

SBSD/SBTA 2020/2021 NEGOTIATIONS
SBSD Counter Proposal

Tentative Agreement – June 12, 2020 9:20am
For SBSD: Kathy Kessler, Courtney Goode
For SBTA: Neva Ayn Magalnick

Article 4
DEFINITIONS

4.1-4.5 Current Contract Language

4.6 “Immediate family” means the spouse of the unit member, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or of the spouse, or any relative living in the immediate household of the unit member.

The word “spouse” in this ~~article~~ contract shall also include any individual who qualifies as a registered domestic partner under California law.

Article 6

ASSOCIATION RIGHTS

6.1 Current Contract Language

6.2 The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service, and teachers' mailboxes for communication to teachers as well as district email for meeting notices and reminders. Copies of general notices and communications shall be given to the Administration at the approximate time of posting distribution. The Association shall not use the school/district mailbox and school/district bulletin board privileges provided in this section to defame or ridicule the Board or its agents, or any notice related to concerted activities, nor shall these privileges be used to present a partisan position in a local elective process in which the District is a party, unless mutually agreed to by the Board and the Association.

6.3 Current Contract Language

6.4 The Association shall have the right to select one (1) unit member representative to each Association/District joint committee and/or Task Force. An Association Task Force representative solely assigned to represent the Association shall be at no cost to the District.

6.5 The District shall provide the following release time for Association activities:

6.5.1 The Association president or other officer of the Association shall be provided release time up to five (5) days at no loss of salary or other benefits. When mutually agreed upon by both parties, the District shall provide release time for the Association president or officers.

6.5.2-6.6.3 Current Contract Language

Article 11

WORKDAY AND WORK YEAR

11.1 Except as modified herein, the workday for bargaining unit members shall be 7 1/2 hours per day, or 37 1/2 hours per week of school-based or related District service, including a duty-free lunch period of 45 minutes. The ~~teacher~~ unit member workday shall be structured and directed by the immediate Administrator in conformance with this Article. ~~Teachers~~ Unit members may be required, on an equitable basis, to provide lunch-duty supervision of students for any portion of the teacher lunch period described herein that exceeds 35 minutes.

11.2 Except on days of prior scheduled faculty and program meetings, the ~~teacher~~ unit member workday shall begin not later than 30 minutes before his/her first instructional assignment and shall conclude no sooner than 25 minutes after his/her last instructional assignment.

11.2.1-11.2.1.2.1 Current Contract Language

11.2.1.3 A unit member's required attendance at said District-wide committee meetings shall not exceed twenty (20) hours per year. Unless committee membership is directly related to a unit member's job assignment, a teacher in his/her first year or second year of ~~BTSA~~ teaching-California Teacher Induction (CTI) shall count ~~BTSA CTI~~ as his/her committee service.

11.2.1.3.1 Current Contract Language

11.2.1.3.2 ~~Task force rate will be paid to~~ Unit members who attend a specific committee in excess of 10 hours outside of the contracted workday shall be paid the Task Force Rate of pay.

11.2.1.4 For the purposes of this section, Site Committees will be defined as those dealing with activities and topics specific to one site or staff

that are not directly overseen by a district administrator. District-wide committees shall be defined as those dealing with activities and topics that involve more than one school, other than general or in-service type Professional Learning meetings involving more than one school.

11.2.1.5 ~~Members of the teaching staff who provide the training to new teachers outside the BTSA support structure, shall be compensated at the task force rate of pay provided said training occurs outside the regular 7 1/2 hour workday and also provided that said training is in addition to the 30 hours that the training teacher is responsible for under Section 11.2.1.2 above.~~

11.2.1.6-11.2.1.7 Current Contract Language

11.2.2 In addition to the basic workday described in item 11.1 above, unit members may be asked to voluntarily participate in a task force(s). Task forces are defined as activities and topics specific to a site and/or district-wide, and are overseen by a district/site administrator for a limited and specified amount of time. Voluntary task force participation is in addition to adjunct committee membership and is paid at the Task Force Rate of pay specified in Article 20, when conducted outside the workday.

11.3 In unusual instances of personal convenience, not provided for in the Leave Section of this Agreement, ~~bargaining~~ unit members may be allowed to deviate from the provisions of Section 11.2 above, provided that they receive prior approval of their immediate Administrator and provided that they render equivalent make-up time of school-based related service during the week in which the personal convenience need occurs, or if such in-week make-up is impossible, the time is made up during the week immediately preceding or following the personal convenience occurrence.

11.4 In order to accommodate school faculty meetings, the immediate Administrator may designate a specific day per week on which all ~~staff~~ unit members will render the 7 1/2 hour daily service requirement on the same daily schedule. Notwithstanding other

provisions of this Article, two such faculty meetings per month may, at the discretion of the immediate Administrator, extend the 7 1/2 hour workday by sixty (60) minutes before or after said 7 1/2 hour workday.

11.4.1 For faculty meetings before school, this time will begin no earlier than one hour and fifteen minutes before the start of the school day and will end promptly fifteen (15) minutes before the start of the school day.

11.5-11.6 Current Contract Language

11.7 ~~The teacher~~unit member work year, of not more than 185 days unless otherwise noted, shall be established annually by the Board of Trustees after consultation with the Association regarding the composition of the calendar.

11.8-11.11 Current Contract Language

11.12 Classroom teachers and Specialists (excluding District Nurses and District TOSAs) may ~~use~~ schedule a workday before each Progress Report is sent home/Conferences are held semester, totaling three (3) days per year to formulate and formalize student progress.

11.12.1 These days will not be scheduled on a District Professional Learning Day in which their attendance is required. Attendance at pre-existing Staff Meetings is required.

11.12.2 These days are granted on a prorated basis for job-shares and less than full-time teachers and Specialists.

11.12.3 Unit members who qualify for these days may choose to complete the specified tasks for these days on site, at another school site, district location or at home/private residence and remain accessible during work hours.

Article 12

TRANSFER AND VACANCIES

12.1 A transfer refers to any action by the District Superintendent or Board, which results in the movement of a bargaining unit member from one school site to another.

12.1.1-12.2.2 Current Contract Language

12.2.3 Transfer requests from existing personnel who meet the qualifications for the position sought shall be given consideration before applicants from outside the District are considered. This shall include all vacancies that occur at least ~~six (6)~~ five (5) working days prior to the first day of school.

12.2.4 When two or more qualified unit members submit a request for transfer to the same position, the District Superintendent, or his/her ~~designated representative~~, must include among those referred for consideration by the appropriate on-site Administrator, the applicant with the greatest seniority.

12.3-12.3.1 Current Contract Language

12.3.2 Determination of the person(s) to be involuntarily transferred shall be determined by the District Superintendent after giving consideration to the following:

12.3.2.1-12.3.2.5 Current Contract Language

12.4 Compensation for Voluntary or Involuntary Transfer

~~Effective July 1, 2016,~~ Unless otherwise compensated, at the daily substitute teacher rate, a teacher who is voluntarily or involuntarily ~~transferred~~ moved to another classroom at his/her school site shall receive one (1) day of compensatory time off. A teacher who is voluntarily or involuntarily transferred to another district facility shall receive two (2) days of compensatory time off.

12.5-12.5.1 Current Contract Language

12.5.2 Upon written request, an employee who is not granted a voluntary transfer request, or who is transferred involuntarily, shall be provided with an explanation of the District's Superintendent's final decision related thereto.

Article 14

LEAVES

14.1-14.1.4 Current Contract Language

14.1.5 ~~A unit member's leave will be computed in quarter hour increments (15 minutes) unless a substitute teacher is required. If a substitute teacher is required, a unit member's leave will be computed in half-day increments. Notwithstanding an emergency situation, a leave in quarter hour increments shall not impact other general education classrooms and teachers.~~

14.2-14.4.3 Current Contract Language

14.4.4 ~~For the purpose of this section, members of the immediate family include the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative person living in the immediate household of the employee.~~

"Immediate family" means the spouse of the unit member, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or of the spouse. This also includes any relative living in the immediate household of the unit member.

14.5-14.7.1.1 Current Contract Language

14.7.1.2 A unit member who voluntarily postpones required jury duty to a non-work period shall be

paid the daily substitute teacher rate for each day of jury duty actually served during said non-work period. Evidence of actual jury service (rather than telephone availability) shall be submitted to ~~Director, Human Resources~~ the Assistant Superintendent, Human Resources.

14.8-14.10.1.1 Current Contract Language

14.10.2 Base requirement to apply for a job-share position are: both teachers must be in permanent status; at least one of the partners must have taught the grade level/specific position; at least one of the partners must currently teach at the school site. Priority will be given to the job-share teams where both teachers are at the same site. Current full-time teachers will be considered before those returning from leave.

14.10.3-14.11.6.2 Current Contract Language

14.11.6.3 A unity member shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.

14.11.6.4 Current Contract Language

14.11.6.5 A unit member must have been employed at least 1 months from their initial date of employment, to qualify for the benefits under this section.

14.11.6.6-14.12.4 Current Contract Language

14.12.4.1 The employee must be a permanent full-time or part-time employee of the District.; ~~for the~~

~~purposes of this regulation, “permanent” is defined as two or more consecutive years of service in the District for classified and management employees, achievement of permanent status for certificated employees.~~

14.12.4.2 Current Contract Language

~~14.12.4.3 Both full and part time employees may donate, provided they have achieved permanent status as defined in this regulation.~~

14.12.5 Minimum/Maximum Donation

~~14.12.5.1 An eligible classified employee who wishes to make a donation must donate a minimum of eight (8) hours or one (1) day of sick or vacation and no more than forty (40) hours or five (5) days per year.~~

14.12.5.1 An eligible certificated ~~or management~~ employee who wishes to make a donation must donate a minimum of one (1) day of sick ~~or vacation leave~~ and not more than five (5) days per year.

14.12.5.2-14.12.7.1 Current Contract Language

14.12.7.2 An employee’s requests for Catastrophic Leave shall be reviewed and approved or disapproved by the Catastrophic Leave Governing Committee which shall be composed of five members: a ~~member of the Board of Education,~~ Assistant Superintendent Human Resources, a certificated administrator, a classified administrator, a certificated employee, and a classified employee. The Committee will be facilitated ~~chaired~~ by the ~~Director,~~ Human Resources

Secretary IV. ~~who shall serve as a non-voting member.~~

14.12.7.3 Governing Committee decisions will be made by consensus, when possible. When a consensus cannot be reached, governing decisions will be made on the basis of a majority vote; ~~four~~ three votes will constitute a majority.

14.12.7.4-14.13.4 Current Contract Language

14.14 Family Care Leave

14.14.1 A Unit member who has been employed one year as a regular certificated employee of the District, and who has worked at least 1250 hours in the previous twelve (12) month period of employment ~~with~~ with the District shall be eligible for Family Care Leave for up to twelve (12) work weeks within a twelve (12) month period.

14.14.2 Family Care Leave means leave for reason of:

The birth ~~of~~ or adoption of the unit member's child, or placement of foster child with the unit

To care for seriously ill child, spouse, parent, or the unit member's own serious health condition

14.14.3 When applicable, the District ~~may~~ may require that a unit member's request for Family Care Leave be supported by a certification, issued by a health care provider of the individual requiring care.

14.14.4-14.14.7 Current Contract Language

Article 17

SAFETY CONDITIONS OF EMPLOYMENT

17.1 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being.

17.2-17.4 Current Contract Language

17.4.1 Each school's Site Safety Committee will include at least one unit member. The committee shall develop and annually review the site's facility updates, safety plan, which includes mental and emotional well-being, and emergency preparedness plan. The plan shall be distributed to employees on or before the fourth Wednesday of October of each school year. This site committee will discuss and provide input regarding unique site-specific procedures.

17.5-17.8.3.3 Current Contract Language

17.9 Specialized Student Needs Procedures

17.9.1 The District / site administrator shall form a team which ~~may~~will include teachers, and may include nurse(s), counselor(s), psychologist(s), and other administrators or relevant parties to identify the types of specialized students' needs. Based on current student needs, the team will develop/arrange for the appropriate staff training related thereto at no cost to unit members.

17.10 Current Contract Language

Article 18

CLASS SIZE

18.1 Current Contract Language

18.2 If school-site grade level span ~~class size~~ or caseload exceeds the agreement of ~~numbers~~ as specified in Article ~~17.1~~ 18.1 for a period of thirty (30) days, the District shall implement one of the following options on or before day 31:

- ~~18.2.1~~ Re-assign or re-schedule students
- ~~18.2.2~~ Provide instructional aide assistance at no less than 60 minutes/day
- ~~18.2.3~~ Hire additional teachers.

Article 19

FRINGE BENEFITS HEALTH AND WELFARE BENEFITS

19.1 Benefits Cap: The District shall make an annual contribution paid on a tenths basis toward the payment of eligible unit members’ health and welfare benefit premiums (excluding vision, dental, disability income protection, and life) as stated below:

For 2019

- ~~a. Singleup to \$7,870.00~~
- ~~b. 2 Partyup to \$15,530.00~~
- ~~c. Familyup to \$17,634.80~~

Members who choose a medical plan more expensive than the employer contribution are responsible for the out-of-pocket difference.

~~For each year that follows, The District’s annual contribution for single, and 2-party, and family benefits shall increase to meet that year’s cost for medical benefits, not to exceed the maximum contribution cap of \$17,634.80.~~

Unit members will not be credited for any difference between the cost of their plan and the amount of the District’s contribution.

The employee shall authorize payroll deductions in the necessary amounts to cover excess cost beyond the District’s contribution.

19.1.2-19.2 Current Contract Language

19.3 Effective January 1, 2004, the following current miscellaneous insurance plans shall be offered per FTE and shall be reviewed during negotiations at least every three (3) years.

These plans were last reviewed in 2021.

19.3.1 ~~For Premium Year 2018,~~ The District shall cover the annual premium costs for the following insurance plans:

- a. Family Dental (PMI-Full Family)
- b. Delta Dental Premier (Employee + 1)
- c. Life and Accidental Death and Dismemberment (Hartford - \$100,000)

19.4-19.6.4 Current Contract Language

19.7 Except for the provisions of Section 14.10.5 above, a part-time unit member initially hired by the District for an assignment of at least 50% but less than 80% of full-time service, shall receive prorated District fringe benefit contributions ~~in~~ at the same rate as the part-time assignment bears to full-time service. A part-time Unit Member initially hired by the District for an assignment of 80% or more shall receive full benefits.

19.8 Current Contract Language

Tentative Agreement – June 8, 2021
For SBSB: Kathy Kessler, Courtney Goode
For SBTA: Neva Ayn Magalnick

Article 20

SALARIES

20.1 Effective July 1, ~~2019-2020~~, the salary schedule shall be increased by ~~2.44%~~ 2%.

20.2 The current task force rate shall be \$40.00-per hour. ~~effective July 1, 2018.~~

20.2.1 A member who is asked to present on behalf of the District shall be paid the presenter rate of \$55.00 per hour. ~~effective July 1, 2018.~~

20.3 Current Contract Language

20.4 Compensation stipends for unit members shall be paid provided all of the following conditions are met: (1) participation in the activities is required and directed by the immediate administrator; (2) the activities occur outside of the workday/work year; and (3) the time devoted to said activities exceeds the twenty (20) ~~thirty (30)~~-hour provision in Section ~~11.2.1.2.~~ 11.2.1.3.

20.5 The summer school pay rate shall be \$40.00 per hour effective July 1, ~~2018-2020~~ 2021. The total amount of compensation for a summer school assignment shall be based on the required days/hours for each program. The Summer School pay rate was negotiated in ~~2018-2021~~ and shall be reviewed during negotiations at least every three (3) years.

20.5.1 Current Contract Language

Tentative Agreement – June 12, 2020 10:15am
Tentative Agreement, as Amended on March 18, 2021 4:25pm
For SBSD: Kathy Kessler, Courtney Goode
For SBTA: Neva Ayn Magalnick

Article 21

BEGINNING TEACHER SUPPORT AND ASSISTANCE CTI: CALIFORNIA TEACHER INDUCTION

21.1 Beginning Teacher

21.1.1 In order to help new bargaining unit members successfully begin their careers in the District, all newly hired bargaining unit members with less than two (2) full years of fully credentialed teaching experience will be required to participate in the ~~BTSA Program~~ CTI. All bargaining unit members who possess a preliminary credential, intern credential, emergency credential, or other approved California provisional credential are required to participate in the ~~BTSA Program~~ CTI.

21.1.2 Unit members who the District designates as ~~are~~ BTSA CTI Support Providers, unless as a designated FTE position, shall receive the task force rate of pay for up to 40 hours for supporting one mentee and up to an additional 25 hours for supporting a second mentee. ~~provide approximately the same amount of service beyond the workday/work year as the North Coastal BTSA Consortium's Support Providers, and receive the same stipend as said providers.~~ If said service is for less than a full school year, the stipend amount shall be prorated accordingly.

21.1.3 A teacher in his/her first or second year of ~~BTSA~~ CTI shall count ~~BTSA~~ it as his/her district committee service unless otherwise specified as determined by ~~Article 11.2.1.2~~ 11.2.1.3

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Article 26

COMPLETION OF MEET AND NEGOTIATION

26.1 For the duration of this three-year agreement, there will be no further reopeners for year one ~~(2017-2018)~~ (2020-2021) and year two ~~(2018-2019)~~. For year two (2021-2022), only Article 19 - Health and Welfare – and Article 20 – Salaries – shall be opened. ~~In year three (2019-2020) SBSB and SBTA agree to reopeners in salary and benefits and two (2) Articles in the collective bargaining agreement.~~ In year three (2022-2023), both parties agree to reopeners in Article 19 – Health and Welfare – and Article 20 – Salaries - and two (2) Articles, for each party, in the collective bargaining agreement. To reopen negotiations for year two, the requesting party shall notify the other party in writing on or before October 1, 2021 for school year 2021-2022. To reopen negotiations for year three, the requesting party shall notify the other party in writing on or before April 1, 2019 2022 for school year 2019-2020 2022-2023.

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Article 27

TERM OF AGREEMENT

27.1 The term of this Agreement shall be for three (3) years effective July 1, ~~2017~~
2020 through June 30, ~~2020-2023~~. This Agreement shall remain in full force and
effect up to and including June 30, ~~2020~~ 2023 and thereafter shall continue in
effect unless either party shall notify the other in writing no later than April 1,
~~2020~~ 2023, of its request to modify, amend, or terminate the Agreement.

SIGNATURES

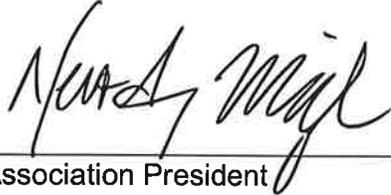
The signatures that follow indicate that the Board of Trustees and the Association have ratified this Agreement.



Assistant Superintendent, Human Resources



Date



Association President

June 14, 2021

Date