

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
SAUSALITO MARIN CITY
SCHOOL DISTRICT
AND
SAUSALITO DISTRICT
TEACHERS ASSOCIATION**

Board Approved: June 4, 2026

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ARTICLE 1
AGREEMENT & TERM

1.1	1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement ("Agreement") by and between the Governing Board of the Sausalito Marin City School District ("Board") and the S.D.T.A./C.T.A./N.E.A. ("Association"), an employee organization.
1.2	1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
1.3	1.3 This Agreement shall remain in full force and effect from July 1, 2026 through June 30, 2028.
1.4	1.4 This contract is closed for the 2026-2027 school year, and subject to reopener negotiations for the 2027-2028 school year regarding Articles 6, 13 and 14 only.

ARTICLE 2
RECOGNITION

2.1	2.1 The Board recognizes the Sausalito District Teachers' Association/C.T.A./N.E.A. as the exclusive representative of the Certificated Employees unit.
2.2	2.2 The certificated employees unit consists of all Certificated Employees except the following positions: Superintendent, Building Principals, and day-to-day substitutes.
2.3	2.3 The parties recognize that the duties and work performed by members of the unit shall be performed only by unit members during the term of this Agreement.

ARTICLE 3
DEFINITIONS

3.1	3.1 “Certificated Employee” refers to any employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
3.2	3.2 “Day” is any day in which the District Office of the Sausalito Marin City School District is open for business.
3.3	3.3 “Negotiable Items” refers to those items found in Section 3543.2 of the “Act.”
3.4	3.4 “Negotiate in Good Faith” means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, records, data, work sheets, and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
3.5	3.5 “Paid Leave of Absence” means that a Certificated Employee shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits.
3.6	3.6 “Unpaid Leave of Absence” means that a Certificated Employee shall be entitled to the same benefits accorded Certificated Employees who are on paid leave, except wages, work credit and all fringe benefits.
3.7	3.7 “Duty Day” refers to the definition found in Article 6.1 of this contract.
3.8	3.8 “Immediate Family” refers to the definition found in Article 8.1.10 of this contract.
3.9	3.9 “Daily Rate of Pay” means the Certificated Employee’s annual salary divided by the number of days they are required by the Board to be present at school.
3.10	3.10 “Hourly Rate of Pay” means the daily rate of pay divided by 6.5 (length of workday excluding a 30 minute duty free lunch).
3.11	3.11 “They,” “their,” “them,” and “themselves” are herein used as both singular and plural pronouns. Some verbs often used as plural verbs may also be used as singular verbs.
3.12	3.12 “Minimum Day” refers to the definition found in Article 6.1.7.1.
3.13	3.13 “Minimum Day” refers to student dismissal times found at Article 6.1.9.2.

3.14	3.14 “Teacher Work Day” means that there are no students on campus.
3.15	3.15 “Staff Development Day” refers to a work day in which unit members attend District directed professional development.

ARTICLE 4
MAINTENANCE OF BENEFITS

4.1	4.1 The Board shall not reduce or eliminate any benefits or professional advantages provided for in this contract which were enjoyed by Certificated Employees as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.
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ARTICLE 5

GRIEVANCE PROCEDURE

5.1	5.1 Definitions
5.1.1	5.1.1 A “grievance” is an allegation by a grievant that they have been directly and adversely affected by a violation of the specific provisions of this Agreement.
5.1.2	5.1.2 A "grievant" is an employee or employees, including the Association or representatives thereof, making the allegation.
5.1.3	5.1.3 A "day" is any day in which the District Office of the Sausalito/Marin City School District is open for business.
5.2	5.2 Informal Conference And Resolutions
5.2.1	5.2.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with their immediate supervisor. Such informal conferences and resolutions shall not be considered part of the grievance process.
5.3	5.3 Formal Level 1
5.3.1	5.3.1 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present their grievance in writing to their immediate supervisor and the Association. Failure to file a formal grievance within the specified ten (10) days invalidates the grievance.
5.3.2	5.3.2 This written statement of the grievance shall be a clear, concise statement, the specific section of the Agreement allegedly violated, the circumstances involved, and the specific remedy sought. Grievance forms to be used as of December 1, 2005 are attached as Appendix C.
5.3.3	5.3.3 The immediate supervisor, after making such investigations as may be appropriate, shall communicate their proposed decision in writing to the grievant within ten (10) days after receiving the grievance. Failure to do so will result in an automatic appeal to the next level.
5.4	5.4 Formal Level II
5.4.1	5.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent, or designee, within five (5) days after receiving a decision from Level I. Failure by a grievant to appeal their supervisor's decision within the five (5) day limit shall be deemed an acceptance of the decision.
5.4.2	5.4.2 The appeal shall include a copy of the original grievance, the decision rendered by their immediate supervisor, and a clear, concise statement of the reasons for the appeal.

5.4.3	5.4.3 The Superintendent, or designee, shall communicate their decision in writing, to the grievant within ten (10) days after receiving the appeal.
5.5	5.5 Level III Mediation
5.5.1	5.5.1 Upon request of grievant and Association, grievance shall be referred to mediation. Mediator shall be provided by the State Mediation and Conciliation Service. Each party shall be responsible for their own costs except that the grievant and Association representative shall be entitled to reasonable release time for mediation. If mediator charges, the costs shall be split between the District and the Association.
5.5.2	5.5.2 Request for mediation must be in writing and served on the District within ten (10) days of the completion of Level II.
5.5.3	5.5.3 If mediation is not successful, the mediator shall issue a letter to both parties indicating the termination of mediation. The date of that letter is the date from which the appeal must be filed at Level W. (10 days)
5.5.4	5.5.4 The parties agree that mediation is confidential and the contents of mediation shall not be used in subsequent grievance proceedings or legal action.
5.6	5.6 Formal Level IV
5.6.1	5.6.1 In the event the grievant is not satisfied with the decision at Level III, they may, within 10 working days after receipt of the decision from the Superintendent or designee request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within 15 days of the receipt of the request from the grievant, may submit the grievance to arbitration. If not submitted by the Association, the decision at Level III shall be final.
5.6.2	5.6.2 The parties shall mutually agree upon an arbitrator. In the event they are unable to agree on an arbitrator within 10 days of the Association's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.
5.6.3	5.6.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts, and proposed decision. This report shall be sent to the Governing Board, the Association, the grievant, and the Superintendent. The cost of the arbitrator and the arbitration process shall be borne equally by the Association and the District.
5.6.4	5.6.4 The arbitrator's proposed decision shall be binding upon both parties.

5.6.5	5.6.5 Effective July 1, 2023, this agreement’s binding arbitration process applies to any unit member’s dispute regarding the existence or amount of the District’s claimed overpayment made to the unit member pursuant to the procedures for adjudicating wage overpayment disputes set forth in Education Code section 44042.5. The Education Code section 44042.5 requirements and protections for unit members are incorporated herein by reference and apply to adjudicating wage overpayment disputes pursuant to this agreement’s binding arbitration.
5.7	5.7 Rights of Teachers To Representation
5.7.1	5.7.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Governing Board against any grieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
5.7.2	5.7.2 A Certificated Employee may be represented at all stages of the grievance procedure by themselves, or at their option by a representative selected by the Association. If a Certificated Employee is not represented by the Association or its representative, the Association shall have the right to be present at all stages of the grievance procedure.
5.7.3	5.7.3 The Association either in its own behalf, or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher in a single building or teachers in more than one building at Level II.

ARTICLE 6

CONDITIONS OF EMPLOYMENT

6.1	6.1 The duty day for Certificated employees covered by this Agreement shall be six (6) consecutive hours and thirty (30) minutes per day, plus a thirty (30) minute duty-free lunch period and a relief period not to exceed ten (10) minutes. The work day for Certificated employees shall be seven (7) hours.
6.1.1	6.1.1 During the hours of employment, Certificated Employees shall remain on the school premises unless the Principal, or designee, is notified.
6.1.2	6.1.2 Elementary School Preparation Time A daily preparation period of forty (40) consecutive minutes will be provided to Certificated Employees in grades TK through 5. Certificated Employees working for less than a full contract shall be provided preparation time in proportion to their FTE, e.g. .5 FTE receives twenty (20) minutes.
6.1.3	6.1.3 Middle School Preparation Time Certificated Employees in grades 6 through 8 will have one (1) preparation period. When feasible, this preparation period shall be the length of one student class period and occur within the regular rotation of periods throughout the week. The forty (40) minutes of work time before the start of the school day are District directed, for example COST or IEP meetings, ILT, Data Analysis, Extended PLC, and/or parent meetings. If not feasible as determined by the District, the preparation period for Certificated Employees in grades 6 through 8 shall be the same as Certificated Employees in grades TK through 5.
6.1.3.1	6.1.3.1 Middle School Assignments Middle School unit members shall not be required to teach more than the advisory period and the 3 different grade-level content areas each trimester. Unit members shall be paid \$1,500 for each additional grade-level content area per trimester. For example, if the Unit member has an advisory period and three different grade-level content areas, e.g., 6th Grade ELA, 7th Grade ELA, 8th Grade ELA, and they are assigned Creative Writing, they will be paid the \$1,500 each trimester for teaching Creative Writing.
6.1.5	6.1.5 Students will not be in the classroom during the preparation period. Planning and preparation time where assigned shall be used for planning and preparation, and conferences with pupils, parents, and other teachers or administrators. Two of these preparation periods will be reserved to be used at the Employee's discretion. If a certificated employee does not get their preparation period, they will be paid for the time at a pro rata of their per diem rate.

6.1.6	6.1.6 Certificated employees covered by this Agreement shall be entitled to a minimum of a thirty (30) minute duty-free lunch period. This period shall be exclusive of any time required to escort students to lunch lines and of legally required passing time. At the TK-5 (elementary) schools, up to ten (10) minutes shall be provided for such passing time. The thirty (30) minute lunch period shall be an uninterrupted period of time.
6.1.7	6.1.7 The Principal, or designee, shall provide certificated employees with an agenda for the Faculty Meetings at least one (1) day before such a meeting is held and shall also permit Certificated Employees to place items on the agenda. The Principal, or designee, may provide professional development during Faculty Meetings. Certificated Employees of music, physical education, art, and the laboratory sciences, speech therapists, reading consultants, and special education Certificated Employees shall be provided with the same relief and duty-free lunch period as other Certificated Employees.
6.1.7.2	6.1.7.2 Minimum Days Certificated Employees shall participate in no more than three (3) hours of professional development, and up to two (2) hours of faculty meetings per month in addition to the above regular hours of employment. PLC Collaboration time will occur every Minimum Day from 3:00-4:00 p.m., unless there is a scheduled faculty meeting during that time. Teacher preparation time during Minimum Days shall be as follows: 1:15-2:00 p.m. for elementary school teachers; and 1:45-2:00 p.m. and 4:00-4:30 p.m. for middle school teachers. Professional Development (PD) shall be chosen according to the following protocol: - Two (2) hours of PD each month shall be chosen by Instructional Leadership Team and School Site Administration - One (1) hour of PD each month shall be chosen by District Administration On any month that there are 5 Wednesdays, the fifth Wednesday shall be used for professional learning communities (PLC) and teacher collaboration. On Minimum Days, Elementary school students shall be released at 1:15 pm, and Middle school students shall be released at 1:45 pm. After students are released, the remaining time shall be focused on PLCs, professional development, faculty meetings, teacher curriculum and data collaboration, student data review, and/or lesson/unit discussion and design.

	<i>Sample Schedule:</i> 1st Wednesday 1:15-2:00 Teacher Preparation (Elementary) 2:00-3:00 Faculty Meeting 3:00-4:00 PLC All 4:00-4:30 +1:45-2:00 Teacher Preparation (Middle) 2nd Wednesday 1:15-2:00 Teacher Preparation (Elementary) 2:00-3:00 PD 3:00-4:00 PLC All 4:00-4:30 +1:45-2:00 Teacher Preparation (Middle) 3rd Wednesday 1:15-2:00 Teacher Preparation (Elementary) 2:00-3:00 PD 3:00-4:00-Faculty Meeting 4:00-4:30 +1:45-2:00 Teacher Preparation (Middle) 4th Wednesday 1:15-2:00 Teacher Preparation (Elementary) 2:00-3:00 PD 1:45-2:00 and 3:00-3:30 Teacher Preparation (Middle)
6.1.8	6.1.8 Hours of employment for part-time Certificated Employees shall be assigned by the Superintendent.
6.1.9	6.1.9 In addition to the above regular hours of employment, Certificated Employees shall be required to work Back-to-School Night, Open House, and parent conferences. In addition, the Superintendent may call two (2) professional development meetings of one (1) hour each some time during the year. These meetings must be scheduled with four weeks written notice to certificated staff.
6.1.10	6.1.10 Compensation and other benefits for part-time Certificated Employees shall be prorated in proportion to the time worked.
6.1.11	6.1.11 Two (2) Minimum Days will be provided for Certificated Employees for the purpose of holding parent conferences at the first (fall) and third (spring) reporting period. Certificated Employees will be flexible when scheduling conferences in order to accommodate parents' schedules.
6.1.11.1	6.1.11.1 Minimum school days shall be in compliance with Ed Code section 46114. Minimum days shall be 240 minutes.

6.1.12	6.1.12 Calling for a Substitute All employees are required to give the District notice if they will be out for any portion of a work day. Such notice must be given no later than 6:00 a.m. of the day of the absence by calling into Frontline. In the event that the employee knows of the need to be absent in advance (for example, a planned medical appointment), the employee shall give as much notice as possible. It is the intent of the District to arrange for substitute coverage whenever a teacher is absent for all or a portion of a day. It is also understood that if it becomes apparent to an employee that they will either be late or not able to work after 6 a.m., they must call the dedicated phone line and contact the site principal. It is the intent of the District to provide a duty list to all employees of any staff who will be absent.
6.1.13	6.1.13 The District shall maintain a substitute pool of qualified substitutes. The district shall report to SDTA monthly of the names and contact information of teachers in the substitute pool.
6.1.16	6.1.16 When Certificated Employees are assigned to provide substitute coverage to parts of classes when no substitute employee can be scheduled, the pay which would have been paid to a daily substitute shall be paid proportionately to the Certificated Employees involved. Students shall be distributed in the fewest groups possible and in the most appropriate grade levels possible.

ARTICLE 7
LEAVES

7.1	7.1 Sick Leave
7.1.1	7.1.1 Bargaining unit members who are employed full time shall be entitled to ten (10) days of paid sick leave annually, commencing on the first day of employment. Unused sick leave shall be cumulative from year to year.
7.1.2	7.1.2 In addition to all sick leave entitlement that a unit member may accumulate within the District, they shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another school district as set forth in the Education Code.
7.1.3	7.1.3 Bargaining unit members who work less than full time shall be entitled to sick leave in the same ratio that their work bears to full-time employment.
7.1.4	7.1.4 The amount of sick leave accrued shall be given in writing to each unit member at the beginning of the school year but no later than September 10.
7.1.5	7.1.5 The unit member who has exhausted all paid sick leave and other paid leave shall receive 5 days of additional sick leave for use in a catastrophic illness/injury situation as set forth in Section 7.18.
7.1.6	7.1.6 Certificated employees on leave of absence without pay shall not lose accumulated sick leave. However, they shall not accrue sick leave for the period of absence.
7.1.7	7.1.7 Bargaining unit members shall notify the District Office before 6:30 a.m. on the day of absence.
7.1.8	7.1.8 Sick Leave Due to Maternity/Paternity Leave
7.1.8.1	7.1.8.1 A unit member shall be granted sick leave when required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom.
7.1.8.2	7.1.8.2 Upon verification of pregnancy, a Certificated employee shall inform their supervisor or Principal, by twelve weeks of said verification of pregnancy.
7.1.8.3	7.1.8.3 The length of the leave of absence will be for the period of actual disability as determined by the Certificated employee and the employee's physician. The Superintendent may require a physician's statement or other proof to be updated from time to time.
7.1.8.4	

7.1.8.5 7.1.9 7.1.9.1 7.1.10 7.1.11 7.2 7.2.1	7.1.8.4 A Certificated employee who is disabled due to pregnancy, miscarriage, childbirth, and recovery therefrom is entitled to use their accumulated disability or sick leave benefits and is entitled to other health or disability benefits as are received by other Certificated employees who are temporarily disabled employees. 7.1.8.5 A personal leave of absence, without compensation or other benefits, may be granted by the Governing Board in the event of pregnancy or recovery therefrom which does not require the employee to be absent from duties. In the event that a Certificated employee receives a personal leave of absence due to pregnancy prior to actual disability, the employee shall be entitled to transfer to disability or sick leave status and to receive the benefits thereof upon becoming disabled by pregnancy, miscarriage, childbirth, or recovery, but only if the personal leave was specifically requested for this reason and if the resulting disability was caused by pregnancy, miscarriage, childbirth and recovery therefrom. 7.1.9 Verification of Sick Leave 7.1.9.1 Verification of sick leave absence up to three (3) consecutive working days shall be made by the unit member through the filing with the office of the Superintendent of a signed statement explaining the cause of absence. In the event of the absence being more than five (5) consecutive working days, the employee shall file with the office of the Superintendent a statement signed by a physician to show cause of the absence unless waived by the Superintendent or their designated representative. The Governing Board reserves the right to authorize the Superintendent to request a physician's statement of an absence of three (3) days or less. 7.1.10 Family Sick Leave (AB1949) Leave may be used for personal injury or illness of the unit member or an immediate family member. Members of the immediate family, as used in this section, means the mother, father, father in law, mother in law, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister in-law of the employee, or any person living in the immediate household of the employee. In addition, an employee may designate a person who is related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify their "designated person" at the time the employee requests leave to care for that person, not to exceed one per year. 7.1.11 Sick leave may also be used for purposes relating to a unit member being a victim of domestic violence, sexual assault, or stalking. Unit members may utilize sick leave in one (1) hour increments. 7.2 Extended Illness Leave 7.2.1 Pursuant to Education Code section 44977, after all accumulated sick leave is exhausted and if a unit member continues to be absent from their duties on account of
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	illness or accident, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave; or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after all current and accumulated full paid sick leave has been exhausted. Unit members shall not be entitled to more than one five (5) month period per illness or injury. However, if a school year terminates before the five (5) month period for the same illness is exhausted, the unit member may take the balance of the five months during the subsequent school year.
7.3	
7.3.1	7.3 Industrial Accident and Illness Leave of Absence 7.3.1 Any employee of the District absent from duty due to industrial accident or illness as determined by state law shall be subject to the following requirements:
7.3.1.1	7.3.1.1 Allowable leave shall be for up to sixty (60) working days in any one fiscal year for the same accident.
7.3.1.2	7.3.1.2 Allowable leave shall not be accumulative from year to year.
7.3.1.3	7.3.1.3 Industrial accident or illness leave will commence on the first day of absence.
7.3.1.4	7.3.1.4 Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this state, exceed the normal wage for the day.
7.3.1.5	7.3.1.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
7.3.1.6	7.3.1.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7.3.1.7	7.3.1.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under provision grant sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provides for a full day's wage or salary.
7.3.1.8	

	7.3.1.8 During an industrial accident or illness leave of absence, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District in turn shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
7.4	
7.4.1	7.4 Exhaustion of Paid Leave 7.4.1 In the event a unit member is not able to return to work due to illness, injury and all paid leaves are exhausted, then the unit member shall be placed on a reemployment list pursuant to Education Code section 44978.1. Alternatively, the unit member may request and the District may grant an unpaid leave of specific duration.
7.5	
7.5.1	7.5 Personnel Necessity Leave 7.5.1 Accumulated sick leave may be used up to ten (10) days a year for personal necessity such as:
7.5.1.1	7.5.1.1 Bereavement in the immediate family (in excess of that provided for under Bereavement Leave).
7.5.1.2	7.5.1.2 Death outside the immediate family with the approval of the Superintendent.
7.5.1.3	7.5.1.3 Accident or illness involving the person or property of any certificated employee or member of their immediate family.
7.5.1.4	7.5.1.4 A compelling personal matter which cannot be done after work hours or which requires the immediate attention of the unit member.
7.5.1.5	7.5.1.5 Authorization from the Superintendent for such leave (except in cases of death, accident, or illness) must be made at least five (5) days in advance if possible. The District, through the Superintendent, reserves the right to determine what a personal necessity is. 7.5.1.6 Such leave may not be used to extend a school holiday, vacation, social event or convention related to a certificated employee's avocation or a work stoppage.
7.6	
7.6.1	7.6 Bereavement Leave 7.6.1 Leave of Absence Due to Death in Immediate Family Every person employed by a school district in a position requiring certification qualifications are entitled to a leave of absence, not to exceed five (5) days, on account of the death of any member of their immediate family or reproductive loss. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code provided by the Governing Board of the District. Members of the immediate family, as used in this section, means

	the mother, father, father in law, mother in law, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister in-law of the employee, or any person living in the immediate household of the employee. In addition an employee may designate a person who is related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify their "designated person" at the time the employee requests leave, which is limited to one per year.
7.7	
7.7.1	7.7 Personal Short-Term Leave Without Pay 7.7.1 Leaves of absence without pay may be granted by the Governing Board upon the recommendation of the Superintendent for a period not to exceed five (5) days in any one school year. This leave is not cumulative. Individual cases shall be evaluated and recommended by the Superintendent. This leave is for the purpose of permitting certificated employees to attend non-school connected meetings and to conduct necessary personal business. Benefits shall continue during this leave.
7.8	
7.8.1	7.8 Personal Long-Term Leaves Without Pay 7.8.1 The Governing Board reserves the right to specify the conditions under which long-term leaves may be granted for the following purposes: Study, restoration of health, disabilities in the immediate family or any other legitimate purpose. Such leaves are typically without pay and without benefits.
7.8.2	7.8.2 Excepting emergencies, no certificated employee will commence a long-term leave other than at the conclusion of a semester. The certificated employee granted a personal leave shall inform the Governing Board of their intent to return ninety (90) days in advance of the scheduled return date.
7.9	
7.9.1	7.9 Child Rearing 7.9.1 Upon request, the Board shall provide any certificated employee who is a natural or adopting parents an unpaid leave of absence for the purpose of rearing their child. Such leave shall remain in effect at least for the term granted not to exceed one (1) year. Such leave will be without benefits.
7.10	
7.10.1	7.10 Parental Leave 7.10.1 An employee may take a leave of absence as parental leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee, as follows: 7.10.1.1 When the employee has exhausted all available sick leave, and continues to be absent from their duties on account of parental leave the employee shall receive differential pay, calculated and paid as the difference between the daily substitute rate and the bargaining unit member's per diem rate of pay, or 50% of the bargaining unit member's

7.10.1.2	salary, whichever is greater for the remaining portion of the twelve (12) work weeks of parental leave.
7.10.1.3	7.10.1.2 An employee is not required to have 1,250 hours of service with the District during the previous twelve-month period in order to take parental leave under section
7.10.1.4	7.10.1.3 Parental leave under section 10.13 shall run concurrently with CFRA leave and an employee may take up to a total of twelve (12) weeks of parental leave. This leave may be taken intermittently. The minimum duration of the leave shall be two weeks, except that the District must grant a request for a leave of less than two (2) weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee. Each time an employee takes a parental leave, the remaining leave entitlement is any balance of the twelve (12) weeks that has not been used within one year of the birth or placement of the child with the employee.
7.11	7.10.1.4 Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust their sick leave from requesting and receiving up to twelve (12) weeks of unpaid leave for child bonding purposes under Family Care Leave provisions, so long as the employee qualifies for such leave.
7.11.1	7.11 Study Leave 7.11.1 The Governing Board shall grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one semester and a maximum of one school year. Such leave shall be without benefits.
7.11.1.1	7.11.1.1 A certificated employee shall apply to the Governing Board for such leave no later than eight (8) weeks before its anticipated commencement.
7.12	7.12 Court Appearances 7.12.1 Leaves of absence for jury duty or for court appearances as a witness, pursuant to subpoena will be granted without pay up to the difference between the certificated employee's regular pay and any amount they receive as a jury or witness fee, with the exception of travel and incidental expense reimbursements. The certificated employee shall endorse to the District all fees received for service under this section. The District in turn, shall issue the employee appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions.
7.13	7.13 Legislative Leave 7.13.1 Leaves of absence for political activities for the purpose of being a candidate for political office, or for holding public office will be arranged within the framework of the law.
7.14	

7.14.1	7.14 Sabbatical Leave 7.14.1 In accordance with the provisions of Article 7, Chapter 11, Division 7 of the Education Code of California, the Governing Board may grant sabbatical leaves of absence for one year or one semester. Unit members have the option to self pay benefits during this time period at no cost to the District.
7.15 7.15.1	7.15 Professional Leave 7.15.1 Exchange Teaching A permanent teacher may be granted leave by the District to serve as an exchange teacher. Such a leave shall not constitute a break in the continuity of service within the District. Such a leave will be on an unpaid basis, without benefits, and at no added cost to the District.
7.15.2	7.15.2 Foreign Teaching or Research A leave of absence may be granted a permanent teacher by the District for research or teaching under a nationally recognized fellowship approved by the State Board of Education, or for teaching in American Armed Services Dependents' Schools overseas. Such a leave shall not constitute a break in the continuity of service within the District. Such a leave shall be on an unpaid basis, without benefits, and at no added costs to the District.
7.15.3	7.15.3 Opportunity Leaves An opportunity leave may be granted by the District to a permanent teacher to accept a position that will benefit the district and/or the individual. A detailed description of the leave shall be submitted to the Superintendent. Such a leave shall not constitute a break in the continuity of service within the District. Such a leave will be on an unpaid basis, without benefits, and at no added cost to the District. Unit members have the option to self pay benefits during this time period at no cost to the District.
7.16 7.16.1	7.16 Reinstatement on Expiration 7.16.1 Upon the expiration of the leave of absence, the certificated employee to whom the leave of absence was granted, is entitled to reinstatement in the position they held at the time the leave of absence was granted them, if the position is still in existence, or to any other comparable existing vacant position for which they are qualified.
7.17 7.17.1	7.17 Miscellaneous 7.17.1 Employees on unpaid leave, such as health leave, may elect to continue to participate in group benefits and insurance programs at their own expense. The District may, at its discretion, provide health benefits to persons who are on health leave. 7.17.2 Upon request, the District may extend the teacher's health leave, child care leave, study leave, military leave, or professional leave for a maximum of one year. Any teacher who requests such an extension shall make an application no later than March 1st.
7.18	

7.18.1	7.18 Catastrophic Leave 7.18.1 Definition: "Catastrophic illness" or "injury" is a life-threatening or critical event which exceeds ten days (not necessarily consecutive days) which incapacitates the unit member or a member of the unit member's immediate family and which incapacity requires the unit member to take time off from work to provide direct care for that family member. In order to qualify for leave under this Article the unit member must have exhausted all of their sick leave and other credited time. Upon verified request the District shall circulate the form authorizing donation of such leave.
7.19	7.19 Reproductive Loss Leave A unit member shall be entitled to a maximum of five (5) days leave of absence following a reproductive loss without loss of salary. This leave must be taken within three (3) months of the reproductive loss event. Reproductive loss means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If a unit member experiences multiple reproductive losses, they may utilize a maximum of twenty (20) days of leave within a twelve (12) month period. If both parents suffering a reproductive loss are employed by the District, they are each entitled to utilize up to five (5) days of leave. Unit members may use available bereavement leave, accrued and available sick leave in cases of reproductive loss. If all other available leaves have been exhausted, the leave will be unpaid.

ARTICLE 8
CLASS SIZE

8.1	8.1. The following general education class size maximums shall be maintained: <table> <tr> <th>Grade or Subject:</th><th>Maximum</th></tr> <tr> <td>Transitional K</td><td>20</td></tr> <tr> <td>Combination Classes</td><td>20</td></tr> <tr> <td>Kindergarten</td><td>20</td></tr> <tr> <td>1st-5th Grades</td><td>22</td></tr> <tr> <td>6th - 8th Grades</td><td>25</td></tr> <tr> <td>Art</td><td>25</td></tr> <tr> <td>Physical Education</td><td>30</td></tr> <tr> <td>Instrumental Music</td><td>30</td></tr> <tr> <td>Other Electives (e.g., Foreign Language)</td><td>25</td></tr> <tr> <td>SLP Caseload (based on 1.0 FTE)</td><td>45</td></tr> <tr> <td>Resource (RSP) Caseload</td><td>25</td></tr> <tr> <td>Elementary School Learning Center</td><td>12</td></tr> <tr> <td>Middle School Learning Center</td><td>12</td></tr> </table> 8.2 When the aforementioned class maximum for a grade level or subject are reached, the following procedures will be followed: 8.2.1 When a TK-5 class sizes exceed, the maximum pupil contact per day set forth in Sections 8.1 unit members shall be compensated three hundred dollars (\$300) per trimester per student. 8.2.2 When a 6-8 cohort is exceeded, the maximum pupil contact per day set forth in Sections 8.1 unit members shall be compensated twenty dollars (\$20) per trimester, per student, per cohort. 8.2.1 If one (1) or more classes exceed the class size maximum by two (2) or more students and an adjustment is requested by the affected classroom teacher, a meeting will be held with the Superintendent, Principal(s), and teachers to review the structure and make an appropriate recommendation to the Superintendent for action. 8.2.2 Should no agreement be reached, the issue will then be submitted to the Governing Board for review and possible action. The decision of the Governing Board will be binding. 8.2.3 When restructuring classes and class assignments, Certificated Personnel already employed in the District will be given first consideration.	Grade or Subject:	Maximum	Transitional K	20	Combination Classes	20	Kindergarten	20	1st-5th Grades	22	6th - 8th Grades	25	Art	25	Physical Education	30	Instrumental Music	30	Other Electives (e.g., Foreign Language)	25	SLP Caseload (based on 1.0 FTE)	45	Resource (RSP) Caseload	25	Elementary School Learning Center	12	Middle School Learning Center	12
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Resource (RSP) Caseload	25																												
Elementary School Learning Center	12																												
Middle School Learning Center	12																												

8.2.4	8.2.4 When the average teacher/pupil ratio of all the kindergarten classes at one (1) school site reaches 20/1, a two (2) hour, five (5) day a week aide will be provided. This aide will be shared by all the kindergarten classes of that school site.
8.3	8.3 At no time shall the Transitional Kindergarten maximum be exceeded.
8.3.1	8.3.1 When ten (10) or more Transitional Kindergarten students are enrolled, these students shall be in a self-contained class and not in a combination class with Kindergarten students.
8.3.2	8.3.2 When twelve (12) or more Transitional Kindergarten students are enrolled, a full time assistant teacher (student success coach) will be employed to support this self-contained classroom.
8.4	8.4 When the student to teacher ratio of any Learning Center teacher caseload reaches 12:1, then one (1) aide will be provided to support the teacher's caseload.

ARTICLE 9
CERTIFICATED EMPLOYEE SAFETY

9.1	9.1 Safe Working Conditions
9.1.1	9.1.1 All unit members are required to report any unsafe or unhealthy working conditions or equipment of which they are aware. Unit Members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
9.1.2	9.1.2 Upon notification, the District shall take all steps it deems reasonable and necessary to correct any unsafe or hazardous conditions.
9.1.3	9.1.3 The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code section 6300 et.seq.) and regulations reflecting thereto (8 California Administration Code section 550, et. seq.).
9.1.4	9.1.4 A Unit Member may refuse any directions that they feel could reasonably endanger anyone's life, safety and/or welfare. No Unit Member may be required to perform duties that would or possibly could endanger one's life, safety and/or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the Unit Member has been pressed into service as a "disaster service worker" under Government Code 3100 by a person having the authority to command citizens in the execution of their duties. A Unit Member may refuse any direction by person(s) until adequate proof of their authority is provided.
9.1.5	9.1.5 In the event of an emergency school or District closure, including but not limited to a natural disaster, quarantine, or government order, Unit Members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate with the Association.
9.1.6	9.1.6 The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, first aid book, flashlight, basic first aid supplies, other items which may be unique to a work location, blankets, water, and food packages and other items as deemed necessary or determined necessary per County emergency preparedness requirements.
9.1.7	9.1.7 Each classroom and major work area shall have a telephone with monitored central office intercom service and an outside line. The P.A. shall be used only for emergency purposes or special announcements. Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of Unit Members.

9.1.8	9.1.8 With Unit Member participation, as determined by Unit Members at the site, the District Safety Committee direction and guidance, each work site shall have a Site Safety Committee, which shall develop and annually review its safety, health, and emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any unaddressed safety issues.
9.1.9	9.1.9 The District shall keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify Unit Members of the names of the chemicals used in advance of their use. The District shall apply them only at times when Unit Members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans reenter the affected area.
9.1.10	9.1.10 Each classroom shall be able to lock the door from the inside of the classroom. All classrooms shall have blinds or window coverings.
9.1.11	9.1.11 The District shall comply with appropriate legal code requirements, including but not limited to Education, Government, Health and Safety, Penal and Civil Codes relating to issues of assault on school personnel.
9.1.12	9.1.12 Unit Members assaulted or otherwise injured in connection to their employment shall be relieved from classroom duties for the time required to file law enforcement reports, to testify, etc. On the day of the assault or injury, the unit member has the option to be released from duty. This release day shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 8 - Leaves. In addition, the Unit Member will receive any medically required days off. A Workers' Compensation claim may be filed at this time.
9.1.13	9.1.13 Prior to the start of each school year, teachers will meet with the administration to review school rules, discipline procedures and safety issues. Teachers will have an opportunity to provide input before rules and procedures become final.
9.1.14	9.1.14 The District shall provide unit members with a school safety plan to be updated every year. The District will share the safety plan with unit members before the first day of school.
9.1.15	9.1.15 Unit members may refer to the appropriate administrator, a student(s) who are disruptive to the classroom instructional program. Should the student refuse to comply, the administrator shall be notified and appropriate action shall be taken to remove the student from the immediate environment. The unit member shall report the incident immediately to the administrator in charge or designee, who shall immediately report

9.1.16 9.2 9.2.1 9.2.2	the incident to the police (if appropriate), and notify the student’s parent, guardian or other responsible adult immediately. In addition, the unit member retains the right to notify the police directly. 9.1.16 Students involved in an assault, attack, harassment, or verbal threat against a unit member shall not be returned to the unit member’s class(es) until a meeting between the unit member, administrator and parent, if appropriate, is held and the consequences, which must include restorative practices, to the student(s) for the misconduct have been determined. 9.2 Communicable/infectious/pandemic diseases 9.2.1 Unit member(s) shall be notified regarding the nature of any suspected infection or contagious disease and the steps taken by the District deemed necessary, to protect the safety of the unit member(s) and students. Students suspected of having a contagious disease shall be sent to the school office. 9.2.2 The District shall comply with all applicable state and federal COVID-19 or other pandemic-related requirements including leave. The District shall issue guidance concerning the parameters of any related legislation. This guidance should be issued within 30 days of legislation going into effect.
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ARTICLE 10 TRANSFERS

10.1	10.1 Definitions
10.1.1	10.1.1 A "transfer" is a move of a Certificated Employee to a different assignment, grade level, subject area.
10.1.2	10.1.2 "Vacancy" is an unfilled full-time or part-time certificated position which cannot be filled by a temporary or substitute employee.
10.1.3	10.1.3 "Seniority" is established by the initial date of service to the District.
10.2	10.2 Announcement of Vacancies
10.2.1	10.2.1 At a district-wide meeting before May 20th, the staff shall be made aware of the proposed staffing pattern for the ensuing year. After that staff meeting, the staff may request in writing a change from their present position and assignment to any vacancies for the ensuing year within the District.
10.2.2	10.2.2 In addition, the Superintendent shall be responsible for informing the Association in writing and posting in all school buildings, a list of the vacancies, promotional positions, and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain a closing date for submitting requests for transfer, as well as requirements for position. No assignment to fill vacancies shall be made until after the closing date.
10.2.3	10.2.3 The District shall upon request by a teacher, notify that teacher during summer recess of any posted opening which may arise during the summer. The teacher's request must be in writing and must include a summer mailing address.
10.3	10.3 Transfers
10.3.1	10.3.1 Written request for transfer to a vacant position shall be filed by the employee with the Superintendent prior to the final filing date.
10.3.2	10.3.2 Transfer request forms shall be supplied by the District.
10.3.3	10.3.3 Receipt of the transfer request will be confirmed by the District within five (5) days.
10.3.4	10.3.4 All requests for transfer to fill a vacancy will be considered and selection made through the established selection procedures. All decisions with respect to requests for transfer shall be made on a reasonable basis.
	10.3.5 Upon request, the teacher shall be granted a meeting with the administrator to

10.3.5	discuss the reasons for transfer or the denial of transfer. The teacher may be accompanied by a representative if they so desire.
10.3.6	10.3.6 If a change of enrollment or funding requires a decrease in staff at a particular school or within a particular funded program, the District shall seek volunteers prior to making an involuntary transfer.
	10.3.7 Involuntary transfers shall not be punitive or disciplinary in nature.
10.3.7	
10.3.8	10.3.8 A Certificated Employee to be transferred shall be notified of said transfer within a reasonable time to allow said Certificated Employee to prepare for the new assignment. Unit members shall be given at minimum 4 hours of professional development related to their new assignment. The District shall pay for the movement of the unit member's classroom. The unit member shall receive 3 release days to pack, move and set up the new classroom in the event of an involuntary transfer.
10.3.9	10.3.9 Considerations 10.3.10.1 10.3.10.2 10.3.10.3 All teachers who transfer shall have an opportunity to observe the school and position being considered. Be guaranteed a reasonable working environment, student load, etc. Be provided with District transportation and assistance in the transferring of personal materials and property kept at the school, upon request. 10.3.11 No teacher shall be transferred for cause unless the Governing Board has fulfilled its obligation to evaluate such teacher in accordance with procedures outlined in Article 12, Teacher Evaluation.
10.3.11	

ARTICLE 11 EVALUATION

11.1	11.1 It is understood and agreed by the parties that their principal objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness to assist all certificated employees in improving their professional skills. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated.
11.2	11.2 Frequency
11.2.1	11.2.1 Every temporary, first and second year probationary employee shall be evaluated by the District, in writing, at least once each school year. Permanent employees shall be evaluated at least once every two (2) years.
11.2.1.1	11.2.1.1 For permanent employees who have been employed at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind (NCLB), and whose most recent evaluation has indicated they have met standards, shall upon agreement of the evaluator and evaluated have the evaluation made every three (3) years. Either the affected unit member or evaluator may withdraw consent at the beginning of a school year, no later than the end of the fourth week of that school year, thus returning the unit member to the cycle of being evaluated at least every two years.
11.2.2	11.2.2 Employees shall be evaluated by the Superintendent or Principal.
11.2.3	11.2.3 The evaluation shall be completed no later than thirty (30) calendar days before the last school day scheduled on the current school calendar.
11.3	11.3 Pre-Evaluation Meetings
11.3.1	11.3.1 Employees who are to be evaluated during the school year shall be furnished a copy of the evaluation procedures and forms no later than October 1.
11.3.2	11.3.2 The evaluation shall be in accordance with the current California Standards of the Teaching Profession (see D-1) as follows: 11.3.2.1 Engages and supports all students in learning. 11.3.2.2 Creates and maintains effective environments for student learning. 11.3.2.3 Understands and organizes subject matter for student learning. 11.3.2.4 Plans instruction and designs learning experiences for all students. 11.3.2.5 Assesses student learning. 11.3.2.6 Develops as a professional educator.
11.3.3	11.3.3 No later than October 15, employees to be evaluated will submit one (1)

	proposed goal developed from three (3) Key Elements in one (1) California Standard upon which they desire to be evaluated. The District may add one (1) goal developed from three (3) Key Elements from one (1) California Standard. The goals shall include specific objectives and time for completion. (Appendix D-1) The employee and District shall use the Professional Goals form. The employee shall pick from Standards 1-5 inclusive. See attached list of Standards and Key Elements. (Appendix D-2) 11.3.4 By November 1, employees shall meet with the Superintendent or Principal for an initial conference to review the goals, timetable for their completion and timelines for observations and formal evaluation.
11.4	
11.4.1	11.4 Observations And Visitations 11.4.1 Each Formal Evaluation shall be based on not less than two (2) formal classroom observations by the Superintendent or Principal of 30 minutes each. At least one formal observation shall be scheduled. For probationary employees, the first observation shall take place prior to December 15.
11.4.1.1	11.4.1.1 A scheduled observation shall be preceded by a conference between the Superintendent or Principal and the employee. The conference shall be at least two (2) working days prior to the observation. In preparation for the conference, the employee shall complete the Pre-Observation Conference Form. (Appendix D-3)
11.4.1.2	11.4.1.2 The purpose of the conference will be to clarify the goals and objectives of the class to be observed.
11.4.1.3	11.4.1.3 This provision does not preclude nonscheduled observations and/or informal classroom visitations as an additional basis for evaluation. However, any note or written information from these observations and/or informal classroom visitations will be shared with the teacher within ten (10) working days.
11.4.1.4	11.4.1.4 The evaluator shall not limit their evaluation of a certificated employee to the direct observation of such an employee, but may include data related to lesson plans and other pertinent information.
11.4.2	11.4.2 The Superintendent or Principal shall meet with the employee within eight (8) working days of a formal observation (whether scheduled or not) and provide a signed and dated Certificated Observation Report. (Appendix D-4)
11.4.2.1	11.4.2.1 At any post-observation conference, the Superintendent/Principal shall make recommendations for improvement in the areas deemed unsatisfactory, which may include in-service training and/or participation in conferences which shall be at District cost.

11.4.3	11.4.3 If one (1) or more of the Certificated Observation Reports indicates a need for improvement and/or unsatisfactory performance, the employee may request one (1) additional scheduled observation, conference, and Certificated Observation Report.
11.4.4	11.4.4 The certificated employee will receive a copy of all observations and evaluations.
11.4.5	11.4.5 The certificated employee's signature on any evaluation or observation only means that they have received said evaluation or observation on stated dates.
11.5	11.5 The Formal Evaluation (APPENDIX D-5)
11.5.1	11.5.1 The final written evaluation shall be of all six California standards and be delivered and discussed at a conference, scheduled specifically for that purpose, between the Superintendent or Principal and the employee.
11.5.2	11.5.2 The conference shall be held no later than thirty (30) calendar days prior to the last school day on the school calendar.
11.5.3	11.5.3 The Superintendent or Principal shall present the written evaluation and discuss its content with the employee. The employee shall sign the written evaluation, signifying receipt and awareness of the opportunity to attach a written response in accordance with Education Code 44031. The employee shall receive a copy of the written evaluation and the original shall be placed in the personnel file.
11.5.4	11.5.4 If the Formal Evaluation indicates a need to improve or unsatisfactory, an Improvement Plan shall be developed by the evaluator in consultation with the employee. The Plan shall not be limited to two standards. The Plan shall be implemented no later than the next school year.
11.5.4.1	11.5.4.1 The certificated employee's evaluator shall take affirmative action to develop an Improvement Plan to correct any cited deficiencies. Such "Plan" shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the certificated employee to visit and observe similar classes in other schools or other training opportunities. The evaluator shall consult with the employee prior to finalizing the Plan. The Plan shall be provided to the employee prior to the last school day for implementation during the next school year unless sufficient time remains in the current year.
11.5.5	11.5.5 No certificated employee shall be held accountable for any aspect of the educational program over which they have no authority.

ARTICLE 12
PAYMENT FOR STUDENT TEACHERS

12.1	12.1 The Governing Board's agreement with the college or university placing student teachers may provide that such college or university make payment to the student teacher's supervising teacher the cash amount due the District for each student teacher.
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ARTICLE 13
SALARIES, STIPENDS, AND EXTRA DUTY PAY

13.1	13.1 Notwithstanding paragraph 2 above, Certificated Employees who serve for one (1) full school semester shall receive not less than one-half the annual salary for their position.
13.2	13.2 The payroll period shall be defined as monthly, beginning with the first day of the month. Salary payments shall be made no later than the last day of the month. Certificated Employees are required to work during the payroll period.
13.3	13.3 Effective July 1, 2026, the Salary Schedules for unit members shall be increased by 3%.
13.4	Effective July 1, 2026, unit members shall receive a one-time off-schedule payment of \$1,500. 13.4 Effective July 1, 2026 the stipends shall be as follows (which where applicable shall be prorated for partial work performed): Yearbook (minimum 2x a month) \$2500 Clubs (minimum 1x a month) \$1000 Student Council (minimum 2x a month) \$2500 Teacher Induction Mentor \$2500 National Board Certification (Effective 7/1/22) \$3000 Student Teacher \$2500 Letters of Recommendation \$30 (per letter) Instructional Leadership Team (minimum 1x a month) \$1500 PBIS (minimum 1x a month) \$1000
13.5	Technology Site Lead (minimum 1x a month) \$3000 MLK Sports Teams \$1500 (per team)
13.5.1	Climate and Culture Committee (minimum 1x a month) \$1,000
13.5.2	13.5 Extra pay assignments shall be made annually by the District administration. 13.5.1 The District reserves the right to fill or not to fill assignments, based on the needs of the educational program.
13.6	13.5.2 The District reserves the right to establish new assignments and shall negotiate with the unit regarding the appropriate classification and rate of pay.
13.7	13.6 Beginning July 1, 2025, unit members shall be paid at a rate of \$55.00 per hour for extra duties.

13.8	13.7 Outdoor/Overnight Education Programs Unit members assigned and who agree to work with students on an educational program that involves an overnight stay shall be paid a stipend of \$250 for each overnight of the program. For assignments that begin or end on a non-work day (Saturday, Sunday or Holiday), the Unit Member shall receive their daily rate of pay for that day. 13.8 Initial Salary Schedule Placement Each unit member shall be placed on the appropriate step of their applicable salary schedule when initially employed with the District and granted year-for-year credit for previous verified, full-time teaching experience in Grades TK-8 up to twenty-one (21) years of full-time teaching experience effective with unit members hired on or after July 1, 2025. "Full time" experience means working at least seventy-five percent (75%) of the number of days school is in session in a single school year in a 1.00 FTE position or working in a combination of part time teaching assignments of at least .50 FTE per school year that when added together are equal to at least 1.00 FTE. Salary schedule column placement is based on degrees earned and units earned after either earning a Bachelor's Degree or a Master's Degree as follows: Unit members who hold only a Bachelor's Degree with less than fifteen (15) post Bachelor's Degree units shall be placed in the Bachelor's Degree (BA) column. Unit members who hold only a Bachelor's Degree shall be given credit for upper division and graduate units earned after the date of the Bachelor's Degree, and shall be placed in the following applicable column: BA + 15 Units BA + 30 Units or BA + Clear Credential BA + 45 Units BA + 60 Units BA + 75 Units Bargaining unit members who hold a Master's Degree and less than thirty (30) units earned after the date of the Master's Degree shall be placed in the Master's (MA) column. Bargaining unit members who hold a Master's Degree and at least thirty (30) units earned after the date of the Master's Degree shall be placed in MA + 30 units column. Initial step and column placement must be verified by the Superintendent or designee as follows. The unit member shall submit their transcripts and verification of experience to
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13.11	At the start of each school year, the Principal or designee shall have an application process for SDTA unit members to apply to perform extra duty student dismissal supervision work after student dismissal for fifteen (15) minutes per day. Up to three (3) SDTA unit members shall be selected as the primary unit members to perform such extra duty student dismissal supervision work. If a SDTA unit member is not selected as a primary unit member to perform the extra duty student dismissal supervision work, the Principal or designee shall place such unit members on an alternate list, and such unit members may be assigned to perform such extra duty work in the event a primary unit member is absent. Such SDTA unit members who perform the extra duty student dismissal supervision work shall be paid at 0.25 x the extra duty hourly rate (e.g., 0.25 x \$55 = \$13.75).
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ARTICLE 14
CERTIFICATED EMPLOYEES' BENEFITS

14.1	14.1 For all unit members, the District shall pay a maximum total equal to the annual cost of <u>single + 1</u> coverage under the Traditional Kaiser Plan through September 30, 2027. Thereafter any increases beyond that amount will need to be negotiated. The employee is required to participate in all of the plans listed below (1-5 inclusive). To the extent that premium costs exceed the District contribution, the unit member shall pay the difference in costs on a monthly basis by way of payroll deduction. To the extent the District maximum exceeds the cost of an employee's health insurance selection, the surplus will be used to help pay for the plans below. 14.1.1 Delta Dental 14.1.2 Vision Service Plan 14.1.3 CTA Group Life Insurance 14.1.4 CTA Group Disability Insurance 14.1.5 Medical coverage or provide proof of alternate coverage 14.1.6 An IRS 125 Plan is available to pay premium costs. 14.1.7 No amount of the District contribution may be taken in cash in lieu.
14.2 14.2.1	14.2 Property Damage 14.2.1 The District shall insure or reimburse teachers for any loss, damage, or destruction of personal property suffered while performing services for the District in accordance with the District's insurance policy then in force.
14.3 14.3.1	14.3 Part-Time Certificated Employees 14.3.1 Part-time Certificated Employees working half (1/2) time or more shall receive that portion of the employee benefits equal to their percentage of employment.

ARTICLE 15
CERTIFICATED EMPLOYEE TRAVEL

15.1	15.1 Schedules of Certificated Employees who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required, without their consent, to engage in inter-school travel of more than five (5) miles per day. Such teachers shall be notified of any changes in their schedules at least thirty (30) days prior to the proposed change.
15.2	15.2 Certificated Employees who may be requested to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the IRS approved rate.
15.3	15.3 Certificated Employees who use their personal cars for field trips or other business of the District shall receive the benefits provided in paragraph 2 above.
15.4	15.4 Travel assignments shall not be made to discipline Certificated Employees.
15.5	15.5 Certificated Employees who are covered by the provisions of the Article shall be entitled to preparation period, lunch, and relief time benefits in accordance with Article 6 of the Agreement.

**ARTICLE 16
WORK YEAR**

16.1

16.1 Effective July 1, 2026 the Certificated Employees' work year shall consist of one hundred and eighty-seven (187) days. One hundred and eighty (180) of these days will be instructional days. Three (3) days shall be for professional development (PD) prior to the start of school in August, which will include one half (0.5) day for Emergency Preparedness and Operations, and at least one half (0.5) day for District-directed teacher collaboration time aligned with the PD. Two (2) days shall be teacher work days (WD) for planning, preparation, and record keeping, which shall occur prior to the start of school in August. Two (2) days shall be for professional development during the school year: One (1) day will occur in the Fall, and one (1) day will occur in the Spring. The five (5) days of professional development shall be specified in the calendar prior to June 30th of each school year.

Sample Schedule:

August	August	August	August	August	Fall	Spring
PD	PD District-directed teacher collabora tion time	PD/Emergency preparedness and Operations	WD	WD	PD	PD

16.2

16.2 The Instructional Leadership Team (ILT) will meet with the Superintendent or designee no later than March 1st of each school year and schedule any professional development days for at least the following summers and school years. The Work Year/School Calendar, appended in Appendix B, is incorporated herein.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.1	17.1 Any individual contract between the Governing Board and a Certificated Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
17.2	17.2 Within thirty (30) days of ratification of the Agreement by both parties herein, the Governing Board shall have one (1) copy per Certificated Employee prepared and delivered to the Association for distribution to each teacher in the District.
17.3	17.3 Release Time for Negotiations No more than 15% of the certificated unit shall be released during work hours for negotiations with the understanding that the unit members' team shall be a minimum of two and a maximum of three unit members. Negotiations shall be held at times mutually agreeable to the District and the Association.

ARTICLE 18
DISTRICT RIGHTS

18.1	18.1 All matters not specifically enumerated are reserved to the District and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the District to consult with any Certificated Employees or Certificated Employee organization on any matter outside the scope of representation.
18.2	18.2 The District shall not make any rules or regulations pertaining to Certificated Employees inconsistent with this Agreement.

ARTICLE 19
CERTIFICATED EMPLOYEE RIGHTS

19.1	19.1 Certificated Employees shall have the right to become members of, and participate in, legitimate activities of Certificated Employee organizations. Conversely, Certificated Employees shall have the right not to become members of, nor participate in, such organizational activities.
19.2	19.2 SDTA/CTA/NEA shall inform the District in writing of the amount of dues to be deducted for Association members by July 30th.
19.3	19.3 The amount of union dues shall be pro-rated and deducted in equal amounts beginning with the month of September and continuing through the June payroll of each school year. The District shall disburse all such funds to the Association.
19.4	19.4 The authorization, terms, and rescission of dues deductions agreements are internal SDTA matters. The District will process and honor the terms of dues deduction agreements for all bargaining unit members who the union reports as having written authorizations.
19.5	19.5 Bargaining unit member requests for revocation of dues deduction authorizations must be directed to the union. The District will rely on SDTA's decision as to whether a revocation request is effective.
19.6	19.6 SDTA will indemnify the District against any claims made by an employee regarding payroll deductions made based on information provided by SDTA to the District.
19.7	19.7 Professional Attire All unit members recognize that they are role models for students and are responsible for maintaining professional standards of dress and grooming. During school hours, unit members shall wear clothing that demonstrates their regard for education and presents an image consistent with their job responsibilities. It is understood that dependent on the physical demands of a particular assignment, clothing may vary but in all instances, the clothing shall demonstrate regard for education and present a professional image.

ARTICLE 20
DEDUCTIONS FROM PAYROLL

20.1	20.1 The District shall deduct and transmit to the Association all authorized deductions from all Association members within the Unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the District and the Association. The written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless canceled in writing by the Certificated Employee.
20.2	20.2 The Association shall indemnify, defend, and hold the District harmless against any claims made or any lawsuit instituted against the District arising from its deduction for dues, insurance, or benefit programs of the Association.
20.3	20.3 Optional payroll deductions elected by the employees shall be deducted by the District. Such optional deductions must be initiated in writing by the Certificated Employee and shall remain in effect continuously until the District receives from the Certificated Employee written notice withdrawing the authorization for a particular deduction. Optional payroll deductions shall include, but are not limited to, tax shelter annuities, credit union, and insurance programs.

ARTICLE 21
PART-TIME AND SHARED CONTRACT EMPLOYMENT

21.1	21.1 Part-Time Employment
21.1.1	21.1.1 Definitions
	21.1.1.1 A shared contract is defined as one in which one (1) position is shared by two (2) Certificated Employees at no additional cost to the District.
22.1.1.2	22.1.1.2 A part-time contract position is defined as one in which a Certificated Employee agrees to less than a full-time position and a comparable reduction in salary and fringe benefits as a condition of employment.
21.1.2	21.1.2 Objective Part-time and shared positions are encouraged to provide more flexible staffing patterns to meet the individual needs of teachers and schools, and to minimize the required staff reductions due to declining enrollment. Part-time and shared positions are available to all Certificated Employees. However, preference will be based upon seniority and on those whose request for part-time or shared contract placement is submitted by the deadline.
21.1.3	21.1.3 Application Procedure
21.1.3.1	21.1.3.1 Written requests for part-time or shared contract should be submitted to the Superintendent by February 1st of the year part-time and/or shared contract assignment is requested. Exceptions to this date will be considered under unusual Circumstances.
21.1.4	21.1.4 Matching Requests And Assignments
21.1.4.1	21.1.4.1 Certificated Employees are encouraged to initiate requests for part-time/shared contract positions. The Superintendent will publish a list of positions which are available for part-time and/or shared contract employment based on requests received. Individuals requesting part-time or shared contract positions will be scheduled to meet with the administrators from the school where such a shared or part-time position exists, to develop suitable combinations.
21.1.5	21.1.5 Part-Time And Shared Contracts
21.1.5.1	21.1.5.1 Part-time and shared contracts shall be approved by the Governing Board, upon the recommendation of the Superintendent that said contracts are in the best interest of the District's educational program.
21.2	21.2 Shared Contracts
21.2.1	21.2.1 Persons sharing a contract must accept the responsibility of assuring the staff, administration, and parents of successful joint planning,

	communication among teachers and parents, and compatible classroom management.
21.2.2	21.2.2 Shared contracts will be issued reflecting all pertinent information concerning the assignments, description of subject/grade level, location, salary, and benefits. The shared contract will include a statement: "If you wish to review this shared position for the next school year, your written request must be filed in the Superintendent's office on or before February 1st of the school year to which this contract applies."
21.3.1	21.3.1 Full-time Certificated Employees opting for a reduction in time may, at their option, return to full-time employment the following year.
21.3.2	21.3.2 Certificated Employees intending to return to full-time status in September must notify the District of their intent to do so by February 1st of the year that they wish to return to full-time status.
21.3.3	21.3.3 Certificated Employees returning to full-time status will be entitled to the same rights as any other certificated staff member; namely, to indicate their preference at the time classroom assignment forms are circulated.
21.3.4	21.3.4 Certificated Employees whose initial contract was for less than full-time as a condition of employment may apply for full-time employment. The District is under no obligation to honor their request.
21.4	21.4 Compensation
21.4.1	21.4.1 A participant in the part-time position program shall receive a proportionate amount of the regular annual salary and prorated fringe benefits paid in equal monthly installments or a mutually agreed upon amount by the Certificated Employee and the District.
21.5	21.5 Time Requirement
21.5.1	21.5.1 The time requirement for a part-time position shall be proportionately based on a thirty-five (35) hour work week.
21.5.2	21.5.2 Persons in part-time positions will be required to attend one (1) "Back-to-School Night" and one (1) "Open House." Faculty meetings shall be attended at the request of the school Principal. Other duties and/or activities shall be prorated according to the relationship of the part-time Certificated Employee to the full-time Certificated Employee.
21.5.3	21.5.3 Part-Time and/or Shared Contract Person
21.5.4	21.5.4 The part-time and/or shared contract person who initially accepts

	employment on a part-time basis will be tenured for that same amount of employment, beginning with the fourth year of successful employment.
21.6 21.6.1	21.6 Part-Time Employment With Full Retirement Credit Employees Who Have Attained The Age of Fifty-Five (55) 21.6.1 Sections 44922, 2272 of the Education Code and Section 20185 of the Government Code are incorporated into this Agreement and supplemented as follows: 21.6.1 21.6.2 Annually, prior to February 15th, the Governing Board shall mail a letter to each Certificated Employee who will be eligible for part-time employment as of the commencement of the ensuing school year. Such a letter shall notify the teacher that they are eligible for the Early Retirement Program. Certificated Employees who are interested in participating in the program shall notify the District Office no later than March 1st.
21.6.3	21.6.3 Part-time/shared contract employees will earn a prorated credit towards retirement credit. A full year's retirement may be earned subject to the provision of the State Teachers Retirement Service and Education Code sections 13337.7 and 14009 which provide that: 21.6.2.1 A Certificated Employee must have reached age fifty-five (55) prior to the reduction in workload; 21.6.2.2 The Certificated Employee must have been employed full- time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment; 21.6.2.3 A Certificated Employee employed on a part-time basis shall receive the credit they would receive if they were employed on a full-time basis and have their retirement allowance, as well as any other benefits they are entitled to under this part, based on the salary that they and their employer both elect to contribute to the retirement fund the amount that would have been contributed if the Certificated Employee was employed on a full-time basis.
21.7 21.7.1	21.7 Priority 21.7.1 A shared contract or part-time position will be given priority consideration before new Certificated personnel are contracted on an hourly basis for a half year or more.

ARTICLE 22
STAFF DEVELOPMENT

22.1	22.1 Unit members are encouraged to take classes/course work which assist them in their assignments.
22.1.1	22.1.1 Any coursework used for credit in the salary schedule shall be paid for by the unit member and taken on time outside of work hours.
22.1.2	22.1.2 In the event that a unit member wishes to take coursework that shall not count towards salary schedule advancement, the unit member may seek District financial support. Such coursework must be taken outside of work hours. Requests for financial assistance must be submitted in advance of taking the course to the Superintendent. Such requests shall include a detailed description of the course and amount being requested. Such costs may include tuition expenses, books/supplies for class, travel mileage and room expenses. Each request will be reviewed on its own merits as it relates to the needs of the employee in their assignment, needs of the district, and value to improved student learning. Approval of any part of any request shall not act as precedent for other requests.

ARTICLE 23
SAVINGS

23.1	23.1 If any provision of the Agreement or any application thereof to any teacher is held to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision; but all other provisions or applications shall continue in full force and effect.
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ARTICLE 24
EARLY RETIREMENT INCENTIVE PROGRAM

24.1	24.1 Eligibility — Open to all certificated employees who:
24.1.1	24.1.1 Have thirteen (13) or more years of service in the District. 26.1.2 Must be the age of 55 on the effective date of their retirement. 26.1.3 Take a service retirement with STRS or PERS.
24.2	24.2 Incentive
24.2.1	24.2.1 The unit member may propose a retirement incentive that can be customized and meets the needs of the District and unit member and is agreed to between the District, unit member and Association. Such incentives can include 1) medical, dental and/or vision insurance premium paid by the District for a specified period of time; 2) cash payment; 3) part-time employment after retirement or any other incentive that is in the parties' interests.
24.3	24.3 Procedure
24.3.1	24.3.1 The unit member shall be afforded representation at all stages of these proceedings.
24.3.2	24.3.2 District shall notify unit members on or before the last day prior to December 15 of each year if it will offer an incentive program for that school year and the maximum number of participants who will be eligible. If more than the maximum apply, selection will be based on longest seniority in the District.
24.3.3	24.3.3 If offered, unit members shall submit a request for participation to the District in writing by February 1 of the school year prior to their retirement. A description of the type of retirement incentive requested shall be described.
24.3.4	24.3.4 The District administration, unit member(s) and Association shall finalize the details of the incentive during February.
24.3.5	24.3.5 If administratively finalized, the incentive will be forwarded to the Board for action at its regular March Board meeting.
24.3.6	24.3.6 The unit member's retirement shall be effective no later than June 30th of that year.

Signature Page

This Tentative Agreement is subject to ratification by the SDTA membership and approval by the Board of Trustees.

Dated:

SAUSALITO MARIN CITY SCHOOL
DISTRICT

SAUSALITO DISTRICT TEACHERS
ASSOCIATION

Superintendent

Board Approved: