent semester. Such alternatives may include but are not limited to:

1. Reassignment or rescheduling of students.
2. Realignment of attendance areas.
3. Intra-district transfer of classroom teachers.
4. Hiring of additional staff.

A regular teacher is defined as one who shall be assigned to a regular class for fifty percent (50%) or more of the assigned school days. For purposes of this article, two (2) teachers sharing a contract, as provided for in Article XIV, "Compensation Provisions," Section M, "Half-time Employment (Contract Sharing)," shall be considered as one (1) teacher.

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**ARTICLE X**  
**TRANSFERS**

A. Introduction

The Superintendent (or designee) is responsible for the assignment and transfer of employees within the District. The services of all employees are contracted with the District rather than with individual schools, programs or departments. In acquiring permanent status, bargaining unit members do not thereby acquire a vested right to teach (or give service) in any certain assignment. The District retains the prerogative to change the assignments of employees so long as work assigned is of rank equivalent to that by which permanent status was acquired, and provided the assignment is one for which the employee holds certification qualifications.

B. Definition of Terms

1. Transfer: "Transfer" is defined as the shift or relocation of an employee from a school or department to a position of substantially the same level of responsibility, status, and pay in another school or department within the District. A transfer is a lateral as opposed to a vertical change. Changes in school assignment for employees who are assigned to two or more school sites or facilities shall not be considered a transfer providing they continue to perform duties specified by the job description for the position.
2. Employee-Initiated Transfer: An "employee-initiated transfer" is a transfer which is initiated through a request submitted by a unit member.
3. Management-Initiated Transfer: A "management-initiated transfer" is defined as a change of school or department initiated by the administrator.
4. Vacancy: "Vacancy" is defined as a position at a school or department which the District has determined is to be filled by a regular probationary or permanent employee rather than a substitute or temporary employee. A vacancy may occur due to additional enrollment, dismissal, retirement, or resignation. At the time that a position is posted, it is considered a "vacancy" and must be filled with a qualified permanent or probationary employee requesting an employee-initiated transfer. In the event that no qualified permanent or probationary employee applies for transfer to the vacant position, the position may be filled by a substitute, temporary, or new hire.
5. Seniority: "Seniority" is the length of time that an employee has been continuously employed by the District. Seniority is established on the basis of the date on which an employee first rendered paid service to the District as a regular probationary

1 employee. Highest seniority shall apply in employee-initiated transfers and lowest  
2 seniority shall apply in management-initiated transfers.

3 C. Posting Procedure

- 4 1. The posting period for all vacancies that have occurred during the regular school  
5 year shall be from May 1 through September 30. Vacancies that occur prior to the  
6 first day of school will be posted for 5 (five) days.
- 7 2. Transfers that occur at the beginning of the school year due to overstaffed schools  
8 shall be completed within the first two weeks of school. Any position(s) that  
9 remains vacant after management-initiated transfers are complete shall be posted  
10 for an employee-initiated transfer. Such positions shall be advertised for 3 (three)  
11 days only for immediate filling. Any vacancy created as a result of the granting of  
12 an employee-initiated transfer shall not be posted until May 1 of that school year.
- 13 3. Positions which become available after the fourth Friday of the school year may  
14 be filled with a substitute or temporary teacher. These employees shall be  
15 informed that the positions they are filling will be posted in May as a transfer  
16 opportunity and that permanent and probationary employees will be given first  
17 consideration for all posted positions.
- 18 4. Teachers with a permanent or probationary status at the time the position was  
19 created or vacated during the year will receive consideration prior to the resultant  
20 vacancy being opened to temporary or outside candidates.
- 21 5. Following appropriate Board action, the District shall notify Association leadership  
22 of new or vacated positions that have been filled with a substitute or temporary  
23 teacher.
- 24 6. Unit members who desire an employee-initiated transfer may file a District transfer  
25 request form with the Administrator for Human Resources, at any time, whether or  
26 not a vacancy exists. Human Resources Department will notify the employee's  
27 immediate supervisor of the employee's request for transfer. All transfer requests  
28 will expire on April 30. An employee may file a new transfer request on or after  
29 May 1.
- 30 7. Unit members returning from leave of absence or those wishing to return to full-  
31 time employment from part-time employment shall be given first consideration for  
32 vacancies.
- 33 8. Unit members who wish to be considered for vacancies which occur during the  
34 summer must notify the Human Resources Department in writing beginning the  
35 last week of school and keep the Human Resources Department informed about

1 the summer address and telephone number where they may be reached in regard  
2 to receiving postings.

3 D. Employee-Initiated Transfers

4 1. Permanent Employees.

5 a. Permanent employees meeting the requirements for the position as listed  
6 in the job posting, shall have first priority consideration in filling vacancies  
7 that occur or are identified on or before April 15<sup>th</sup> of each school year. After  
8 April 15<sup>th</sup> of each year, all qualified applicants who have applied for the  
9 vacancy at the school shall have access to the selection process for filling  
10 the existing vacancy.

11 b. Positions which become available after the fourth Friday of the school year  
12 will be filled by a temporary teacher for the remainder of the assignment  
13 of school year and will be posted for transfer the following spring for the  
14 next school year.

15 c. When two or more applicants meet all specified job criteria, seniority will  
16 be utilized as the tie breaker.

17 b. The District may deny a transfer to an employee under the following  
18 circumstances:

19 1) The employee has had a problem in the past, extreme in nature,  
20 that would prevent the employee from being effective in the  
21 position.

22 2) The employee has had unsatisfactory performance as evidenced  
23 by the most recent evaluation or other documentation.

24 2. Multiple Applicants for Transfer.

25 a. In the event that more than one bargaining unit member applies for a  
26 position posted for transfer, the following criteria shall be applied to  
27 determine who is granted the position:

28 1) Meets all legal requirements including credentials and  
29 authorizations.

30 2) Level and degree of training and experience.

31 3) Meets requirements of specific job description.

32 4) Willingness to comply with specific program requirements.

33 b. The District may deny a transfer to an employee under the following  
34 circumstances:  
35



- 1           4.       The administrator initiating a transfer shall complete a District transfer request
- 2                   form, stating the reasons for the transfer.
- 3           5.       The affected employee shall acknowledge being advised of the reasons for
- 4                   transfer by signing the transfer form.
- 5           6.       The affected employee may request the opportunity to attach a signed, written,
- 6                   and dated statement to the transfer form.
- 7           7.       The affected employee will be advised within five (5) days of the final decision by
- 8                   the Superintendent or designee of employer action regarding the transfer. Upon
- 9                   request by the employee, this decision will be provided in writing.

10   F.       Procedure for Supervisors of Overstaffed Schools or Departments.

11           When the District has determined a school or department to be overstaffed, the

12           administration shall first seek qualified volunteers who are not needed to meet

13           requirements, related to the criteria below, at the affected school. If there are no qualified

14           volunteers, the District shall make a determination based upon the criteria listed below.

15           Least seniority in the District shall apply unless there is a compelling reason directly related

16           to the following criteria:

- 17           1.       Legal requirements, including credentials and authorizations.
- 18           2.       Level and degree of training and experience, including identifiable
- 19                   instructional/curricular skills and strengths.
- 20           3.       Legitimate, identifiable educational needs of the school(s) involved.

21   G.       Closing a School

22           If it should become necessary during the term of the Agreement for the District to close a

23           school, the District will meet and negotiate with the exclusive representative for employees

24           (STA/CTA/NEA) regarding the procedures to be used in reassigning the affected

25           employees.

26           Process - School Closure (STA Negotiations, May 20, 2004)

27           For the 2003-04 school year, STA and the District agree to the following process regarding

28           placement of teachers affected by a school closure preceding the 2004-05 school year:

29           STA and the District agreed to the following process regarding 2003-04 displaced teachers:

- 30           1.       Principals establish staffing based upon need, and use current staff at site.
- 31           2.       Language Arts Specialists have first choice from open positions at their site. If
- 32                   they don't choose a position at their site, they will be included in the remaining pool
- 33                   of displaced teaches to select an opening by seniority.
- 34           3.       If Language Arts' positions materialize later, Language Arts Specialists have first
- 35                   choice of their previous position.
- 36           4.       By seniority, Resource Specialists have first choice of Resource Specialist
- 37                   openings in the district. If they don't choose a Resource Specialist position, they

1 will be included in the remaining pool of displaced teachers to select an opening  
2 by seniority.

3 5. All remaining displaced teachers are included in a pool to select from open  
4 positions.

5 6. Principals reassign within their school.

6 7. Post open positions for transfer.

7 8. A second drawing will be held in the fall.

8 9. Principals reassign within their school.

9 It was agreed that language developed earlier in this negotiations session regarding Article  
10 X, Transfers, Section G, Closing a School, would be included in the contract. On mutual  
11 agreement, this article could be reviewed at the time of the closure of a school.

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1 **ARTICLE XI**

2 **ASSIGNMENT AND REASSIGNMENT**

3 A. Introduction

4 Assignments and reassignments are at the discretion of the principal and/or  
5 administration. The following criteria may be utilized in determining assignments and  
6 reassignments:

- 7 1. To accommodate specific program needs requiring specific qualifications among  
8 the teaching staff essential to the effective operation of a school.
- 9 2. To accommodate the best interests of the students as determined by the  
10 administration.
- 11 3. To balance the teaching staff of a school in accordance with the District's  
12 requirements.
- 13 4. To balance and equalize class size in a school because of changes in enrollment.
- 14 5. To accommodate a reduction in facilities or staffing brought about through  
15 circumstances or events that were unpredictable and unavoidable.

16 B. Definition of Terms

- 17 1. Assignment: "Assignment" is the initial placement of an employee at a job site.
- 18 2. Reassignment: "Reassignment" is a change in class, grade level and/or subject  
19 matter at the employee's job site.

20 C. Procedure for Reassignment

- 21 1. Except for employees assigned to more than one location, if an employee is  
22 reassigned within a school or department, the employee involved shall be given  
23 two (2) working days advance notice. Upon request, the bargaining unit member  
24 will be given a conference with the principal or administrator to discuss the reason  
25 for the change. A bargaining unit member may waive the two (2) working days  
26 advance notice if he/she desires.
- 27 2. Any bargaining unit member reassigned during the school year shall be accorded  
28 one (1) working day for the purpose of move orientation and lesson planning.
- 29 3. In cases of unusual or extenuating circumstances, the Assistant Superintendent,  
30 Human Resources, may provide one (1) additional workday to the employee for  
31 the purpose of move orientation and lesson planning. Such unusual and  
32 extenuating circumstances may include, but are not limited to, the following:
  - 33 a. A physical change in classrooms.
  - 34 b. More than a fifty percent (50%) change in students.
  - 35 c. A complete change in departmental subject matter.

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**ARTICLE XII**  
**LEAVE PROVISIONS**

A. General Provisions

1. The benefits which are expressly provided by this article are the sole benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated either directly or impliedly into this Agreement, nor are such other benefits subject to the Article VI, "Grievance Procedure," pages 10-14. In order to qualify for any leave requested, employees must follow District-prescribed procedures regarding permission and verification.
2. This Agreement does not provide for any procedure authorizing employees to cease working for personal reasons at their own discretion. If an emergency arises, advance notification of the immediate supervisor(s) will be necessary prior to leaving the site. The only exception is outlined in Article XII, "Leave Provisions," B. "Specific Provisions," 8. "Personal Necessity Leave," c. "Prerequisites," page 35.
3. The Board of Education may, at its discretion, grant other long-term leaves of absence for a period of one (1) year. The Board may, upon request, extend such leaves the second (2nd) year. At the expiration of a leave so granted, the employee shall return to the service of the District or shall terminate his/her employment with the District except under extreme or unusual circumstances. Upon receipt of written notification from the District of his/her leave termination, the employee shall notify the District within forty-five (45) working days prior to the end of the leave as to his/her intentions. Failure to provide such notification will be deemed abandonment of position.
4. Employees returning from leave shall be allowed to return to his/her previous position if both parties mutually agree to the placement. If mutual agreement cannot be reached, every attempt will be made to return the employee to a similar position within the District.

B. Specific Provisions

1. Bereavement Leave.
  - a. Purpose.

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family. Bereavement leave benefits are not available preceding a bereavement or on a retroactive basis. The immediate family is defined as mother, step mother, father, step father, grandmother, step grandmother, grandfather, step grandfather, grandchild or step grandchild of the employee or of the spouse of the

1 employee, and the spouse, son, step son, son-in-law, daughter, step  
2 daughter, daughter-in-law, brother, step brother, sister or step sister of  
3 the employee, or any relative living in the immediate household of the  
4 employee, or any other person for whom the employee is legally  
5 responsible.

6 b. Prerequisites.

7 An employee applying for such leave shall notify his/her immediate  
8 supervisor as soon as possible and state the expected duration of the  
9 absence.

10 c. Requirements.

11 An employee shall be granted up to five (5) days for purposes of  
12 bereavement. Additional days of absence beyond those described herein  
13 may be provided under the terms of the personal necessity leave  
14 provisions of Article XII, "Leave Provisions," B. "Specific Provisions,"  
15 "Personal Necessity Leave."

16 d. Compensation.

17 All days of absence used under the provisions of bereavement leave shall  
18 result in no loss of compensation to the employee.

19 e. Return to Service.

20 Immediately upon return to active service, the employee shall complete  
21 the District-required special leave form and submit it to the immediate  
22 supervisor. The employee shall provide, upon District request, additional  
23 verification of the use of such leave in the form of either a copy of a death  
24 certificate or published death notice.

25 2. Unpaid Family Care Leave.

26 With prior written application to the District Human Resources Department,  
27 utilizing District-prescribed forms, an unpaid family care leave may be granted for  
28 the purpose of caring for a dependent family member. Such leaves normally will  
29 be granted for either the remainder of the current semester of current school year,  
30 or for the school year, and employees will normally be required to return from  
31 such leave only at the end of a semester or at beginning of a new school year.  
32 Upon mutual agreement between the employee and the District, the employee  
33 may return to duty earlier than originally requested.

34 3. Industrial Accident and Illness Leave.

35 a. Purpose.

36 Industrial accident and illness leave shall be granted for illness or injury  
37 incurred within the course and scope of an employee's assigned duties.

1                   b.       Prerequisites.

2                   An employee who has sustained a job-related injury shall report the injury  
3                   on District-approved accident forms within twenty-four (24) hours to the  
4                   immediate supervisor. An employee shall report any illness on District-  
5                   approved forms to the immediate supervisor within twenty-four (24) hours  
6                   of knowledge that the illness is an alleged industrial illness.

7                   Occasionally an employee may, while in the performance of his/her job,  
8                   contract a communicable disease. If the employee can give evidence  
9                   that he/she has been in contact with students or District employees who  
10                  are similarly ill, workers' compensation is allowable. In reporting the  
11                  illness, as soon as possible after the onset of said illness, the staff  
12                  member shall indicate the names of such students or employees known  
13                  to be similarly ill and with whom he/she has been in contact and the date  
14                  he/she became ill.

15                  c.       Requirements.

16                  Allowable leave shall not exceed sixty (60) days during which the schools  
17                  of the District are required to be in session or when the employee would  
18                  otherwise have been performing work for the District in any one (1) fiscal  
19                  year for the same accident. Allowable leave shall not be accumulated  
20                  from year to year. Industrial accident or illness leave shall commence on  
21                  the first (1st) day of absence. Industrial accident or illness leave shall be  
22                  reduced by one (1) day for each day of authorized absence regardless of  
23                  a temporary disability indemnity award. When an industrial accident or  
24                  illness leave overlaps into the next fiscal year, the employee shall be  
25                  entitled to only the amount of unused leave due him/her for the same  
26                  illness or injury.

27                  Upon termination of the industrial accident or illness leave, the employee  
28                  shall be entitled to the benefits provided in Article XII, "Leave Provisions,"  
29                  B, "Specific Provisions," 10, "Sick Leave," b, "Eligibility," 1) "Regular Sick  
30                  Leave," and 3) "Extended Partial Payment Sick Leave." The sick leave  
31                  shall be deemed to have commenced on the date of termination of the  
32                  industrial accident or illness leave, provided that if the employee  
33                  continues to receive temporary disability indemnity, he/she may elect to  
34                  take only that portion of his/her accumulated sick leave which, when  
35                  added to his/her temporary disability, will result in a payment to him/her  
36                  of not more than his/her full salary. Any employee receiving benefits as  
37                  a result of this section shall, during periods of injury or illness, remain

1 within the State of California unless the Board of Education authorizes  
2 travel outside of the state.

3 d. Compensation.  
4 For any days of absence from duty as a result of the same industrial  
5 accident, the employee shall endorse to the District any wage loss benefit  
6 check from the workers' compensation insurance company which would  
7 make the total compensation from both sources not exceed one hundred  
8 percent (100%) of the amount the employee would have received as  
9 salary had there been no industrial accident or illness.

10 If the employee fails to endorse to the District any wage loss disability  
11 indemnity check received on account of the industrial accident or illness  
12 as provided above, the District shall deduct from the employee's salary  
13 warrant, the amount of such disability indemnity actually paid to and  
14 retained by the employee.

15 e. Return to Service.  
16 An employee shall be permitted to return to service after an industrial  
17 accident or illness only upon the presentation of a release from a  
18 physician consistent with workers' compensation rules and regulations,  
19 certifying the employee's ability to return to his/her position with  
20 reasonable accommodations and without detriment to the employee's  
21 physical and emotional well-being. The District need not assume that the  
22 unit member's statement or physician's statement establishes the unit  
23 member's ability to return to service conclusively and may require a  
24 review and/or examination by a physician mutually agreed upon by both  
25 parties prior to the employee being authorized to return to work. If the  
26 two parties cannot agree, a list of specialists shall be requested from the  
27 American Medical Association or other medical association with the final  
28 selection being as per the procedure identified in Article VI, "Grievance  
29 Procedure," "Formal Grievance Procedure," "Level IV." The cost of such  
30 review and/or examination shall be borne by the District.

31 4. Jury Duty Leave.

32 a. Purpose.  
33 An employee who is summoned to serve on jury duty shall be granted  
34 paid jury duty leave. To the extent possible, request for such leave shall  
35 be submitted to the immediate supervisor not less than ten (10) days prior  
36 to the beginning of the leave. A copy of the summons shall be submitted  
37 along with the initial request.

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- b. Requirements.  
An employee shall be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance. Employees who are dismissed from jury duty for less than fifty percent (50%) of their workday shall contact their immediate supervisor to receive directions regarding employment obligations.
  - c. Compensation.  
An employee granted a leave of absence under these provisions shall be granted District compensation which, when added to jury or witness fees, shall not exceed the employee's regular District compensation. The employee will be required to pay the District the amount of fees received for jury duty, excluding travel reimbursement and parking fees not to exceed seven dollars (\$7.00) per day.
  - d. Return to Service.  
The employee shall provide, upon request, additional verification of the use of these leave provisions.
  - e. An employee will be granted a \$50-per-day incentive for postponing jury duty which has been scheduled during the school year, and performing such jury duty on non-work days during the spring or winter breaks or during the summer months. To qualify for this incentive, employees must:
    - 1) Submit a letter to the Human Resources Department requesting this pay option. Include a copy of the original jury service notice showing you were summoned initially to perform your service during the school year, and a statement indicating you have requested the jury commissioner to postpone your jury service to a time on non-work days during the spring or winter breaks or during the summer months. Include the new dates.
    - 2) Upon completion of jury duty on non-work days during the spring or winter breaks or during the summer months, submit a signed validation from the jury commissioner showing each day of jury service performed and a completed district time sheet.
5. Legislative Leave.
- a. An employee elected to a public school board in another district may be granted up to a maximum of ten (10) unpaid days per year leave of absence for purposes of performing official duties as a school Board member.

- 1           b.       Every employee who is elected to a public office requiring full-time service
- 2                   shall be granted an unpaid leave of absence from his/her duties as an
- 3                   employee of the District by the Board for the length of his/her term of
- 4                   office plus six (6) months.
- 5           c.       The employee on such leave shall be entitled to return to employment in
- 6                   the District at the end of the leave, provided that the employee returns
- 7                   within six (6) months of his/her end of term in office. Such absence shall
- 8                   not constitute a break in service.

9           6.       Maternity Leave.

10           a.       Purpose.

11                   An employee who wishes to take an unpaid maternity leave may be

12                   granted such leave for up to one year, as provided herein.

13           b.       Prerequisites.

14                   The employee shall submit a request for maternity leave not less than

15                   ninety (90) days prior to the requested commencement date of the leave.

16                   The request shall be accompanied by the attending physician's statement

17                   verifying the medical necessity of the leave and the expected duration of

18                   the leave.

19           c.       Requirements.

20                   The Board of Education shall provide for leave of absence, at the election

21                   of the employee, from duty without pay for any employee who has

22                   requested to be absent from duties because of pregnancy, miscarriage,

23                   childbirth and recovery therefrom. Each pregnant employee, if she

24                   desires, may submit in writing on the District-prescribed form, a request

25                   for an unpaid maternity leave up to a maximum of one (1) calendar year.

26                   This written request shall be accompanied by a verification from her

27                   medical doctor indicating the approximate date of the birth of the child.

28                   The dates requested for the commencement and termination of the leave

29                   will be reviewed by the District administration. If they are found not to

30                   conflict with the satisfactory operation of the school program, they will be

31                   granted. In special cases, consideration may be given after the birth of

32                   the child for the employee to return to duty earlier than originally

33                   requested or to extend the requested date of return. Medical evidence

34                   may be required if any change in the proposed return date is requested.

35           d.       Compensation.

36                   Maternity leave shall be without compensation.

37           e.       Return to Service.

1 At least two (2) weeks prior to the ending of the maternity leave, the  
2 employee shall contact the District Human Resources Department to  
3 clarify the employee's position of continued employment, application for  
4 additional leave and/or notification of resignation. Failure to follow this  
5 provision shall be deemed abandonment of employment and treated as  
6 a resignation.

7 7. Military Leave.

8 a. Short-term Leave.

9 An employee, upon approval of his/her military orders by the Board, shall  
10 receive pay for a period not to exceed thirty (30) calendar days for  
11 purposes of attending regularly scheduled drills or active duty for training.  
12 When it is within the employee's control, the employee shall schedule  
13 extra military training at a time which will not conflict with regular school  
14 duties. Short-term military leave will not jeopardize regular pay status.

15 b. Long-term Leave.

16 1) Purpose.

17 An employee who enlists, is inducted, or is recalled to active duty  
18 shall be granted a leave of absence for the period of such  
19 enlistment or required service.

20 2) Compensation.

21 Employees who have served in the District for a minimum of one  
22 (1) calendar year immediately prior to the day on which the  
23 absence begins, shall be entitled to receive salary or  
24 compensation for the first thirty (30) calendar days of such leave.

25 3) Return to Service.

26 Upon completion of the service requirement, the employee shall  
27 be reinstated in the position that he/she held at the time of his/her  
28 enlistment or induction, provided that the employee returns within  
29 six (6) months of his/her date of discharge. Otherwise, he/she  
30 shall be returned to a position within his/her credential. The  
31 period of absence shall not be construed to be a break in service.

32 8. Personal Necessity Leave.

33 a. Purpose.

34 Personal necessity leave may be utilized for circumstances that are  
35 compelling and deemed necessary by the employee.

36 Personal necessity leave may not be used to:

37 1) earn other income, or

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2) participate in concerted activities.

b. Requirements.

An employee may use eight (8) days per year of sick leave for purposes of personal necessity leave. A reason need not be given to use personal necessity leave.

c. Prerequisites.

Employees shall submit a request for personal necessity leave approval on a District-approved form to the immediate supervisor normally not less than three (3) working days prior to the beginning date of the leave. In cases where the request cannot be made three (3) working days prior to the leave, the employee shall make every effort to comply with District procedures designed to secure a substitute, if necessary, and shall notify the immediate supervisor of the expected duration of the absence.

d. Compensation.

The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the employee is entitled. Payment for such absence shall be made only upon certification by the employee's supervisor that the absence was due to a situation within the meaning of this article.

e. Additional Days.

At the sole discretion of the Superintendent or designee, additional personal necessity leave may be granted.

f. Return to Service.

Immediately upon return to active service, if a Request for Personal Necessity Leave form has not yet been submitted, the employee shall complete the Request for Personal Necessity Leave form and submit it to the immediate supervisor.

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9. Sabbatical Leave.

a. Purpose.

Sabbatical leave is a special privilege and honor which the Board of Education may grant to permanent employees who have completed at least seven (7) consecutive years of service immediately preceding said leave in positions requiring certification. While it affords certificated personnel the opportunity for professional growth, leaves should be of such nature that they will clearly enrich and benefit the pupils and schools



1 in the Santee School District. Sabbatical leave may be granted for the  
2 following purposes: study, research or travel and observation in  
3 connection with an approved study project.

4 b. Prerequisites.

5 Permanent employees who have completed at least seven (7)  
6 consecutive years of satisfactory service, in positions requiring  
7 certification qualifications, immediately preceding the sabbatical leave,  
8 are eligible to apply. Leaves of absence granted by the Board shall not  
9 constitute a break in the continuity of service required for the sabbatical,  
10 but shall not be counted in the required seven (7) years of service.

11 c. Requirements.

12 The Board of Education may grant a sabbatical leave for a period of not  
13 less than one-half (1/2) of the school year or more than one (1) full year.  
14 A half-year sabbatical leave may be taken during either half of the school  
15 year. Not more than one (1) sabbatical leave shall be granted to any one  
16 (1) employee in each eight (8) year period (inclusive of the sabbatical  
17 year). The Board of Education shall grant sabbatical leaves only within  
18 the limitation of monies budgeted each year for this specific purpose. It  
19 should be emphasized that a sabbatical leave is not a right employees  
20 earn after the required years of service have been fulfilled. It is, rather,  
21 as stated above, a definite privilege which ultimately helps to provide the  
22 community with an improved and enriched educational program. No  
23 employee over the age of sixty-one (61) shall be granted a sabbatical  
24 leave.

25 d. Application Procedures.

26 Sabbatical leave applications may be secured from the Human  
27 Resources Department and must be filed in the Human Resources  
28 Department by February 1 for the following school year or October 1 for  
29 the spring semester. Recommended applications shall be presented to  
30 the Board for its approval. A detailed statement of the proposed  
31 sabbatical program and explanation of the ways in which the program will  
32 upgrade, enrich, or otherwise improve the pupils and the school district is  
33 required in making application for a sabbatical leave. The Certificated  
34 Professional Growth Committee and the Administrator for Human  
35 Resources, must approve any change in the applicant's plans after said  
36 leave has been granted. A proposed change must be submitted to the  
37 Human Resources Department in writing as soon as the applicant is

1 aware of the necessity for revision of this program. This is mandatory  
2 because of the applicant's responsibility for completing the approved  
3 program.

4 e. Limit.  
5 No more than two percent (2%) of the employees of the Santee School  
6 District may be granted sabbatical leave during one (1) school year.

7 f. Review and Recommendation Regarding Leave Proposals.  
8 All applications for a sabbatical leave shall be reviewed and studied by  
9 the Certificated Professional Growth Committee. This committee shall  
10 consist of nine (9) total members as follows:

- 11 1) One (1) superintendent or designee.
- 12 2) Two (2) principals or directors.
- 13 3) Six (6) teachers from grades K-8.

14 The persons representing categories (1) and (2) will be selected by the  
15 Superintendent. The Association will appoint members from its  
16 membership to serve on this committee for a three (3) year period.  
17 Recommendations for openings needing to be filled will be forwarded to  
18 the Superintendent's office. Each member of the committee shall be  
19 entitled to one (1) vote. Recommended acceptance of programs,  
20 changes in programs, etc., shall require five (5) affirmative votes. The  
21 Certificated Professional Growth Committee, upon completion of its  
22 assignment, shall forward all applications to the Superintendent for his  
23 approval with either: "Recommended for Consideration" or "Not  
24 Recommended at this Time." The Superintendent shall submit all  
25 applications with both his recommendation and those of the Certificated  
26 Professional Growth Committee to the Board of Education for action. The  
27 following points will be utilized by the Certificated Professional Growth  
28 Committee in establishing priorities for purposes of recommendations:

- 29 1) The relative merit of reasons for desiring leave shall be the major  
30 consideration of the committee. Only in cases of equal merit will  
31 items 2, 3, 4 or 5 be used.
- 32 2) Reasonable distribution of applicants by schools.
- 33 3) Previous leaves granted to any one (1) employee.
- 34 4) Seniority.
- 35 5) Priority of application.
- 36 6) Married couples if both teach in the District and are eligible.

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7) Letter of recommendation from applicant's current school administrator.

8) Applicant's written end-of-year evaluation for the past seven (7) years to be made available to committee members.

g. Compensation and Bond.

The employee granted sabbatical leave shall receive one-half (1/2) of the salary which he/she would have received had he/she remained in the active service of the Santee School District. Compensation is to be paid in the existing monthly pay plan of the District. The Board, at its discretion, may require the employee at his/her own expense to furnish a surety bond of a corporate surety authorized to do business in California. The form of this bond must be approved by the Superintendent and the amount of the bond must be equal to the total compensation to be paid to the applicant during the time his/her sabbatical leave is in effect.

The bond must indemnify the school district against failure of the applicant to fulfill his/her application to serve the District at least two (2) years following the completion of the sabbatical term.

The bond may be waived, at the discretion of the Board, should the employee granted sabbatical leave desire compensation in two (2) equal installments payable on the first (1st) day of June of the first (1st) two (2) years of service rendered in this school district following his/her return from said leave.

If the Board of Education finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two (2) years' service therein following his/her return from the leave, the Board of Education in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished. Should the employee not substantially fulfill the terms of the written sabbatical leave agreement, the Board may require the employee to return all or part of sabbatical leave payments or may collect the money from the employee retirement fund. Death, disability, or serious illness nullifies the necessity of the employee to fulfill the aforesaid obligation and no penalty shall be exacted of him/her, his/her heirs, or the surety.

h. Fringe Benefits During Leave.

During the sabbatical period, sick leave benefits shall accrue. However, sick leave payments shall not be made unless illness or accident require

1 the employee to cancel his/her sabbatical leave program. A person on  
2 sabbatical leave intending to accept any employment during leave shall  
3 check with the Superintendent prior to accepting employment. All other  
4 District benefits shall be provided as though the employee were on active  
5 duty.

6 i. Retirement Credit During Leave.  
7 The contributions to the State Teachers' Retirement System shall be  
8 made by the employee and the District as though the employee were on  
9 active duty except that these payments will be made only on the actual  
10 compensation paid the employee.

11 j. Return to Service.  
12 The employee, upon his/her return to the District following a sabbatical  
13 year or portion thereof, shall be reinstated in a position at least equivalent  
14 in duties and salary to that which he/she would have attained if he/she  
15 were actually on duty in the District schools.

16 After returning to service following a sabbatical leave, the employee shall  
17 file with the Superintendent's office evidence that he/she has met the  
18 objectives stated in his/her application. He/she has eight (8) weeks to  
19 complete this requirement from the time he/she resumes contractual  
20 employment. In addition, the Board at its discretion, may require an oral  
21 report. This report of achievement will be reviewed by the Certificated  
22 Professional Growth Committee and approved by the Superintendent and  
23 the Board of Education.

- 24 1) Evidence of fulfillment of a study leave is an official transcript  
25 listing all courses completed and degrees or credentials earned.
- 26 2) Evidence of fulfillment of a research leave is a written report  
27 stating in detail the nature and scope of the work accomplished.  
28 The value of the project to the District should be emphasized.
- 29 3) Evidence of fulfillment of a travel and observation leave is a  
30 written report succinctly stating the itinerary and stressing the  
31 value of the leave as it relates to the designated study project.

32 k. Interruption or Termination of Leave.  
33 Should the employee be forced to postpone or cancel his/her sabbatical  
34 leave because of serious illness or accident, he/she shall be permitted to  
35 return to the District. Should the employee postpone or cancel his/her  
36 sabbatical leave, he/she shall immediately notify the Superintendent by  
37 the fastest available means of communication.

1 If an employee on sabbatical leave is forced to cancel his/her program,  
2 he/she shall be reinstated in the District in a similar position to the one  
3 held at the time the leave was granted, if available. Should a suitable  
4 position be unavailable, the employee shall be granted a teaching or a  
5 curricular assignment on a full-time basis at the salary of the  
6 position.

7 I. Liability.

8 Both the Board of Education of the District and the District shall be freed  
9 from any liability for the payment of any compensation or damages  
10 provided by law for the death or injury of any employee of the District  
11 when the death or injury occurs while the employee is on sabbatical  
12 leave.

13 m. Administrative Procedure.

14 The Superintendent, with the approval of the Board, has the responsibility  
15 of establishing the necessary administrative procedure governing  
16 sabbatical leaves provided that such procedure is consistent with the  
17 foregoing provisions and with the provisions of California Education Code  
18 Sections 44966 through 44974.

19 10. Sick Leave.

20 a. Purpose.

21 The purpose of sick leave utilization shall be for physical and mental  
22 disability absences which are medically necessary and caused by illness,  
23 injury or quarantine.

24 b. Eligibility.

25 1) Regular Sick Leave.

26 Every person employed five (5) days a week in a position  
27 requiring certification qualifications shall be entitled to ten (10)  
28 days per school year of leave of absence for illness or injury.  
29 Credit for leave of absence need not be accrued prior to taking  
30 such leave by the employee and such leave of absence may be  
31 taken at any time during the school year. If such employee does  
32 not take the full amount of leave allowed in any school year under  
33 this section, the amount not taken shall be accumulated from  
34 year to year. A part-time employee, working on a regular basis  
35 (five [5] days a week), shall be entitled to a prorated amount of  
36 such sick leave. Also see Article XIV, "Compensation  
37 Provisions," L. "Part-time Employment with Full Retirement

Credit," page 49. Any employee shall have the right to utilize sick leave for absences due to disabilities caused or contributed to by pregnancy, miscarriage or childbirth provided that the employee must have been in a paid status on the working day immediately preceding the disability. Pregnancy disability must be verified in writing by a medical doctor. Such sick leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. With prior notification by District management, and with just cause, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work, unless religious convictions necessitate another type of verification. For any sick leave absence which extends beyond three consecutive work days, a doctor's statement verifying the illness may be required upon request of the immediate supervisor.

2) Additional Sick Leave Benefits for Extended Service.

In addition to such amounts of sick leave as specified in Section 10, b, 1), additional amounts of sick leave are granted for certain bargaining unit members for continuous, satisfactory service as follows:

- a) For employees hired on or before June 30, 2016; Each employee in this category who shall have served the District for a period of ten (10) consecutive years shall be credited, on a one-time basis, with twenty (20) days of additional sick leave at the beginning of his/her eleventh (11th) year of service in the District. Each year thereafter he/she shall be credited with two (2) additional days of sick leave at the beginning of the work year.
- b) For employees hired after June 30, 2016: Each employee in this category who shall have served the District for a period of ten (10) consecutive years shall receive one (1) additional day of sick leave at the beginning of the work year starting with the eleventh (11th) year of service in the District and each year thereafter.
- c) Years of consecutive service for purposes of allotting

1 this benefit shall be determined in the same manner as  
2 years of experience are determined for placing  
3 employees on the salary schedule.

4 3) Extended Partial Payment Sick Leave.

5 A bargaining unit member under contract is entitled to (100  
6 working days) extended partial payment sick leave at one-half  
7 (1/2) the unit member's regular rate of pay.

8 Sick leave is intended for use only in instances of employee  
9 illness. Employees needing personal necessity leave in an  
10 emergency must abide by the provisions of Article XII, "Leave  
11 Provisions," B. "Specific Provisions," 8. "Personal Necessity  
12 Leave."

13 4) Sick Leave Transfer Action.

14 Any employee who has been an employee of the Santee School  
15 District for a period of one (1) school year or more and who  
16 accepts a position requiring certification qualifications in another  
17 California school district at any time during the second or any  
18 succeeding school year of his/her employment with the Santee  
19 School District, or who, within the school year succeeding the  
20 school year in which such employment is terminated, signifies  
21 acceptance of his/her employment in a position requiring  
22 certification qualifications in another California school district,  
23 shall have transferred with him/her to the second school district  
24 the total amount of accumulated regular sick leave to which  
25 he/she is entitled. No employee transferring to the Santee  
26 School District shall be required to waive any part or all of the  
27 accumulated regular sick leave to which he/she is entitled.

28 c. Prerequisites.

29 An employee exercising this leave of absence shall adhere to District-  
30 established procedures for absences.

31 d. Requirements.

32 An employee becoming aware of the need for absence due to surgery or  
33 other predictable or prior-to scheduled cause, shall submit a statement  
34 from his/her attending medical doctor as far in advance of the initial  
35 disability date as possible. The medical doctor's statement shall include  
36 the beginning date of disability, the cause of disability, and the anticipated  
37 date of the return to active service.

38 e. Compensation.

1 Any unused sick leave credit may be used by the employee for sick leave  
2 purposes without loss of compensation. Upon exhaustion of all  
3 accumulated sick leave credit, an employee who continues to be absent  
4 for illness shall receive extended partial payment sick leave upon  
5 submission of the required medical verification and completion of the  
6 prescribed leave forms.

7 f. Return to Service.

8 Immediately upon return to active service, the employee shall complete  
9 the District-required absence form and submit it to his/her immediate  
10 supervisor. The employee shall provide, upon District request, additional  
11 verification of the use of these leave provisions. An employee who has  
12 experienced a disability absence requiring surgery, hospitalization, or  
13 extended medical treatment shall be required to submit prior to return to  
14 active service, a medical statement indicating an ability to return to his/her  
15 position with reasonable accommodations and without detriment to the  
16 employee's physical and emotional well-being. An employee shall not be  
17 allowed to return to service and shall be charged with one (1) additional  
18 day of sick leave absence if the employee fails to notify the District of  
19 intent to return to work by 5:30 a.m. of the work day on which he/she  
20 plans to return to work, and by such notification failure, a substitute is  
21 secured.

22 11. Staff Promotion Leave.

23 Leave of absence may be granted at the discretion of the Board of Education to  
24 permanent employees who seek administrative or supervisory experience in  
25 some other school district or educational institution. Where such leave is granted,  
26 tenure rights will not be disturbed during the period of absence designated by the  
27 Board.

28 12. Educational Growth Leave.

29 The Board of Education may grant a leave of absence up to one (1) year without  
30 pay to an employee for the purpose of furthering his/her educational and/or  
31 professional development.

32 13. Long-Term Medical Leave.

33 The Board of Education may grant long-term medical leaves to employees  
34 suffering from medical problems. Verification by the employee's physician may  
35 be required by the District.

36 14. Unpaid Short-Term Leave.

37 The Superintendent or designee may grant unpaid short-term leave for personal  
38 circumstances that do not meet the criteria established in any other leave



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provisions of the contract. This leave would be available to employees with two (2) options:

- 1) The employee may have the number of days deducted from his/her monthly pay warrant.
- 2) The employee may receive total compensation for the days taken and then donate his/her daily rate of pay for each day taken to Santee School District.

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**ARTICLE XIII**  
**HOURS OF EMPLOYMENT**

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4 A. Professional Growth Activities

5 For definition purposes, Professional Growth Activities includes, but is not limited to;  
6 professional learning, collaboration with peers, focused efforts directed towards data analysis  
7 and implementation planning for content standards and instructional strategies, and other  
8 professional activities deemed appropriate by Administration.

9 B. On-Site Workday

10 The regular on-site workday for employees shall be six and one-half (6-1/2) hours  
11 excluding lunch. Employees shall have at least a thirty (30) minute duty free lunch.  
12 Employees shall be on-site (15) minutes prior to the starting time for classes.

13 C. Extended Workday

14 Administration and staff will hold meetings in an expedient, efficient, and professional  
15 manner. Whenever possible, matters of importance will be conveyed prior to meetings  
16 via e-mail, voicemail, and/or hardcopy. The site administrator may extend the regular  
17 workday for employees for the performance of the following duties:

- 18 1. Parent meetings and activities.
- 19 2. In years when Option 2: Regular Day Schedule as described in Section D  
20 below is in effect, the District may schedule up to twenty-seven (27) days/hours per  
21 year for Faculty Meetings and/or Professional Growth Activities. Said meetings shall  
22 begin as soon as practicable after the end of the instructional day (including time spent  
23 on after school duty) and shall not exceed sixty (60) minutes weekly, unless staff  
24 agrees to extend the time. Meetings in excess of twenty-seven (27) may be called in  
25 the case of a bona-fide emergency.
- 26 3. Supervision of students at school sponsored or approved activities such as field  
27 trips, athletic events, and student body activities.
- 28 4. Open House/Back to School Night.
- 29 5. Parent/teacher conferencing.
- 30 6. Teachers attending sixth grade camp shall be provided the following options:
  - 31 a. Stay overnight during the students' stay at camp.
  - 32 b. Drive to and from camp each day. Be on duty for the required contract hours.  
33 The district will provide reimbursement for mileage between the work site and  
34 camp upon employee request. One certificated staff member must be present  
35 at camp the entire period of the camp stay in accordance with camp  
36 guidelines.
  - 37 c. A combination of options "a" and "b".
  - 38 d. Staff and principal will work professionally to reach a mutually agreeable  
39 solution to those who can not or chose not to attend camp.

- 1 e. If the regular teacher is unable to attend all or part of the week, it is the  
 2 teacher's and principal's shared responsibility to find a suitable replacement  
 3 / exchange teacher.  
 4 f. Teachers who stay overnight may be required to supervise students in  
 5 emergency situations.  
 6 g. Teachers who attend 6<sup>th</sup> grade camp shall be paid a stipend of \$315 for the  
 7 week of camp.

8 D. Instructional Time

9 1. For the start of the 2013-14 school year, each school's schedule shall remain  
 10 the same as they were in the 2012-13 school year. Beginning October 7, 2013,  
 11 every school shall have the same configuration of instructional minutes in  
 12 accordance with one of the two options listed below. Whether all schools  
 13 implement the Wednesday modified day schedule or all schools implement  
 14 the regular day schedule shall be determined by a vote of the bargaining unit  
 15 membership conducted on or before September 1, 2013. The vote shall be  
 16 conducted by STA and tabulated and verified jointly by the District and STA.  
 17 The option receiving the majority vote shall be implemented beginning  
 18 October 7, 2013 through the end of the 2014-15 school year. By May 1 of  
 19 every odd-numbered calendar year thereafter, the same voting and selection  
 20 process shall occur, including joint tabulation and verification by the District  
 21 and STA, for selection of one of the two options listed below to be implemented  
 22 for the subsequent school year. In the case of a tie vote, a revote will occur  
 23 by May 15, using the same voting and selection process. In the event that the  
 24 voting and selection process is not completed by May 15 in an odd-numbered  
 25 year after 2013, the option currently in effect will be in effect for the  
 26 subsequent two school years.

27 OPTION 1: Modified Day Schedule

<u>Grade Level</u>	<u>Regular Day (141 days)</u>	<u>Modified (33 Wednesdays)/ Min Day (6 days)</u>	<u>Total Annual Instructional Minutes**</u>	<u>Average Daily Instructional Minutes** (Rounded to nearest whole minute)</u>
K*	313	219	52,674	293
1-3*	313	219	52,674	293
4-6*	345	219	57,186	318
7-8^	360	234	59,886	333

\* Exclusive of recess

^ No recess

\*\* These amounts will vary in 2013-14 due to partial year implementation

Six (6) minimum days shall be scheduled as follows:

- Five (5) days for parent conferences
- One (1) day for the last day of school

The District may call staff meetings on modified days provided that the meeting does not extend past the on-site workday. Thirty-three (33) modified days shall be scheduled by the District. Professional Growth Activities planned for up to ten (10) days each year shall be structured and directed by the District and/or Site Administrator which shall include work focused on curriculum, instruction, and assessment.

Activities on the remaining twenty-three (23) days shall be for non-management certificated staff to participate in a variety of the following professional tasks or responsibilities:

- Team planning
- Vertical teaming
- Individual planning
- Focus groups
- Curriculum articulation
- Program coordination
- Parent communication
- Observations at other sites
- Data input and analysis
- Instructional materials adoption, support and training
- Any other professional task or responsibility deemed appropriate by the non-management certificated staff member in consultation with the Site Administrator

Additional staff meetings may be called in the event of a bona-fide emergency.

OPTION 2: Regular Day Schedule

<u>Grade Level</u>	<u>Regular Day (174 days)</u>	<u>Minimum Day (6 days)</u>	<u>Total Annual Instructional Minutes**</u>	<u>Average Daily Instructional Minutes** (Rounded to nearest whole minute)</u>
K*	295	220	52,650	293
1-3*	295	220	52,650	293
4-6*	321	220	57,174	318
7-8^	336	235	59,874	333

\* Exclusive of recess

^ No recess

\*\* These amounts will vary in 2013-14 due to partial year implementation

1 E. Work Calendar

2 1. The District shall establish a joint Calendar Committee with STA  
3 representatives in approximately equal proportion to other stakeholder  
4 groups.

5 2. The size of the committee shall be determined by the District but shall be  
6 convened to include at least three (3) representatives appointed by STA.

7 3. It shall be the goal of the Calendar Committee to consider calendars for  
8 multiple school years and to complete its annual work by March

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**ARTICLE XIV  
COMPENSATION PROVISIONS**

A. Salary Deductions

The Board of Education, when drawing an order for the salary payment due to an employee of the District, shall with or without charge reduce the order by the amount which it has been requested in a revocable written authorization by the employee to deduct for the purpose of paying the dues of the employee for membership in the Santee Teachers Association, California Teachers Association, and National Education Association or representational fees as required in Article V, Section I of this Agreement. Upon return from leave, this payroll deduction shall be automatically resumed. In the case where an employee's status is changed from part-time to full-time or full-time to part-time, the amount of payroll deduction will automatically be adjusted.

B. Previous Experience

Prior credit for persons hired shall be allowed in accordance with the following provisions:

- a) Hired prior to March 17, 1989, a maximum of four (4) years of teaching experience
- b) Hired on or after March 17, 1989 and before July 1, 2015, a maximum of six (6) years of teaching experience
- c) Hired on or after July 1, 2015 and before July 1, 2016, a maximum of seven (7) years of teaching experience
- d) Hired on or after July 1, 2016 and before July 1, 2017, a maximum of eight (8) years of teaching experience
- e) Hired on or after July 1, 2017 and before July 1, 2018, a maximum of nine (9) years of teaching experience
- f) Hired on or after July 1, 2018 and before July 1, 2019, a maximum of ten (10) years of teaching experience

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C. Reemployment of Permanent Employees

Whenever any employee of the Santee School District who, at the time of his/her resignation was classified as permanent, is reemployed within thirty-nine (39) months after his/her last day of paid service, the Board of Education shall, disregarding the break in service, classify him/her as, and restore to him/her all rights, benefits, and burdens of a permanent employee.

D. Units for Advancement – Approval

Employees must receive prior approval of units or courses taken while in the employ of Santee School District in order to advance classifications on the Certificated Non-management Salary Schedule. Employees may apply for approval of units or courses by submitting an appropriately completed District form to the Administrator for Human Resources. Only those courses related to enhancing the bargaining unit member skills



1 and knowledge of subject matter pertinent to an employee's assignment will be given  
2 consideration for the purpose of classification change. Courses taken in preparation for  
3 other professions (e.g., real estate licenses, law degrees) shall not be approved for the  
4 purpose of advancement on the Certificated Non-management Salary Schedule. The  
5 approval of courses taken for salary advancement purposes shall be the responsibility of  
6 the Administrator for Human Resources. The District's form shall state that if courses  
7 have not been approved, the employee may appeal the decision to the Professional  
8 Growth Committee for final determination.

9 E. Units For Advancement - Accredited Institution

10 All courses and degrees used for advancement on the Certificated Non-management  
11 Employees Salary Schedule must have been earned in colleges or universities accredited  
12 by the appropriate regional accrediting institution.

13 F. Units For Advancement – Upper Division or Graduate Courses

14 It is required that courses taken for advancement to the next higher salary classification,  
15 except four (4) semester units which may be lower division, shall be upper division or  
16 graduate level courses.

17 G. Classification Change

18 Employees may not advance more than one (1) salary classification in any school year.

19 H. Complete School Year – Salary Advancement Purposes

20 Any employee who, in any one (1) school year, has served for at least seventy-five percent  
21 (75%) of the number of working days the regular schools of the District in which he/she is  
22 employed are maintained, shall be deemed to have served a complete school year. This  
23 will be exclusive of summer school and intersession service. The only exceptions to the  
24 section can be found in Article XIV, "Compensation," L. "Part-time Employment With Full  
25 Retirement Credit," and M. "Half-time Employment," pages 49-52.

26 I. Warrant Distribution

27 Salary warrants for employees covered by this Agreement will be made available by the  
28 end of the last working day of the calendar month for which payment is due.

29 J. Salary Placement Verification

30 Employees are required to maintain a current set of college transcripts on file in the  
31 Human Resources Department in order to verify placement on the salary schedule.

32 K. California Credential Requirement

33 Initial employment and subsequent placement on the Certificated Non-management  
34 Salary Schedule are contingent upon the employee holding a valid, current California  
35 credential appropriate for the position.

36 L. Part-time Employment With Full Retirement Credit (Reduced Service Employment Plan  
37 for Employees Fifty-five [55] Years or More of Age)

38 Part-time employment is to provide an opportunity for an employee to work on a half-time

1 basis. Part-time may be equivalent to one-half (1/2) of the days of service required of a  
2 full-time employee or one-half (1/2) of the hours required daily of a full-time employee.

3 1. Requirements.

4 A part-time position request is to be initiated by the employee on or before April  
5 15. The written request is to be made to the Human Resources Department.  
6 Approval of the employee request shall be based upon the best interest of the  
7 District as determined by the Administrator for Human Resources

8 a. In order to receive full retirement credit, the employee and the District will  
9 contribute to the State Teachers' Retirement System the same amount  
10 as they would under full-time employment based on the compensation  
11 which would have been earned if employed full-time.

12 b. The employee must have reached fifty-five (55) years of age prior to  
13 assuming a part-time position.

14 c. The employee must have been continuously employed in the Santee  
15 School District in a position requiring certification for ten (10) years, of  
16 which the immediate preceding five (5) years were full-time employment.

17 d. Approval of part-time employment will be for a period of up to one (1) year  
18 and requests must be resubmitted each year on or before April 15.

19 e. Approval of part-time employment is limited to a maximum of five (5)  
20 years' participation, approved on an annual basis, per employee.

21 2. Compensation.

22 Salary will be a prorated share of the salary an employee would earn had he/she  
23 not elected to exercise the option of part-time employment.

24 3. Longevity Advances.

25 Employees who are on a part-time assignment and who work at least fifty percent  
26 (50%) of the required work year will receive credit for a full step on the salary  
27 schedule.

28 4. Leaves.

29 The employee on a part-time assignment will receive sick leave and personal  
30 necessity on a prorated basis.

31 5. Fringe Benefits.

32 The employee on a part-time assignment will receive fringe benefits as if  
33 employed on a full-time basis. The "Part-time Employment With Full Retirement  
34 Credit" is expressly excluded from the Grievance Procedure.

35 M. Half-time Employment (Contract Sharing)

36 1. Purpose.

37 Half-time employment is to provide an opportunity for a person to work on a half-  
38 time basis. Half-time may be equivalent to one-half (1/2) of the days of service

1 required of a full-time employee or one-half (1/2) of the hours required daily of a  
2 full-time employee.

3 2. Requirements.

4 A half-time position is to be initiated by the employee through a written notice of  
5 intent on or before April 15 of the preceding school year. The written request shall  
6 be predicated upon District staff needs as determined by the Superintendent or  
7 designee. Any person who qualifies may apply for half-time employment in  
8 Santee School District. A prorated amount will be paid by the employee and the  
9 District to State Teachers' Retirement System.

10 A contract may be shared by two (2) persons wishing half-time employment. It is  
11 the responsibility of the employee to recruit an individual to participate in contract  
12 sharing. The recommendation of two (2) persons wishing to share a contract will  
13 be considered by the Human Resources Department. A person wishing to move  
14 from half-time to full-time employment may do so if it is determined by the  
15 Administrator for Human Resources, to be in the best interest of the District and  
16 available positions are open.

17 3. Compensation.

18 Salary will be on a prorated share of the salary an employee would earn had  
19 employee not elected to exercise the option of half-time employment.

20 4. Longevity Advances.

21 Tenured employees who are on a half-time assignment and who work at least fifty  
22 percent (50%) of the required working days will receive credit for a full step on the  
23 salary schedule. Probationary employees must work at least seventy-five percent  
24 (75%) of the number of required working days to receive credit for a full step on  
25 the salary schedule.

26 5. Leaves.

27 The employee on a half-time assignment will receive sick leave and personal  
28 necessity leave on a prorated basis.

29 6. Fringe Benefits.

30 Beginning with the 2005-2006 school year, an employee entering into a new  
31 partial FTE assignment will receive prorated fringe benefits equivalent to the  
32 fraction of full-time service as outlined in "Employee Benefits."

33 Employees currently in a partial FTE assignment will continue to receive benefit  
34 coverage as designated at the end of the 2004-2005 school year until they are no  
35 longer employed in a partial FTE assignment.

36 Employees currently on leave from a partial FTE assignment who return from  
37 leave for the 2005-2006 school year will continue to receive benefit coverage as  
38 designated at the end of the 2004-2005 school year during the 2005-2006 school  
39 year. Employees on leave from a partial FTE assignment during the 2004-2005

1 school year who do not return from leave for the 2005-2006 school year will  
2 receive prorated benefits upon returning from leave as outlined in this agreement.

3 7. Professional Responsibility.

4 An employee on a half-time teaching assignment will be expected to participate  
5 in professional responsibilities such as, but not limited to, the following:

- 6 a. Parent/faculty meetings and activities.
- 7 b. Open House/Back to School Night.
- 8 c. Public school observances.
- 9 d. Supervision of students at school sponsored or approved activities such  
10 as field trips, athletic events, and student body activities.
- 11 e. Extended professional meetings.
- 12 f. Parent/teacher conferencing.
- 13 g. Report card preparation.

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**ARTICLE XV**  
**SALARY PROVISIONS**

A. Salary Schedule

Employees shall be compensated according to the provisions of this article and the Certificated Non-management Salary Schedule. No employee shall receive "over schedule" pay for the one hundred eighty-five (185) day work year specified by this Agreement. Employees who serve more working or less working days than the number of working days for their job classification or assignment shall receive only an amount of salary that bears the same ratio to the established annual salary for the position as the number of working days they serve bears to the number of working days required for their job classification or assignment.

B. Length of School Year

At the sole discretion of the District, a work year of up to one hundred eighty-five (185) working days may be established. Up to the equivalent of two and 1/2 (2.5) working days may be set aside by the District for faculty meetings and professional development activities, the dates for which shall be determined by the District. Professional development activities on these days shall include time for grade level and content area collaboration. At least two and 1/2 (2.5) days shall be reserved for teacher preparation activities. Employees who serve more working days or less working days than the number of working days established at the beginning of the school year shall receive only an amount of salary that bears the same ratio to the established annual salary for the position as the number of working days they serve bears to the number of working days established for their job classification at the beginning of the school year. If the state provides increased funding for lengthening the school year, the District, at its discretion, may increase the number of working days for employees. Employees will receive their regular per diem rate for any additional days added to their work year.

The District and school psychologists may mutually agree to extend the school psychologists' work year up to ten (10) additional days. Pay for additional days shall be at daily rate as per Article XV, "Salary Provisions", "Salary Schedule."

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C. Earned Anniversary Increment

Employees who have reached their 18th, 21st, and 24th steps on the Certificated Non-management Salary Schedule in Classification IV will be eligible to receive the anniversary increment. Employees who have reached their 18th, 21st, 24th, and 27th steps on the Certificated Non-management Salary Schedule in Classification V will be eligible to receive the anniversary increment. Employees who have reached their 18th, 21st, 24th, 27th, and 30th steps of the Certificated Non-management Salary Schedule in Classification VI will be eligible to receive the anniversary increment.

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1 D. Employee Mileage Reimbursement

2 Upon the approval of the District Superintendent, employees who are required to travel in  
3 the course of their employment may receive mileage reimbursement. The rate of  
4 reimbursement will be at the IRS approved rate. Mileage allowance shall be granted from  
5 the first (1st) duty station of the day to other authorized locations as part of the regular  
6 day's work.

7 E. Compensation Increase for 2015-16 and 2016-17

8 Salary Schedule Increases:

- 9 • 4.00% increase to the 2014-15 salary schedule effective July 1, 2015
- 10 • 4.00% increase to the 2015-16 salary schedule effective July 1, 2016
- 11 • Reimbursement for teachers hired on or after July 1, 2016 who are new to the  
12 teaching profession and who successfully complete a State required Beginning  
13 Teacher Support and Assessment (BTSA) program up to \$2,500, provided the  
14 teacher obtains permanency in the District
- 15 • \$315 stipend for teachers who attend 6<sup>th</sup> grade camp

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20 F. 10/12 Pay Option

21 Unit members shall be considered as participating in the 10-pay plan unless a request is  
22 made for the 12-pay option as follows:

- 23 1. Using a district form, unit members may submit a request to select a payroll  
24 payment option.
- 25 2. Such requests shall not be revocable during the school year.
- 26 3. Employee selection will remain in effect for each succeeding year until the  
27 employee notifies the Business Services Department. All changes to payroll  
28 payment options must be received in Business Services prior to July 1 for the  
29 succeeding year.

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**ARTICLE XVI**  
**EMPLOYEE BENEFITS**

A. General Provisions

For the duration of this agreement, the District agrees to provide an annual cap of \$7,800 for the 2016 Benefit Year; and \$9,000 for Benefit Years subsequent to 2016, prorated for the fraction of full-time service rendered, for the cost of health benefits for employee use.

The District will provide the following selection for coverage from companies designated by the District for each full-time employee:

1. Health insurance (employee-only)
2. Life insurance (\$50,000)
3. Vision (employee-only)
4. Dental insurance. Employees will be offered an opportunity to enroll in one (1) of the following dental plans:
  - a. Employee-only
  - b. Prepaid dental program for employee and dependents which will be offered and implemented contingent upon seventy-five percent (75%) of employees choosing to participate in this plan enrolling their dependents.

5. The life time cap on benefits eligibility shall be extended to two million dollars (2,000,000).

6. The employee will be responsible for any cost(s) beyond the cap for selected coverage.

The health insurance plans offered shall include copayment prescription benefits. In addition to the above coverages and provisions, each employee may choose one (1) of the following options:

Option No. 1 - Dependent Coverage.

For those employees who choose this option, in addition to the coverages and provisions listed under Article XVI, "Employee Benefits," A. "General Provisions," for each full-time employee who purchases dependent health coverage through one (1) of the District-offered plans, the District will pay the premium cost of one (1) dependent not to exceed the monthly maximum contribution specified in Section A above. If an employee's spouse is also an employee of the Santee School District and the spouse is receiving a benefit allotment for dependent coverage, the two (2) allotments may be combined and applied toward the premium cost for dependents. However, if dependent allotments are combined, at no time shall the total of the two (2) allotments exceed the actual premium cost of the coverage provided.

Option No. 2. - Discretionary Purchases

1. Cancer insurance
2. Income protection
3. Section 125, Flexible Spending Account
4. Received as compensation

1           \* Beginning with the 2007 Benefit Year, for those employees who choose this option, in  
2 addition to the coverage and provisions listed under Article XVII ‘Employee Benefits,’ A.  
3 “General Provisions,” the District will contribute for each employee from their unused  
4 benefit monies up to forty dollars (\$40) per month (four hundred and eighty [\$480] per  
5 benefit year) toward one (1) of the plans listed under Option No. 2 - Discretionary  
6 Purchases.

7 B.       Unused Benefit Monies

8           Any unused benefit monies will remain the property of the District.

9 C.       Benefit Year

10          For purposes of this article, a benefit year shall be defined as a one (1) year period of time  
11 in accordance with Health Plan provider requirements.

12 D.       New Employees

13          New employees shall qualify for benefits on the first (1st) day of the month following the  
14 effective date of employment.

15 E.       Prorated Benefits.

16          New employees shall earn a prorated share of the annual benefit allowance. The prorated  
17 share will be one-twelfth (1/12) of the annual benefit allowance per month from the date  
18 the employee qualifies for benefits until the end of the month preceding the first qualifying  
19 month of the next school year.

20 F.       Benefit Year Qualification

21          Those bargaining unit members who are in benefit-paid status for at least 75% of the  
22 days of the work year shall receive a prorated share of the annual benefit allowance. The  
23 prorated share will be one-twelfth (1/12) of the annual benefit allowance per month from  
24 the date the employee qualifies for benefits until the end of the month preceding the first  
25 month the employee becomes eligible for benefits of the next school year. Other  
26 bargaining unit members who do not meet the above conditions shall have their benefits  
27 end at the end of their last month of employment.

28 G.       Benefit Selection Sheets

29          Each year no later than May 15, every employee who qualifies for benefits is required to  
30 turn in to the Human Resources Department the benefit selection form provided by the  
31 District. This form authorizes the District to enroll in and/or continue benefit selections for  
32 employees. This form must be turned in regardless of whether or not there are any  
33 changes in an employee’s benefit program. It is the individual employee’s responsibility  
34 to comply with the provisions of this section, and failure to do so may result in a reduction  
35 of the total benefit allowance for the employee. If an employee wishes to change and/or  
36 add any benefits, he/she must pick up the appropriate forms from the Human Resources  
37 Department and include them with the benefit selection form which is submitted by the  
38 May 15 deadline.

39 H.       Certificated Non-management Employee Flexible Spending Account Plan

1 The District flexible spending account plan has been designed to meet Internal Revenue  
2 Service (IRS) guidelines as a “cafeteria plan” under IRS Section 125. The flexible  
3 spending account plan allows the certificated non-management employee the option of  
4 extending and/or paying for (1) additional health benefits, (2) some health care not  
5 covered by other benefit plans, and (3) some dependent care expenses by placing a  
6 portion of his/her salary into special accounts.

7 1. Intent of the Flexible Spending Account Plan.

8 Neither the District nor the Association provides tax advice to employees in regard  
9 to their participation in the flexible spending account plan. It is up to the individual  
10 employee to choose to participate or not participate in this plan and to determine  
11 the level of participation. The intent of offering the plan is to provide a cafeteria  
12 plan which complies with IRS regulations. This benefit (the flexible spending  
13 account plan) is bound by IRS guidelines.

14 2. Flexible Spending Accounts.

15 There shall be three flexible spending accounts available for the certificated non-  
16 management employee. These accounts will be:

- 17 a. Premium Conversion Account
- 18 b. Dependent Care Account
- 19 c. Medical Reimbursement Account

20 Participation in any or all of the above accounts is an option to be decided by  
21 each employee. The amounts directed into these accounts are at the discretion  
22 of the employee and must be within the guidelines set by the Internal Revenue  
23 Service. It shall be the employee’s responsibility to participate in yearly open  
24 enrollment periods and to notify the District, with appropriate District-supplied  
25 forms, as to the exact amounts of the deductions directed toward each flexible  
26 spending account. Employees may choose to increase, decrease, or stop  
27 participation during an annual open enrollment period.

28 Flexible spending accounts may be changed only during the annual open  
29 enrollment period unless the employee has a change in family status during the  
30 year. A change in family status includes marriage or divorce, birth or adoption,  
31 death, or the termination of the employee’s spouse’s employment.

32 3. Forfeiture of Funds.

33 If an employee does not use all funds in his/her flexible spending account during  
34 the benefit year (July 1 through June 30), those funds remaining in a flexible  
35 spending account must be forfeited in accordance with current tax laws. In the  
36 event that there are funds in employees’ flexible spending accounts after the end  
37 of the benefit year, those funds will be forfeited and applied toward the costs of  
38 operating the plan.

39 4. Administration of Plan.

1 The District shall assume the costs of administering the plan.

2 I. Insurance Plan

3 Enrollment requirements, eligibility requirements, and other specific rules and regulations  
4 governing participation in all District-offered insurance plans are subject to the rules and  
5 regulations established by the insurance carriers.

6 J. Retirement

7 1. Retired Employee Medical Benefits.

8 Employees retiring shall be eligible and may apply for paid medical insurance  
9 benefits on the following basis:

10 a. The employee must have the equivalent of fifteen (15) years of full service  
11 with Santee School District, the last five (5) years of which must be  
12 consecutive and has reached or passed the age of fifty-five (55) years.

13 b. The District shall pay for the cost of single coverage for the retiree in one  
14 of the medical plans provided by the District, whichever the employee  
15 was insured by during the last year of employment or a successor thereto,  
16 up to the annual cap specified in Section A of this article in effect at the  
17 time the employee retires from the District. The retiree will be responsible  
18 for any additional cost beyond the District contribution including the  
19 currently established fee of 2% and be subject to District and/or plan  
20 regulations.

21 c. Retirees may change carriers during the open enrollment period. Through  
22 June 30, 2011, the District coverage will only provide up to the cost of the  
23 medical benefits plan as established at the time of retirement. Beginning  
24 July 1, 2011, the District will pay the cost of single coverage for the retiree  
25 in the medical plan a retiree changes to during an open enrollment period  
26 subsequent to July 1, 2011 up to the annual cap specified in Section A of  
27 this article in effect at the time the employee retires from the District. The  
28 retiree will be responsible for any additional cost beyond the District  
29 contribution including the currently established fee of 2% and be subject  
30 to District and/or plan regulations.

31 d. The District will continue to provide this coverage until the retiree reaches  
32 the age of sixty-five (65), or is eligible for Medicare, whichever comes  
33 first, as long as the retiree remains current on paying their portion of costs  
34 (no more than thirty (30) calendar days past the date the District remits  
35 payment to the vendor) in accordance with Board policy.

36 e. Employees retiring may enroll dependents under the following conditions:

37 1) The dependent(s) must have been enrolled prior to the effective  
38 date of retirement.

39 2) Rates and other conversion requirements for dependent

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coverage are at the discretion of the insurance company.

3) The retiree shall be responsible for the full cost of dependent coverage including the currently established fee of 2%.

Opt-Out Provision

Employees wishing to participate or continue in the benefit opt-out provision must follow established District rules each year regarding written proof of other insurance coverage.

A Medical Insurance Waiver Form must be submitted to the District’s Human Resource Department, Benefits and Risk Management Specialist, during the Open Enrollment period. Employees who do not provide the required documents within the specified open enrollment period each year will lose their ability to participate in the benefit opt-out provision for that year.

Benefit opt-out participation may be limited by the insurance provider. In such cases, limitations/ exclusions will be applied beginning with the newest participants and continue to those who have participated the longest.

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**ARTICLE XVII**  
**PAYROLL DEDUCTIONS**

A. Procedure

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

1. Such deduction shall be made only upon submission of the District form to the designated representative of the District, duly completed and executed by the employee and the Association.
2. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
3. Upon return from a leave of absence, Association members shall resubmit the form authorizing the District to deduct the normal and regular monthly Association membership dues.

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**ARTICLE XVIII**  
**EARLY RETIREMENT**

A. During the term of the Agreement, upon subsequent written mutual agreement of the Parties, the District may implement early retirement incentive programs in various forms for bargaining unit members meeting specified criteria in order to achieve overall budget savings.

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1 **ARTICLE XIX**

2 **SAFETY**

3 A. General Provisions

4 The District shall provide safe working conditions for all employees within the fiscal  
5 capabilities of the District to provide continuous administrative monitoring of working  
6 conditions. Both parties agree that the responsibility for safe working conditions is that of  
7 the Board, and responsibility for the maintenance of safe procedures and practices is that  
8 of the employee. The District shall provide each employee with classroom access to a  
9 form of electronic communication (i.e., walkie talkie, telephone, intercom) for use during  
10 the workday.

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12 B. In the Event of an Accident

13 In the event of an accident, an appropriate form (report) must be completed and filed with  
14 the Office of Business Services by the end of the next working day.

15 C. Workers' Compensation

16 All employees are covered by workers' compensation insurance. If a member of the staff  
17 is injured while at school or on school business, the accident shall be reported to the  
18 principal or immediate supervisor within twenty-four (24) hours.

19 D. Unsafe Working Conditions

20 All employees are responsible for reporting unsafe equipment or working conditions to  
21 their immediate supervisor within twenty-four (24) hours. This must be done in writing on  
22 an appropriate report form. The District shall respond to the employee in writing within  
23 five (5) working days as to the action taken.

24 Employees shall immediately report cases of assault, rape, robbery, or emotional harm  
25 due to an act of violence suffered by them in connection with their employment to their  
26 supervisor. The supervisor and employee shall immediately report the incident to legal  
27 authorities. Notification of such incident shall be immediately forwarded to the  
28 Superintendent, and the District shall respond in writing to the employee within five (5)  
29 working days as to the action taken.

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1 **ARTICLE XX**

2 **DISCIPLINE OF EMPLOYEES**

3 A. General Provisions

4 This article was entered into pursuant to Section 3543.2(b) of the Government Code. An  
5 employee will be disciplined by the District for just cause. The term "discipline" shall  
6 include but not be limited to such action as suspension without pay, reduction in salary,  
7 loss of extra compensation, involuntary transfer or involuntary change in assignment, but  
8 shall not include dismissal. A verbal and/or written reprimand will normally precede a  
9 discipline. The term "discipline" specifically does not include adverse or negative  
10 evaluations, warnings, directives and the implementation of other articles in the  
11 Agreement such as the denial of any leave.

12 B. Reasons for Discipline

13 Among the reasons that may be deemed sufficient for discipline are the following:

- 14 1. Repeated, unexcused absences.
- 15 2. Repeated, unexcused tardiness.
- 16 3. Failure to perform regular or other assigned duties.
- 17 4. Conviction of any criminal act involving moral turpitude.
- 18 5. Disorderly or immoral conduct while in a paid status.
- 19 6. Violation of any lawful order by a supervisor.
- 20 7. Insubordination of any kind.
- 21 8. Incompetency, ineffectiveness, or inefficiency in performance of duties.
- 22 9. Intoxication while on duty.
- 23 10. Illegal use of narcotics or drugs.
- 24 11. Damage to or waste of District property or supplies due to negligence or willful  
25 acts.
- 26 12. Violation of any of the District's regulations regarding duties, conduct, or  
27 performance of an employee.
- 28 13. Willful conduct tending to injure the public service.

29 The District agrees to develop a brochure for employees delineating examples for section  
30 B. This brochure will present samples only and is not intended to be exhaustive.

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32 C. Procedures for Discipline

33 Prior to the taking of discipline, the Superintendent or designee shall give written notice  
34 to the employee. This written notice of proposed disciplinary action shall be served by  
35 mail or personal delivery to the employee at least ten (10) calendar days prior to the date  
36 when discipline may be imposed. In emergency situations where it is deemed appropriate  
37 to remove the employee immediately, the employee shall not lose compensation prior to

1 the date when discipline may commence. Loss of compensation in all cases may occur  
2 after the tenth (10th) calendar day following the date written notice was served. The  
3 written notice of the proposed disciplinary action shall be served by personal delivery or  
4 by certified mail. Service by certified mail shall be deemed complete on the date of mailing.

5 The contents of the written notice shall include at least the following:

- 6 1. A statement identifying the District.
- 7 2. A statement in ordinary and concise language of the specific acts and omissions  
8 upon which the proposed disciplinary action is based.
- 9 3. The specific disciplinary action proposed and effective date(s).
- 10 4. The cause(s) or reason(s) for the specific disciplinary action proposed.
- 11 5. A copy of the applicable regulation(s) where it is claimed a violation of  
12 regulation(s) took place.
- 13 6. A statement that the employee has the right to respond to the matters raised in  
14 the written notice both orally and in writing, including the submission of affidavits,  
15 prior to the end of the ten (10) calendar days following the date the written notice  
16 was served.
- 17 7. A statement that the employee, upon request, is entitled to appear personally  
18 before the Superintendent or designee regarding the matters raised in the written  
19 notice prior to the end of the ten (10) calendar days following the date the written  
20 notice was served. At such meeting the employee shall be granted a reasonable  
21 opportunity to make any representations the employee believes are relevant to  
22 the case.
- 23 8. A statement that the employee, upon written request, is entitled to a full  
24 evidentiary hearing before a hearing officer, or may file a grievance before any  
25 disciplinary action is final. The statement shall indicate that the proposed  
26 disciplinary action may commence after the ten (10) calendar days following the  
27 date the written notice was served. The statement also shall indicate that no full  
28 evidentiary hearing shall take place unless a written demand for such a hearing  
29 is delivered to the Superintendent within the (10) calendar days after the date the  
30 written notice of proposed disciplinary action was served.

31 D Evidentiary Hearing

- 32 1. The employee in the bargaining unit shall receive a full evidentiary hearing on the  
33 proposed disciplinary action only if a written demand for such a hearing is  
34 delivered to the Superintendent within ten (10) calendar days of the written notice  
35 of proposed disciplinary action. In the absence of a demand for a full evidentiary  
36 hearing, the Superintendent shall act upon the charges after the time period for  
37 hearing demand has expired.

1 By demanding a hearing, the employee waives all rights under the Grievance  
2 Procedure in this Agreement. If the employee does not demand a hearing, the  
3 employee may file a grievance at Level II on the discipline pursuant to the  
4 Grievance Procedure.

- 5 2. The full evidentiary hearing shall be conducted before a hearing officer. The  
6 hearing officer shall be mutually selected by the employee and the  
7 Superintendent. If there is no mutual agreement between the parties after ten  
8 (10) calendar days, a hearing officer shall be selected pursuant to the procedure  
9 for selection of an arbitrator.

10 Such hearings shall take place within a reasonable period of time but not before  
11 five (5) calendar days after the filing of a request for a hearing. Hearings will be  
12 presided over by the hearing officer. The employee shall have a right to appear  
13 in person on his own behalf, with counsel or such representation as he requests  
14 to represent his defense.

- 15 3. The hearing officer shall conduct the hearing and shall rule on questions,  
16 evidence, and procedure.

17 Either party may call witnesses, introduce evidence, testify, and question  
18 witnesses.

19 The District has the burden of proof and shall first present evidence and  
20 testimony.

21 Normal procedures shall be followed; i.e., charging party presentation, defense  
22 cross-examination, defense presentation, charging party cross-examination and  
23 rebuttal evidence from each party. Hearings will be recorded at the request of  
24 either party with such expense being borne equally by the parties.

- 25 4. The recommendation of the hearing officer shall be submitted to the  
26 Superintendent and shall be in writing summarizing the facts, setting forth  
27 findings, and making a recommended decision. The decision by the hearing  
28 officer shall be final unless the Superintendent, within five (5) work days following  
29 receipt of the decision, determines to review further the proceedings of the  
30 hearing with a view toward making his own findings and conclusions in the matter.  
31 The findings and conclusions of the Superintendent will be made within thirty (30)  
32 days after the decision to review the matter, and such findings and conclusions  
33 will be final.

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**ARTICLE XXI**  
**CONTRACT PROVISIONS**

A. Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

B. Support of Agreement

The District and Association support this Agreement for its term. By mutual consent, the Association and District may seek change in any article.

C. Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

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**ARTICLE XXII**

**PROHIBITION OF CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or employees during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District. It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association.

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1 **ARTICLE XXIII**

2 **TERM**

3 A. **General Provisions**

4 This agreement shall be for three years – July 1, 2015 - June 30, 2016; July 1, 2016 –  
5 June 30, 2017; July 1, 2017 – June 30, 2018. For the term of this contract there shall be  
6 re-openers of salary and benefits plus three (3) articles of each party’s choice. By mutual  
7 consent, the Association and the District may seek change in any article. The Agreement  
8 shall remain in full force and subject to change or amendment by the parties through  
9 implementing the following procedure:

- 10 1. The Association and the District agree that unless otherwise mutually agreed to,  
11 either party will notify the other in writing by March 1 of its request to modify or  
12 amend the Agreement.
- 13 2. In the event that neither party gives appropriate written notice to the other of its  
14 desire to modify, amend, or terminate specific provisions within the specified time  
15 limitations, the Agreement shall remain in full force and effect for at least another  
16 year.
- 17 3. After appropriate written notice pursuant to the above paragraph has been  
18 received and the public notice provisions of Chapter 10.7 of Government Code  
19 have been met, the parties agree to meet and negotiate in good faith on specific  
20 provisions to be modified, amended, or terminated.
- 21 4. Negotiations for 2015-16 and 2016-17 shall be considered closed.

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25 6/07-SSD/STA

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27 1/16-SSD/STA

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Santee School District  
 Certificated Salary Schedule  
 2015-16

4.00%

Step	Class I		Class II		Class III			Class IV			Class V		Class VI	
	BA		BA+15		BA+30			BA+45 or MA			BA+60 or MA+15*		BA+75 with MA or MA+30*	
1	1.000	40,404	1.05	42,424	1.110	◇ (48,562)	44,848	1.18	◇ (48,562)	47,677	1.260	50,909	1.35	54,545
2	1.035	41,818	1.09	44,040	1.155	◇ (48,562)	46,667	1.23		49,697	1.315	53,131	1.41	56,970
3	1.070	43,232	1.13	45,657	1.200	◇ (48,562)	48,485	1.28		51,717	1.370	55,353	1.47	59,394
4	1.105	44,646	1.17	47,273	1.245		50,303	1.33		53,737	1.425	57,576	1.53	61,818
5	1.140	46,061	1.21	48,889	1.290		52,121	1.38		55,758	1.480	59,798	1.59	64,242
6	1.175	47,475	1.25	50,505	1.335		53,939	1.43		57,778	1.535	62,020	1.65	66,667
7	1.210	48,889	1.29	52,121	1.380		55,758	1.48		59,798	1.590	64,242	1.71	69,091
8	1.245	50,303	1.33	53,737	1.425		57,576	1.53		61,818	1.645	66,465	1.77	71,515
9	1.280	51,717	1.37	55,353	1.470		59,394	1.58		63,838	1.700	68,687	1.83	73,939
10	1.315	53,131	1.41	56,970	1.515		61,212	1.63		65,859	1.755	70,909	1.89	76,364
11	1.350	54,545	1.45	58,586	1.560		63,030	1.68		67,879	1.810	73,131	1.95	78,788
12	1.385	55,960	1.49	60,202	1.605		64,848	1.73		69,899	1.865	75,353	2.01	81,212
13								1.78		71,919	1.920	77,576	2.07	83,636
14								1.83		73,939	1.975	79,798	2.13	86,061
15								1.88		75,960	2.030	82,020	2.19	88,485
+18								1.93		77,980	2.080	84,040	2.24	90,505
+21								1.98		80,000	2.130	86,060	2.29	92,525
+24								2.03		82,020	2.180	88,080	2.34	94,545
+27											2.230	90,100	2.39	96,565
+30													2.44	98,585

<b>Military Service:</b>	A maximum of one year of military service may be allowed as prior experience credit.
<b>Previous Experience:</b>	Beginning July 1, 2015 a maximum of seven (7) years of teaching experience will be allowed as prior credit. Each July 1st thereafter, the allowable credit will increase by one year until it reaches a maximum of ten (10) years. This includes military service and service in the Peace Corps.
<b>Policy of the Board:</b>	One year of credit will be given for 75% or more of regular teaching in any one school during a school year.
<b>*Note:</b>	Units to be earned subsequent to MA degree.
<b>+Anniversary Increment:</b>	Classification I, Step 1 (\$40,404), is the basis for computing longevity rate. 5% of Classification I, Step 1 (\$40,404), has been added at the 18th, 21st, and 24th step for Classification IV; at the 18th, 21st, 24th, and 27th step for Classification V; and at the 18th, 21st, 24th, 27th, and 30th step for Classification VI.
<b>Stipend Rate:</b>	The basis for computing the stipend rate is \$44,848. This amount will receive any negotiated annual cost of living adjustment.
<b>◇Minimum Salary:</b>	Ed. Code 45023.1 Minimum Beginning Teacher Salary. Criteria for minimum salary: 1) Hold a valid California teaching credential, not including an emergency permit, intern certificate or credential, or waiver; 2) Possess a baccalaureate or higher degree; and 3) Receive a salary paid through the general fund of the district or county office. In 2002-03, the annual cost of living adjustment of 2.0% was applied to the beginning teacher minimum salary which established the salary at \$48,562. Per side letter of agreement dated September 7, 2001, salary schedule steps III-1, III-2, III-3, and IV-1 were created to be the same amount, thereby accelerating the annual step increments of years two and three to the first year of Class III.
<b>Administrative Intern:</b>	The Administrative Intern job description was approved by the Board of Education on June 1, 2010, to allow certificated non-management employees with an administrative credential or enrolled in an administrative credential program to provide administrative support services under the supervision of the site administrator. Administrative Interns will be recruited from within the District and will fill vacated Vice Principal positions by working with other District employees and parents in creating an overall school environment conducive to appropriate learning for pupils as well as gain experience and knowledge while working as an administrator. There is no salary adjustment for Administrative Interns, as salary for Administrative Interns is the same as their certificated salary. Temporary Teachers will be hired to replace the teaching positions vacated by the Administrative Interns resulting in a salary savings to the District.

Board Approved: 02/16/16

Effective Date: 07/01/15

Santee School District  
 Certificated Salary Schedule  
 2016-17

4.00%

Step	Class I		Class II		Class III			Class IV		Class V		Class VI		
	BA		BA+15		BA+30			BA+45 or MA		BA+60 or MA+15*		BA+75 with MA or MA+30*		
1	1.000	42,020	1.05	44,121	1.110	◇ (50,504)	46,642	1.18	◇ (50,504)	49,584	1.260	52,945	1.35	56,727
2	1.035	43,491	1.09	45,802	1.155	◇ (50,504)	48,533	1.23		51,685	1.315	55,257	1.41	59,248
3	1.070	44,962	1.13	47,483	1.200	◇ (50,504)	50,424	1.28		53,786	1.370	57,568	1.47	61,770
4	1.105	46,432	1.17	49,164	1.245		52,315	1.33		55,887	1.425	59,879	1.53	64,291
5	1.140	47,903	1.21	50,844	1.290		54,206	1.38		57,988	1.480	62,190	1.59	66,812
6	1.175	49,374	1.25	52,525	1.335		56,097	1.43		60,089	1.535	64,501	1.65	69,333
7	1.210	50,844	1.29	54,206	1.380		57,988	1.48		62,190	1.590	66,812	1.71	71,854
8	1.245	52,315	1.33	55,887	1.425		59,879	1.53		64,291	1.645	69,123	1.77	74,376
9	1.280	53,786	1.37	57,568	1.470		61,770	1.58		66,392	1.700	71,434	1.83	76,897
10	1.315	55,257	1.41	59,248	1.515		63,661	1.63		68,493	1.755	73,745	1.89	79,418
11	1.350	56,727	1.45	60,929	1.560		65,551	1.68		70,594	1.810	76,056	1.95	81,939
12	1.385	58,198	1.49	62,610	1.605		67,442	1.73		72,695	1.865	78,368	2.01	84,461
13								1.78		74,796	1.920	80,679	2.07	86,982
14								1.83		76,897	1.975	82,990	2.13	89,503
15								1.88		78,998	2.030	85,301	2.19	92,024
+18								1.93		81,099	2.080	87,402	2.24	94,125
+21								1.98		83,200	2.130	89,503	2.29	96,226
+24								2.03		85,301	2.180	91,604	2.34	98,327
+27											2.230	93,705	2.39	100,428
+30													2.44	102,529

<b>Military Service:</b>	A maximum of one year of military service may be allowed as prior experience credit.
<b>Previous Experience:</b>	Beginning July 1, 2015 a maximum of seven (7) years of teaching experience will be allowed as prior credit. Each July 1st thereafter, the allowable credit will increase by one year until it reaches a maximum of ten (10) years. This includes military service and service in the Peace Corps.
<b>Policy of the Board:</b>	One year of credit will be given for 75% or more of regular teaching in any one school during a school year.
<b>*Note:</b>	Units to be earned subsequent to MA degree.
<b>+Anniversary Increment:</b>	Classification I, Step 1 (\$42,020), is the basis for computing longevity rate. 5% of Classification I, Step 1 (\$42,020), has been added at the 18th, 21st, and 24th step for Classification IV; at the 18th, 21st, 24th, and 27th step for Classification V; and at the 18th, 21st, 24th, 27th, and 30th step for Classification VI.
<b>Stipend Rate:</b>	The basis for computing the stipend rate is \$46,642. This amount will receive any negotiated annual cost of living adjustment.
<b>◇Minimum Salary:</b>	Ed. Code 45023.1 Minimum Beginning Teacher Salary. Criteria for minimum salary: 1) Hold a valid California teaching credential, not including an emergency permit, intern certificate or credential, or waiver; 2) Possess a baccalaureate or higher degree; and 3) Receive a salary paid through the general fund of the district or county office. In 2002-03, the annual cost of living adjustment of 2.0% was applied to the beginning teacher minimum salary which established the salary at \$50,504. Per side letter of agreement dated September 7, 2001, salary schedule steps III-1, III-2, III-3, and IV-1 were created to be the same amount, thereby accelerating the annual step increments of years two and three to the first year of Class III.
<b>Administrative Intern:</b>	The Administrative Intern job description was approved by the Board of Education on June 1, 2010, to allow certificated non-management employees with an administrative credential or enrolled in an administrative credential program to provide administrative support services under the supervision of the site administrator. Administrative Interns will be recruited from within the District and will fill vacated Vice Principal positions by working with other District employees and parents in creating an overall school environment conducive to appropriate learning for pupils as well as gain experience and knowledge while working as an administrator. There is no salary adjustment for Administrative Interns, as salary for Administrative Interns is the same as their certificated salary. Temporary Teachers will be hired to replace the teaching positions vacated by the Administrative Interns resulting in a salary savings to the District.

Board Approved: 02/16/16

Effective Date: 07/01/16

SANTEE SCHOOL DISTRICT  
GRIEVANT'S STATEMENT - LEVEL I  
IMMEDIATE SUPERVISOR

Section A.

Employee \_\_\_\_\_ Date \_\_\_\_\_  
Last Name First Middle

School/Department \_\_\_\_\_ Position \_\_\_\_\_

Section B. Grievant's Statement

(This statement shall be a clear concise statement of the grievance, the circumstances on which the grievance is based, the persons involved, the decision rendered at the informal conference, the remedy sought, and an outline of actions taken to adjust the grievance.)

Section C. Alleged Violation

(Please identify area of content- article, section or subsection violated.)

Remedy Sought: \_\_\_\_\_

Name of Employee Representative, if any: \_\_\_\_\_

\_\_\_\_\_  
Grievant's signature

- Cc: Employee
- Assistant Superintendent, Human Resources
- Superintendent
- Supervisor
- Association

SANTEE SCHOOL DISTRICT  
IMMEDIATE SUPERVISOR'S RESPONSE TO GRIEVANCE, LEVEL I

Section A.

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name of Grievant

School/Department \_\_\_\_\_ Position \_\_\_\_\_

---

Section B.

From: \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Immediate Supervisor Position School/Department

---

Section C.

Immediate supervisor's response to alleged contract violation as specified in grievant's statement dated

\_\_\_\_\_

Decision Rendered:

\_\_\_\_\_  
Immediate Supervisor's Signature

Cc: Employee  
Assistant Superintendent, Human Resources  
Superintendent  
Supervisor  
Association



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SANTEE SCHOOL DISTRICT  
GRIEVANT'S APPEAL - LEVEL II  
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

Section A.  
Employee \_\_\_\_\_  
Last Name First Middle

Date \_\_\_\_\_

School/Department \_\_\_\_\_

Position \_\_\_\_\_

---

Section B. Statement of Appeal

Please state specific reason for appeal. (Add any additional information that may be helpful in resolving the grievance.)

---

Section C.

Name of Employee Representative: \_\_\_\_\_

\_\_\_\_\_  
Appellant's Signature

Cc: Employee  
Assistant Superintendent, Human Resources  
Superintendent  
Supervisor  
Association

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SANTEE SCHOOL DISTRICT  
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES  
RESPONSE TO GRIEVANCE, LEVEL II

Section A.

To: \_\_\_\_\_  
Name of Grievant

Date \_\_\_\_\_

School/Department \_\_\_\_\_

Position \_\_\_\_\_

---

Section B.

Assistant Superintendent of Human Resources' response to alleged contract violation as specified in grievant's statement dated \_\_\_\_\_

Decision Rendered:

\_\_\_\_\_  
Assistant Superintendent's Signature

Cc: Employee  
Assistant Superintendent, Human Resources  
Superintendent  
Supervisor  
Association

SANTEE SCHOOL DISTRICT  
GRIEVANT'S APPEAL - LEVEL III  
MEDIATION

Section A.

Grievant \_\_\_\_\_ Date \_\_\_\_\_  
Last Name First Middle

School/Department \_\_\_\_\_ Position \_\_\_\_\_

---

Section B. Statement of Appeal

Please state specific reason for appeal and all information pertaining to the grievance.

---

Section C.

Complete this section only if invoking Level III of the grievance procedure. If you wish to waive to Level III and proceed to Level IV, use section D.

\_\_\_\_\_  
Signature of Appellant

\_\_\_\_\_  
Name of Representative

---

Section D.

Complete this section only to state preference of waiving Level III of the grievance procedure.

It is my desire that Level III of the grievance procedure be waived and that this appeal proceeds to Level IV.

\_\_\_\_\_  
Signature of Appellant

\_\_\_\_\_  
Association President

Cc: Employee  
Assistant Superintendent, Human Resources  
Superintendent  
Supervisor  
Association

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SANTEE SCHOOL DISTRICT  
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES  
RESPONSE FOLLOWING MEDIATION, LEVEL III

Section A.

To: \_\_\_\_\_  
Name of Grievant

Date \_\_\_\_\_

School/Department \_\_\_\_\_

Position \_\_\_\_\_

---

Section B.

Assistant Superintendent of Human Resources' response to level III (mediation).

Decision Rendered:

\_\_\_\_\_  
Assistant Superintendent's Signature

Cc: Employee  
Assistant Superintendent, Human Resources  
Superintendent  
Supervisor  
Association

Human Resources 10/99

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SANTEE SCHOOL DISTRICT  
ASSOCIATION APPEAL - LEVEL IV  
ARBITRATION

Section A.

Grievant \_\_\_\_\_ Date \_\_\_\_\_  
          Last Name           First           Middle  
School/Department \_\_\_\_\_ Position \_\_\_\_\_

---

Section B. Statement of Appeal

Please state specific reason for appeal.

\_\_\_\_\_  
Association President

Cc: Employee  
Assistant Superintendent, Human Resources  
Superintendent  
Supervisor  
Association

Human Resources 10/99



# **CERTIFICATED NON-MANAGEMENT GUIDELINES INTRODUCTION**

A joint committee of Santee Teachers Association members and Santee District Management Team members has developed these evaluation procedures and forms.

## **Purpose**

The purpose of the evaluation process is to provide an ongoing process based on formal and informal observation, pre- and post-conferences, and performance of other professional responsibilities.

## **Goal**

The goal of the evaluation process shall be to improve instruction and promote professional growth. Performance of all certificated non-management employees shall be evaluated on the basis of the Santee School District Teacher Expectations and the California Standards for the Teaching Profession.

## **Employees to be Evaluated**

Permanent certificated non-management employees shall be evaluated no less than the following schedule:

Level 1: Years 1-3 (Probationary and first tenured year)	Annually
Level 2: Years 5, 7, 9	Every two (2) years
Level 3: Years 10 and over	Every five (5) years

Additionally, employees transferring to a new site or position will be evaluated the first year of the new assignment before moving to Level 2 or Level 3 based upon years in the district. An Administrator may choose to evaluate a certificated non-management employee outside of this schedule based upon need.

If a permanent certificated non-management employee is evaluated during a year in which he or she shares a contract with another teacher and the employment period is during the second semester, the employee will be notified by the supervisor of intent to evaluate within five (5) days upon return to work. Second semester observations and final evaluation timelines will be followed.

Any employee who does not receive a satisfactory evaluation will be evaluated the following year.

## **Evaluators**

The evaluator is usually the evaluatee's immediate supervisor. However, district management may designate a management employee other than the immediate supervisor to serve as an evaluator for certificated non-management employees. If an evaluatee moves to another assignment during the school year, modifications in the evaluation plan may be made.

## **Tracks**

All temporary and probationary certificated non-management employees will use Track I Guidelines. All permanent certificated non-management employees receiving satisfactory evaluations as measured against the Santee School District Teacher Expectations and the California Standards for the Teaching Profession and previous evaluations will use Track II observations or the Alternative Evaluation System Guidelines. The use of the Track II Alternative Evaluation System will be mutually agreed upon. All permanent certificated non-management employees who have documented problems and/or are in need of assistance will use the Assistance Plan.

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### **Goal Setting**

The Santee School District Teacher Expectations and the California Standards for the Teaching Profession will serve as a standard to evaluate all certificated non-management employees. The evaluatee and evaluator will mutually identify standards and develop criteria for measuring progress toward meeting the goals that will promote student learning and professional competence.

If mutual agreement cannot be reached, the evaluator will select two (2) standards or goals and the evaluatee will select two (2) standards or goals. The goals, and criteria for measuring progress toward the goals, will be recorded on the Pre-Evaluation Form.

### **The Mid-Year Evaluation- Track I and Assistance Plan Employees**

Prior to December 15, a mid-year conference will be held with the evaluatee and evaluator to discuss the evaluatee's progress in attaining goals. The evaluator will discuss formal and informal observations and the performance of other professional responsibilities as related to the Santee School District Teacher Expectations and the California Standards for the Teaching Profession with the evaluatee. The Mid-Year Evaluation Form containing the summary of the evaluator's formal and informal observations, appraisals and observations related to the performance of other professional responsibilities, and recommendations for improvement will be given to the evaluatee. Any employee who is not satisfactorily meeting Santee School District Teacher Expectations will be informed, and specific recommendations will be given on the Mid-Year Evaluation Form. The employee may attach a statement to the Mid-Year Evaluation Form.

### **The Final Evaluation Report**

Prior to March 1 for Probationary and Temporary employees and May 20 for Permanent Track II employees, the evaluatee and the evaluator will hold a final conference to discuss the attainment of the mutually agreed upon goals. The Final Evaluation Report Form, including dates of formal observations, evaluator's summative report, and recommendations, if needed, will be given to the employee. The summative report will include a summary of:

- Evaluator's formal and informal observations (including dates of formal observations);
- Evaluator's appraisals;
- Evaluatee's performance of other professional responsibilities; and
- Recommendations, if needed.

Any Track II employee who has not satisfactorily met the expectations as stated in the Santee School District Teacher Expectations and the California Standards for the Teaching Profession will be informed that he or she will be re-evaluated the following year. The employee may attach a statement to the Final Evaluation Report.

### **Personnel File**

All evaluation documents will be placed in the employee's personnel file after the employee has had an opportunity to review and comment on the contents of the document.

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# SANTEE SCHOOL DISTRICT

## Teacher Evaluation System

### Track I

Temporary, Probationary and 1<sup>st</sup> Year Tenured Teachers

Temporary Employees	<b>Satisfactory</b> Competency in all six standards	<b>Unsatisfactory</b> Not recommended for continued employment
Probationary Employees Years 1 & 2	<b>Satisfactory</b> Competency in all six standards	<b>Unsatisfactory</b> Not recommended for continued employment
1 <sup>st</sup> Year Tenured Teachers	<b>Satisfactory</b> Competency in all six standards	<b>Unsatisfactory</b> Placed on an Assistance Plan

### Track II

Tenured Teachers

Evaluation Year	<b>Satisfactory</b> Competency in all six standards	<b>Unsatisfactory</b> Not meeting all six standards Placed on an Assistance Plan
Off Year(s)	<b>Satisfactory</b> Competency in all six standards	<b>Unsatisfactory</b> Not meeting all six standards Referred to the evaluation process for specific standards or to the Assistance Plan process

### Assistance Plan

Tenured Teachers

Needs to be implemented as soon as possible	Implemented at or after the start of the school year	<b>FOR</b>	The remainder of that school year
---	--	------------	-----------------------------------

# THE CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

<p><b>Standard One: Engaging &amp; Supporting All Students in Learning</b></p> <ul style="list-style-type: none"> <li>1.1 Using knowledge of students to engage them in learning.</li> <li>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interest.</li> <li>1.3 Connecting subject matter to meaningful, real-life contexts</li> <li>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse needs.</li> <li>1.5 Promoting critical thinking through inquiry, problem solving, and reflection.</li> <li>1.6 Monitoring student learning and adjusting instruction while teaching.</li> </ul>	<p><b>Standard Two: Creating &amp; Maintaining Effective Environments for Student Learning</b></p> <ul style="list-style-type: none"> <li>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</li> <li>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</li> <li>2.3 Establish and maintain learning environments that are physically, intellectually, and emotionally safe.</li> <li>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</li> <li>2.5 Developing, communicating, and maintaining high standards for individual and group behavior.</li> <li>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</li> <li>2.7 Using instructional time to optimize learning.</li> </ul>
<p><b>Standard Three: Understanding &amp; Organizing Subject Matter for Student Learning</b></p> <ul style="list-style-type: none"> <li>3.1 Demonstrating knowledge of subject matter and academic content standards.</li> <li>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</li> <li>3.3 Organizing curriculum to facilitate student understanding of the subject matter.</li> <li>3.4 Utilizing instructional strategies that are appropriate to the subject matter.</li> <li>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</li> <li>3.6 Addressing the needs of <u>English Learners</u> and students with special needs to provide equitable access to the content.</li> </ul>	<p><b>Standard Four: Planning Instruction &amp; Designing Learning Experiences for All Students</b></p> <ul style="list-style-type: none"> <li>4.1 Using knowledge of students' academic readiness, language proficiency, cultural backgrounds, and individual development to plan instruction.</li> <li>4.2 Establishing and articulating goals for student learning.</li> <li>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.</li> <li>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</li> <li>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</li> </ul>
<p><b>Standard Five: Assessing Student Learning</b></p> <ul style="list-style-type: none"> <li>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</li> <li>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.</li> <li>5.3 Reviewing data, both individually and with colleagues, to monitor student learning.</li> <li>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</li> <li>5.5 Involving all students in self-assessment, goal setting, and monitoring progress.</li> <li>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.</li> <li>5.7 Using assessment information to share timely and comprehensible feedback with students and their families.</li> </ul>	<p><b>Standard Six: Developing as a Professional Educator</b></p> <ul style="list-style-type: none"> <li>6.1 Reflecting on teaching practice in support of student learning.</li> <li>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</li> <li>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.</li> <li>6.4 Working with families to support student learning.</li> <li>6.5 Engaging local communities in support of the instructional program.</li> <li>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</li> <li>6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</li> </ul>



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# **Santee School District**

## **Strategic Plan**

### **Vision, Mission, Belief Statements, and Goals**

**Adopted May 1, 2012**

*Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.*

#### **Mission**

*Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.*

#### **Vision**

*Santee School District will be an innovative leader in education, inspiring students to realize their unique potential.*

#### **Rallying Cry**

*"Where Young Minds Meet Open Doors"*

#### **Belief Statements**

Children are our first priority. Therefore we believe...

1. All students can learn.
2. Student growth, academic performance, and positive personal development are the highest measures of student and district success.
3. Trust, integrity, respect, citizenship, honesty, responsibility, commitment, and pride are the foundations on which our district is built.
4. Students should understand and respect the origin of the nation, the law of the land, and the principles of our democracy.
5. Parent and community involvement in our schools is crucial to the academic success of our students.
6. Knowledgeable, motivated, and inspired employees assure the success of our students.
7. Everyone has the right to learn and work in a safe, healthy, orderly, and clean environment.
8. The district operates efficiently and effectively through focused leadership, fiscal responsibility, and open communication, with a strong academic program as the top priority.

#### **Goals**

##### **Educational Achievement**

Assure the highest level of educational achievement for all students.

##### **Learning Environment**

Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

##### **Fiscal Accountability**

Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

##### **Staff Development**

Implement a staff development plan as the cornerstone of employee performance and growth.

##### **Student Well-Being**

Provide social, emotional, and health service programs, integrated with community resources, to foster student character and personal well-being.

##### ***Goals Inclusive of Core Strategies***

###### **Educational Achievement**

- Foreign Language
- Quality Curriculum and Instruction

###### **Staff Development**

###### **Student Well Being**

- Community Connections

###### **Fiscal Accountability**

###### **Learning Environment**

- Facilities
- Technology
- Class Size



# SANTEE SCHOOL DISTRICT

## Certificated Evaluation

### Year at a Glance

TASK	To be completed by:				
	Track I	Track II Level 2	Track II Level 3	Alternative Plan	Assistance Plan
Distribution of Teacher Standards & Evaluation Packet And Notification of intent to evaluate	Oct 1	Oct 1	Oct 1	Oct 1	When Needed or Teacher Prep Week
Initiate or Review Assistance Plan (Assistance Plan can be initiated at any time, however, if known before the beginning of the school year, this date should be met.)					Sept 15
Pre-evaluation Conference & Forms and Alternative Project Proposal & Conference	Oct 15	Oct 30	Oct 30	Oct 15	
Formal Observations 1 & 2	Dec 15	Jan 31			Dec 15
Formal Observation 1			Jan 31		
Mid-Year Evaluation	Dec 15				Jan 31
Mid-Year Reflection				Jan 31	
Formal Observations 3 & 4	March 1	May 20			May 20
Formal Observation 2			May 20		
Final Evaluation & Conference	March 1	May 20	May 20	May 20	May 20

**Note:** If a date falls upon a weekend or a holiday, the due date is the first working day following that date.

III-F

# **SANTEE SCHOOL DISTRICT**

## **Track I Evaluation**

### **Purpose**

Track I is designed to provide teachers with a specific focus in their efforts to develop and strengthen their skills in teaching. The Santee School District Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

### **Eligibility**

- Temporary employee
- Probationary employee
- First Year Tenured employee

### **Desired Evaluation Outcomes**

- Student learning
- Self reflection
- Continued professional development
- Collegiality and collaboration as an effective team member
- Instructional improvement
- Demonstration of Competency

### **Evaluation Process**

The final evaluation is an accumulation of data including, but not limited to:

- Established goals
- Classroom visitations
- Formal and informal observations
- Teacher/supervisor dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

### **Mid Year Evaluation**

The mid year evaluation is an opportunity for teacher and supervisor to reflect on progress to date, identify areas of strength and make recommendations for further growth. In addition to the data accumulated for the final evaluation, the mid year evaluation includes a formal conference between teacher and supervisor.

### **Final Evaluation**

The final evaluation is an opportunity for teacher and supervisor to reflect on progress for the year, identify areas of strength and make recommendations for further growth. In addition to the data accumulated, the final evaluation includes a formal conference between teacher and supervisor.

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III-G

# SANTEE SCHOOL DISTRICT

## Pre-Evaluation Form

### Plan to Demonstrate Competency

#### Track I

Complete four (4) forms, one for each of four (4) State standards

Name	Date
Site	(Include current year) Temporary _____ years Probationary _____ years 1 <sup>st</sup> Year Tenured
	Assignment/ Grade Level

Specific goal(s) addressed by this plan:

Plan for implementation (includes strategies for teacher, timelines, resources or support):

Plan for monitoring progress:

State Standard:

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Implementation signatures:

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Four (4) Pre-Evaluation forms Due Oct 15

FORM 1

*Distribution: Evaluator, Evaluatee & Personnel file*



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III-H

# SANTEE SCHOOL DISTRICT

## Formal Certificated Observation

### Track I

To be completed at least four (4) times during the evaluation year

Teacher		Date	
Site	Day: M T W Th F	Beginning Time	Duration of Observation
Lesson Objective		Subject of Activity Observed	

**Observed:** It is not anticipated that each area will necessarily be observed in any given observation. Check item if observed. Check specific elements if appropriate.

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Supervisor's comments:

Teacher analysis & reflection of student learning:

*Post conference comments:* \_\_\_\_\_  
 \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee's signature does not constitute endorsement of evaluator's comments, but acknowledges that an observation has taken place.

FORM 2

*Distribution: Evaluator, Evaluatee & Personnel file*

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**SANTEE SCHOOL DISTRICT**  
**Track I**  
**Mid-Year Evaluation**

Name		Date
Site	Assignment/ Grade Level	(Include current year) Temporary _____ years Probationary _____ years 1 <sup>st</sup> Year Tenured

**Feedback and recommendations of supervisor:**

**Satisfactory**\_\_\_\_\_      **Making Progress**\_\_\_\_\_      **Unsatisfactory**\_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Form due: December 15

FORM 3

*Distribution: Evaluator, Evaluatee & Personnel file*

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III-J  
**SANTEE SCHOOL DISTRICT**  
**Track I**  
**Final Evaluation**

Name		Date
Site	Assignment/ Grade Level	(Include current year) Temporary _____ years Probationary _____ years 1 <sup>st</sup> Year Tenured

**Feedback and recommendations of supervisor:**

**Satisfactory**\_\_\_\_\_      **Making Progress**\_\_\_\_\_      **Unsatisfactory**\_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Form due: March 1

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FORM 4

# SANTEE SCHOOL DISTRICT

## Track II Evaluation

### Purpose

Track II is designed to provide teachers with a specific focus in their efforts to develop and strengthen their skills in teaching. The Santee School District Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

### Eligibility

- Permanent Employees not on an Assistance Plan
- Beyond 1<sup>st</sup> Year Tenured Employee

### Desired Evaluation Outcomes

- Student learning
- Self reflection
- Continued professional development
- Collegiality and collaboration as an effective team member
- Instructional improvement
- Continued demonstration of competency

### Evaluation Process

The final evaluation is an accumulation of data including, but not limited to:

- Classroom visitations
- Formal and informal observations
- Teacher/supervisor dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

### Final Evaluation

The final evaluation is an opportunity for teacher and supervisor to reflect on progress for the year, identify areas of strength and make recommendations for further growth. In addition to the data accumulated, the final evaluation includes a formal conference between teacher and supervisor.

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III-L

**SANTEE SCHOOL DISTRICT**  
**Pre-Evaluation Form**  
**Plan to Demonstrate Competency**  
**Track II**

- Level 2 – Complete four (4) forms, one for each of 4 State standards
- Level 3 – Complete two (2) forms, one for each of 2 State standards

Name	Date
Site	Assignment/ Grade Level

Specific goal(s) addressed by this plan:

Plan for implementation (includes strategies for teacher, timelines, resources or support):

Plan for monitoring progress:

State Standard:

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Implementation signatures:

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Level 2 Four (4) Pre-Evaluation forms Due Oct 30  
Level 3 Two (2) Pre-Evaluation forms Due Oct 30

FORM 5

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III-M

# SANTEE SCHOOL DISTRICT

## Formal Certificated Observation

### Track II

To be completed at least four (4) times during the evaluation year - Level 2  
 To be completed at least two (2) times during the evaluation year - Level 3

Name			Date
Site	Day: M T W Th F	Beginning Time	Duration of Observation
Lesson Objective			Subject of Activity Observed

**Observed:** It is not anticipated that each area will necessarily be observed in any given observation. Check item if observed. Check specific elements if appropriate. The four previously identified standards for the year should be checked at least once during the year.

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Evaluator's comments:

Teacher's reflections regarding depth of student learning:

Post conference comments: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee's signature does not constitute endorsement of evaluator's comments, but acknowledges that an observation has taken place.

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III-N

**SANTEE SCHOOL DISTRICT**  
**Track II**  
**Final Evaluation**

Name	Date
Site	Assignment/ Grade Level

**Feedback and recommendations of supervisor:**

**Satisfactory** \_\_\_\_\_      **Making Progress** \_\_\_\_\_      **Unsatisfactory** \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

This form will be placed in the personnel file.

Form due: May 20

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III-O

# SANTEE SCHOOL DISTRICT

# Alternative Project Evaluation System

## Purpose

The Alternative Evaluation process is designed to be a positive experience for teachers who have a desire to develop their own professional growth process by exploring areas of learning that may not be addressed as effectively in a more traditional evaluation process.

## Eligibility

- Track II teachers 5 years or a Level II or Level III teacher in the Santee School District
- A mutually agreed upon project between teacher and supervisor that supports the California Standards for the Teaching Profession
- Teachers on an assistance plan are not eligible

## Desired Evaluation Outcomes

- Student learning
- Self reflection
- Continued professional development
- Collegiality and collaboration as an effective team member
- Instructional improvement
- Continued demonstration of competency

## Project Components

- Mid-Year reflection
- Evidence of student learning
- Project evidence such as:
  - Portfolios
  - Artifacts
  - Videos
  - Web Design
  - Supervisor(s) Observations
  - Etc.

## Examples

Some examples might be:

- Integration of technology into daily instruction
- Development and implementation of strategies to help students with special needs
- Curriculum development for self, site or district
- Advanced educational degree/certification
- PLC

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III-P





III-Q

**SANTEE SCHOOL DISTRICT**  
**Alternative Evaluation System**  
**Mid-Year Reflection**

Name	Date
Site	Assignment/ Grade Level

Personal reflections:

Supervisor's reflections:

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Form Due: January 31

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**SANTEE SCHOOL DISTRICT**  
**Alternative Evaluation System**  
**Final Evaluation**

Name	Date
Site	Assignment Grade Level

Feedback and recommendations of supervisor (Include response to all of the project components):

Satisfactory\_\_\_\_\_ Unsatisfactory\_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Conference and Form Due: May 20

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# SANTEE SCHOOL DISTRICT

## Assistance Plan

### Purpose

The Assistance Plan is designed to provide teachers with specific needs a clear focus and assistance in their efforts to improve and strengthen their skills in teaching. The Santee School District Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

### Eligibility

Permanent Employees not meeting all six (6) standards as documented through the evaluation process.

### Desired Assistance Plan Outcomes

(Check all that apply)

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

### Evaluation Process

The final evaluation is an accumulation of data including, but not limited to:

- Classroom visitations
- Formal and informal observations
- Teacher/supervisor dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

### Mid-Year Evaluation

The mid year evaluation is an opportunity for teacher and supervisor to reflect on progress to date, identify areas of strength and make recommendations for further assistance. In addition to the data accumulated for the final evaluation, the mid year evaluation includes a formal conference between teacher and supervisor.

### Final Evaluation

The final evaluation is an opportunity for teacher and supervisor to reflect on progress for the year, identify areas of strength, and make recommendations for further growth. In addition to the data accumulated, the final evaluation includes a formal conference between teacher and supervisor.

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III-T

**SANTEE SCHOOL DISTRICT**  
**Certificated Evaluation**  
**Assistance Plan**

**Complete one (1) form for each area of concern**

Name	Date
Site	Assignment/ Grade Level

The Assistance Plan below identifies the area of concern:

Specific goal(s) for improvement:

Plan for assistance (includes strategies for teacher, timelines, resources or support):

Plan for monitoring progress:

Evaluation Criteria/Evidence of Standard attainment:

Standard:

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Implementation signatures:

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

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III-U

# SANTEE SCHOOL DISTRICT

## Formal Certificated Observation Assistance Plan

**To be completed at least four (4) times during the evaluation year**

Name		Date	
Site	Day: M T W Th F	Beginning Time	Duration of Observation
Lesson Objective		Subject of Activity Observed	

**Observed:** It is not anticipated that each area will necessarily be observed in any given observation. Check item if observed. Check specific elements if appropriate.

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Supervisor's comments:

Teacher's analysis and reflections of student learning:

Post conference comments: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee's signature does not constitute endorsement of evaluator's comments but acknowledges that an observation has taken place.

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**SANTEE SCHOOL DISTRICT**  
**Assistance Plan**  
**Mid-Year Evaluation**

Name	Date
Site	Assignment/ Grade Level

**Feedback and recommendations of supervisor:**

Satisfactory\_\_\_\_\_ Making Progress\_\_\_\_\_ Unsatisfactory\_\_\_\_\_

Teacher's Signature:\_\_\_\_\_ Date\_\_\_\_\_

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: \_\_\_\_\_ Date\_\_\_\_\_

Form due: January 31

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III-W

**SANTEE SCHOOL DISTRICT**  
**Assistance Plan**  
**Final Evaluation**

Name	Date
Site	Assignment/ Grade Level

**Feedback and recommendations of supervisor:**

Satisfactory\_\_\_\_\_ Making Progress\_\_\_\_\_ Unsatisfactory\_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date\_\_\_\_\_

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: \_\_\_\_\_ Date\_\_\_\_\_

Form due: May 20

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