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**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

**AGREEMENT WITH**

**SADDLEBACK VALLEY EDUCATORS ASSOCIATION**

**JULY 1, 2023 – JUNE 30, 2024**

**Board Ratification: November 06, 2023**

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

TABLE OF CONTENTS

|     |  |    |
|-----|--|----|
| I   | RECOGNITION AGREEMENT                  |    |
|     | Parties to the Agreement .....         | 1  |
|     | Terms of Agreement .....               | 1  |
|     | Completion of Bargaining .....         | 2  |
|     | Savings .....                          | 2  |
| II  | DEFINITIONS                            |    |
|     | Certificated Hourly Rate of Pay .....  | 3  |
|     | Collaboration Model .....              | 3  |
|     | Co-teaching Model .....                | 3  |
|     | Daily Rate .....                       | 3  |
|     | Day .....                              | 3  |
|     | Domestic Partnership .....             | 3  |
|     | Employee .....                         | 3  |
|     | Evaluator .....                        | 3  |
|     | Grievance .....                        | 3  |
|     | Immediate Supervisor .....             | 3  |
|     | Immediate Family .....                 | 3  |
|     | Instructional Time .....               | 4  |
|     | Minimum Day .....                      | 4  |
|     | Personnel File .....                   | 4  |
|     | Release Time .....                     | 4  |
|     | Representative .....                   | 4  |
|     | Posting .....                          | 4  |
|     | Premium .....                          | 4  |
|     | Primary Contact Staff .....            | 4  |
|     | Reassignment .....                     | 4  |
|     | Seniority of an Employee .....         | 4  |
|     | Secondary .....                        | 4  |
|     | Special Education .....                | 5  |
|     | Transfer .....                         | 5  |
|     | Employee-Initiated Transfer .....      | 5  |
|     | Administrator-Initiated Transfer ..... | 5  |
| III | MANAGEMENT RIGHTS                      |    |
|     | District Rights .....                  | 6  |
|     | No-Strike Clause .....                 | 6  |
|     | Miscellaneous .....                    | 7  |
| IV  | ASSOCIATION AND INDIVIDUAL RIGHTS      |    |
|     | Association Rights .....               | 8  |
|     | Association Release Time .....         | 10 |
|     | Individual Rights .....                | 11 |
| V   | ORGANIZATIONAL SECURITY .....          | 13 |
| VI  | CLASS SIZE                             |    |
|     | Class Size Determination .....         | 15 |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |   |    |
|----|---|----|
| 1  | Health Services .....                         | 16 |
| 2  | Librarians .....                              | 17 |
| 3  | Special Education Assignments .....           | 17 |
| 4  |   |    |
| 5  | VII EVALUATION PROCEDURES                     |    |
| 6  | Purpose of Evaluations .....                  | 19 |
| 7  | Definitions for Purposes of the Article ..... | 20 |
| 8  | Evaluation System .....                       | 22 |
| 9  | Evaluation Timelines .....                    | 26 |
| 10 | Grievance/Appeals Procedures .....            | 27 |
| 11 | Complaints Against an Employee .....          | 28 |
| 12 | Evaluation Forms .....                        | 29 |
| 13 |   |    |
| 14 | VIII HOURS                                    |    |
| 15 | General Requirements .....                    | 30 |
| 16 | 40-Hour Week .....                            | 30 |
| 17 | Report Time .....                             | 30 |
| 18 | Freedom to Leave School.....                  | 30 |
| 19 | Non-Instructional Supervision.....            | 30 |
| 20 | Work Day .....                                | 31 |
| 21 | Minimum Days .....                            | 34 |
| 22 | Goal Setting .....                            | 35 |
| 23 | Secondary School English .....                | 37 |
| 24 | Secondary and Elementary School Writing ..... | 37 |
| 25 | Science Lab Coordinator .....                 | 38 |
| 26 | Work year .....                               | 38 |
| 27 | Elementary Grading/Progress Reports .....     | 39 |
| 28 | 7-12 Grading/Progress Reports .....           | 40 |
| 29 | Student Supervisory Responsibilities .....    | 40 |
| 30 | Duty Free Lunch .....                         | 41 |
| 31 | Meetings .....                                | 41 |
| 32 | Calendar .....                                | 41 |
| 33 |   |    |
| 34 | IX LEAVES                                     |    |
| 35 | General Provisions.....                       | 42 |
| 36 | Leaves of Absence Without Pay .....           | 42 |
| 37 | Professional Growth .....                     | 43 |
| 38 | Military Leave .....                          | 43 |
| 39 | Peace Corps Service .....                     | 43 |
| 40 | Maternity "Leave Without Pay" .....           | 43 |
| 41 | Child Rearing Leave .....                     | 44 |
| 42 | Legislative Leave .....                       | 44 |
| 43 | Professional Activities.....                  | 44 |
| 44 | Health Leave .....                            | 44 |
| 45 | Study Leave.....                              | 44 |
| 46 | Personal Leave.....                           | 45 |
| 47 | Other Leaves .....                            | 45 |
| 48 | TB Leave .....                                | 45 |
| 49 | Leaves With Pay .....                         | 45 |
| 50 | General Requirements.....                     | 45 |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |  |    |
|----|--|----|
| 1  | Sick Leave .....   | 46 |
| 2  | Donation of Sick Leave.....  | 48 |
| 3  | Maternity "Sick Leave" .....   | 50 |
| 4  | Paternity/Maternity Leave.....   | 50 |
| 5  | Family and Domestic Partner Illness .....                                      | 50 |
| 6  | Sick Leave for the Purpose of Caring for an Ill Family Member or               |    |
| 7  | Domestic Partner .....   | 50 |
| 8  | Bereavement .....  | 51 |
| 9  | Subpoena and Jury Leave.....   | 52 |
| 10 | Personal Necessity Leave .....   | 53 |
| 11 | Personal Leave.....  | 54 |
| 12 | Adoption Leave.....  | 55 |
| 13 | Industrial Accident/Illness Leave .....  | 55 |
| 14 | Sabbatical Leave .....   | 57 |
| 15 | Discretionary Leave.....   | 61 |
| 16 |  |    |
| 17 | X ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF PERSONNEL                          |    |
| 18 | Purpose of Assignment, Transfer and Reassignment.....                          | 63 |
| 19 | Assignment of Employees.....   | 63 |
| 20 | Employee-Initiated Transfer/Reassignment .....                                 | 65 |
| 21 | Administrator-Initiated Transfer.....  | 67 |
| 22 | Administrator-Initiated Transfer Due to Surplus Situation/School Closure ..... | 68 |
| 23 | Staffing New Schools .....   | 69 |
| 24 | Administrator-Initiated Reassignment of Employees.....                         | 69 |
| 25 | Miscellaneous .....  | 70 |
| 26 |  |    |
| 27 | XI SAFETY .....  | 71 |
| 28 |  |    |
| 29 | XII GRIEVANCE PROCEDURE  |    |
| 30 | Definitions .....  | 72 |
| 31 | Informal Conference .....  | 72 |
| 32 | Process of a Grievance.....  | 72 |
| 33 | Level 1 – Immediate Administrator .....  | 72 |
| 34 | Level 2 – Superintendent or Designee .....                                     | 73 |
| 35 | Level 3 – Binding Arbitration.....   | 73 |
| 36 | Other Provisions .....   | 75 |
| 37 |  |    |
| 38 | XIII REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT                              |    |
| 39 | CalSTRS Reduced Workload Program.....  | 78 |
| 40 | Voluntary Early Retirement .....   | 80 |
| 41 | Plan C.....  | 80 |
| 42 | Health Benefits for Retirees .....   | 81 |
| 43 | Employee Eligible for STRS Service Retirement .....                            | 82 |
| 44 |  |    |
| 45 | XIV PROFESSIONAL SUPPORT PROGRAM   |    |
| 46 | Definitions for Purposes of this Agreement.....                                | 84 |
| 47 | Professional Support Program .....   | 84 |
| 48 | Qualifications of the PSP Mentor .....   | 86 |
| 49 | Application and Selection of PSP Mentor .....                                  | 86 |
| 50 | Assignment of PSP Mentor .....   | 87 |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |  |     |
|----|--|-----|
| 1  | Compensation.....  | 88  |
| 2  |  |     |
| 3  | XV PROFESSIONAL GROWTH   |     |
| 4  | General Provisions.....  | 89  |
| 5  | Professional Growth Activities.....                              | 89  |
| 6  | Procedure .....  | 90  |
| 7  |  |     |
| 8  | XVI SPECIAL TEACHING SITUATIONS                                  |     |
| 9  | Special Education Assignments.....                               | 92  |
| 10 | Summer School Assignments .....                                  | 92  |
| 11 | Guidance Specialists .....                                       | 92  |
| 12 | 4-6 Instrumental and General Music .....                         | 93  |
| 13 | “Full Inclusion/Severely Disabled” Assignment .....              | 94  |
| 14 | Training .....   | 95  |
| 15 |  |     |
| 16 | XVII INSURANCE SCHEDULE  |     |
| 17 | Insurance Programs.....  | 96  |
| 18 | Insurance Program Coverage .....                                 | 99  |
| 19 | Retirement Insurance Benefits, See Article XIII, Retirement..... | 99  |
| 20 | Tax Sheltered Annuities .....                                    | 99  |
| 21 | Termination of Insurance Benefits .....                          | 99  |
| 22 | Coverage of Employees on Paid Leave .....                        | 99  |
| 23 | Members on Unpaid Leave .....                                    | 99  |
| 24 |  |     |
| 25 | XVIII SALARY AND ECONOMIC BENEFITS                               |     |
| 26 | Primary Salary .....   | 100 |
| 27 | Experience Credit .....  | 100 |
| 28 | Anniversary Increments Credit .....                              | 101 |
| 29 | Graduate Semester Units .....                                    | 101 |
| 30 | Verification of Employee Salary .....                            | 102 |
| 31 | Remuneration for Appropriate Units .....                         | 102 |
| 32 | Inservice Credits .....  | 102 |
| 33 | Professional Growth Committee .....                              | 103 |
| 34 | Purposeful Travel .....  | 103 |
| 35 | Credit for Writing Grants .....                                  | 103 |
| 36 | Extra Duty Pay Schedule .....                                    | 103 |
| 37 | General Information.....   | 103 |
| 38 | Posting Extra Duty Position.....                                 | 103 |
| 39 | Payment for CIF Post Season Play.....                            | 104 |
| 40 | Voluntary or Non-Paid Positions .....                            | 104 |
| 41 | Authorized Positions for Sports Programs.....                    | 104 |
| 42 | Authorized Positions for High School Coordinators.....           | 107 |
| 43 | Hiring for Coaching Positions .....                              | 107 |
| 44 | Hiring Elementary Chorus Positions.....                          | 108 |
| 45 | Scheduled Categories.....  | 108 |
| 46 | Category 1.....  | 108 |
| 47 | Category 2.....  | 109 |
| 48 | Category 3.....  | 109 |
| 49 | Category 4.....  | 109 |
| 50 | Definitions .....  | 109 |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |   |          |
|----|---|----------|
| 1  | Method of Payment of Mid-Year Salary Increase.....                  | 110      |
| 2  | Extra Duty Pay Schedule .....                                       | 112-118  |
| 3  | Miscellaneous .....   | 118      |
| 4  | Category 5.....   | 119      |
| 5  | Category 6.....   | 120      |
| 6  | Category 7.....   | 121      |
| 7  | Category 8.....   | 122      |
| 8  | Category 9.....   | 122      |
| 9  | Beginning Teacher Salary.....                                       | 122      |
| 10 | Primary Salary Schedule, effective July 1, 2023 .....               | 123      |
| 11 | Salary Schedule .....   | 124      |
| 12 | Full-Time Certificated Adult Education Salary Schedule.....         | 125      |
| 13 | Salary Schedule, effective July 1, 2023 .....                       | 125      |
| 14 |   |          |
| 15 | XIX TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS                       |          |
| 16 | Partnership Teaching Assignment .....                               | 126      |
| 17 | Partial Assignments in Grades 7-12.....                             | 129      |
| 18 |   |          |
| 19 | SIGNATURE PAGE.....   | 130      |
| 20 |   |          |
| 21 | APPENDIX A SVPSA CONTRACT   |          |
| 22 |   |          |
| 23 | APPENDIX B Class Size Compliance Chart, Grades K-6, 2023-2024 ..... | i        |
| 24 | Class Size Compliance Chart, Grades 7-8, 2023-2024 .....            | ii       |
| 25 | Class Size Compliance Chart, Grades 9-12, 2023-2024 .....           | iii      |
| 26 |   |          |
| 27 | APPENDIX C Annual Personal and Professional Goals.....              | iv-v     |
| 28 |   |          |
| 29 | APPENDIX D CA Standards for the Teaching Profession.....            | vi       |
| 30 | Certificated Evaluation Form.....                                   | vii-viii |
| 31 | CA Standards for the Teaching Profession Non-Classroom .....        | ix       |
| 32 | Certificated Evaluation Non-Classroom Assigned Form .....           | x-xi     |
| 33 | CA Standards for the School Counseling Profession.....              | xii      |
| 34 | Guidance Specialist/Counselor Evaluation Form .....                 | xiii-xiv |
| 35 | National Standards for School Nurse Profession .....                | xv       |
| 36 | Certificated School Nurse Form .....                                | xvi-xvii |
| 37 |   |          |
| 38 | APPENDIX E Grievance Report.....                                    | xiii     |
| 39 | Response to Grievance .....   | xix      |
| 40 | Grievance Appeal Form .....   | xx       |
| 41 |   |          |
| 42 |   |          |
| 43 | INDEX.....  | xxi-xxix |
| 44 |   |          |
| 45 | MOUs/Side Letter Agreements/Tentative Agreements                    |          |
| 46 |   |          |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE I: RECOGNITION AGREEMENT

Section 1. Parties to the Agreement

- A. The Saddleback Valley Unified School District ("District") recognizes the Saddleback Valley Educators Association ("Association"), affiliated with the California Teachers Association/National Educators Association, as the exclusive representative for purposes defined in Section 3540.1 (e) of the California Government Code.
- B. The following certificated employees shall be members of the bargaining unit: Temporary, Probationary, and Permanent Classroom Teachers, Guidance Specialists and all other certificated employees excluding Counselors, Psychologists, Speech and Language Specialists, Substitute Teachers, and those positions designated per Government Code Section 3540.1 as Supervisory, Confidential, and Management employees.
- C. The Association agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit, either as to the specific exclusions or the enumerated inclusions, prior to June 30, 2012 or the duration of any subsequent contract.
- D. This Agreement shall remain in full force and effect from July 1, 2023 up to and including June 30, 2024. Each party agrees to notify the other of the intent to reopen negotiations sixty (60) calendar days prior to sun-shining proposals. In the event that a contractual issue of immediate or pressing concern arises during the period of this Agreement, the parties agree to meet for the purpose of negotiating a resolution to said issue.
- E. When timely notice is provided in Section 1.D of this Article, it is expressly understood that the Association and the District shall meet and negotiate on matters within the scope of representation. The scope of representation shall expressly include: wages, hours of employment, health and welfare benefits as defined by Section 53200 of the Government Code, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances.

Section 2. Terms of Agreement

- A. It is understood and agreed that the specific provisions contained in this Agreement

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE I: RECOGNITION AGREEMENT

1 shall prevail over District practices and procedures, past and present, and over State  
2 laws to the extent permitted by the law, and that in the absence of specific provisions  
3 in this Agreement, such practices and procedures by the District are discretionary.

4 B. Completion of Bargaining

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

9 C. Savings

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

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE II: DEFINITIONS

- 1 A. "Certificated Hourly Rate of Pay" shall be .10904% of the primary salary factor.
- 2 B. "Collaboration Model" is where content teacher is supported by a special education  
3 teacher or instructional aide.
- 4 C. "Co-teaching Model" is two equally credentialed teachers, one content and one special  
5 education.
- 6 D. "Daily Rate" or "per diem rate" shall be the employee's annual salary divided by 184  
7 days for the balance of the contract.
- 8 E. "Day" is defined as a day in which the District office is scheduled to be open.
- 9 F. "Domestic Partnership" means both persons have filed a Declaration of Domestic  
10 Partnership with the Secretary of the State of California pursuant to Section 298 of the  
11 Family Code and for whom that partnership is still valid.
- 12 G. "Employee" shall mean those certificated persons for whom the Association is  
13 recognized as the exclusive representative and is covered by the terms and provisions  
14 of this contract.
- 15 H. "Evaluator" means the immediate supervisor or the individual who is not a member of  
16 the bargaining unit designated by the immediate supervisor to evaluate the employee's  
17 performance.
- 18 I. "Grievance" is a formal written allegation that there has been a misapplication of a  
19 specific provision of this Agreement.
- 20 J. "Immediate Supervisor" is the principal or other management employee of the District  
21 having immediate jurisdiction over the employee and who has been designated to  
22 adjust a grievance.
- 23 K. "Immediate Family" means the employee's spouse or domestic partner, and the  
24 mother, mother-in-law, mother of the domestic partner, father, father-in-law, father of  
25 the domestic partner, sister, brother, grandmother, or grandfather of the employee, the  
26 employee's spouse or the employee's domestic partner, former guardian, grandchild,  
27 son, son-in-law, daughter, daughter-in-law of the employee, the employee's spouse or  
28 employee's domestic partner living in the immediate household of the employee, step-

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE II: DEFINITIONS

- 1 mother, step-father, a step-child, or step-grandchild. A person who has served for an  
2 extended period of time in the capacity of the parent but not designated as a legal  
3 guardian will be considered as a member of the immediate family.
- 4 L. "Instructional Time" means the amount of time in the regularly scheduled day of  
5 instruction including class periods and passing time, excluding nutrition break, recess,  
6 or any other release time.
- 7 M. "Minimum Day" means the amount of instructional time at the applicable grade level  
8 required to receive state funding for students in attendance.
- 9 N. "Personnel File" means the file supervised and maintained by the manager of the  
10 Certificated Human Resources at the District's central office.
- 11 O. "Release Time" means the time that an employee is released from regular duties  
12 without loss of pay to perform District-approved activities as provided for in the  
13 Agreement.
- 14 P. "Representative" means a person(s) selected by the employee or Association to  
15 represent that employee or Association.
- 16 Q. "Posting" means notification of an available position in the District's website.
- 17 R. "Premium" means the actual costs of all voluntary Benefits paid by the district including  
18 medical, dental and vision insurance plans.
- 19 S. "Primary Contact Staff" means that employee who has direct responsibility for the  
20 education and supervision of students assigned to him/her.
- 21 T. "Reassignment" means the movement of a K-6 employee from one grade  
22 level/program to another grade level/program within the same school, or a 7-12  
23 employee from one department to another department within the same school.
- 24 U. "Seniority of an Employee" shall, for the purposes of this Agreement only and for no  
25 other purposes, mean the first date of paid service in a probationary position in the  
26 District. An authorized leave of absence shall not constitute a break in service.
- 27 V. "Secondary" means those schools which have the teaching responsibility for students  
28 in Grades 7 through 12.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE II: DEFINITIONS

- 1 W. "Special Education" per Section 56031 of the Education Code is defined as specially  
2 designed instruction to meet the unique needs of individuals with exceptional needs  
3 whose educational needs cannot be met with modification of the regular instructional  
4 program as agreed to on an Individualized Education Program (IEP).
- 5 X. "Transfer" means the movement of an employee, either employee-initiated or  
6 administrator-initiated, from one school or geographical location to another school or  
7 geographical location.
- 8 Y. "Employee-Initiated Transfer" means a transfer which is requested by an employee in  
9 writing on a form designating the request as an employee-initiated request.
- 10 Z. "Administrator-Initiated Transfer" means a transfer of an employee which is  
11 initiated by the immediate supervisor or the Superintendent or his/her  
12 designee.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE III: MANAGEMENT RIGHTS

Section 1. District Rights

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

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

Section 2. No-Strike Clause

A. Responsibilities of the Association and Educators: It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing (either primary or sympathetic) or recognition of such picket lines, or refusal or failure to fully and faithfully perform job function and responsibility, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement. It is expressly understood that in the event this subsection is violated by the Association, or any of its officers, agents, or members acting under cover of authority of the Association, the District shall have the right to withdraw any of the rights, privileges, or services provided to the Association under the terms of this Agreement.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE III: MANAGEMENT RIGHTS

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

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

6 Section 3. Miscellaneous

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

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

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

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

ARTICLE IV: ASSOCIATION AND INDIVIDUAL RIGHTS

Section 1. Association Rights

- A. No employee shall suffer any reprisal because of legal or ethical Association activity or refusal to engage in such activity provided such activity is not in violation of this Agreement.
- B. The Association and its members shall have the right to make use of buildings under the control of the District in accordance with the provisions of Education Code Section 40040 (Civic Center Act), as determined by governing board policy.
- C. The District will furnish the Association with non-confidential information requested, such as budgetary information, staffing ratios, etc. Access to non-confidential information shall be provided in the manner governed by law. Information requested will be given within a time constraint which is reasonable.
- D. The District will furnish the Association with a complete agenda for each regular meeting of the Board of Education, excluding executive sessions, Rodda Act sessions, and personnel items. Agendas will be furnished at least 48 hours before regular Board meetings.
- E. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board in each school in the District. The Association may use employee mail boxes for communication to employees.
- F. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that there shall be no interruption or interference with activities conducted in conformance with the purpose for which the school exists.
- G. The Association shall be granted no fewer than sixty (60) consecutive minutes of time to meet with newly hired Bargaining Unit Members at the voluntary New Certificated Employee Orientation. The District shall inform the Association of the date of the voluntary New Certificated Employee Orientation prior to May 15; the Association shall notify the Assistant Superintendent, Human Resources as to the preferred time prior to the last teacher work day of the school year. The Association shall choose time

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

ARTICLE IV: ASSOCIATION AND INDIVIDUAL RIGHTS

1 immediately before or following the lunch break. In the event a voluntary New  
2 Certificated Employee Orientation is not held or the new employee does not attend,  
3 this same amount of time for meeting with newly hired Bargaining Unit Members shall  
4 be provided as part of the District Orientation Day, exclusive of the meeting time as  
5 identified in Article 8, Section E.10.a, if requested by the Association. The time shall  
6 be mutually agreed to by the District/Site Administrator and the Association/SVEA Site  
7 Rep. It is understood that employee attendance is voluntary during the Association  
8 allotted time.

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

13 I. The District shall notify the Association and post on line copies of proposed policies at  
14 the time they first go to the Board of Education within a regular agenda. The  
15 Association representative will have the responsibility for dissemination of said  
16 proposed policy. All District board policies are available for an employee's review on  
17 the District website.

18 J. The Association building representative or his/her designee will be a member ex-officio  
19 of the principal's deliberative body.

20 K. Unless there is an emergency, the District shall refrain from scheduling District-called  
21 or principal-called meetings involving the teaching staff on Tuesday after the regular  
22 school day, making this time available for meetings of the Association.

23 L. The District shall grant a reasonable amount of release time for members of the  
24 Association as designated by the President for the purpose of meeting and negotiating  
25 during the six months prior to the expiration of this contract. These days shall be  
26 scheduled by mutual agreement in advance between the District and the Association.

27 M. Name, address, phone numbers, and personal email (if available) of all bargaining unit  
28 members shall be provided to the Association no later than ten (10) days after the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

ARTICLE IV: ASSOCIATION AND INDIVIDUAL RIGHTS

1 Board date of final action.

2 N. The Association Building Representative, upon request, shall be granted a minimum of  
3 ten minutes at the conclusion of regular faculty meetings for Association  
4 announcements.

5 O. Association Release Time

6 1. The Association President shall receive release time equivalent to two periods per  
7 day or two days per week.

8 2. A second officer of the Association shall receive release time equivalent to one  
9 period per day or one day per week.

10 3. A third officer of the Association shall receive release time equivalent to one period  
11 per day or one day per week.

12 4. Each of the above named officers of the Association will select the method of  
13 release time, prior to the start of school, subject to the approval of the  
14 Superintendent.

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

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

21 P. The members of the Representative Council will not, during their term of office, be  
22 assigned any additional duties, e.g., duty schedules, social chairperson, in charge of  
23 physical education equipment, etc., unless they volunteer. Excluding the President of  
24 the Association, if there is more than one member of the Executive Board at a site who  
25 is not also serving as a Site Representative, only one Executive Board member shall  
26 be exempted from additional duties if it is necessary. SVEA will choose which  
27 member(s) will not be assigned additional duties.



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

ARTICLE IV: ASSOCIATION AND INDIVIDUAL RIGHTS

1 Q. Whenever a question arises as to the seniority of an employee, the District shall furnish  
2 the Association with a current seniority list listing the first date the employee rendered  
3 paid service in a bargaining unit position to the District.

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

9 S. Any commercial/vendor presentation to a staff, for the purpose of solicitation, shall be  
10 on a voluntary basis and not as part of a staff meeting. Lunchrooms shall not be used  
11 by such vendors during any regularly scheduled lunch or snack/nutrition period.

12 T. In the event of an emergency District/site closure, if make-up instructional days are  
13 required by law, the make-up days shall be the weekdays that are not designated  
14 holidays at the end of the Board adopted calendar, unless negotiated by the parties.

15 U. Changes in law that could impact or effect matters within the scope of representation,  
16 including matters covered under Memorandums of Understanding, shall be subject to  
17 impact and effect negotiations.

18 Section 2. Individual Rights

19 A. Personal and Academic Freedom

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

24 2. Employees shall be entitled to full rights of citizenship and neither religious nor  
25 political activities of any employee nor lack thereof, will be grounds for any  
26 discipline or discrimination with respect to the professional employment of such  
27 employees provided said activities are not violative of the law, or violative of the  
28 provisions of this Agreement, or not inimical to their professional performance.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

ARTICLE IV: ASSOCIATION AND INDIVIDUAL RIGHTS

- 1           3. Employees shall have academic freedom in the delivery of instruction of State and  
2           Board adopted curriculum insofar as that academic freedom is exercised  
3           judiciously and insofar as appropriate measures are taken to present controversial  
4           issues in a manner that does not impose the employee's personal bias.
- 5           4. There shall be no discrimination with regard to the sex of an employee when  
6           determining class composition.
- 7           5. There shall be no discrimination with regard to marital status of an employee when  
8           applying the transfer/reassignment provisions of this Agreement, provided,  
9           however, the District may take into account any impact upon the operations of the  
10          District which might result in any employee being supervised or acting as a  
11          supervisor of the employee's spouse.
- 12        B. No employee shall be required to engage in social media sites.
- 13        C. No employee shall be required to use a personal electronic device in order to  
14          communicate with parents, students, or District employees.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE V: ORGANIZATIONAL SECURITY

Section 1.

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

Section 2.

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

Section 3.

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

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

Section 4.

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

Section 5.

The District agrees to promptly remit all dues to the Association along with the alphabetical list of the employees for whom such deductions have been made, and indicating any change in personnel from the list previously furnished.

Section 6.

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE V: ORGANIZATIONAL SECURITY

Section 7.

The Association agrees to indemnify and hold the District harmless regarding any legal claim arising out of this dues deduction provision subject to the following:

- A. The Association agrees to pay to the District all legal cost incurred in defending against any court action and/or administrative action before PERB challenging the legality or constitutionality of the Organizational Security provisions of this Agreement or their implementation.
- B. The Association shall indemnify the District for any judgment for damages or other liability incurred as a result of an action brought and sustained against the organizational Security provisions of this Agreement or its implementation.
- C. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 7.A. or B of this Article, shall or shall not be compromised, resisted, defended, or appealed.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VI: CLASS SIZE

Section 1. Class Size Determination

A. The average class size shall be as follows:

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

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

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

C. In relation to class size, placement of special education and 504 students shall be done equitably whenever possible.

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

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

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

1. Counselors
2. Librarians
3. Nurses

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VI: CLASS SIZE

- 1           4.    Special Education Teachers (Resource Specialist - RSP; Teachers of Mild to
- 2                Moderate Non-Severe Classes - NS; Teachers of Moderate to Severe Classes -
- 3                SH), Speech and Language Specialists, and Reading Teachers
- 4           5.    Administrative Interns assigned full-time to administrative duties
- 5           6.    ROP Teachers if allocated to sites as "off ratio" support
- 6           7.    Itinerant Music Teachers
- 7           8.    Adaptive Physical Education Teachers
- 8           9.    4 - 6 Equalization Teachers
- 9           10.   Guidance Specialists - District and School
- 10          11.   District Health Services Specialists/Nurses
- 11          12.   Military Instructors
- 12          13.   Periods assigned for OCAD teachers
- 13          14.   District Librarians/Media Specialists
- 14          15.   Intervention Teachers
- 15          16.   Academic/Instructional Coaches
- 16          17.   Teachers on Special Assignment (TOSAs)
- 17          18.   Other support personnel as determined by the District
- 18   G.   As students are assigned to a combination class, every possible effort shall be made
- 19        to limit the range of ability levels of the students in the combination class.
- 20   H.   In relation to class formation at the elementary level, placement of students will be done
- 21        on an equitable basis whenever possible.
- 22   I.   Elementary Instrumental and General Music Class Size shall be no more than 45:1. In
- 23        the event an unusual situation occurs that cannot be resolved through the scheduling
- 24        of classes, SVUSD shall consult with SVEA.

25   Section 2. Health Services

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VI: CLASS SIZE

consultation for students, parents, and other staff health related welfare responsibilities; committee assignments; faculty and District meetings; professional self-improvement; in-service training for other staff, agency relationships; organizational maintenance; and other assignments determined by the Board to be necessary for the efficient and effective operations of the school district.

Section 3. Librarians

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

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

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

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

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

Section 4. Special Education Assignments

A. All special education teachers shall have six (6) release days during the school year for I.E.P.'s or for the purpose of completing documents and records (not to include

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VI: CLASS SIZE

1       participating in staff development activities.) For three (3) of these days, in lieu of  
2       release the employee may be compensated at the regular substitute daily rate.

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

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

Section 1. Purpose of Evaluations

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

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

The District's uniform system of evaluation of teachers and other certificated employees shall be based on the Education Code Sections 44660-44665 (Stull Act) and aligned with the applicable standards of each professional group:

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

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

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

as well as students in the district.

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

Section 2. Definitions for Purposes of the Article

1. Principal or evaluator: The certificated administrator who is designated to evaluate a teacher or other certificated staff.
2. Evaluation: A formal written evaluation, utilizing the applicable District Evaluation Form.
3. Standards: The California Standards for the Teaching Profession, the applicable portions of the California Standards for the School Counseling Profession, or the adapted portions of the National Standards for School Nurse Profession, and the additional District standard on Professional Expectations for teachers and other certificated employees, and the additional, optional District Standard for non-classroom employees.
4. Scheduled Formal Classroom Observation: A classroom visitation that results in a written classroom observation by the evaluator, utilizing the District's Classroom Observation Form. (No observation is conducted for guidance specialists/counselors or nurses.) The scheduled formal classroom observation shall be conducted at a time that is mutually agreed to by the teacher and the evaluator. The scheduled formal classroom observation may include a pre-observation conference and shall include a post observation conference between the teacher and the evaluator.
5. Unscheduled Formal Classroom Observation: A classroom visitation that results in a written classroom observation by the evaluator, utilizing the District's Classroom Observation Form. (No observation is conducted for guidance specialists/counselors or nurses.) The unscheduled formal classroom observation does not require the evaluator to pre-schedule the observation with the teacher. The unscheduled formal classroom observation requires a post-observation conference between the teacher and the evaluator, but does not require a pre-observation conference.
6. Off-cycle Year: The year during which a permanent teacher or other certificated

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

1 employee is not evaluated.

2 7. On-cycle Year: The year during which a permanent teacher or other certificated  
3 employee is evaluated.

4 8. Alternative Evaluation Program: A program enabling a permanent teacher who has  
5 consistently met the Standards to participate in an alternative evaluation program in  
6 lieu of scheduled formal classroom observations.

7 9. Rating of "Does not meet standard": This rating indicates performance is unsatisfactory  
8 as that term is used in Education Code section 44664.

9 10. Forms to be used in the evaluation of teachers, as required by this Article:

- 10 a. Annual Personal and Professional Goals form
- 11 b. Pre-Observation form
- 12 c. Classroom Observation form
- 13 d. Certificated Evaluation form

14 Forms to be used in the evaluation of guidance specialists/counselors, as required by this  
15 Article:

- 16 a. Annual Personal and Professional Goals form
- 17 b. Guidance Specialist/Counselor Evaluation

18 Forms to be used in the evaluation of nurses, as required by this Article:

- 19 a. Annual Personal and Professional Goals form
- 20 b. Guidance Specialist/Counselor Evaluation

21 Forms to be used in the evaluation of other non-classroom certificated employees (TOSA or  
22 District created position that is not part of the SVEA/SVUSD Collective Bargaining  
23 Agreement and for which a teacher has been released from the classroom on a part-time or  
24 full-time basis):

- 25 a. Annual Personal and Professional Goals form
- 26 b. Certificated Evaluation with Optional Standard 8 – If a teacher is released for a  
27 part-time assignment, the teacher may choose to be evaluated only on his/her  
28 classroom assignment (Sections 1 through 7) or his/her non-classroom

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

assignment (Section 7 and 8)

A copy of the Annual Personal and Professional Goals form is included in Appendix B of this Agreement. A copy of each of the Certificated Evaluation forms is included in Appendix C of this Agreement.

Section 3. Evaluation System

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

1 evaluation.

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

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

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

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

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

13 a. All: Submit Annual Personal and Professional Goals to the evaluator. The  
14 evaluator shall include additional goals as necessary to assist the employee in  
15 meeting the Standards. Administrator-directed goals are not to be used to  
16 establish a school-wide or content area goal, but are meant to provide support for  
17 individual teachers.

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

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

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

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

1 the evaluation.

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

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

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

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

27 12. Elementary Instrumental and General Music teachers shall be evaluated by the  
28 principal of one of the sites to which the teacher is assigned; the evaluator chosen shall

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

1 be at the discretion of the District.

2 Section 4. Evaluation Timelines (For the purposes of this Article, a reference to a day will  
3 mean instructional day.)

4 A. By the 3<sup>rd</sup> Friday in September, orientation materials related to evaluation shall be  
5 provided to all teachers and other certificated employees. This shall include notification  
6 of who is on-cycle.

7 B. By the last instructional Friday of September, the teacher or other certificated  
8 employees shall submit his/her Annual Personal and Professional Goals form to the  
9 evaluator with no fewer than two or more than four goals from the Standards. No  
10 teacher or other certificated employee shall be required to write more than four personal  
11 and professional goals, including administrator-directed goals, each year.  
12 Administrator-directed goals are meant to provide support for individual teachers and  
13 are not to be used to establish a school-wide or content area goal.

14 C. By the 2<sup>nd</sup> Friday of October, the evaluator shall review the annual personal and  
15 professional goals submitted by the teacher or other certificated employee and make  
16 any modifications, if necessary. The evaluator shall determine the date of a conference,  
17 if requested, and hold the conference in a timely manner.

18 D. By the 3<sup>rd</sup> Friday of October, the evaluator shall return the signed copy of the Annual  
19 Personal and Professional Goals form to the employee, including those who requested  
20 a conference. No scheduled or unscheduled formal observations may occur until the  
21 teacher has had the goals form returned.

22 E. Teachers: Prior to the scheduled formal classroom observation, the Pre-Observation  
23 form shall be completed by temporary and probationary teachers and teachers who  
24 received a rating of "partially meets standard" or "does not meet standard" on the  
25 previous evaluation and those teachers participating in Professional Support Program.  
26 The Pre-Observation form must then be submitted to the evaluator. A Pre-Observation  
27 form is not completed if the observation is unscheduled.

28 F. By the 1<sup>st</sup> Friday of March, for temporary and probationary teachers and employees



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

who received a rating of “partially meets standard” or “does not meet standard” on the previous evaluation, and the 2<sup>nd</sup> Friday in April for all other employees, the evaluator shall conduct the formal classroom observations and gather such data on performance as the evaluator believes to be related to (1) the annual personal and professional goals and (2) other professionally related criteria for evaluation that are established by the Board or required by law. Subsequent classroom observations and data gathering shall continue beyond these dates at the discretion of the evaluator.

G. As soon as possible (but no later than two weeks) after the scheduled formal classroom observation, the evaluator shall hold with the teacher a post-observation conference. The teacher will be provided with the completed Classroom Observation form at the conference. The teacher shall sign the Classroom Observation form, but such signature shall not mean that the teacher agrees with its content.

H. By the 2<sup>nd</sup> Friday of April, the teacher and other certificated employee shall submit a summary of progress on the Annual Personal and Professional Goals form to the evaluator.

I. By the 2<sup>nd</sup> Friday in May, the evaluator shall prepare the evaluation and give it to the teacher or other certificated employee. The teacher or other certificated employee may submit a written response to the evaluation by June 30 and any such response shall be attached to the evaluation and placed in the employee’s personnel file.

J. By the last Friday of May, an evaluation conference shall be held between the evaluator and the teacher or other certificated employee to discuss the evaluation and any written response the employee submitted.

Section 5. Grievance/Appeals Procedures

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

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

a. A teacher or other certificated employee may appeal the content of his/her

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

evaluation to the Superintendent or designee.

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

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

Section 6. Complaints Against an Employee

A. Complaints against an employee shall be processed in accordance with Board Policy and Administrative Regulation No. 1312, Complaint Procedure, and Board Policy and Administrative Regulations No. 1312.3, Uniform Complaint Procedures (available on the District website). Any changes to these Board Policies or Administrative Regulations shall be provided to the Association. This Section does not apply to Sexual Harassment or Child Abuse complaints, which must be processed according to the California Education Code, the California Penal Code, and other State and Federal Governing Codes.

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

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VII: EVALUATION PROCEDURES

1 Section 7. Evaluation Forms

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

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

Section 1. General Requirements

A. 40-Hour Week

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

B. Report Time

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

C. Unless otherwise indicated on notices with deadlines, the end of the Business Day shall be the time the District office closes, typically 4:30.

D. Freedom to Leave School

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

E. Non-instructional Supervision

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

1. Any positions on the extra duty pay schedule

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

2. Baccalaureate or Graduation

F. Work Day

The instructional day shall be as follows:

1. Instructional time – Transitional Kindergarten: 200 minutes per session (36,000 annual student minutes of instruction). The Transitional Kindergarten teacher shall teach an early and a late session; sessions shall overlap for one hundred (100) minutes.
2. Instructional time – Grades 1-3: 284 minutes (50,636 annual student minutes of instruction).
3. Instructional time - Grades 4-6: An average of 284 instructional minutes per day for employees. (Students in grades 4-6 shall have an instructional day of 304 minutes or 54,014 annual student minutes of instruction. The difference between the employee's instructional day and the student's instructional day will be provided for by additional 4-6 employees assigned to more than one classroom.) For itinerant teachers, traveling time between one school site and another shall be counted as thirty (30) minutes of contact time per day.
4. Grades 7-12:
  - a. Intermediate School: A maximum of five (5) class periods per day (not less than 60,192 annual student minutes of instruction).
  - b. High School: A maximum of five (5) class periods per day (64,872 annual student minutes of instruction).
  - c. Continuation High School: A maximum of six (6) class periods per day.
  - d. In grades 7-12, the number of days in each trimester/semester shall be as equal as possible within the constraints of the annual calendar.
5. Every effort shall be made to create a schedule in which teachers are not requested to work more than one hundred thirty (130) minutes without a break of at least five (5) minutes. Teachers shall not be required to work more than one hundred fifty (150) minutes without a break of at least five (5) minutes.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

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

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

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

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

- a. Description of the modified schedule, including the instructional goals to be achieved.
- b. Assurance that the modified schedule includes the requisite number of instructional minutes and that transportation scheduled can be modified to facilitate the school's schedule modification.
- c. Description of how parents will be notified of the modified schedule.
- d. School Site Council review and endorsement of the modified schedule.
- e. Explanation of the process used to develop the plan, including agenda and

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

summary of meetings, timelines and numerical results of the vote.

The request for a modification of the daily schedule must be submitted to the Director of Elementary Education or Director of Secondary Education no later than forty-five (45) calendar days prior to the date of implementation. Implementation must be at the beginning of a semester or trimester. The Director of Elementary Education or Director of Secondary Education shall notify the school of the decision within five (5) days. A copy of the plan and the Director's decision shall be provided by the District to SVEA at the same time notification is provided to the school site.

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

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

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

7. Full time employees may voluntarily agree to teach an additional period as an extra fifth. Compensation for the additional work load will be in the form of a stipend. In the event that an employee who is carrying such an increased work

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

load is required by the District to perform other duties during the scheduled time of additional teaching period, the stipend will not be reduced. Assigning of extra fifths shall result in as little disruption to the Master Schedule as possible.

8. Intermediate and high school employees will have one conference period per day. That portion of the regular workday of classroom employees, utilized as preparation time however scheduled, shall be utilized by each employee in such manner as to enable further development and refinement of professional competence and greater instructional effectiveness in the classroom. Preparation time is a duty period and shall be used for professional assignment-related work, including, but not limited to, presentation for classes; preparation of instructional materials; preparation of or attendance at demonstration lessons; participation in employee training; conferences with the principal, other staff members, parents, or pupils. If an employee is used or assigned to substitute in someone else's class during his/her preparation period, he/she will be paid as a period substitute, as specified in the extra duty pay schedule. In the event of an extended day schedule, no employee shall be required to have two conference periods.

9. Minimum Days

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

a. Elementary Minimum Days for Parent Conferences: 10 (ten) days

1. On minimum days designated for parent conferences and provided at least fifteen (15) conferences are scheduled, elementary teachers of grades K-6 may choose between two (2) options: (a) be assigned a full-time substitute teacher for two (2) of the ten (10) minimum days to enable the teacher to have two (2) full days for parent conferences, one (1) in the fall and one (1) in the spring inclusive of the ten (10) minimum days for parent conferences or (b) Receive six (6) hours, four (4) in the fall and two (2) in the spring at the certificated rate of



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

pay for the conferences beginning no earlier than one hour after the conclusion of a site's regular instructional day. No more than two (2) of these hours, one (1) in the Fall and one (1) in the Spring, will be paid for conferences held before the beginning of the teacher's instructional day.

2. Elementary conferences will be held in person or may be held virtually by mutual agreement between the teacher and the parent/guardian.
3. No elementary teacher shall be assigned supervision duty on minimum days for parent conferences.

b. Goal Setting 5 Days

1. On minimum days designated for goal setting conferences, transitional kindergarten, (TK), teachers may choose to, be assigned a full-time substitute teacher on two (2) of the five (5) scheduled parent conference days to be used to release the teacher for the purpose of having two (2) days of parent conferences or receive six (6) hours of certificated rate of pay for evening conferences to be held at the conclusion of the site's regular TK instructional day. Two (2) of the six (6) hours may be used for conferences held before the beginning of the teacher's instructional day. These conferences may be held virtually by mutual agreement between the parent/guardian and the teacher.
2. On minimum days designated for goal setting conferences held during week 6 provided at least fifteen (15) conferences are scheduled, elementary teachers of grades K-6 may choose between two (2) options:
  - a. Be assigned a full-time substitute teacher for one (1) of the 5 minimum days to enable the teacher to have one (1) full day for goal setting conferences, or

## ARTICLE VIII: HOURS

- f. On minimum days, additional instructional time provided by itinerant teachers assigned to more than one classroom shall be equitably distributed across all

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

teachers scheduled for that day (30 minutes per class).

10. Pupil Free Days

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

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

b. Elementary Staff Development Days – 3

c. Intermediate Staff Development Days – 3

d. High School Staff Development Days – 3

e. On two of the three District wide staff development days, the District may have itinerant teachers meet for the purpose of training in instructional methods and materials specific to their program.

11. Every effort shall be made to provide the teacher with at least two (2) days advance notification that he/she will be required to attend an IEP/SST/504 meeting.

12. Whenever possible, teachers shall be given notice of at least one (1) school day before receiving a new student. It is understood that this may not occur during the first week of the semester/trimester.

13. Whenever possible, teachers shall be given notice of a new student's special needs or qualifying condition prior to receiving the student.

G. Secondary School English

1. Secondary English teachers shall have nine (9) release days available per year for the purpose of reading and scoring student writing. If the employee's teaching assignment is less than full-time English, the number of days shall be prorated to the percent of the assignment that is English courses.

2. The released employee shall be required to be on duty at the school site on those days he/she is released for such purpose.

H. Secondary and Elementary School Writing

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

- 1           1.   The secondary and elementary schools shall be allotted six thousand (6,000)  
2           hours of substitute time District-wide to be used to release teachers at their  
3           requests for the purpose of reading and scoring student writing. For the purpose  
4           of this section, student writing is defined as extensive written analysis, explanation,  
5           narration, proof or problem solving. The allowed number of hours for each school  
6           shall be prorated according to the number of students at that school. In a given  
7           year, if a school site uses one hundred percent (100%) of their allotted hours and  
8           the six thousand (6,000) hours of substitute time District-wide has not been used,  
9           the site shall be allotted additional hours on a case by case basis.
- 10          2.   Esperanza staff and English teachers who receive monthly substitute assistance  
11          shall not be eligible for released hours.
- 12          3.   The released employee shall be required to be on duty at the school site on those  
13          days he/she is released for the purposes of reading and scoring student writing.
- 14          4.   The use of this provision shall be contingent upon the availability of substitutes for  
15          the time requested.
- 16          5.   Kindergarten assessments may be compensated through these hours.  
17          Kindergarten teachers who test in the summer will be compensated at the full day  
18          substitute rate.
- 19   I.   Science Lab Coordinator  
20          The science department at each secondary school shall have a sum equal to 6.1%  
21          of the primary salary factor to use on an hourly basis at the certificated rate of pay  
22          for use by the science teachers to prepare laboratories and demonstrations. Time  
23          shall be allotted to individual teachers at the discretion of the school administration.  
24          It will be necessary for each science teacher to submit a timecard for the work  
25          completed.
- 26   J.   Work Year  
27          1.   The regular work year for employees on a standard ten month contract shall be  
28          184 days, 180 days of which shall be instructional days.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

- 1           2.    In addition to the 180 required teaching days on the calendar, the District shall  
2           designate four (4) required non-teaching days to be utilized as follows:  
3           a.    One (1) day for Teacher Orientation  
4           b.    Three (3) days for Staff Development as provided in Section D.8. of this  
5           Article.

6   K.   Elementary Grading/Progress Reports

- 7           1.    There shall be one full grading report per trimester for all students.  
8           2.    Parent conferences shall begin no earlier than the first week of the subsequent  
9           trimester in which five (5) contiguous days are available.  
10          3.    The end of the first trimester will come before the Thanksgiving holiday. The end  
11          of the second trimester will coincide with the intermediate trimester schedule.  
12          4.    There shall be three (3) progress reports as follows: One progress report for all  
13          students and two progress reports for students who:  
14               •    are earning less than a C grade  
15               •    have dropped two or more grade levels  
16               •    who are earning a U in citizenship or work habits.  
17          5.    The format and timing for the progress report for all students shall be a  
18          school-based decision.

19   L.   Teachers on the elementary level shall not be responsible for performing clerical  
20          tasks with regard to the elementary student cumulate folder. These tasks shall  
21          include but not be limited to affixing student pictures, filing of report cards, and affixing  
22          standardized test score labels. Reporting of social, emotional and promotional  
23          information shall be done by means of a computerized form.

24   M.   The District mandated assessments in kindergarten may be administered as part of the  
25          instructional day or at some other time mutually agreed upon by the Principal and the  
26          kindergarten team.

27   N.   7-12 Grading/Progress Reports

- 28          1.    7-12 grade level teachers shall inform students and parents progress by updating

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

student grades regularly but no less than every other week using the District online grading program.

2. For 9-12 grade levels there will be two (2) grading periods for all students at approximately the 9<sup>th</sup> and 18<sup>th</sup> weeks. Two (2) progress reports at approximately the 5<sup>th</sup> and 14<sup>th</sup> weeks will be required for all students who:

- are earning less than a C grade
- have earned a U grade in citizenship OR
- have dropped two or more grade levels.

Teachers will have the option to grade all students at progress reporting time.

3. For the 7-8 grade levels there shall be one (1) progress report and one (1) full grading report per trimester for all students.

4. Teachers shall have three (3) school days after the close of a grading period to submit grades.

Section 2. Student Supervisory Responsibilities

1. If a special education teacher is required to accompany and supervise students to and from the bus or other transportation on a regular basis, he/she shall not be included in the Student Supervision schedule for the school as determined by the Principal. This provision shall not apply to Esperanza.

2. At the Elementary Level when performing the duties of "Principal Designee," the teacher shall not be required to report to previously assigned supervision.

3. Guidance Specialists shall not be included on the duty schedule for student supervision. This does not preclude a Guidance Specialist being assigned to supervision if there is an urgent, temporary situation.

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

|                            |                                |
|----------------------------|--------------------------------|
| A. Elementary School (K-6) | 15 hours per employee per year |
|----------------------------|--------------------------------|

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE VIII: HOURS

- |   |                              |                                |
|---|------------------------------|--------------------------------|
| 1 | B. Intermediate School (7-8) | 15 hours per employee per year |
| 2 | C. High School (9-12)        | 10 hours per employee per year |
| 3 | D. Small High School         | 15 hours per employee per year |
| 4 | (1400 students or less)      |                                |

5 Section 3. Duty Free Lunch

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

9 Section 4. Meetings

- 10 A. Meetings before or after regular class hours shall be approximately one (1) hour.  
11 Employees shall not be required to attend meetings prior to their report time, or during  
12 non-duty days.
- 13 B. Staff meetings may be held no more frequently than every other week except five (5)  
14 additional staff meetings per year may be scheduled if necessary. Grade level  
15 meetings do not constitute a staff meeting unless all grade levels are meeting in lieu of  
16 a staff meeting.

17 Section 5. Calendar

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

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

Section 1. General Provisions

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

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

B. The District must maintain an accounting of accrued sick leave.

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

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

Section 2. Leaves of Absence Without Pay

The Board, upon recommendation of the Superintendent, may approve a leave of absence without pay when there is a definite intent upon the part of the employee to return at the end of the designated period. The employee must notify the District no later than March 15 of his or her intent to return or resign. By rule of State Teachers Retirement System (STRS) regulations, leaves of absence without pay may not be counted towards STRS service credit. Upon request the Board may extend a leave. Employees granted leaves shall have the option to pay for their own fringe benefit package if provided by the insurance plan.



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

1 Leave of absence may be approved for:

2 A. Professional Growth

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

8 B. Military Leave

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

13 C. Peace Corps Service

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

22 D. Maternity "Leave Without Pay"

23 Leave without pay for maternity reasons shall be granted to an employee upon her  
24 written request for a period of time not to exceed twelve (12) consecutive calendar  
25 months at any one time. The request for leave shall contain the proposed beginning  
26 date, the proposed date of return, and a physician's statement as to the expected date  
27 of confinement. The notification procedures shall be the same as for "Maternity Sick  
28 Leave". In the event of a miscarriage, an employee on maternity leave may be

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

considered for immediate placement provided a position for which the individual is qualified exists and a statement from the attending physician is provided establishing that the individual is able to return to work without detriment to her health. Employees having a newly adopted child may be granted by the Superintendent a maternity leave without pay upon request.

E. Child Rearing Leave

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

F. Legislative Leave

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

G. Professional Activities

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

H. Health Leave

The Board may grant an employee, upon request, an unpaid leave for health reasons. Such leave shall be for a maximum of one (1) school year. At the time the leave is being considered for approval, a statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.

I. Study Leave

The Board may grant a permanent employee an unpaid leave of absence to pursue

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

educational improvement and advancement. Such leave shall be for a maximum of one (1) school year.

J. Personal Leave

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

K. Other Leaves

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

L. TB Leave

An employee shall receive written notice from Human Resources at least two (2) weeks prior to the expiration date of his/her last tuberculosis (TB) test. If an employee fails to submit evidence of having a negative reaction to an approved TB exam, a second reminder will be sent within ten (10) days after the expiration date of his/her last TB test.

An employee who fails to submit such evidence within ten (10) days of the receipt of the second written reminder shall be placed on unpaid leave of absence until certification of the results are received.

Section 3. Leaves With Pay

A. General Requirements

Unless otherwise provided in this Article, an employee on a paid leave of absence shall be entitled to: (1) return to the same position which he/she held immediately before commencement of the leave; (2) receive credit for annual salary increments provided during his/her leave; (3) receive during his/her leave all other employee fringe benefits, to the extent not expressly prohibited by law. Upon request, the Board may extend a leave. A certificated staff member returning from a paid leave shall, when feasible:

1. Be reinstated, unless he or she otherwise agrees, in the position held by such

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

employee at the time leave was granted provided that conditions have not arisen which would have changed such employee's location and type of work had he or she remained in active service.

2. Receive such automatic increases in salary as would have been received had he/she remained in active service. In addition, the leave of absence shall not be considered as a break in the continuity of service toward retirement, except that it shall not count as a year of service toward retirement.
3. Retirement shall be credited as service in the proportion that the compensation paid to the member bears to the full compensation which would be earnable by him/her while performing his/her duties on a full-time basis.

B. Sick Leave

1. Every full-time employee on an annual contract basis shall be entitled to accrue annually ten (10) days paid leave of absence to be used when necessary for reasons of personal illness, injury, personal necessity, or disability related to pregnancy. If, in a given year, an employee uses six (6) or fewer days of paid leave for reasons of personal illness, injury, disability, or personal necessity and personal leave, he/she shall be entitled to accrue eleven (11) days instead of ten (10) days the next year. Sick leave shall be cumulative from year to year with no limit. Sick leave accumulated in other California school districts may be transferable as provided in Education Code Section 44979.
2. Any employee absent on account of illness or injury shall report their absence via the district's automated system. When an employee is absent due to illness or injury for a period of more than three (3) consecutive days, the District may require, at no cost to the employee, a physician's statement verifying the illness or injury. An employee shall not normally be required to provide such verification for an absence or injury of three (3) consecutive days or less. Written verification by a physician shall be required of consecutive absences of ten (10) days or more. If the absence has been occasioned by surgery, illness, or maternity disability, a

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

doctor's release certifying the employee's capability of resuming his/her assignment, including restrictions if any, and the date of return to work must be submitted as a condition for return to work. The District, at its option, may require an additional medical opinion from the doctor designated by it, at its expense.

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

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

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

b. An employee shall not be provided more than one 100 day period per illness or accident. In the event the school year ends before the 100 day period is exhausted, the employee may take the balance of the 100 day period in the following school year if the employee is medically unable to return.

5. In the event the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to illness or accident for a period beyond the 100 day period, and the employee is not medically able to resume his position, then the employee shall be placed on a reemployment list. If the employee is on probationary status, he/she shall be on the reemployment list for a period not to exceed twenty-four (24) months. If the employee has permanent status, he/she shall be on the reemployment list for a period not to exceed thirty-

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

1           nine (39) months. If, during the twenty-four (24) or thirty-nine (39) month period,  
2           the employee is medically able, based on physician authorization, the employee  
3           shall be returned to employment in a position for which he or she is credentialed  
4           and qualified. If the employee is medically unable to return after the twenty-four  
5           (24) or thirty-nine (39) month period, he/she shall be deemed to have resigned.

6   C.   Donation of Sick Leave

7       1.   General Provisions

8           a.   A probationary or permanent employee suffering from a catastrophic illness  
9           or injury who will exhaust all sick leave and other paid time off may request  
10          donations of unused sick leave.

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

15      2.   Requests for Sick Leave Donations

16          a.   An employee eligible to receive catastrophic sick leave donations shall file a  
17          "Request for Donated Unused Sick Leave" with the Human Resources. The  
18          request must be received prior to the last day of paid leave. The request must  
19          include written verification by a physician describing the incapacitating nature  
20          and probable duration of the illness or injury.

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

25          c.   Upon receipt of the "Request for Donated Unused Sick Leave," the Assistant  
26          Superintendent, Human Resources shall determine:

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

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

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

7                   Upon the verification as required above, the Assistant Superintendent, Human  
8                   Resources shall approve the transfer of donated accrued sick leave.

9                   3. Transfer of Donated Sick Leave

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

13                  b. Donations of sick leave shall be transferred to the recipient, as needed, in  
14                  the order they are received by the Human Resources Department.

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

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

21                  4. Donations of Sick Leave

22                  a. An employee who wishes to make a donation of sick leave shall file a "Sick  
23                  Leave Donation Form" with the Human Resources Department.

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

26                  c. Donations of sick leave shall be irrevocable.

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

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

4 D. Maternity "Sick Leave"

- 5           1. The District shall provide for a leave of absence from duty for the certificated  
6           employee who is required to be absent from duties when disabled by the condition  
7           of pregnancy, miscarriage, childbirth, and recovery therefrom. When such  
8           disabling condition is such that the certificated employee is physically prevented  
9           from performing her duties, the length of leave of absence including the date on  
10          which the leave shall commence and the date on which the employee shall resume  
11          duties shall be determined by the employee's physician. In the event of extended  
12          leaves or unusual circumstances, the opinion of a mutually agreed upon physician  
13          may be required. Any medical cost incurred as a result shall be paid by the District.  
14          2. Paid leave of absence for maternity reasons shall be in accordance with Section  
15          3.B of this Article.

16 E. Paternity/Maternity Leave

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

19 F. Family and Domestic Partner Illness

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

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

- 28          1. Every teacher shall be entitled to use up to thirty (30) days of accrued sick leave



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

each year for the purpose of caring for child, parent or spouse or domestic partner who is ill. For the purpose of caring for a newborn, this leave may commence immediately following maternity or paternity leave.

2. For purposes of this section:

- a. "Child" means a biological, foster or adopted child, a domestic partner's child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
- b. "Parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian.
- c. "Domestic partner" means a person duly registered with the California Secretary of State as a domestic partner of the employee.

3. General Provisions

- a. Sick leave for the purpose of caring for an ill family member or domestic partner shall not accrue from year to year.
- b. Differential sick leave or donated sick leave may not be used for the purpose of caring for an ill family member or domestic partner or members of the domestic partner's family.
- c. Sick leave taken under this provision shall be in addition to Family and Domestic Partner Illness leave provided in Section 3.F of this Article.

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

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

H. Bereavement

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

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

I. Subpoena and Jury Leave

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

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

2. Those bargaining unit members who are able to postpone jury duty from the regular school year to the winter, spring or summer break, shall receive the substitute rate of pay for each day of jury service up to a maximum of thirty (30) calendar days. Bargaining unit members are required to notify the court prior to commencing jury duty service of the maximum number of days for which they will receive pay. To receive the substitute pay, the employee must submit a copy of the original summons and the notification of postponement of service to the winter, spring or

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

summer break. Any fee, except travel allowance, paid the employee for jury duty shall be remitted to the District.

J. Personal Necessity Leave

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

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

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

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

4. Advance approval shall not be required for the reasons listed below. However, when the nature of the personal necessity precludes advance permission, the employee must present the reason for his/her absence within five (5) working days after return to duty.

a. Death or serious illness of a member of the employee's immediate family, or of such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions.

b. Accident, involving an employee's person or property, or the person or property of his/her immediate family.

c. Other circumstances in which the employee is reasonably prevented from seeking advance approval from the District.

5. Personal Necessity may not be used for such purposes as extension of a school

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

1 holiday or vacation; extension of a personal vacation; a social event or social  
2 activities; a convention related to the employee's avocation; strike, demonstration,  
3 picketing, lobbying, rally, march, organization or campaign meeting; any work  
4 stoppage activities; political activity; routine personal activities; or occupational  
5 investigation.

6 6. The days allowed shall be deducted from and may not exceed the number of full  
7 paid days of sick leave to which the employee is entitled.

8 7. With prior approval of the Superintendent, personal necessity leaves may be  
9 granted for other reasons.

10 K. Personal Leave

11 During any one year, three (3) days may be taken for personal leave from accumulated  
12 sick leave except as provided in 1 below. No reason will be required. The number of  
13 days of personal necessity leave will be reduced by one day for each day of personal  
14 leave that is taken. Notice of intent to take a personal leave day immediately before or  
15 after a holiday, must be made at least three (3) working days in advance to the Office  
16 of the Assistant Superintendent, Human Resources, with a copy to the principal of the  
17 school.

18 1. No more than ten percent (10%) of the employees represented by the Bargaining  
19 Unit may use personal leave and/or discretionary leave on any work day. During  
20 Thanksgiving Recess or Presidents' Recess no more than five percent (5%) of the  
21 employees represented by the Bargaining Unit may request personal leave and no  
22 more than two (2) consecutive days of personal leave may be requested. Requests  
23 will be honored in the order received. Requests for the following school year may  
24 be submitted on June 1 or any time thereafter.

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

L. Adoption Leave

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

M. Industrial Accident/Illness Leave

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

1. In the event of rejection of the claim by the District's claim administrator, before rejection of the claim shall take effect, the administrator's decision will be reviewed by the Superintendent or designee.

2. An employee who has sustained a job-related injury shall report the injury to the immediate supervisor and to the District's reporting agency immediately or as soon as practically possible. An employee who learns that an illness was caused by his/her job shall report the illness to the immediate supervisor and to the District's reporting agency as soon as practically possible. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be examined and treated (if necessary) by a physician approved by the District's industrial accident Medical Provider Network (MPN).

3. During the first sixty (60) days of the industrial accident or illness leave, the amount of salary paid to such employee in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness, and he/she shall be entitled to all other benefits of paid service.

4. For any days of absence from duty as a result of the same industrial accident whether the employee receives salary payments under industrial accident leave or other paid leave, the employee shall endorse to the Saddleback Valley Unified

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

School District any wage loss benefit check from the District's claim administrator which would make his/her total compensation from both sources exceed one hundred percent (100%) of the amount he/she would have received as salary had he/she not suffered the industrial accident or illness.

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

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

6. The employee's ability to return to duty following industrial accident leave requires a doctor's release certifying the employee's capability of resuming all regular activity of the designated assignment with or without an accommodation.

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

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

N. Sabbatical Leave

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

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

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

c. Sabbatical Leave Requested for Study

The applicant shall present for approval of the Superintendent:

- (1) A program of courses qualifying the applicant for a higher credential in his/her profession; or
- (2) A program of recognized courses relating to the present or prospective service of the applicant in his profession; or
- (3) A program of independent study, research, and/or experience relating to the present or prospective service of the applicant in his/her profession which promises in professional value the equivalent of recognized formal courses; or
- (4) A program which combines the above three plans.
- (5) A statement of the manner in which the proposed study will result in benefit to the schools and the pupils of the District.
- (6) College credits earned will be allowable as defined in Governing Board Policy Number 4141.

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

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

3. Sabbatical Leave Requested for Travel

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

4. Each applicant who has been granted sabbatical leave shall file a written report with the Superintendent not later than the day on which such applicant returns to active duty. This report shall include the names of the institution attended, courses pursued, credits received, experience gained, and itinerary of travel, together with



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

the applicant's appraisal of the professional value of the year's or semester's or trimester's activities and the manner in which the knowledge and experience gained may be applied to the benefit of the children and the schools. The report should give a detailed account of the educational experience upon which the request for benefits was based. This statement not only shall include a detailed account of the experiences upon which the request was based, but must give concrete evidence of specific ways in which this experience contributed to the improvement of the educational program. While brevity is desired, the report should be complete and specific. A certificated staff member shall not be considered as having completed the requirements for a sabbatical leave until his/her report has been approved by the Superintendent. When approved by the Superintendent, these reports shall be transmitted to the Governing Board.

5. A certificated staff member returning from a sabbatical leave shall, when feasible:
  - a. Be reinstated, unless he or she otherwise agrees, in the position held by such employee at the time leave was granted, provided that conditions have not arisen which would have changed such employee's location and type of work had he or she remained in active service.
  - b. Receive such automatic increases in salary as would have been received had he/she remained in active service. In addition, the leave of absence shall not be considered as a break in the continuity of service toward retirement, except that it shall not count as a year of service toward retirement.
6. The District shall inform an employee of his/her right to pay for full-time service credit for retirement benefits.
7. Interruption of the program of study or travel caused by serious accident or illness during a sabbatical leave, evidence of which is satisfactory to the Superintendent, shall not prejudice an employee as regards the fulfillment of the conditions regarding study or travel on which such leave was granted nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave;

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

provided, however, that the Superintendent has been promptly notified of such accident or illness, which, in general, shall be by registered letter mailed within ten days of such accident or illness.

8. Provisions for Determination of Salary

A certificated employee while on sabbatical leave will receive the difference in salary between that amount which he/she would have received had he/she remained on the job and that amount which is paid to the person who replaces him/her during the sabbatical leave, or one-half of the salary the certificated employee would have received had he/she remained on the job, whichever is greater. An employee on a one (1) semester sabbatical leave shall receive the regular pay he/she would have received had he/she remained on the job. An employee on a one (1) trimester sabbatical leave shall receive the regular pay he/she would have received had he/she remained on the job. An employee on a two (2) trimester sabbatical leave shall receive regular pay for the length of one (1) semester and one-half pay for the six (6) weeks of the second trimester.

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

O. Discretionary Leave

1. Every full-time employee represented by the bargaining unit shall be eligible to take up to five (5) days of discretionary leave per school year. These days shall not be cumulative from year to year, and shall be subject to the following conditions:
  - a. No more than three percent (3%) of the employees represented by the bargaining unit may use discretionary leave on any working day. Requests will be honored in the order received. Requests for the following school year may be submitted on June 1 or any time thereafter. No more than ten percent (10%) of the employees represented by the bargaining unit may use personal leave and/or discretionary leave on any working day.
  - b. The cost of a substitute to replace the employee, or the equivalent sum if there is no substitute, shall be deducted from the employee's per diem salary rate.
  - c. Notice of intent to take a discretionary leave day must be made at least five (5) working days in advance to the Office of the Assistant Superintendent, Human Resources, with a copy to the principal of the school.
  - d. In the event that the maximum number of employees apply for and are granted a discretionary leave on a given day, a waiting list shall be kept in order of filing at the District Office. Vacancies created by cancellation shall be filled from the waiting list by telephone calls made to employees on the waiting list to their places of employment.
  - e. The District shall have the unequivocal right to deny or cancel any request for discretionary leave if:
    - (1) There are insufficient substitutes available to cover the discretionary leave request after absences due to illness have been covered, or
    - (2) The number of requests exceed the three percent (3%) figure as stated in Section 3.O.1.a. of this Article.
  - f. An employee who without good cause cancels a scheduled discretionary leave day less than one working day prior to the day of leave shall lose the opportunity

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE IX: LEAVES

- 1           to use this discretionary leave day at a later time. The employee shall not be  
2           required to pay for the substitute providing no substitute is actually used.
- 3           g. Such discretionary leave shall not be scheduled for the first five (5) days of the  
4           school year, the last five (5) days of the school year, nor days especially  
5           scheduled for final examinations, parent conferences, or parent-teacher nights.
- 6           h. Discretionary leave shall expressly not be used for the purpose of a strike, work  
7           slowdown, work stoppage, or any other concerted activity.
- 8           i. No days of discretionary leave may be used immediately prior to the effective  
9           date of termination from employment.
- 10          j. It is understood that discretionary leave can only be used in full day increments.
- 11          k. By rule of State Teachers Retirement System (STRS) regulations, a day of  
12          discretionary leave may not be counted as a full day towards STRS service  
13          credit.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

Section 1. Purpose of Assignment, Transfer and Reassignment

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

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

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

Section 2. Assignment of Employees

A. Notification of Assignment

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

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

3. The District shall attempt to give new employees hired before the beginning of the school year, assignments at the time of their hiring, but in any case, not later than five days prior to the first day of the school year.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

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

B. Grades TK-6 Assignment

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

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

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

c. Modification of the teaching assignment due to enrollment changes after the first day of the school year, will not be subject to the conditions of this provision for grades TK-6.

C. Grades 7-12 Assignment

1. An employee may continue to teach at least two (2) sections of two (2) different courses which he/she has taught the previous semester under the following

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

1 conditions:

2 a. By the last working day of the previous school year, he/she has not been  
3 notified by the evaluator of a possible assignment change due to substandard  
4 teaching performance as defined in 1.b below.

5 b. On the final evaluation, he/she has received no more than two (2) ratings of  
6 “Partially Meets Standard” or no more than one (1) rating of “Does Not Meet  
7 Standard” in teaching standards 1-5.

8 c. Those courses continue to be offered.

9 2. In an extraordinary circumstance that a conflict in the master schedule cannot be  
10 resolved due to provision 1, the assignment of the employee who has taught the  
11 course for the shortest period of time may retain one (1) section of that one (1)  
12 course. If a section of said course is available the following year, the employee  
13 whose assignment was adjusted or impacted shall have first right of refusal.

14 3. Reduction in the Number of Courses

15 a. In the event that fewer sections of a particular course are offered, the  
16 employee who has taught that particular course for the longest continuous  
17 period of time shall be selected to teach the course unless he/she declines  
18 to do so. No employee shall be guaranteed more than two sections of that  
19 particular course.

20 b. It is understood that this guarantees a teacher no more sections than he/she  
21 had the prior school year.

22 D. Itinerant 4-6 Equalization Teachers

23 1. The assignment for itinerant teachers providing equalization time shall be reviewed  
24 annually; whenever possible, sites shall not have equalization programs provided on  
25 both Monday and Friday.

26 Section 3. Employee-Initiated Transfer/Reassignment

27 A. A list of current vacancies shall be posted on the District Website. The list will include  
28 a closing date for submitting a request for transfer/reassignment. A minimum of five (5)

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

1 business days between posting date and closing date will be allowed. During the  
2 window of ten (10) business days before the first day of school, the District will post  
3 vacancies for a minimum of two (2) business days to allow for additional transfer  
4 requests to be submitted. During the window of ten (10) business days after the first  
5 day of school, the District will post vacancies for a minimum of one (1) full business day  
6 to allow for additional transfer requests to be submitted. Normally, interviews to fill  
7 vacancies will be held only after the closing date. Assignments to fill vacancies may be  
8 made only after the closing date. If a vacancy is for a limited term, the District shall so  
9 indicate in the posting. All employees may apply for any vacant position.

10 B. At any time, an employee may initiate a request for transfer/reassignment by submitting  
11 a request to the Human Resources Office. The Human Resources Office will forward  
12 the request to the administrator of the requested school where it will be retained until  
13 all vacancies are filled. There is no limit to the number of transfer/reassignment  
14 requests that an employee may make.

15 C. Each vacant position posted will show work location; credential required, if appropriate;  
16 major and minor field or grade level, whichever is applicable; and special qualifications,  
17 duties, and responsibilities. When a vacancy is filled, all applicants will be notified within  
18 a reasonable period of time.

19 D. Employees from within the District shall be given an opportunity to interview for any  
20 vacancy. Employees and out of District applicants shall be interviewed by the Principal  
21 or Designee, as part of the same pool.

22 E. Employees from within the District shall be given first consideration for any vacancy for  
23 which they are qualified. Competency and seniority shall be two of the significant  
24 criteria to filling any vacancy. While first consideration does not give an employee the  
25 right to a position at the exclusion of out of District applicants, first consideration does  
26 mean that there must be specific reasons why the transfer is not granted.

27 F. If an employee initiated transfer/reassignment request is denied, the employee shall be  
28 provided with the specific reasons for the denial in writing within ten (10) days of request



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

1 by the employee.

2 G. An employee initiated transfer/reassignment request may be withdrawn by the  
3 employee at any time in writing prior to the notification that the transfer/reassignment  
4 has been approved.

5 H. The provisions of this section shall not apply to the staffing of new schools, except as  
6 provided by Section 6 of this Article.

7 Section 4. Administrator-Initiated Transfer

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

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

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

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

28 C. Upon request, the employee shall receive, within ten (10) working days, written reasons

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

1 when an administrator-initiated transfer is made by the administration.

2 D. An administrator-initiated transfer shall take place only after a meeting between the  
3 employee and/or the Assistant Superintendent, Human Resources, if such a meeting  
4 is requested by the employee. The employee shall have right to representation at the  
5 meeting and will be notified of the reasons for the transfer. The District shall consider  
6 objections to the administrator-initiated transfer by the employee and will take these  
7 objections into consideration in making the final decision on the transfer.

8 E. The employee being administratively transferred shall have the opportunity to be  
9 considered for all positions that are open for which he/she is qualified. A weekly updated  
10 list of all such open positions shall be available in writing in the Human Resources  
11 Office.

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

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

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

19 1. The entire faculty of the school shall be notified, via email or in a staff meeting, of  
20 the surplus situation at the site to determine if the surplus may be resolved by an  
21 employee volunteering for transfer.

22 2. In the event there are no volunteers, the involuntary transfer shall be determined by  
23 District seniority. The seniority of a partnership shall be the seniority of the partner  
24 working more days. In the event the partnership plan indicates the total number of  
25 days is equal, the seniority date of the partner working more days in the spring  
26 semester shall be the seniority date of the partnership. Teachers with EL  
27 certification shall be skipped.

28 3. An employee/partnership transferred due to reduction in staff at the end of a school

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

year may, by mutual agreement of the employee/partnership and the District, be returned to the site in October if the enrollment in October justifies one (1) or more additional employees.

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

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

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

Section 6. Staffing New Schools

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

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

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

Section 7. Administrator-Initiated Reassignment of Employees

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

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

a. Credentials or major to teach in that department.

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

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

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

3. To the extent practicable, an effort will be made to keep a department chairperson

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE X: ASSIGNMENT, TRANSFER, AND REASSIGNMENT OF  
PERSONNEL

1 teaching full-time within his/her department.

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

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

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

10 1. Credential(s)

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

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

13 4. Needs of the instructional program.

14 Section 8. Miscellaneous

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

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XI: SAFETY

- 1 A. The Board shall make a conscientious effort to implement and use practices and  
2 processes which are recommended by the District Safety Officer for the adequate  
3 protection and safety of the employees.
- 4 B. All employees' personal items, if properly registered by the employee and approved by  
5 the administrator, shall be covered by insurance by the District against theft, damage,  
6 or fire, or other cause of loss subject to the requirement of the insurance carrier.
- 7 C. When an employee reasonably believes he/she has been battered and/or assaulted in  
8 connection with or related to his/her employment, he/she will report the incident in  
9 writing to the immediate supervisor as soon as practicable. The immediate supervisor  
10 shall keep the report and take whatever action he/she deems appropriate. If the  
11 employee chooses to report the incident to the police, necessary release time shall be  
12 provided by the immediate supervisor for this purpose.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Definitions

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

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

C. "Immediate supervisor" is the principal or other management employee of the District having immediate jurisdiction over the employee and who has been designated to adjust a grievance.

Section 2. Informal Conference

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

Section 3. Process of a Grievance

A. Level I - Immediate Administrator

1. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the employee must present his/her grievance on the form listed in Appendix C to the immediate administrator.

2. The written description on the District provided above-referenced form shall be a clear, concise statement of the allegation, including the specific section(s) that are alleged to have been violated, the circumstances involved, the conclusions reached at the informal conference, and the specific remedy sought.

3. The immediate administrator shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limit, the grievance is deemed denied and the employee may appeal in writing to the next level. Such appeal must be made within five (5) days after the expiration of the time limit or after the written answer is received, whichever occurs first.

4. Within the specified time limit, either party may request a personal conference with

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XII: GRIEVANCE PROCEDURE

the other, and such request shall be granted.

B. Level 2 - Superintendent or Designee

1. If the employee is not satisfied with the decision on the grievance at Level 1, the employee may appeal, and, if so, shall file the grievance on the District-provided form with the Superintendent, or his designee, within five (5) days after the written decision at Level 1 has been delivered or prior to expiration of the time for appeal in Section 3.A.3. of this Article, whichever occurs sooner.
2. The statement filed at this level shall include a copy of the original grievance, a copy of the decision rendered, and a clear, concise statement of the reasons for the appeal.
3. The Superintendent, or his designee shall communicate his decision in writing within ten (10) days after receiving the appeal. Either the employee or the Superintendent (or his designee), may request a personal conference with the other within the time period from filing of the appeal to the deadline for rendering of a decision. If the Superintendent (or his designee) does not render a written decision within the prescribed time limit, the employee may appeal to the next level. Such appeal must be made within five (5) days after the expiration of the time limit.

C. Level 3 - Binding Arbitration

1. If the grievance is not resolved at Level 2, the grievant may, within twenty (20) days after submission of the grievance to Level 2, request that the Association submit the grievance to binding arbitration. The Association shall notify the Superintendent in writing within fifteen (15) days of the receipt of the request from the grievant whether or not the grievance will be submitted to binding arbitration.
2. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, a joint request shall be made to the American Arbitration Association (A.A.A.) requesting a list be submitted of seven (7) arbitrators.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XII: GRIEVANCE PROCEDURE

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

4. Arbitration

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

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

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

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

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

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

(3) Substance of parent complaints.

(4) Suspensions, demotions, or dismissal.

5. The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to add to, subtract from, or modify the terms of the agreement or the written policies,



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XII: GRIEVANCE PROCEDURE

rules, regulations and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator.

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

Section 4. Other Provisions

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

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

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

D. Although a specific time period is provided for administrative decisions at each level of the foregoing procedure, it is recognized that multiple grievance filings must be processed in a sequential manner. Consequently, at each level of the procedure, grievances shall be assigned consecutive numbers based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance per day.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XII: GRIEVANCE PROCEDURE

- 1 E. Once a grievance arising from a particular incident(s) or circumstance(s) has been  
2 resolved, another grievance based on that particular incident may not be filed.
- 3 F. All documents, communications, and records dealing with the processing of a grievance  
4 will be filed in a separate grievance file and will not be kept in the personnel file of any  
5 of the participants.
- 6 G. The Association, its officers and its agents, shall not use the grievance procedure or  
7 the procedures of this Agreement to solicit grievances.
- 8 H. The time limits specified at each level in the grievance procedure shall be considered  
9 to be jurisdictional, and efforts shall be made by both parties to meet these time limits.  
10 The time limits, however, may be extended by mutual written agreement.
- 11 I. In the event a grievance is filed at such a time that it cannot be processed through all  
12 the steps in this grievance procedure by the end of the school year, and, if left  
13 unresolved until the beginning of the following school year could result in harm to the  
14 grievant or the District, the time limits set forth herein will be reduced so that the  
15 procedure may be exhausted prior to the end of the school year or as soon as  
16 practicable.
- 17 J. The grievant and/or his/her representative shall be provided reasonable release time at  
18 Level 1 or above for the purpose of grievance conferences or hearings. Any witness  
19 who appears at the conference or hearing shall be accorded the same right. Grievants  
20 and/or their representatives shall provide adequate notice to their immediate  
21 supervisors reasonably in advance of the anticipated appearance.
- 22 K. The District shall not agree to a resolution of a formal grievance until the President of  
23 the Association has received a copy of the grievance and the proposed resolution and  
24 the Association has been given opportunity to file a response. The Association shall  
25 receive a copy of each formal grievance at the time of filing.
- 26 L. The grievance process shall not be used to challenge or change policies, regulations,  
27 or procedures of the District which are not included in this Agreement.
- 28 M. No reprisal of any kind shall be taken by the District, or by a member or representative

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIII: REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

Section 1. CalSTRS Reduced Workload Program

The following language shall become effective for the 2022-2023 school year.

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

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

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

C. Reduced teaching assignments shall be authorized on one of the following models (as long as allowed under STRS program guidelines):

1. Teach full-time for one semester provided the employee works at least one-half (1/2) of the school year or ninety-two (92) days.
2. Teach half-time for the school year provided the employees works at least one-half

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIII: REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

1 (1/2) of the school year or ninety-two (92) days.

2 D. The employee shall be paid a salary which is the pro rata share of the salary he/she  
3 would be earning had he/she not elected to exercise the option of part-time employment.

4 The employee shall retain all other rights and benefits for which he/she or the District  
5 makes the payments, including those as provided in Section 53201 of the Government  
6 Code, that would/should be required if he/she remained in full-time employment.

7 E. Typically, participation in the CalSTRS Reduced Workload Program is limited to a period  
8 not to exceed five (5) years; however, the District may grant additional years.

9 F. The employee and employer agree to submit contributions to the State Teachers'  
10 Retirement System based on the compensation which would be earned for full-time  
11 employment.

12 G. Full retirement credit is not earned until the end of the full school year. Participants who  
13 terminate prior to the end of the school year will only receive retirement credit based on  
14 the salary actually paid for that year and/or the actual days worked. An employee may  
15 request termination of the agreement. Such request shall be made in writing to the  
16 employer not later than November 15 or March 15 in any school year, and the employer  
17 shall act on the request on or before the first Monday in December or April, respectively.  
18 If consent is given, the employee shall be reassigned to the school of previous full-time  
19 employment or if such assignment is unacceptable or cannot be made, the employee  
20 shall be given priority consideration for any vacancy for which he/she is qualified.

21 H. Retirement contributions for service not credited because of termination of contract or  
22 agreement, by resignation, dismissal, or retirement, will be returned to the employee, or  
23 in case of death, to the beneficiary. When two or more applications for reduced teacher  
24 service are received on the same day, the original order of employment which  
25 determined seniority rights shall determine priority rights to reduce teaching assignment.

26 I. All rights mandated by law and any additional benefits which may be granted by the  
27 District to its certificated employees shall be applicable to any and all such employees  
28 who are on contract for reduced teaching service. District payments of premiums or

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH SVEA, 2023-2024

ARTICLE XIII: REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

other charges for employees' health and welfare benefits shall not be prorated for an employee who is on a reduced service contract.

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

K. No fewer than eight (8) and no more than fifteen (15) member applications shall be approved per year unless fewer than eight (8) applications are received.

L. Employees participating in the program during the 2020-2021 and/or 2021-2022 school years shall be grandfathered in for subsequent school years and shall not be counted in the number of applications that shall be approved.

Section 2. Voluntary Early Retirement

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

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

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

1. Plan C

a. Any employee who has served in a credentialed position for the District for a period of not less than five (5) years, attained education experience credit acceptable under the provisions of this contract for not less than twenty (20) years and has attained the age of fifty-five (55) prior to retiring and has retired from the District shall be eligible to enter into a contract with the District. The

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH SVEA, 2023-2024

ARTICLE XIII: REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

purpose shall be to provide specialized services or advice which is needed by the District and within the expertise of the retiring individual.

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

Section 3. Health Benefits for Retirees

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

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

C. The District shall provide the retired employee the same insurance benefits (medical, dental, vision, mental health, and life insurance) that would be provided if the person were a regular, non-retired employee eligible for benefits. In the event the retiree dies, and the spouse or registered domestic partner and/or eligible dependents are enrolled

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

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

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

Section 4. An employee eligible for STRS service retirement during the school year may elect to retire provided the following conditions are met:

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH SVEA, 2023-2024

ARTICLE XIII: REDUCED TEACHING/EARLY RETIREMENT/RETIREMENT

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



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIV: PROFESSIONAL SUPPORT PROGRAM (PSP)

Section 1. Definitions and Purposes of this Agreement

- A. Referred Participating Teacher: Any teacher with permanent status whose last annual performance evaluation contained a rating of “Does not meet standard” in one of the California Standards for Teaching Profession on the Annual Certificated Employee Evaluation Form.
- B. Professional Support Program Mentor: A teacher or instructional/academic coach selected by the Selection Committee whose extra duty responsibility is to provide assistance to teachers who have been referred to the Professional Support Program.

Section 2. Professional Support Program

- A. Any permanent teacher who has received a rating of “Does not meet standard” in one of the California Standards for Teaching Profession on the Certificated Employee Evaluation form and is referred to the Professional Support Program by the Evaluator in consultation with the Principal is required to participate in Professional Support Program.
- B. If a teacher referred to PSP appeals the content of an evaluation, the PSP process shall continue until a final decision on the appeal has been made. If the appeal is upheld, the referral to PSP shall be withdrawn. If the appeal is denied, the referral to PSP shall continue to be implemented.
- C. By the last Friday in May, the Principal's recommendations for improvement shall be completed and a copy shall be given to the Referred Participating Teacher.
- D. The PSP Mentor's assistance shall focus on the specific areas recommended for improvement by the Principal.
- E. By the final day of instruction, the Assistant Superintendent, Human Resources or designee shall notify teachers, if any, of the requirement to participate in PSP the following school year.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIV: PROFESSIONAL SUPPORT PROGRAM (PSP)

- 1 F. On or before the first teacher work day in each school year, the Assistant  
2 Superintendent, Human Resources or designee shall notify the Referred  
3 Participating Teachers, if any, of the PSP Mentor assigned to provide support.
- 4 G. By the 1<sup>st</sup> Friday in the school year, the Principal shall meet with the Referred  
5 Participating Teacher and the PSP Mentor to review the written recommendations  
6 for improvement.
- 7 H. By the 2nd Friday in September, the Principal and the PSP Mentor assigned to the  
8 Referred Participating Teacher shall meet and discuss the recommended areas of  
9 improvement outlined by the Principal and the types of assistance to be provided by  
10 the PSP Mentor. This assistance may include but is not limited to:
- 11 1. Provide consultative assistance to the Referred Participating Teacher to improve  
12 in the specific areas recommended by the Principal, including coordinating  
13 resources and activities to assist the Referred Participating Teacher in meeting  
14 the goals identified by the Principal.
- 15 2. Meet and consult with the Principal on a regular basis.
- 16 3. Meet with the Referred Participating Teacher on a regular basis.
- 17 4. Conduct classroom observations.
- 18 5. Arrange for the Referred Participating Teacher to observe the PSP Mentor  
19 and/or other selected teachers.
- 20 6. Arrange for the Referred Participating Teacher to attend training in specified  
21 teaching techniques or in designated subject matter, including demonstration  
22 lessons, coaching, in-service courses, workshops and conferences.
- 23 7. Maintain appropriate records of each Referred Participating Teacher's activities.
- 24 I. The PSP Mentor and the Principal are expected to establish a cooperative  
25 relationship and shall coordinate and align the assistance provided to the Referred  
26 Participating Teacher.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIV: PROFESSIONAL SUPPORT PROGRAM (PSP)

J. The PSP Mentor shall conduct multiple classroom observations of the Referred Participating Teacher. For purposes of this section, multiple classroom observations shall mean at least five observations.

K. The Principal shall have the discretion as to whether and how to use information that is provided by the PSP Mentor regarding the specific areas referenced in Section 2.H.1 above.

L. The Referred Participating Teacher will conclude participation in the PSP Program at the end of the school year unless the teacher receives a rating of "Does not meet standard" in one of the California Standards for Teaching Profession on the Annual Certificated Employee Evaluation Form.

Section 3. Qualifications of the PSP Mentor

- A. The PSP Mentor shall have the following minimum qualifications:
1. Must be a permanent teacher or instructional/academic coach of the District with at least five (5) years of teaching experience of which the last three (3) must be consecutive.
  2. Demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.
  3. The ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or district committees.
  4. Recent involvement and commitment to on-going professional growth and development activities.

Section 4. Application and Selection of PSP Mentor

- A. The District shall post the PSP Mentor positions no later than the first Friday in April. Each candidate will be required to submit a completed application. The application shall include at least three (3) references from individuals who have direct

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIV: PROFESSIONAL SUPPORT PROGRAM (PSP)

1 knowledge of the applicant's abilities for the position. At least one (1) reference  
2 must be from the current or prior Principal.

3 B. The selection process will consist of three stages:

4 1. Screening of the written applications.

5 2. Interviews of remaining applicants.

6 3. Observation of remaining applicants' classroom or job performance.

7 C. The Selection Committee shall consist of the Association President or designee,  
8 one other teacher appointed by the President representing the grade level not held  
9 by the President and the Director of Certificated Employees. Teachers on the  
10 Selection Committee are not eligible to apply or may not be serving as a PSP  
11 Mentor.

12 D. If the Selection Committee is not able to reach consensus regarding who shall fill  
13 the position of PSP Mentor, the District will make the final determination.

14 Section 5. Assignment of PSP Mentor

15 A. The number of PSP Mentors to be selected may vary from year to year depending  
16 on the number of teachers who are referred to the PSP Program. No more than two  
17 (2) Referred Participating Teachers shall be assigned to each PSP Mentor. Every  
18 effort shall be made to assign a Mentor whose teaching assignment (i.e., K-6 or 7-  
19 12) reflects the assignment of the Referred Participating Teacher.

20 B. Between the first Monday in October and the last Friday in March each PSP Mentor  
21 shall be required to conduct at least five (5) classroom observations of each  
22 Referred Participating Teacher assigned.

23 C. Each PSP Mentor shall be granted at his/her request one release day per month  
24 per Referred Participating Teacher. In the event that special circumstances  
25 necessitate an additional day, it may be granted upon approval by the District.

26 D. The PSP Mentor shall serve for a minimum period of two (2) years.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIV: PROFESSIONAL SUPPORT PROGRAM (PSP)

Section 6. Compensation

A. The PSP Mentor shall be paid an annual stipend \$3,500 for the first Referred Participating Teacher and an additional \$1,500 if assigned a second Referred Participating Teacher.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XV: PROFESSIONAL GROWTH

Section 1. General Provisions

- A. This Article applies only to those employees who, as of September 1, 1985, did not hold a clear multiple or single subject teaching credential.
- B. The District shall designate persons who have demonstrated competency in the field of the employee's credential to serve as professional growth advisors (hereinafter "Advisors"). A list of these Advisors will be published by the District annually prior to the beginning of the school calendar year. The responsibility of an Advisor once designated shall be to determine whether activities identified on the professional growth plan of a credential holder comply with pertinent Education Code and applicable Administrative Code sections. A credential holder's evaluating administrator may not act as that candidate's Advisor without specific written approval of the credential holder.
- C. Nothing in the professional growth requirements or procedures thereof shall be a part of or modify the evaluation process.
- D. Upon renewal of the Professional Growth Credential, the employee shall receive a lump sum of \$1091.00. Employee will be paid not more than sixty (60) calendar days after submission of a renewed Professional Growth Credential.
- E. The District and the Association shall provide a written description of the responsibilities, the procedures and timeline for fulfilling them, to all credential holders by October 1 of each school year. This written description shall include an accounting of the credential holder's Professional Growth Activities as of the preceding June 30.
- F. In the event that an employee transfers into the District at any time during his/her five-year Professional Growth program, the employee shall be allowed to continue with his/her five-year Professional Growth program, and he/she shall be given unit credit as per Section 1.D. of this Article for any approved hours that he/she has earned to that time.

Section 2. Professional Growth Activities

- A. The employees to whom this Article applies shall develop an individual program of Professional Growth which consists of a minimum of one hundred fifty (150) clock hours

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XV: PROFESSIONAL GROWTH

of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

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

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

Section 3. Procedure

A. By October 1 of each school year, the District shall notify each credential holder of

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XV: PROFESSIONAL GROWTH

- 1 his/her deadline date for completion of his/her Professional Growth Requirements.
- 2 B. An Advisor shall complete and return to the credential holder certification of initial plan,
- 3 initialing of any revisions or verification of completion within ten (10) days of submission
- 4 to the Advisor. If an Advisor finds that he/she cannot certify an initial plan, initial a
- 5 modification, or verify completion, the Advisor shall notify the credential holder of the
- 6 reason(s) in writing within ten (10) days of submission.
- 7 C. Upon completion of the year's activity, the employee shall submit to his/her Advisor a
- 8 form which contains the following information: Type of activity engaged in, dates of the
- 9 activity, and the number of clock hours spent in the activity. The Advisor shall verify
- 10 and sign the form indicating that the employee has completed the proposed activity.
- 11 The employee shall submit a copy of the signed form to the Human Resources Office
- 12 with a copy to the employee. This shall constitute the necessary verification that the
- 13 employee has completed the number of clock hours specified on the form.
- 14 D. If a credential holder believes that his/her Advisor has taken an action, including the
- 15 refusal to approve professional growth plan, that he/she considers to be unfair,
- 16 arbitrary, or contrary to the terms of the Education Code, the credential holder may
- 17 seek another Advisor or appeal the action to the Executive Secretary of the
- 18 Commission on Teacher Credentialing.



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVI: SPECIAL TEACHING SITUATIONS

Section 1. Special Education Assignments

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

Section 2. Summer School Assignments

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

B. All tentative summer school assignments will be made by the District by the second Friday in May, when possible.

C. Summer School Pay

1. Summer school employees shall be paid hourly based on a formula of one-eighth (1/8) of the employee's per diem rate of pay multiplied by 1.15 for each hour of instruction.

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

D. If they apply, teachers at Esperanza and La Tierra shall be assigned an Extended School Year teaching position at their sites. In the event there are more applications than positions, interviews will be held.

Section 3. Guidance Specialists

A. Work Year

1. The work year for the Guidance Specialist serving 7-12 grade students shall be 198 days. The fourteen days beyond the usual 184 days for certificated

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVI: SPECIAL TEACHING SITUATIONS

1 employees shall be paid at the employee's per diem.

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

5 3. Guidance Specialists with a work year in excess of 184 days may choose to work  
6 on the Fall Recess Day in lieu of a day before or after the Instructional School  
7 Year. Prior approval of the Principal is required. Requests may be made between  
8 May 1 and no later than two Fridays prior to the Fall Recess Day.

9 B. Compensatory Time

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

15 C. Staffing

16 1. For grades 7-12, the following caseload ratio shall be established: One (1)  
17 Guidance Specialist for each 1000 students, based on a District average. The  
18 District shall make every effort to assure that no Guidance Specialist shall be  
19 assigned more than two schools. Every effort shall be made to assign one (1) full-  
20 time Guidance Specialist to Silverado High School. District Guidance  
21 Specialist(s) shall not be included in determining the caseload ratio for Guidance  
22 Specialists.

23 2. If a district-wide guidance program is provided, no comprehensive high school  
24 shall have less than two (2) full-time Guidance Specialists.

25 Section 4. 4-6 Instrumental and General Music

26 A. 4-6 Instrumental and General Music teachers shall not be asked to teach any other  
27 curriculum during their scheduled class time. It is understood that when a special  
28 school-wide assembly/program is scheduled during a classroom teacher's equalization

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVI: SPECIAL TEACHING SITUATIONS

1 time, the Instrumental/General Music teacher shall accompany the class to the  
2 assembly/program.

3 B. On the day an evening concert is to be performed, the 4-6 Instrumental/General Music  
4 teacher shall be released from his/her regular assignment in order to be on site at the  
5 school where the concert is being held to rehearse and prepare for the concert, not to  
6 exceed two release days per year at a given site.

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

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

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

13 B. Notification of Full-Inclusion Assignments

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

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

24 C. Whenever possible, "full-inclusion" students shall be placed in regular education  
25 classes which do not already have full-inclusion students.

26 D. Teachers receiving a student with severe disabilities, as defined by Education Code  
27 56030.5, may elect to attend two (2) days of scheduled training or in-service in order  
28 to meet the needs of the student. The teacher shall be given release time from his/her

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVI: SPECIAL TEACHING SITUATIONS

regular teaching assignment for training on a regular school day. The teacher shall be compensated at the academic hourly rate of pay for training on a recess/non-duty day. In the event that a teacher receives two (2) students with severe disabilities in a given year and those students have different disabilities, the teacher may elect to attend additional scheduled training or in-service.

Section 6. Training

- A. Teachers who are chosen to participate in a Collaboration or Co-teaching Model shall be offered training prior to the opening of the class/section. In the event a teacher is unable to attend training prior to the opening of the class/section, training will be provided within the first six (6) weeks of instruction in the new class/section.
- B. Upon request of the teachers involved in a Collaboration or Co-teaching Model, every effort shall be made to provide shared preparation, planning or PLC time.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVII: INSURANCE SCHEDULE

A. Insurance Programs

1. Effective January 1, 2024, The District contribution will be no less than \$21,500 pro-rated for the 2024 Benefit year only as distributed below. This pro-rated District contribution model will act as a bridge as both parties transition to a fixed percentage based contribution model for all subsequent benefit years. The fixed percentage based model will be negotiated in the 2024 cycle. Should no percentage based model be agreed to by October 1, 2024, the fixed percentage for all plans shall be 80% of the premium paid by the District, and 20% of the premium paid by the employee.

Tenthly Employee contributions for the 2024 Benefit year will be as follows:

VIVITY HMO

- \$0 employee only
- \$0 employee plus one spouse
- \$0 employee plus child(ren)
- \$0 employee plus family (spouse/domestic partner plus child(ren))

SELECT HMO

- \$67 employee only
- \$129 employee plus one spouse
- \$108 employee plus child(ren)
- \$161 employee plus family (spouse/domestic partner plus child(ren))

TRADITIONAL HMO

- \$114 employee only
- \$200 employee plus spouse
- \$178 employee plus child(ren)
- \$278 employee plus family (spouse/domestic partner plus child(ren))

EPO

- \$446 employee only
- \$760 employee plus spouse

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVII: INSURANCE SCHEDULE

- 1                   • \$727 employees plus child(ren)
- 2                   • \$1,053 employee plus family (spouse/domestic partner plus child(ren))
- 3                   PPO
- 4                   • \$519 employee only
- 5                   • \$929 employee plus spouse
- 6                   • \$873 employee plus child(ren)
- 7                   • \$1,296 employee plus family (spouse/domestic partner plus child(ren))

8                   2. The parties agree to participate in the Request For Proposal, RFP, process for the  
9                   2025 benefit year and additionally agree to a move to a pool, and/or a carrier  
10                  change, and plan design changes that result in lowered premium costs.

11                 HMO Plan design changes may include:

- 12                   • Adjustments to the Out of Pocket In Network, PCP Office Visit
- 13                   • Specialist Copay
- 14                   • Outpatient Facility copay
- 15                   • Inpatient Admissions.

16                 PPO Plan design changes may include:

- 17                   • Adjustments to the Deductibles for In and Out of Network
- 18                   • Out of Pocket Max In and Out of Network
- 19                   • PCP Office Visits
- 20                   • Coinsurance In and Out of Network

21                 3. The fixed percentage based model established for 2025 shall be renegotiated  
22                 should the subsequent premium renewal exceed 10 (ten) percent. The following is  
23                 one example of a fixed percentage based contribution model to be explored: HMO:

- 24                   • Employees choosing a Narrow Network HMO medical plan(s) shall contribute  
25                   using the following formula:
  - 26                         ○ All Employee contribution tiers: 95% of the premium paid by the  
27                         District, and 5% of the premium paid by the employee.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVII: INSURANCE SCHEDULE

- Employees choosing a Traditional HMO medical plan shall contribute using the following formula:

- All Employee contribution tiers: 90% of the premium paid by the District, and 10% of the premium paid by the employee.

EPO:

- Employees choosing a EPO medical plan shall contribute using the following formula:

- All Employee contribution tiers: 80% of the premium paid by the District, and 20% of the premium paid by the employee.

PPO:

- Employees choosing a PPO medical plan shall contribute using the following formula:

- All Employee contribution tiers: 75% of the premium shall be paid by the District, and 25% of the premium paid by the employee.

4. For the 2024 benefit year, the District shall make a contribution of \$750 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in a District sponsored HMO medical plan, \$ 1000 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored EPO medical plan and \$1500 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored PPO medical plan.

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVII: INSURANCE SCHEDULE

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

B. Insurance Program Coverage

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

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

D. Tax Sheltered Annuities

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

E. Termination of Insurance Benefits

A probationary or permanent employee who is involuntarily terminated by the District because of a reduction in force pursuant to Education Code Section 44955 will continue to be insured under the group health care and life insurance policies through August 31 of the following school year. In the event that the reduction in force occurs in August, the employee shall be covered for up to sixty (60) days under the group health care and life insurance policies unless said employee notifies the District that coverage has been obtained elsewhere.

F. Coverage of Employees on Paid Leave

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

G. Members on Unpaid Leave

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



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

Section 1. Primary Salary

A. Experience Credit

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

- a. To receive credit for a day, an employee must work some portion of a day.
- b. To receive credit for a semester, an employee must receive credit for a minimum of seventy-five percent (75%) of the number of teacher days assigned in a given semester.
- c. To receive credit for a year, an employee must receive credit for any two (2) semesters or must receive credit for a minimum of seventy-five percent (75%) of teacher days assigned in a given year.
- d. For purposes of experience and anniversary credit for temporary, probationary and permanent employees, day-to-day or long-term substitute teaching does not count toward completion of seventy-five (75%) of the teacher work year unless it is part of a single assignment (i.e., one classroom, one teacher).

2. Any employee whose experience as defined by the criteria in the paragraph above

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

was interrupted for military service shall receive full credit (up to a maximum of four (4) years) as if the teaching experience had not been interrupted.

B. Anniversary Increments Credit

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

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

C. Graduate Semester Units

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

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

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

- a. A written statement explaining the specific reasons for the request.
- b. All evidence that supports the reasons for the request.

D. Verification of Employee Salary

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

E. Remuneration for Appropriate Units

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

F. Inservice Credits

Inservice credits shall be granted for participation in organized District-approved

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

inservice classes where the time allotments and course requirements are the equivalent of similar classes offered by colleges or universities.

G. Professional Growth Committee

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

H. Purposeful Travel

Three (3) credits shall be earned for at least six (6) consecutive weeks of purposeful travel. A maximum of six (6) credits shall be granted for travel. Conditions precedent:  
1) Principal approval of the proposed travel. 2) Any such credit shall remain within the 70-unit maximum which now exists.

I. Credit for Writing Grants

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

Section 2. Extra Duty Pay Schedule

A. General Information

1. Unless the position is of a shorter duration, extra duty assignments are intended to be for the school year.
2. Posting Extra Duty Position  
An announcement concerning an extra duty pay vacancy at a school shall be posted and included in the daily bulletin at least five (5) working days prior to the selection of a person to fill the position. The announcement shall contain all

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

1            particulars including administrator-in-charge and method of application for the  
2            position.

3            3.    Payment for CIF Post Season Play

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

11           4.    Voluntary or Non-Paid Positions

12           a.    Service by elementary employees in resident camp programs is voluntary.  
13                  Under normal circumstances duty time for employees attending outdoor  
14                  education camp shall be eight (8) hours per day. No instructional,  
15                  supervisory, or discipline duty shall be assigned beyond that eight (8) hour  
16                  period under normal circumstances.

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

18           5.    Authorized Positions for Sports Programs

19           a.    The decision to offer any sports will be made at the discretion of the  
20                  Superintendent and the Principal. If a program of any kind is offered for high  
21                  school boys sports, there shall be an Athletic Director for boys sports. If a  
22                  program of any kind is offered for high school girls sports, there shall be an  
23                  Athletic Director for girls sports. If a sports program of any kind is offered,  
24                  there shall be an athletic trainer if a qualified applicant is available. If any two  
25                  different positions are held by the same individual, the aggregate stipend  
26                  shall be no less than the sum of the individual stipends.

27           b.    Under CIF league rules, a designated certificated person shall be assigned  
28                  to supervise every athletic activity held after 4:00 p.m. If an employee of the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

bargaining unit is so designated, he/she shall be paid the certificated hourly rate of pay.

High School Boys Sports

The number of coaching assignments shall be as follows:

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

(2) Basketball: One (1) varsity coach, one (1) coach for each additional designated level. In the event there are not enough students to field a sophomore team, the position will be used for one (1) additional assistant coach elsewhere in the program.

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

(4) Football:

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

(b) Frosh teams: One (1) head coach and one (1) assistant coach at each level team with a third coach to be considered in the Spring if the projected number of students going out for the sport exceeds sixty-five (65).

(c) Additional Assistant Coaches: The program will have two (2) coaching positions, or three(3) if the projected number of students going out for the Varsity or Junior Varsity level exceeds sixty-five (65), to use in the program.

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

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

(7) Soccer: One (1) varsity coach plus one (1) coach for each additional

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

designated level team.

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

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

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

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

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

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

High School Girls Sports

The number of coaching assignments shall be as follows:

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

(2) Basketball: One (1) varsity coach, one (1) coach for each additional designated level. In the event there are not enough students to field a sophomore team, the position will be used for one (1) additional assistant coach elsewhere in the program.

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

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

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

(7) Softball: One (1) varsity coach and one (1) assistant varsity coach plus one (1) coach for each additional designated level team.

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

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

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

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

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

Co-educational Sports

(1) Athletic Trainer: One (1) per each high school

(2) Roller Hockey: One (1) varsity coach plus one (1) coach for each additional designated level team.

(3) Weight Training Instructor: One (1) position per high school.

6. Authorized Positions for High School Coordinators

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

7. Hiring for Coaching Positions



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

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

8. Hiring Elementary Chorus Positions

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

B. Scheduled Categories

Category 1

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

1. Drivers Training
2. Extra Pay
3. Period Substitutes
4. Supervising a designated athletic event
5. Computer Lab Operator (to a maximum of 270 hours)
6. Employees who write recommendations to an accredited institution shall be paid on an hourly basis up to the allowed amount for each school for each recommendation in excess of five (5) in a school year at the certificated hourly rate of pay. The allowed number of hours for each high school shall be prorated according to the number of students at the high school. This should be done on an equitable basis among teachers at all schools. The total allowed hours for this provision shall be 125 hours for the District.
7. Class Supervision 1. Elementary – In the event a teacher is required to supervise another class or part of a class when no substitute is available, they shall be compensated per the following; If students are present for under 30 minutes they will be compensated for 30 minutes. If students are present for more than 30

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

minutes and less than an hour they will be compensated for an hour.

In the event such a situation arises, if it is mutually agreeable to the teachers involved and the Principal, one teacher may offer to supervise a second teacher's class at no cost to the District. SAI Teachers or other support personnel shall not be asked to substitute in the classroom, thereby having to cancel his/her program(s) unless there is an emergency situation.

2. Secondary – In the event a regular classroom teacher is required to supervise another class during their conference period the teacher will be compensated for a full hour for each portion of an hour they cover in another classroom. In the event of a block schedule, the teacher shall be compensated for two (2) hours.

Category 2

These assignments require time with the students as well as additional time for grading, preparation, and conferences. For each hour with the students, an additional fifteen (15) minutes of time shall be allotted for salary computational purposes as reflected in the Miscellaneous section of ARTICLE XVIII.

1. Home/Hospital Teaching
2. Adult Education
3. Secondary Make-up Classes

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

Category 3

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

Category 4

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

C. Definitions

1. "Required Hours" means the number of hours which the District and the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

Association agree are normally needed to satisfactorily perform the assignment.

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

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

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

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

D. Method of Payment of Mid-Year Salary Increases

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

1. Each cell on the salary schedule will be increased by the percentage amount of the increase;
2. Each unit member's annual salary will increase by the percentage amount of the increase;
3. In determining the amount of money to be paid to the unit member as a result of this increase, the member's increased annual salary will be divided by ten (the number of pay periods in the school year);

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

1           4. For each remaining pay period during that school year, or until another salary  
2           increase occurs, the unit member will receive one-tenth of his newly increased  
3           annual salary.

4           Additionally, it is agreed that extra duty pay will always be paid based on the salary  
5           schedule and base salary factor in effect at the beginning of school of any given year.  
6           Any raise approved by the Board of Education after the beginning of school of a given  
7           year will be applied to the extra duty pay schedule the following start of the school year.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

2023-2024 EXTRA DUTY PAY SCHEDULE, Effective November 6, 2023

|          | 1    | 2    | 3    | 4    | 5    | 6      |
|----------|------|------|------|------|------|--------|
|          | Req. | Rel. | Net  | Don. | Paid |        |
| Position | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Amount |

ADVISORS - ELEMENTARY SCHOOL LEVEL

|                              |     |   |     |    |     |       |
|------------------------------|-----|---|-----|----|-----|-------|
| 1. Accompanist               | 62  | 0 | 62  | 37 | 25  | 1,152 |
| 2. Choral Director*          | 124 | 0 | 124 | 74 | 50  | 2,304 |
| 3. Instrumental Director*    | 126 | 0 | 126 | 76 | 50  | 2,304 |
| 4. Student Council Director* | 126 | 0 | 126 | 76 | 50  | 2,304 |
| 5. Technology Coordinator*   | 148 | 0 | 148 | 28 | 120 | 5,528 |

ADVISORS - ESPERANZA

|   |     |   |     |    |    |       |
|---|-----|---|-----|----|----|-------|
| 1. Agriculture                                  | 50  | 0 | 50  | 30 | 20 | 921   |
| 2. Special Olympics** 1 <sup>st</sup> Semester  | 115 | 0 | 115 | 69 | 46 | 2,119 |
| 2a. Special Olympics** 2 <sup>nd</sup> Semester | 115 | 0 | 115 | 69 | 46 | 2,119 |
| 3. Yearbook                                     | 100 | 0 | 100 | 60 | 40 | 1,843 |
| 4. Student Council Director                     | 126 | 0 | 126 | 76 | 50 | 2,304 |

ADVISORS - INTERMEDIATE SCHOOL LEVEL

|                             |     |     |     |     |    |       |
|-----------------------------|-----|-----|-----|-----|----|-------|
| 1. Accompanist*             | 46  | 0   | 46  | 28  | 18 | 829   |
| 2. Song/Cheer Leader*       | 107 | 0   | 107 | 64  | 43 | 1,981 |
| 3. Instrumental Director    | 126 | 0   | 126 | 76  | 50 | 2,304 |
| 4. Choral Director          | 124 | 0   | 124 | 74  | 50 | 2,304 |
| 5. Student Council Director | 414 | 288 | 126 | 76  | 50 | 2,304 |
| 6. Student Store*           | 69  | 0   | 69  | 41  | 28 | 1,290 |
| 7. Yearbook                 | 188 | 0   | 188 | 113 | 75 | 3,455 |
| 8. Drama                    | 160 | 0   | 160 | 95  | 65 | 2,995 |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

|                                  | 1    | 2    | 3    | 4    | 5    | 6      |
|----------------------------------|------|------|------|------|------|--------|
|                                  | Req. | Rel. | Net  | Don. | Paid |        |
|                                  | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Amount |
| ADVISORS - HIGH SCHOOL LEVEL     |      |      |      |      |      |        |
| 1. Choral Music                  | 472  | 288  | 184  | 110  | 74   | 3,409  |
| 1a. Accompanist                  | 302  | 0    | 302  | 180  | 122  | 5,621  |
| 2. Dance Director                | 472  | 288  | 184  | 110  | 74   | 3,409  |
| 3. Drama                         | 518  | 288  | 230  | 138  | 92   | 4,238  |
| 4. Color Guard                   | 588  | 288  | 300  | 180  | 120  | 5,528  |
| 5. Instrumental Music Dir.       | 698  | 288  | 410  | 246  | 164  | 7,555  |
| 5a. Spring Musical               | 0    | 0    | 0    | 0    | 25   | 1,152  |
| 6. Instrumental Music Dir. Asst. | 648  | 288  | 360  | 216  | 144  | 6,634  |
| 7. Journalism                    | 588  | 288  | 300  | 180  | 120  | 5,528  |
| 8. Speech/Debate*                | 388  | 0    | 388  | 232  | 156  | 7,187  |
| 9. Student Store*                | 468  | 288  | 180  | 108  | 72   | 3,317  |
| 10. Varsity Pep Squad            | 518  | 288  | 230  | 138  | 92   | 4,238  |
| 11. Yearbook                     | 588  | 288  | 300  | 180  | 120  | 5,528  |
| 12. Yearbook, Silverado          | 200  | 0    | 200  | 120  | 80   | 3,686  |
| 13. Chess Team*                  | 46   | 0    | 46   | 28   | 18   | 829    |
| 14. Journalism, Silverado        | 100  | 0    | 100  | 60   | 40   | 1,843  |
| 15. Model UN Advisor             | 618  | 288  | 330  | 198  | 132  | 6,081  |
| 16. Asst. Model UN Advisor       | 330  | 0    | 330  | 198  | 132  | 6,081  |
| 17. CSF Advisor*                 | 50   | 0    | 50   | 20   | 30   | 1,382  |
| 18. Mock Trial Advisor*          | 200  | 0    | 200  | 120  | 80   | 3,686  |
| 19. Drama, Silverado             | 100  | 0    | 100  | 60   | 40   | 1,843  |
| 20. ASB Advisor, Silverado       | 100  | 0    | 100  | 60   | 40   | 1,843  |
| *Not Authorized                  |      |      |      |      |      |        |
| **Per Semester                   |      |      |      |      |      |        |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

2023-2024 EXTRA DUTY PAY SCHEDULE, Effective November 6, 2023

|                                       | 1    | 2    | 3    | 4    | 5    | 6      |
|---------------------------------------|------|------|------|------|------|--------|
|                                       | Req. | Rel. | Net  | Don. | Paid |        |
| Position                              | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Amount |
| COACHING - HIGH SCHOOL BOYS SPORTS    |      |      |      |      |      |        |
| 1. Athletic Director                  | 751  | 288  | 463  | 278  | 185  | 8,523  |
| 2. Baseball, Varsity                  | 346  | 96   | 250  | 150  | 100  | 4,607  |
| 4. Baseball, Assistant Varsity        | 281  | 96   | 185  | 111  | 74   | 3,409  |
| 5. Baseball, JV**                     | 281  | 96   | 185  | 111  | 74   | 3,409  |
| 6. Baseball, Frosh/Soph**             | 244  | 96   | 148  | 89   | 59   | 2,718  |
| 7. Basketball, Varsity                | 383  | 88   | 295  | 177  | 118  | 5,436  |
| 8. Basketball, JV**                   | 294  | 104  | 190  | 114  | 76   | 3,501  |
| 9. Basketball, Soph                   | 257  | 104  | 153  | 92   | 61   | 2,810  |
| 10. Basketball, Frosh**               | 257  | 104  | 153  | 92   | 61   | 2,810  |
| 11. Cross Country, Varsity            | 281  | 88   | 193  | 116  | 77   | 3,547  |
| 12. Cross Country, JV**               | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 13. Cross Country, Frosh/Soph**       | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 14. Football, Varsity                 | 451  | 88   | 363  | 218  | 145  | 6,680  |
| 15. Football, Assistant Varsity**     | 328  | 88   | 240  | 144  | 96   | 4,423  |
| 16. Football, JV**                    | 328  | 88   | 240  | 144  | 96   | 4,423  |
| 17. Football, Assistant               | 281  | 88   | 193  | 116  | 77   | 3,547  |
| 18. Football, Assistant **            | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 19. Football, Frosh                   | 281  | 88   | 193  | 116  | 77   | 3,547  |
| 20. Football, Assistant Frosh**       | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 21. Football, Assistant (65+)**       | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 22. Football, Assistant Frosh (65+)** | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 23. Golf, Varsity                     | 244  | 96   | 148  | 89   | 59   | 2,718  |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

|                                       | 1    | 2    | 3    | 4    | 5    | 6      |
|---------------------------------------|------|------|------|------|------|--------|
|                                       | Req. | Rel. | Net  | Don. | Paid |        |
|                                       | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Amount |
| 24. Golf, JV**                        | 123  | 0    | 123  | 74   | 49   | 2,257  |
| 25. Lacrosse, Varsity                 | 281  | 88   | 193  | 116  | 77   | 3,547  |
| 26. Lacrosse, JV**                    | 243  | 0    | 155  | 93   | 62   | 2,856  |
| 27. Lacrosse, Frosh/Soph**            | 243  | 0    | 155  | 93   | 62   | 2,856  |
| 28. Soccer, Varsity                   | 279  | 104  | 175  | 75   | 100  | 4,607  |
| 29. Soccer, JV**                      | 242  | 104  | 138  | 83   | 55   | 2,534  |
| 30. Soccer, Frosh/Soph**              | 242  | 104  | 138  | 83   | 55   | 2,534  |
| 31. Swimming, Varsity                 | 346  | 96   | 250  | 150  | 100  | 4,607  |
| 32. Swimming, Assistant Varsity**     | 309  | 96   | 213  | 128  | 85   | 3,916  |
| 33. Swimming, JV**                    | 309  | 96   | 213  | 128  | 85   | 3,916  |
| 34. Tennis, Varsity                   | 281  | 96   | 185  | 111  | 74   | 3,409  |
| 35. Tennis, JV**                      | 244  | 96   | 148  | 89   | 59   | 2,718  |
| 36. Tennis, Frosh/Soph**              | 244  | 96   | 148  | 89   | 59   | 2,718  |
| 37. Track, Varsity                    | 346  | 96   | 250  | 150  | 100  | 4,607  |
| 38. Track, Assistant Varsity**        | 281  | 96   | 185  | 111  | 74   | 3,409  |
| 39. Track, Assistant Varsity (70+)**  | 281  | 96   | 185  | 111  | 74   | 3,409  |
| 40. Track, Assistant Varsity (100+)** | 281  | 96   | 185  | 111  | 74   | 3,409  |
| 41. Volleyball, Varsity               | 281  | 88   | 193  | 116  | 77   | 3,547  |
| 42. Volleyball, JV**                  | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 43. Volleyball, Frosh/Soph**          | 284  | 88   | 155  | 93   | 62   | 2,856  |
| 44. Water Polo, Varsity               | 308  | 88   | 220  | 132  | 88   | 4,054  |
| 45. Water Polo, JV**                  | 271  | 88   | 183  | 110  | 73   | 3,363  |
| 46. Wrestling, Varsity                | 347  | 104  | 243  | 146  | 97   | 4,469  |
| 47. Wrestling, JV**                   | 279  | 104  | 175  | 105  | 70   | 3,225  |
| 48. Wrestling, Frosh/Soph**           | 279  | 104  | 175  | 105  | 70   | 3,225  |



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

|                                      | 1    | 2    | 3    | 4    | 5    | 6      |
|--------------------------------------|------|------|------|------|------|--------|
|                                      | Req. | Rel. | Net  | Don. | Paid |        |
| Position                             | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Amount |
| COACHING - HIGH SCHOOL COED SPORTS   |      |      |      |      |      |        |
| 1. Athletic Trainer                  | 661  | 288  | 373  | 224  | 149  | 6,864  |
| 2. Roller Hockey, Varsity**          | 244  | 96   | 148  | 89   | 59   | 2,718  |
| 3. Roller Hockey, J.V.**             | 123  | 0    | 123  | 74   | 49   | 2,257  |
| 4. Weight Trainer                    | 282  | 144  | 138  | 83   | 55   | 2,534  |
| 5. Competitive Cheer, Varsity        | 252  | 88   | 164  | 72   | 92   | 4,238  |
| 6. Unified Track & Field, Varsity    | 198  | 96   | 102  | 43   | 59   | 2,718  |
| COACHING - HIGH SCHOOL GIRLS SPORTS  |      |      |      |      |      |        |
| 1. Athletic Director                 | 751  | 288  | 463  | 278  | 185  | 8,523  |
| 2. Badminton, Varsity*               | 280  | 80   | 200  | 120  | 80   | 3,686  |
| 3. Badminton, JV*                    | 243  | 80   | 163  | 98   | 65   | 2,995  |
| 4. Basketball, Varsity               | 383  | 88   | 295  | 177  | 118  | 5,436  |
| 5. Basketball, JV**                  | 294  | 104  | 190  | 114  | 76   | 3,501  |
| 6. Basketball, Soph                  | 257  | 104  | 153  | 92   | 61   | 2,810  |
| 7. Basketball, Frosh**               | 257  | 104  | 153  | 92   | 61   | 2,810  |
| 8. Beach Volleyball, Varsity         | 198  | 88   | 110  | 51   | 59   | 2,718  |
| 9. Cross Country, Varsity            | 281  | 88   | 193  | 116  | 77   | 3,547  |
| 10. Cross Country, JV**              | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 11. Cross Country, Frosh/Soph**      | 243  | 88   | 155  | 93   | 62   | 2,856  |
| 12. Flag Football, Varsity           | 279  | 88   | 191  | 91   | 100  | 4,607  |
| 13. Flag Football, Assistant Varsity | 198  | 88   | 110  | 48   | 62   | 2,856  |
| 14. Golf, Varsity                    | 244  | 96   | 148  | 89   | 59   | 2,718  |
| 15. Golf, JV**                       | 123  | 0    | 123  | 74   | 49   | 2,257  |
| 16. Gymnastics, Varsity*             | 281  | 96   | 185  | 111  | 74   | 3,409  |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

|    |                                       |     |     |     |     |     |       |
|----|---------------------------------------|-----|-----|-----|-----|-----|-------|
| 1  | 17. Gymnastics, JV*                   | 244 | 96  | 148 | 89  | 59  | 2,718 |
| 2  | 18. Lacrosse, Varsity                 | 281 | 88  | 193 | 116 | 77  | 3,547 |
| 3  | 19. Lacrosse, JV**                    | 243 | 0   | 155 | 93  | 62  | 2,856 |
| 4  | 20. Lacrosse, Frosh/Soph**            | 243 | 0   | 155 | 93  | 62  | 2,856 |
| 5  | 21. Soccer, Varsity                   | 279 | 104 | 175 | 75  | 100 | 4,607 |
| 6  | 22. Soccer, JV**                      | 242 | 104 | 138 | 83  | 55  | 2,534 |
| 7  | 23. Soccer, Frosh/Soph**              | 242 | 104 | 138 | 83  | 55  | 2,534 |
| 8  | 24. Softball, Varsity                 | 346 | 96  | 250 | 150 | 100 | 4,607 |
| 9  | 25. Softball, Assistant Varsity**     | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 10 | 26. Softball, JV**                    | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 11 | 27. Softball, Frosh/Soph**            | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 12 | 28. Swimming, Varsity                 | 346 | 96  | 250 | 150 | 100 | 4,607 |
| 13 | 29. Swimming, Assistant Varsity**     | 309 | 96  | 213 | 128 | 85  | 3,916 |
| 14 | 30. Swimming, JV**                    | 309 | 96  | 213 | 128 | 85  | 3,916 |
| 15 | 31. Tennis, Varsity                   | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 16 | 32. Tennis, JV**                      | 244 | 96  | 148 | 89  | 59  | 2,718 |
| 17 | 33. Tennis, Frosh/Soph**              | 244 | 96  | 148 | 89  | 59  | 2,718 |
| 18 | 34. Track, Varsity                    | 346 | 96  | 250 | 150 | 100 | 4,607 |
| 19 | 35. Track, Assistant Varsity**        | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 20 | 36. Track, Assistant Varsity (70+)**  | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 21 | 37. Track, Assistant Varsity (100+)** | 281 | 96  | 185 | 111 | 74  | 3,409 |
| 22 | 38. Volleyball, Varsity               | 281 | 88  | 193 | 116 | 77  | 3,547 |
| 23 | 39. Volleyball, JV**                  | 243 | 88  | 155 | 93  | 62  | 2,856 |
| 24 | 40. Volleyball, Frosh/Soph**          | 243 | 88  | 155 | 93  | 62  | 2,856 |
| 25 | 41. Water Polo, Varsity               | 308 | 88  | 220 | 132 | 88  | 4,054 |
| 26 | 42. Water Polo, JV**                  | 271 | 88  | 183 | 110 | 73  | 3,363 |

27 \*Not Authorized

28 \*\*Not Funded by the District

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024  
 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

2023-2024 EXTRA DUTY PAY SCHEDULE, Effective November 6, 2023

|          | 1    | 2    | 3    | 4    | 5    | 6      |
|----------|------|------|------|------|------|--------|
|          | Req. | Rel. | Net  | Don. | Paid |        |
| Position | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Amount |

COORDINATORS - INTERMEDIATE

|                            |     |   |     |     |    |       |
|----------------------------|-----|---|-----|-----|----|-------|
| 1. Audio Visual/Technology | 160 | 0 | 160 | 110 | 50 | 2,304 |
| 2. Technology, Coordinator | 151 | 0 | 151 | 76  | 75 | 3,455 |
| 3. Journalism              | 100 | 0 | 100 | 60  | 40 | 1,843 |

COORDINATORS - HIGH SCHOOL

|                                   |     |     |     |     |     |       |
|-----------------------------------|-----|-----|-----|-----|-----|-------|
| 1. Audio Visual/Technology        | 186 | 0   | 186 | 136 | 50  | 2,304 |
| 2. Driver Training***             | 240 | 0   | 240 | 144 | 96  | 4,423 |
| 3. Work Experience                | 180 | 0   | 180 | 108 | 72  | 3,317 |
| 4. Career Center, Advisor         | 180 | 0   | 180 | 108 | 72  | 3,317 |
| 5. Driver Training, Silverado**** | 120 | 0   | 120 | 72  | 48  | 2,211 |
| 6. Technology, Coordinator        | 378 | 288 | 90  | 0   | 90  | 4,146 |
| 7. Media Manager                  | 270 | 0   | 270 | 162 | 108 | 4,976 |
| 8. Technology Coord., Silverado   | 100 | 0   | 100 | 60  | 40  | 1,843 |

\*\*\*Driver Training (school year and summer together)

\*\*\*\*Current Driver Training, Silverado teacher shall not receive salary less than that which he/she received for the 1988-89 academic year.

Miscellaneous

1. \$46.07 Hour (Driver Training, Extra Pay, Period Substitute)

HOURLY RATE = .10904% of primary salary factor

2. \$57.59 Hour (Adult Education, Home Teacher, and Secondary Make up Classes)

Per Article XVIII, Section B, Category 2, this hourly rate includes an additional fifteen (15) minutes of time for each hour with students.

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

Category 5

These assignments are such that it is difficult to place them on an hourly basis. They will be paid as a stipend.

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

2. Elementary and Secondary Chairs

A. As determined in Spring of 2018, half of these positions for each site shall open each year. As the terms are for two-years, specific Chair positions open every other year. It is understood that at the elementary level, representation of grade levels could change since the number of positions is based on actual staffing.

B. In the event an employee holding a chair position is granted an extended leave of absence, the position may be flown. The determination is made by the Principal.

C. Elementary Chairs

The number of Elementary Chairs shall be based on the total number of teachers at the site. The stipend for this position shall be \$3,500.

| <u>Number of Teachers</u> | <u>Number of Elementary Chairs</u> |
|---------------------------|------------------------------------|
| 1-4                       | 1                                  |
| 5-12                      | 2                                  |
| 13-20                     | 4                                  |
| 21-29                     | 5                                  |
| 30+                       | 6                                  |

The representation of grade levels shall be determined by the Principal with input from the staff. Configuration of combination classes shall be considered when making such determinations.

D. Secondary Chairs

Each Intermediate School shall have no fewer than seven (7) Secondary Chairs. The following subject areas/departments shall have Secondary

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

Chairs: Electives; English; Health/PE; Mathematics; Science; Social Science; and Special Education. One (1) additional Secondary Chair position shall be available for each Intermediate School in the event the Principal would like a specialized program represented by a Secondary Chair. Each Comprehensive High School shall have no fewer than nine (9) Secondary Chairs. The following subject areas/departments shall have Secondary Chairs: Career Technical Education; English; Health/PE; Mathematics; Science; Social Science; Special Education; World Languages; and Visual and Performing Arts. One (1) additional Secondary Chair position shall be available for each Comprehensive High School in the event the Principal would like a specialized program represented by a Secondary Chair. Alternative Education (Silverado High School and Mira Monte) shall have four (4) Secondary Chairs. Esperanza shall have one (1) Secondary Chair. The stipend for the Secondary Chairs shall be based on the number of employees who teach in the subject area.

| <u>Number of Teachers</u> | <u>Stipend</u> |
|---------------------------|----------------|
| 18+                       | \$6,500        |
| 13-17                     | \$5,500        |
| 8-12                      | \$4,500        |
| 1-7                       | \$3,500        |

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

Category 6

1. These assignments are strictly academic in nature requiring the full use of the educator's expertise. All of the time required to perform the tasks including preparation, meetings, and time with students shall be remunerated either through assignment of a class period or on an hourly basis using the certificated hourly rate of pay. If a class period is assigned for the project, it is to be understood that

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

the employee is being remunerated on a semester basis for a period of time computed by taking twenty percent (20%) of eight (8) hours per day, multiplied by ninety (90) days. Time in excess of this is to be remunerated by an additional stipend.

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

|                                   |                  |
|-----------------------------------|------------------|
| HIGH SCHOOL ACADEMIC COMPETITIONS | 80 HRS./SEMESTER |
| HIGH SCHOOL ASSISTANT             | 40 HRS./SEMESTER |
| INTER ACADEMIC COMPETITIONS/MUN   | 40 HRS./SEMESTER |
| INT. ASSISTANT                    | 20 HRS./SEMESTER |
| ELEMENTARY ACADEMIC COMPETITIONS  | 35 HRS./SEMESTER |

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

Category 7

These assignments are to be paid as a specified stipend:

1. Teachers of elementary combination classes (excluding special education classes), shall be paid a stipend of 6.1% of the primary salary factor. In the event that a teacher is required to teach such a class (excluding special education classes) for two (2) or more contiguous years, the stipend for all years after the first shall be eight (8%) of the primary salary factor. In the event a combination class is terminated, the stipend shall be prorated based on the number of days worked.
2. In a situation which an employee who teaches at one (1) school site and coaches at a different school site is not able to be granted a release period, the employee

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

shall be paid a stipend equal to 6.1% of the primary salary factor.

3. Employees who coach two (2) or more teams during a year shall be paid a stipend equal to 6.1% of the primary salary factor.

4. A stipend equal to 4.5% of the primary salary factor shall be paid to teachers on the secondary level, who are assigned four (4) academic preparations during a given semester. For purposes of this section, foreign language combination classes or courses with different ability levels shall be defined as one academic preparation.

5. An additional stipend equal to 4.5% of the primary salary factor shall be paid to secondary teachers who are assigned five (5) academic preparations during a given semester. For purposes of this section, foreign language combination classes or courses with different ability levels shall be defined as one academic preparation.

Category 8

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

Category 9

Any teacher required to attend more than two (2) hours outside of the instructional day per school year per student who requires an IEP shall be compensated for the additional meeting time at the certificated hourly rate of pay.

Section 3. Beginning Teacher Salary

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

B. No increase to teachers salaries as a result of this section shall require the District to increase the salaries of other employees. It is specifically understood that the primary

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

salary factor referred to in this provision shall not be used for any salary schedule or extra duty pay calculations.

Section 4. Primary Salary Schedule

A. A. Certificated Salary Schedule will be increased by six (6)%, retroactive to July 1, 2023.

The academic hourly rate shall be adjusted upon ratification.

1. Minimum Salary \$66,838

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

a. Master's Degree (7.816% of Primary Salary Factor) \$ 3,303

b. Doctoral Degree (8.762% of Primary Salary Factor) \$ 3,703

c. 8.0/8.1 or Ryan Vocational Credential  
(7.816% of Primary Salary Factor) \$ 3,303

d. BCLAD when required for assignment  
(7.816% of Primary Salary Factor) \$ 3,303

3. Longevity Bonus:

Upon completion of

a. 13 years = (14.622% of Primary Salary Factor) \$ 6,179

b. 16 years = (14.623% of Primary Salary Factor) \$ 6,179

c. 20 years = (10.235% of Primary Salary Factor) \$ 4,326

24 years = (29.977% of Primary Salary Factor) \$12,667

Primary Salary Factor: \$42,255



# SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVEA, 2023-2024 ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

## SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT CERTIFICATED PRIMARY SALARY SCHEDULE Effective 7/01/2023

Salary Schedule A

| Year | 0-70+ Units |
|------|-------------|
| 0    | \$30,000    |
| 1    | \$30,000    |
| 2    | \$30,800    |
| 3    | \$30,800    |
| 4    | \$30,800    |
| 5    | \$31,617    |
| 6    | \$33,788    |
| 7    | \$35,959    |
| 8    | \$38,130    |
| 9    | \$40,301    |
| 10   | \$42,472    |

Salary Schedule 1

|      | A         | B          | C           | D           | E           |
|------|-----------|------------|-------------|-------------|-------------|
| Year | 0-6 Units | 7-12 Units | 13-18 Units | 19-24 Units | 25-29 Units |
| 0    | \$62,630  | \$ 62,633  | \$62,634    | \$62,635    | \$62,636    |
| 1    | \$62,633  | \$ 62,634  | \$62,635    | \$62,636    | \$62,639    |
| 2    | \$62,634  | \$ 62,635  | \$62,635    | \$62,636    | \$62,639    |
| 3    | \$62,635  | \$ 62,635  | \$62,635    | \$62,636    | \$62,639    |
| 4    | \$62,636  | \$ 62,636  | \$62,636    | \$62,636    | \$63,699    |
| 5    | \$63,137  | \$ 64,395  | \$65,649    | \$66,904    | \$67,951    |
| 6    | \$69,233  | \$ 70,015  | \$71,635    | \$72,578    | \$73,644    |
| 7    | \$74,312  | \$ 74,347  | \$75,627    | \$78,231    | \$78,656    |
| 8    | \$77,403  | \$ 78,683  | \$79,963    | \$81,243    | \$82,309    |
| 9    | \$81,736  | \$ 83,016  | \$85,981    | \$86,280    | \$86,644    |
| 10   | \$88,266  | \$ 89,574  | \$90,667    | \$91,755    | \$93,497    |

Salary Schedule 2

|  | F           | G           | H           | I           | J           | K           | L            |
|--|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Year   | 30-35 Units | 36-41 Units | 42-47 Units | 48-53 Units | 54-59 Units | 60-65 Units | 66-70+ Units |
| 0  | \$64,057    | \$65,241    | \$ 66,427   | \$67,614    | \$ 68,799   | \$ 69,988   | \$ 71,173    |
| 1  | \$64,947    | \$66,132    | \$ 67,313   | \$68,505    | \$ 69,688   | \$ 70,879   | \$ 72,063    |
| 2  | \$65,831    | \$67,021    | \$ 68,208   | \$69,394    | \$ 70,577   | \$ 71,766   | \$ 72,955    |
| 3  | \$66,727    | \$67,911    | \$ 69,095   | \$70,285    | \$ 71,466   | \$ 72,657   | \$ 73,841    |
| 4  | \$70,104    | \$71,429    | \$ 72,750   | \$74,072    | \$ 75,393   | \$ 76,713   | \$ 77,818    |
| 5  | \$72,905    | \$74,227    | \$ 75,549   | \$76,875    | \$ 78,195   | \$ 79,519   | \$ 80,623    |
| 6  | \$77,385    | \$78,703    | \$ 80,026   | \$81,352    | \$ 82,668   | \$ 83,990   | \$ 85,097    |
| 7  | \$81,860    | \$83,184    | \$ 84,502   | \$85,825    | \$ 87,145   | \$ 88,469   | \$ 89,574    |
| 8  | \$86,333    | \$87,655    | \$ 88,977   | \$90,295    | \$ 91,626   | \$ 92,945   | \$ 94,047    |
| 9  | \$90,811    | \$92,132    | \$ 93,457   | \$94,774    | \$ 96,102   | \$ 97,420   | \$ 98,519    |
| 10   | \$94,794    | \$96,102    | \$ 97,406   | \$98,708    | \$ 100,015  | \$ 101,319  | \$ 102,410   |
| Salaries listed below include anniversary increment bonus. |             |             |             |             |             |             |              |
| 13   | \$100,973   | \$102,281   | \$103,585   | \$104,887   | \$106,194   | \$107,498   | \$108,589    |
| 16   | \$107,152   | \$108,460   | \$109,764   | \$111,066   | \$112,373   | \$113,677   | \$114,768    |
| 20   | \$111,477   | \$112,785   | \$114,089   | \$115,391   | \$116,698   | \$118,002   | \$119,093    |
| 24   | \$124,144   | \$125,452   | \$126,756   | \$128,058   | \$129,365   | \$130,669   | \$131,760    |

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

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

Salary Schedule 2: Teachers with 30 units or more shall be placed on this schedule. Credit is given for both experience and units.

Add to above salaries:

Master's Degree/Vocational Credential: \$3,303  
or Doctoral Degree: \$3,703

Board Approved: 11/9/2023  
Effective: 7/1/2023

1

2

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XVIII: SALARY AND ECONOMIC BENEFITS

Section 5. Full-Time Certificated Adult Education Salary Schedule

A. The salary schedule effective July 1, 2023 for full-time adult education teachers shall be as follows:

- |   |          |
|---|----------|
| 1. Base salary shall be 158.179% of the Primary Salary Schedule | \$66,838 |
| 2. Years of experience shall be 8.340% of the Primary Salary    |          |
| Schedule Base Salary (10 years maximum)                         | \$3,525  |
| 3. Credit for Masters Degree shall be 7.816% of the Primary     |          |
| Salary Schedule Base Salary                                     | \$3,303  |
| 4. Longevity Bonus: Longevity bonuses shall be cumulative.      |          |
| Upon completion of  |          |
| a. 13 years =   | \$678    |
| b. 16 years =   | \$1,361  |
| c. 20 years =   | \$2,041  |
| d. 24 years =   | \$2,719  |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIX: TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

Section 1. Partnership Teaching Assignment

- A. No more than 4.5% or seventy-two (72) partnerships, whichever is less, will be awarded annually provided that the number of available partnerships does not decrease by more than two (2) per year.
- B. All teachers who participate in partnership teaching assignments must have a history of satisfactory or above performance on past evaluations. A partnership shall consist of either two (2) permanent District employees or a permanent District employee and a District retiree. Temporary teachers are not eligible for partnership assignments.
- C. Partnership teaching shall be designed on one of the following models:
1. Two (2) teachers sharing one (1) classroom - one (1) semester each.
  2. Two (2) teachers sharing one (1) classroom - dividing the work week - three (3) days and two (2) days. By agreement teachers may switch their parts of the assignment at the semester.
  3. Two teachers sharing one classroom - dividing the work week according to a mutually agreed upon plan provided that one of the partners works no less than fifty percent (50%) plus one (1) of the days in a semester.
- D. The partnership teaching assignments will be filled by teachers who have jointly requested to work together.
- E. Partnership proposals shall be submitted to the Principal for approval prior to being submitted to Human Resources. The Principal shall have sole discretion to approve or disapprove partnership proposals. After careful consideration of the partnership proposal, the Principal's decision is final.
- F. Partnership proposals shall include:
1. Dates specified on which teachers will be scheduled to work.
  2. Teacher planning and communication system established.
  3. Description of how all adjunct duties will be covered and performed.
  4. Description of how responsibility for covering parent conferences, back-to-school nights, Showcase, etc. will be met.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIX: TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

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

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

H. The teacher will receive credit each year for one full year's advancement on the salary schedule when such teacher is on duty for seventy-five percent (75%) of the total number of days in which the schools of the District are in regular session. Teachers on partnership agreements who do not work seventy-five percent (75%) of the total number of days in which the schools of the District are in regular session shall be granted one (1) year's salary advancement if such teacher is on duty for thirty-seven and one half percent (37.5%) of the total days for each of any two (2) years. Effective 2020-21, a teacher completing a fifth (5) year of a sixty percent (60%) partnership agreement shall receive a year of salary advancement. Only sixty percent (60%) partnership agreements in place on or after July 1, 2013 will be considered for the determination of the fifth (5) year advancement eligibility beginning in 2020-2021. To illustrate this provision, one (1) year of salary advancement is based on completion of the first (1) and second (2) year; one (1) year of salary advancement is based on completion of the third (3) and fourth (4) year; one year of salary advancement is based

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH SVEA, 2023-2024

ARTICLE XIX: TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

1 on accrual of the additional percent of time from the first four (4) years added to the  
2 sixty percent (60%) of the completion of the fifth (5) year or the formula of sixty percent  
3 (60%) multiplied by five (5) years of service equals the equivalent of three (3) years  
4 worked. No partial contract may be counted twice for salary advancement.

5 I. All Principal approved partnership proposals must be submitted to the Assistant  
6 Superintendent, Human Resources no earlier than March 15 and no later than March  
7 30.

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

10 2. The District shall notify teachers who submitted partnership proposals of their  
11 partnership assignment as soon as possible after selections have been  
12 determined, but in any case not later than May 1.

13 J. Partnership Assignments not Renewed

14 1. In the event that a partnership assignment is not renewed by the employees in the  
15 partnership or by the Principal, the employee in the partnership with the greater  
16 seniority in the District shall be entitled to the same position which the partners  
17 held in the previous semester. In the event that the employee in the partnership  
18 with the greatest seniority in the District chooses not to retain that position, the  
19 other employee in the partnership shall be entitled to said position.

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

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

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

28 L. Teachers who have retired from the District with a history of satisfactory performance

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024  
ARTICLE XIX: TEACHING PARTNERSHIPS/PARTIAL ASSIGNMENTS

may be considered for participation in a partnership. However, partnership proposals from current teachers shall be given first priority. The retiree's participation in the partnership shall be governed by the STRS limitations on earnings for the given year.


Section 2. Partial Assignments in Grades 7 - 12


- A. No more than twenty (20) teachers in grades 7-12 will be assigned partial teaching assignments of three-fifths (3/5) or less per semester or trimester.
- B. Sick leave, experience credit, and salary advancement will be determined in the same manner as specified for partnership teaching assignments.
- C. A part-time teacher who is required to work on a designated pupil-free working day shall be paid his/her per diem rate of pay.
- D. Teachers who have retired from the District with a history of satisfactory performance may be considered for participation in a partial assignment. The retiree's assignment shall be governed by the STRS limitations on earnings for the given year.


SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

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

For the District:

  
Dr. Edward Wong, President  
Board of Education

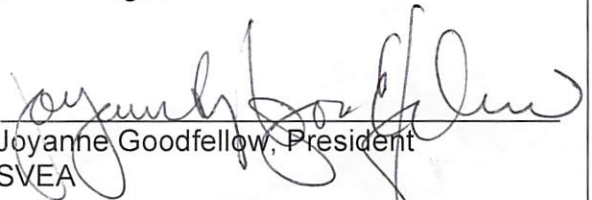
  
Amanda Morrell, Clerk  
Board of Education

  
Crystal Turner, Ed.D.  
Superintendent

  
Darvin Jackson, Ed.D.  
Asst. Superintendent, Human Resources

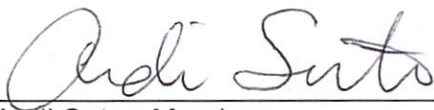
For the Association:

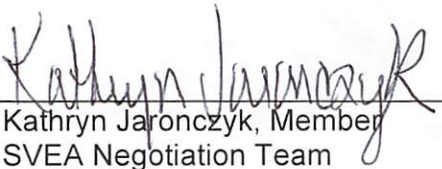
  
Frank Werner, Contract Manager  
SVEA Negotiation Team

  
Joyanne Goodfellow, President  
SVEA

  
Caryn Anderson, Member  
SVEA Negotiation Team

  
Michael Lee, Member  
SVEA Negotiation Team

  
Andi Suter, Member  
SVEA Negotiation Team

  
Kathryn Jaronczyk, Member  
SVEA Negotiation Team

Ratified: November 06, 2023

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**AGREEMENT BETWEEN**

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

**AND**

**SADDLEBACK VALLEY PUPIL SERVICES ASSOCIATION**

**July 1, 2018 to June 30, 2022**

**Board Ratification: June 1, 2021**



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022

TABLE OF CONTENTS

|   |       |
|---|-------|
| Preamble .....  | 1     |
| <u>ARTICLE I</u> <u>RECOGNITION</u> .....   | 2     |
| A.     Parties to the Agreement.....  | 2     |
| B.     Validity. ....   | 2     |
| C.     Concerted Activities.....  | 2     |
| D.     Effect of Agreement and Completion of Meet and Negotiation .....             | 3     |
| E.     Term .....   | 3-4   |
| <u>ARTICLE II</u> <u>RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT</u> ... | 5     |
| A.     District Rights .....  | 5     |
| B.     Association Provisions .....   | 5     |
| 1. Use of Buildings .....   | 5     |
| 2. Association Access .....   | 5     |
| 3. Right to Post Notices.....   | 5-6   |
| 4. Access to Employees .....  | 6     |
| 5. Payroll Deductions.....  | 6     |
| 6. Use of School Mailboxes .....  | 6     |
| 7. Copies of Agenda.....  | 6     |
| 8. Access to Public Documents .....   | 6     |
| C.     Use of Electronic District Resources.....                                    | 6     |
| D.     Access to Technology .....   | 6-7   |
| <u>ARTICLE III</u> <u>SALARIES AND ECONOMIC BENEFITS</u> .....                      | 8     |
| A.     Salary Schedule .....  | 8-9   |
| B.     Anniversary Increments Credit .....  | 9     |
| C.     Graduate Semester Units - For Speech and Language Pathologists.....          | 9-10  |
| D.     Verification of Employee Salary .....  | 10    |
| E.     Remuneration for Appropriate Units .....                                     | 10-11 |
| F.     Inservice Credits .....  | 11    |
| G.     Professional Growth Committee .....  | 11    |
| H.     Clinical Fellowship Supervision Stipend .....                                | 11-12 |
| I.     Professional Licensing Stipend.....  | 12    |
| <u>ARTICLE IV</u> <u>EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS</u> .....           | 13    |
| A.     Work Year .....  | 13    |
| B.     Supplemental Assignment.....   | 13    |
| C.     Psychologist Professional Day .....  | 13-14 |
| D.     Reduced Assignment .....   | 14    |
| E.     Less than Full-Time Assignment .....   | 14    |
| F.     Back-to-School/Open House Assignments .....                                  | 14-15 |
| G.     Ratios .....   | 15-16 |
| H.     Year-round School Staffing .....   | 16    |
| <u>ARTICLE V</u> <u>SAFETY</u> .....  | 17    |
| <u>ARTICLE VI</u> <u>EVALUATION PROCEDURES</u> .....                                | 18    |
| A.     Submission of Proposed Objectives .....                                      | 18    |
| B.     Person Responsible for Evaluation.....                                       | 18    |
| C.     Evaluations for Teachers.....  | 19    |
| D.     Observations.....  | 19    |
| E.     Evaluation Basis.....  | 19    |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022

|    |                       |   |       |
|----|-----------------------|---|-------|
| 1  | F.                    | Person Responsible for Evaluation.....                              | 19    |
| 2  | G.                    | Rebuttal.....   | 19    |
| 3  |                       |   |       |
| 4  | <u>ARTICLE VII</u>    | <u>LEAVES OF ABSENCE</u> .....                                      | 20    |
| 5  | A.                    | Sick Leave.....   | 20-22 |
| 6  | B.                    | Donated Sick Leave .....  | 22-24 |
| 7  | C.                    | Industrial Accident Illness Leave .....                             | 24-26 |
| 8  | D.                    | Bereavement Leave .....   | 26-27 |
| 9  | E.                    | Judicial Leave .....  | 27    |
| 10 | F.                    | Personal Necessity Leave .....                                      | 27-28 |
| 11 | G.                    | Personal Leave .....  | 28-29 |
| 12 | H.                    | Unpaid Personal Leave .....   | 29-30 |
| 13 | I.                    | Leave Authorization.....  | 31    |
| 14 | J.                    | Personal Leave Without Pay – Tenured Employees.....                 | 32    |
| 15 | K.                    | Discretionary Leave.....  | 32-33 |
| 16 | L.                    | TB Leave.....   | 33    |
| 17 | M.                    | Family Illness .....  | 33    |
| 18 | N.                    | Sick Leave for the Purpose of Caring for an Ill Family Member ..... | 34    |
| 19 |                       |   |       |
| 20 | <u>ARTICLE VIII</u>   | <u>PROCESSING OF ALLEGED AGREEMENT VIOLATIONS</u> .....             | 35    |
| 21 | A.                    | Definitions .....   | 35    |
| 22 | B.                    | Informal Conference.....  | 35    |
| 23 | C.                    | Procedure .....   | 35    |
| 24 |                       | 1. Level I .....  | 35-36 |
| 25 |                       | 2. Level II .....   | 36    |
| 26 |                       | 3. Level III.....   | 36-38 |
| 27 |                       | 4. Petition for Review to the Board of Education.....               | 38    |
| 28 |                       | 5. Other Provisions.....  | 38-40 |
| 29 |                       |   |       |
| 30 | <u>ARTICLE IX</u>     | <u>ASSIGNMENTS AND TRANSFERS</u> .....                              | 41    |
| 31 | A.                    | Psychologists and Speech/Language Pathologists.....                 | 41    |
| 32 | B.                    | Administrator-Initiated Transfer/Reassignment.....                  | 41    |
| 33 | C.                    | Team Assignments.....   | 41-42 |
| 34 |                       |   |       |
| 35 | <u>ARTICLE X</u>      | <u>NON-SALARY COMPENSATION</u> .....                                | 43    |
| 36 | A.                    | Insurance Programs .....  | 43-46 |
| 37 | B.                    | Insurance Program Coverage.....                                     | 46    |
| 38 | C.                    | Retirement Insurance Benefits .....                                 | 46    |
| 39 | D.                    | Tax Sheltered Annuities .....                                       | 46    |
| 40 | E.                    | Termination of Insurance Benefits .....                             | 46    |
| 41 | F.                    | Coverage of Employees on Paid Leave.....                            | 46    |
| 42 | G.                    | Members on Unpaid Leave .....                                       | 46    |
| 43 |                       |   |       |
| 44 | <u>ARTICLE XI</u>     | <u>REDUCED TEACHING/EARLY RETIREMENT</u> .....                      | 47    |
| 45 | 1.                    | CalSTRS Reduced Workload Program .....                              | 47-49 |
| 46 | 2.                    | Health Benefits for Retirees .....                                  | 49-50 |
| 47 |                       |   |       |
| 48 | <u>SIGNATURE PAGE</u> | .....   | 51    |
| 49 |                       |   |       |
| 50 | <u>APPENDIX A</u>     | – Salary Schedule .....   | i     |
| 51 | <u>APPENDIX B</u>     | – 2015 CA Ed Code 56441.7 and 56363.3 .....                         | iii   |
| 52 |                       |   |       |
| 53 |                       |   |       |
| 54 |                       |   |       |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of May, 2019 by and  
between the BOARD OF EDUCATION OF THE SADDLEBACK VALLEY  
UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and the  
SADDLEBACK VALLEY PUPIL SERVICES ASSOCIATION, hereinafter referred  
to as the "ASSOCIATION".

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE I RECOGNITION

1 A. Parties to the Agreement

2 1. The Board recognizes for the duration of this Agreement the Association as the  
3 exclusive representative for the following unit of employees:

4 Mental Health Counselors

5 Psychologists

6 Speech and Language Pathologists

7 2. Excluded from this Agreement shall be all other classifications of certificated and  
8 classified employees.

9 3. Disputes concerning the interpretation and application of this Article are not  
10 subject to the provisions of Article VIII.

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

15 C. Concerted Activities

16 1. It is agreed and understood that there will be no strike, work stoppage, slow-  
17 down, picketing or refusal or failure to fully and faithfully perform job functions  
18 and responsibilities, or other interference with the operations of the District by  
19 the Association or its officers, agents, or members, during the term of the  
20 Agreement, including compliance with the request of other labor organizations  
21 to engage in such activity.

22 2. The Association recognizes the duty and obligation of its representatives to  
23 comply with the provisions of this Agreement and to make strong continuing  
24 effort to ensure that all employees do so. In the event of a strike, work stoppage,  
25 slow-down, or other interference with the operations of the District by employees  
26 in good faith to take all necessary steps to cause those employees to cease such  
27 action.

28 3. It is expressly understood that in the event this subsection is violated by the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE I RECOGNITION

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

5 D. Effect of Agreement and Completion of Meet and Negotiation

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

10 2. During the term of this Agreement, the Association expressly waives and  
11 relinquishes the right to meet and negotiate and agrees that the Board shall not  
12 be obligated to meet and negotiate with respect to any subject or matter whether  
13 referred to or covered in this Agreement or not, even though such subject or  
14 matter may not have been within the knowledge or contemplation of either or  
15 both the Board or the Association at the time they met and negotiated on and  
16 executed this Agreement, and even though such subject or matters were  
17 proposed and later withdrawn.

18 E. Term

19 This Agreement shall remain in full force and effect from July 1, 2018 up to and  
20 including June 30, 2022. At the conclusion of each of the first two years of the  
21 Agreement, salary and economic benefits, health benefits, and work year shall be  
22 reopened. In addition, each party may reopen one article of choice. No articles will  
23 be reopened for negotiation for the 2021-22 school year; however the parties agree  
24 to continue discussion on topics already agreed upon via a formal Memorandum of  
25 Understanding. Thereafter, this Agreement shall continue in effect year-by-year  
26 unless one of the parties notifies the other in writing no later than March 1 of the  
27 year in which the contract is to expire of its request to modify, amend, or terminate  
28 the Agreement. In the event that a contractual issue of immediate or pressing

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE I RECOGNITION

concern arises during the period of this Agreement, the parties agree to meet for  
the purpose of negotiating a resolution to said issue.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE II RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT

A. District Rights

1. It is understood and agreed that the Board retains all of its power and authority to direct, manage and control the District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operations; determine the kinds of levels and services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

B. Association Provisions

The District agrees to provide the following to the Association:

1. The use of buildings under the control of the District in accordance with the provision of Education Code 4040, (formerly Section 16556, Civic Center Act) as determined by Governing Board policy.
2. Use of and access to school equipment at reasonable hours and under reasonable conditions as determined at the sole discretion of the District. The District reserves the right to charge reasonable rates for the use of such equipment and material.
3. The right to post notices regarding the Association on the bulletin board at

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE II RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT

1 each school in the District.

2 4. The right of access to employees at reasonable times on school property.

3 5. Payroll deduction privileges as determined by the District in accordance with  
4 the regulations established by the County and the ability of the District to do  
5 so.

6 6. The use of school mailboxes so long as such usage does not impose an extra  
7 cost to the District to do so.

8 7. The District will furnish the Association with a complete agenda for each  
9 regular meeting of the Board of Education, excluding executive sessions,  
10 Rodda Act sessions, and personnel items. Agendas will be furnished, when  
11 possible, at least 48 hours before regular Board meetings.

12 8. Access to all public records of the District to the extent of and in the manner  
13 provided by law.

14 The Association provisions contained above are recognized to be beyond the  
15 specific terms of Government Code Section 3543.2, but are considered to be  
16 an instrument of implementation of the provisions of Section 3543.1, and the  
17 provisions contained herein shall not be construed as limiting the right of the  
18 District to extend these provisions to any other employee organization.

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

25 D. SVUSD will provide basic technology to members of SVPSA within their first  
26 week of employment. This may be the provision of a "loaner" laptop. This is  
27 inclusive of email access and special education data management access.  
28 SVUSD will have readily available a set of updated and working 10 "loaner



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE II RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT

laptops” for member use of SVPSA in case of technological issues that cannot be resolved within two (2) business days. Professional software and scoring programs may take additional time to be installed and/or ordered and may not be readily available on loaner equipment.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE III SALARIES AND ECONOMIC BENEFITS

1 A. The basic salary schedule, effective July 1, 2018, for employees in this unit  
2 shall be specified in Appendix A.

3 1. The determination of experience for placement on the salary schedule  
4 shall be based on the aggregate of actual full-time and part-time paid  
5 certificated experience (after obtaining a bachelor's degree) in any  
6 Association of Schools and Colleges accredited K-16 school or in any  
7 elementary public school in any state in the United States, the District of  
8 Columbia or any such school operated by the United States Government  
9 or any school established for the purpose of educating dependent children  
10 of United States citizens irrespective of location. It is understood that  
11 accredited K-16 schools are those schools which have been accredited by  
12 the Association of Schools and Colleges. Employees with a date of hire  
13 on or after July 1, 2019 may be granted a year of salary credit for every  
14 year of "other relevant and comparable professional experience". In all  
15 other cases, an employee whose work experience does not fall within the  
16 above criteria, his/her request for experience credit shall be referred to the  
17 Professional Growth Committee for resolution. Credit for years of  
18 experience for temporary, probationary and permanent employees shall  
19 be determined according to the following criteria:

20 a. Day to day or long-term substitute certificated employment does not  
21 count toward completion of the 75% of the student year unless it is part  
22 of a single assignment (one work assignment, one employee).

23 b. A part-time employee who works less than 75% of the student year  
24 shall advance one step on the salary schedule each year. In the event  
25 such a part-time were to become a full-time employee, his/her  
26 experience credit shall be re-evaluated to determine the appropriate  
27 placement on the salary schedule.

28 (1) Experience for salary placement shall be granted for fractions of

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE III SALARIES AND ECONOMIC BENEFITS

years provided the aggregate is at least 75% of the student year.

(2) If, after making this determination, a fractional year of less than 75% remains, the balance shall be carried forward and combined with subsequent years of less than 75%.

(3) Experience credit may not be carried over into subsequent years if more than 75% of the year has been worked.

B. Anniversary Increments Credit

1. The determination of experience for anniversary increment shall be based on the aggregate of actual full-time and part-time paid certificated experience (after obtaining a Bachelor's Degree) in any Association of Schools and Colleges accredited K-16 school or in any elementary public school in any State in the United States, the District of Columbia, or any such school operated by the United States Government or any school established for the purpose of educating dependent children of United States citizen's irrespective of location, per the employee's placement on the primary salary schedule upon entry into the District. It is understood that accredited K-16 schools are those schools which have been accredited by the Association of Schools and Colleges.

2. An employee shall receive an anniversary increment increase based on the work year with acceptable verification of employment as required above.

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

C. Graduate Semester Units – For Speech and Language Pathologists

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE III SALARIES AND ECONOMIC BENEFITS

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

3 1. Course work must be taken after the receipt of the Bachelor's Degree. A  
4 Bachelor's Degree is determined to have been granted at the time an  
5 employee was eligible, as certified by the university or college, though the  
6 conferring of the degree did not occur for an additional period of time. Units  
7 for each graduate semester unit between 30 and 70 (40 units total) may  
8 be counted for advancement on the salary schedule.

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

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

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

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

25 D. Verification of Employee Salary

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

28 E. Remuneration for Appropriate Units

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE III SALARIES AND ECONOMIC BENEFITS

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

9 F. Inservice Credits

10 Inservice credits shall be granted for participation in organized  
11 District-approved inservice classes where the time allotments and course  
12 requirements are the equivalent of similar classes offered by colleges or  
13 universities. One semester unit shall be granted for each fifteen (15) hours of  
14 approved inservice credit.

15 G. Professional Growth Committee

- 16 1. The Professional Growth Committee shall consist of the Superintendent  
17 or designee and three (3) representatives appointed by the President of  
18 the Association. Each member of the Committee shall serve a staggered  
19 three (3) year term, with one representative being replaced each year.
- 20 2. Upon request of the Superintendent or designee or the employee, this  
21 Committee shall review evidence of course work, workshops,  
22 conferences, and similar activities which are submitted and evaluate its  
23 acceptability for credit toward the employee's advancement on the salary  
24 schedule.

25 H. Clinical Fellowship Year Supervision Stipend

26 Speech/Language Pathologists (SLPs) who have agreed to supervise a  
27 Clinical Fellowship Year (CFY) SLP will receive a \$3,000 stipend for one  
28 year of supervision. CFYs are SLPs in their first year of employment and

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE III SALARIES AND ECONOMIC BENEFITS

1           require this supervision per the American Speech Language Hearing  
2           Association (ASHA) guidelines, the national association that governs SLP  
3           requirements.

4           I.       Professional Licensing Stipend

5           Speech/Language Pathologists (SLPs) who hold the American Speech  
6           Language Hearing Association (ASHA) Certificate of Clinical Competence  
7           and the Board License for Speech Language from the State of California  
8           will receive an annual stipend of \$360.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

A. The work year for each class of employees shall be as follows:

|                              |          |
|------------------------------|----------|
| Psychologists                | 200 days |
| Mental Health Counselors     | 200 days |
| Speech/Language Pathologists | 184 days |

1. Speech/Language Pathologists shall report for duty at the time designated by the Superintendent and work a maximum of 184 days per year, but shall not be required to serve during July. Mental Health Counselors and Psychologists shall report for duty at a time indicated by the District, provided that no Mental Health Counselor or Psychologist shall be required to report for duty earlier than three (3) weeks before the beginning of the Fall term and shall not be required to work later than three weeks after the completion of the Spring term.

B. Supplemental Assignment

Employees covered by this Agreement shall not be required to work outside the work year described in A.1. above unless they are compensated at their daily rate for the preceding school year. Such supplemental assignment shall include summer assignments. At the election of the District, an employee may be employed for a fraction of a day, with a commensurate adjusted daily rate of pay.

C. All employees covered by the unit shall work a professional day as defined by the District. School Psychologists shall work a professional day of not less than eight (8) hours on the site of a school campus or the District Office. It is recognized that circumstances may, on infrequent occasions, require modification of the length of the professional day. When such circumstances occur, the school Psychologist may, with the concurrence of the school Principal and the Director, Special Education or Designee, make the needed modifications. The minimum professional day shall include duty on campus from one-half hour before the start of school until the dismissal of the last

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

1 class. The professional day shall include responsibility to make time available  
2 when classes are not in session for student, parent, teacher, and other  
3 conferences with the Pupil Services employee. Additionally, it shall be the  
4 employee's responsibility to discharge such duties on campus during the day  
5 as assigned by the Principal.

6 D. Upon approval of the District, a permanent full-time employee may voluntarily  
7 reduce his/her assignment from full-time to part-time for a period not to  
8 exceed two consecutive years.

9 The District shall notify the employee by March 15 of the second consecutive  
10 year in the reduced assignment of the requirement the following year to either  
11 (1) return to full-time or (2) permanently reduce to the percentage of the part-  
12 time assignment held. Employees who have permanently reduced their  
13 assignment to less than full-time may return to a full-time assignment with the  
14 approval of the District and provided a full-time assignment is available.

15 In the event two (2) or more employees request to return to a full-time assignment  
16 and only one (1) full-time assignment is available, the most senior employee  
17 will be given the position, provided the District can find a qualified person to  
18 full the part-time position that would become vacant.

19 E. Employees may reduce his/her assignment to less than full-time for up to two  
20 (2) consecutive years. At the end of the second year, the employee shall  
21 choose to return to full-time or permanently reduce to part-time. If the  
22 employee chooses to permanently reduce to part-time, he/she may only  
23 return to a full-time position in the future with the approval of the District and  
24 provided a full-time assignment is available.

25 F. Employees shall participate, as designated by the Principal or Administrator-  
26 in-Charge, in Back-to-School Night and Open House activities, student group  
27 presentations to parent groups, promotion or graduation ceremonies, parent  
28 conferences, and similar activities which cannot be fitted practically within the



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

usual schedule.

1. Each employee shall, upon request, participate in other types of professional services, including, but not limited to:

- a. service on District Committee;
- b. instructional planning and development activities;
- c. staff development activities

2. Employees serving more than one school shall not be obligated to attend all events at all schools, provided that their professional responsibilities are met.

G. In order to establish the parameters for hours of employment within reasonable constraints, the following case load ratio shall be established:

1. Counselors: Should the District elect to offer a counseling program, the staffing ratio shall be: One (1) Counselor for each 400 students. Any school may maintain a ratio of one (1) Counselor for each 600 students, if one (1) counselor assistant is employed for each counselor at that school. The District shall maintain this ratio by adding staff when enrollment growth increases to .50 of a position when a half-time counselor shall be added and .67 when a full-time counselor shall be added.

2. Psychologists: One (1) Psychologist for each 1,850 students, based on a District average. The District shall maintain the above ratio by adding staff when enrollment growth increases to .35 of a position.

3. Speech/Language Pathologist: Follow California Education Code(s) for maximum caseload for preschool and school aged children. (See Appendix B)

4. The above-mentioned ratios shall be maintained by the District with the following restrictions:

- a. At the discretion of the District, personnel may be added to improve the specified ratios in any given year.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

1           b. Psychologists and Speech/Language Pathologists shall be hired prior  
2           to the start of the school year, when the position is earned by student  
3           enrollment growth.

4           c. No addition shall be made to the counseling staff after February 1<sup>st</sup> as  
5           specified above, except at the discretion of the District.

6           d. The District will make every effort to fill vacancies or growth positions  
7           before the opening of school in September or within forty-five (45) days  
8           of the occurrence of the vacancy of eligibility for the growth positions,  
9           except that the District shall not be required to fill vacancies after April  
10          1.

11          5. During the course of the operation of the Saddleback Valley Unified School  
12          District, there will be occasion where divisions other than Pupil Services  
13          decide to utilize services and/or materials of a psychological nature (i.e.,  
14          proprietary and/or secured tests, statistical and/or experimental  
15          procedures, psychometrics, evaluative designs and recommendations,  
16          etc.). Prior to the utilization of such services and/or materials, the  
17          Superintendent, Director, Special Education or Designee, and a School  
18          Psychologist shall be available to consult with and discuss such usage  
19          with the proponents. The purpose of the consultation is to consider issues  
20          related to the appropriate use of psychological services and materials,  
21          ethics, and the validity and appropriateness of the procedure relative to  
22          the goal of the endeavor.

23          H. If at any time during the term of this agreement, the District is required to go  
24          to year-round school in order to obtain new facilities or a special financial  
25          supplement from the State, or in the event that the District has inadequate  
26          facilities to house students generated by new development, the provisions of  
27          this Article shall be subject to renegotiation without impacting other provisions  
28          of this Agreement.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE V SAFETY

1 The Board will make conscientious effort to implement and use practices and  
2 processes which are recommended by the District Safety Office for the adequate  
3 protection and safety of the employee.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VI EVALUATION PROCEDURES

1 A. The following procedures for employee evaluation shall be utilized:

2 1. Employees shall, for each individual assignment, submit to their evaluator  
3 a complete listing of proposed objectives, and measurement activities  
4 related thereto, to be considered in the formal evaluation by the second  
5 week of October.

6 2. After receipt from the employee of such, the evaluator will review it, consult  
7 with the employee about any modifications or change the evaluator  
8 believes are necessary, and then the evaluator will determine and transmit  
9 to the employee by the fourth week in October a timely, complete listing of  
10 the thus established objectives and measurement activities related thereto  
11 that will be incorporated in the formal evaluation.

12 3. The evaluator will establish the guidelines for monitoring the employee's  
13 case load and progress toward the achievement of the agreed upon  
14 established objectives, and thus, hold the employee accountable for their  
15 attainment.

16 B. Evaluations of Pupil Services employees assigned to a single school shall be  
17 conducted by the immediate supervisor only. When a Pupil Services  
18 employee is assigned to two (2) or more schools, the evaluations shall be  
19 conducted by the employee's immediate supervisor at each of the schools to  
20 which the employee is assigned. Each of these separate evaluations shall be  
21 submitted to the Director, Special Education or Designee with a copy to the  
22 employee. The Director, Special Education or Designee shall utilize and retain  
23 these evaluations to construct a single evaluation of the employee; this  
24 evaluation shall be based upon the statement and comments received from  
25 the various supervisors to whom the employee is responsible. In addition, the  
26 Director, Special Education or Designee reserves the right to insert into the  
27 single evaluation statements or comments of his/her own that relate to the  
28 employee's performance on the job.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VI EVALUATION PROCEDURES

1 C. The following procedures for employee evaluation shall be utilized:

2 Permanent employees shall be evaluated once every other year no later than  
3 June. Permanent employees who do not receive a satisfactory evaluation  
4 shall be evaluated annually. Evaluations of temporary or probationary Pupil  
5 Services employees shall be conducted annually.

6 D. Evaluations shall be composed of interviews with the employee as well as  
7 with personal observations by the immediate supervisor, both formal and  
8 informal, where and when appropriate. To the extent that it is possible,  
9 observations shall be conducted in such a manner so as to interfere minimally  
10 with the private and confidential nature of the counseling or speech therapy  
11 relationship.

12 E. The evaluator shall base his/her evaluation of any employee only on  
13 information which was collected through observation and shall be based on  
14 evidence which would be admissible under Government Code Section 11513.

15 F. Any and all composite evaluations of an employee shall be signed and dated  
16 by:

- 17 1. Director, Special Education or Designee  
18 2. Employee

19 G. The signature of the employee shall not be taken to mean that the employee  
20 agrees with the evaluation, but only that he/she has received it and read it.  
21 He/she shall have the right to submit a formal written statement regarding  
22 items on the evaluation and this statement shall be attached to the evaluation  
23 in the employee's personnel file. All files relating to the evaluation of  
24 employees shall be subject to inspection by the employee concerned.  
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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

For purposes of this article and any reference hereinafter, the term "Spouse" shall be deleted and replaced with "Spouse/Registered Domestic Partner".

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

A. Sick Leave

Every full-time employee shall be entitled to accrue annually the following paid leave of absence to be used when necessary for reasons of personal illness, injury, or disability related to pregnancy:

|                        |                    |
|------------------------|--------------------|
| School year (184 days) | 10 days sick leave |
|------------------------|--------------------|

|                            |                    |
|----------------------------|--------------------|
| School year (196/200 days) | 11 days sick leave |
|----------------------------|--------------------|

1. If, in a given year during the term of this Agreement, an employee uses six (6) or fewer days of paid leave for reasons of personal illness, injury, disability, or personal necessity and personal leave, psychologists shall be entitled to accrue twelve (12) days instead of eleven (11) days the next year, and speech and language pathologists shall be entitled to accrue eleven (11) days instead of ten (10) days the next year.

2. Upon request for a new employee, sick leave accumulated in a prior district may be transferred to the Saddleback Valley Unified School District. To benefit from this Section, the employee must have been employed on or subsequent to November 1, 1965.

3. Any employee absent on account of illness or injury shall file with the Payroll Department of the Business Office a signed Employee Absence Slip giving the cause of absence. The statement shall also be signed by the immediate supervisor for verification. When an employee is absent due to illness or injury for a period of more than three (3) consecutive days, the District may require the employee to provide a physician's statement verifying the illness or injury. An employee shall not normally be required

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 to provide such verification for an absence or injury of three (3)  
2 consecutive days or less. Written verification by a physician will be  
3 required of consecutive absences of ten (10) days or more if the absence  
4 has been occasioned by surgery, illness, or maternity disability, and a  
5 doctor's release certifying the employee's capability of resuming all regular  
6 activity of the assignment, including restrictions if any, and date of return  
7 must be submitted as a condition for return to work. The District, at its  
8 option, may require an additional medical opinion from a doctor designated  
9 by it, at its expense.

10 4. If an absence is reported and no Employee Absence Slip is filed or no  
11 required doctor's note submitted per Section A3 above, a deduction shall  
12 be made on the monthly salary for the month following the absence. The  
13 amount of deduction shall be the employee's per diem.

14 5. If, upon termination, an employee has used more sick leave than has been  
15 earned and accrued, that deficit, in a dollar amount calculated from the  
16 equivalent daily rate for the employee at the time of termination, shall be  
17 deducted from the final salary warrant due.

18 6. If an employee is absent from work because of illness or accident for a  
19 number of days that exceed all applicable, full compensation, earned sick  
20 leave, and if the absence for the illness or accident extends to as much as  
21 100 workdays, for such days in that period of absence not covered by  
22 accrued sick leave, the employee will receive as compensation the salary  
23 normally due reduced by the salary being paid or which would have been  
24 paid to the person filling the employee's position (calculated with  
25 equivalent daily or monthly rates for each), but in no instance will the  
26 employee receive less than five percent (5%) of the salary normally due  
27 during that period. In order to utilize differential, a doctor's note/notes must  
28 be provided covering the entire period of absence. Otherwise a deduction

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 shall be made according to B3. For purposes of this section:

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

4 b. An employee shall not be provided more that one 100 day period per  
5 illness or accident. In the event the school year ends before the 100  
6 day period is exhausted, the employee may take the balance of the  
7 100 day period in the following school year if the employee is medically  
8 unable to return.

9 7. When sick leave is being requested for maternity disability, the period of  
10 disability shall be determined by the employee and the employee's  
11 physician. The employee, prior to being granted leave, shall submit to the  
12 District a written statement from her physician declaring unequivocally that  
13 the employee is disabled from the performance of her duties and stating  
14 the anticipated duration of the disability. An employee will be granted paid  
15 leave for maternity disability and to the extent that the employee has sick  
16 leave only if that employee is in paid status with the District on the workday  
17 immediately prior to the date of commencement of the period of disability.

18 B. Donation of Sick Leave

19 1. General Provisions

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

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

28 2. Requests for Sick Leave Donations



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 a. An employee eligible to receive catastrophic sick leave donations shall  
2 file a "Request for Donated Unused Sick Leave" with the Human  
3 Resources Department. The request must be received prior to the last  
4 day of paid leave. The request must include written verification by a  
5 physician describing the incapacitating nature and probable duration  
6 of the illness or injury.

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

11 c. Upon receipt of the "Request for Donated Unused Sick Leave", the  
12 Assistant Superintendent, Human Resources shall determine:

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

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

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

21 Upon the verification as required above, the Assistant Superintendent,  
22 Human Resources shall approve the transfer of donated accrued sick  
23 leave.

24 3. Transfer of Donated Sick Leave

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

28 b. Donations of sick leave shall be transferred to the recipient, as

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

needed, in the order they are received by the Human Resources Department.

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

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

4. Donations of Sick Leave

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

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

c. Donations of sick leave shall be irrevocable.

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

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

C. Industrial Accident Illness Leave

1. Employees who are absent from duty because of illness or injury resulting from industrial accident qualifying for Workers' Compensation are eligible to received not more than sixty (60) days of industrial accident leave for any one such incident of illness or injury in any fiscal year incurred within the course and scope of an employee's assigned duties or services being rendered to the District.

a. "Qualifying for Worker's Compensation" presupposes that an accident

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

report has been filed according to established procedure and that the Board's industrial accident insurance carrier considers the claim by the carrier, industrial accident leave shall not apply.

2. An employee who has sustained a job-related injury shall report the injury to the immediate supervisor and telephonically to the District's reporting agency immediately or as soon as practically possible. An employee who has a job related illness shall report the illness to the immediate supervisor and telephonically to the District's reporting agency as soon as he/she has knowledge that the illness is an alleged industrial illness. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be examined and treated (if necessary) by a physician approved by the Board's industrial accident insurance carrier.

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

4. For any days of absence from duty as a result of the same industrial accident whether the employee receives salary payments under industrial accident leave, other paid leave, or vacation, the employee shall endorse to the Saddleback Valley Unified School District any wage loss benefit check from the Board's industrial accident or illness.

5. After sixty (60) days, or ninety (90) days, when applicable, if the employee is still absent from duty as a result of such industrial accident leave, he/she shall then be entitled to other leave benefits for which he/she may be eligible. The Board will consider an extension of industrial accident leave with pay for an additional thirty (30) working days in the event of an injury to an employee sustained while serving at

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 an assignment designated by a principal or his/her surrogate, or other  
2 District management employee, when such injured employee is the  
3 victim of an unprovoked assault which results in criminal action taken  
4 against the attacker.

5 6. The employee's request for return to duty following industrial accident  
6 leave must be accompanied by a doctor's release certifying the  
7 employees capability of resuming all regular activity of the designated  
8 assignment.

9 7. The Board reserves the right to require a physical examination of any  
10 employee who is on a leave of absence. Said physical examination shall  
11 be given by a physician designated by the Board whose  
12 recommendations may be used by the Board to determine the  
13 employee's ability to resume work. The cost of this physical examination  
14 shall be paid by the District.

15 8. An employee who is eligible for reemployment and has been medically  
16 released for return to his/her duties, but fails to accept appropriate  
17 assignment shall be terminated.

18 9. When all available leaves of absence, paid or unpaid, have been  
19 exhausted and the employee is not medically able to assume the duties  
20 of his/her position, the Board may grant extensions of leave at an annual  
21 review of the case.

22 D. Bereavement Leave

23 1. An employee shall be entitled to bereavement leave not to exceed three  
24 (3) days, or five (5) days if out-of-state travel is required with full pay, on  
25 account of the death of any member of the employee's immediate family.  
26 An additional two (2) days may be authorized by the Superintendent for  
27 unusual circumstances.

28 2. For purposes of this section, "immediate family" is limited to mother, father,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 grandmother, grandfather, or grandchild, of the employee or of the  
2 spouse/registered domestic partner of the employee, and the  
3 spouse/registered domestic partner, son, son-in-law, daughter, daughter-  
4 in-law, brother, or sister, of the employee, or any relative who is living in  
5 the immediate household of the employee. In the case of the death of any  
6 member of the family not included above, absence for a maximum of one  
7 (1) day to attend the funeral may be granted with pay upon approval of the  
8 Supervisor.

9 E. Judicial Leave

- 10 1. An employee shall be granted paid leave of absence for the following:  
11 Absence caused by appearance in court in response to a subpoena duly  
12 served, except in cases where the employee is a litigant in the case. The  
13 pay for subpoena leave shall be the regular rate of pay for the employee  
14 minus any payment received from the court. An employee requesting pay  
15 for subpoena leave shall file a copy of the subpoena in the Human  
16 Resources Office. If a case covered more than one day, a certificate of  
17 the Clerk of the Court shall be filed indicating that the presence of the  
18 person was required for the additional day. The foregoing shall not apply  
19 for any subpoena requiring the presence of an employee more than 150  
20 miles from the District unless the subpoena is related to District business.
- 21 2. An employee shall be granted paid leave of absence to serve for jury duty  
22 when called in the manner provided for in the law, or to respond to an  
23 official order from another governmental jurisdiction for reasons not  
24 brought about through the connivance or misconduct of the employee.

25 F. Personal Necessity Leave

- 26 1. At the election of the employee, for circumstances that are serious in  
27 nature, which cannot be expected to be disregarded, which necessitate  
28 immediate attention and which cannot be dealt with during off-duty hours,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 credited days of full compensation sick leave may be used for authorized  
2 leave of absence.

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

6 3. An employee shall secure advance permission, not less than five (5)  
7 workdays prior to the beginning day of leave, using the District prepared  
8 permission form to use personal necessity leave in all cases except:

- 9 a. Death or serious illness of a member of the immediate family.  
10 b. Accident involving the person or property of the employee or of a  
11 member of the employee's immediate household; and even in these  
12 exceptions, the employee shall make every reasonable effort to notify  
13 the immediate administrator.

14 4. Examples of reasons for which approval shall not be granted:

- 15 a. Political activities or demonstrations  
16 b. Vacation, recreation, or social activities  
17 c. Civil or organization activities  
18 d. Association activities  
19 e. Routine personal activities  
20 f. Occupational investigation

21 G. Personal Leave

22 During any one year upon at least five (5) days prior notice except in cases of  
23 emergency as stated in F.3.a., F.3.b., and above, three (3) days may be taken  
24 for personal leave from accumulated sick leave. No reason will be required.

25 1. No more than 10% or three (3) employees represented by the bargaining  
26 unit may use personal leave and/or discretionary leave on any working  
27 day. Requests will be honored in the order received. Requests for the  
28 following school year may be submitted on June 1 or any time thereafter

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 during any one year.

- 2 2. Such personal leave shall not be scheduled for the first five (5) days of the  
3 school year, the last five (5) days of the school year, nor days especially  
4 scheduled for final examinations, parent conferences, or parent-teacher  
5 nights.

6 H. Unpaid Personal Leave

- 7 1. An employee may be granted, at the sole discretion of the Board, an  
8 unpaid personal leave of absence for reasons of study, family hardship,  
9 anticipated childbirth, child care, extended health rehabilitation,  
10 spouse/registered domestic partner's job transfer, or moving.
- 11 2. A written request, including the reasons and any supporting information  
12 relating thereto, and the duration of requested leave, shall be submitted to  
13 the District.
- 14 a. For personal absences of three (3) working days or less, the employee  
15 shall submit the request to the Superintendent not less than ten (10)  
16 working days prior to the beginning date of the leave. The decision of  
17 the Superintendent for approval or denial of these requests shall be  
18 final.
- 19 b. For personal absence in excess of three (3) working days, the  
20 employee shall submit the request to the Superintendent in sufficient  
21 time for the Superintendent to submit the request, with  
22 recommendation, to the Board for approval or denial at a Board  
23 meeting to be held at least two (2) weeks prior to the beginning date of  
24 the leave.
- 25 3. Personal absence leave in excess of three (3) working days shall be  
26 limited to the balance of the school semester, or a full school term.
- 27 4. Any personal leave of absences that may be granted under these  
28 provisions shall be without compensation. If the personal leave of

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 absence extends beyond thirty (30) working days, any portion beyond that  
2 period shall not count as service determining eligibility for other types of  
3 leave, salary advancement, retirement, tenure, and other benefits; and  
4 District contributions toward premiums for medical and dental insurance  
5 shall cease during the leave, but may be continued at the employee's  
6 expense. By rule of State Teachers' Retirement System (STRS)  
7 regulations, leaves of absence without pay may not be counted toward  
8 STRS service credit.

9 5. As a condition of leave being granted under these provisions, the  
10 employee shall provide in writing, and submit with the application for such  
11 leave, a guarantee that the employee will maintain throughout the period  
12 of the leave, valid credential and certification authorizations under which  
13 the employee is serving in the District immediately prior to the beginning  
14 of the leave.

15 6. An employee returning from personal leave shall be reinstated to a  
16 position equivalent to that in which they were previously employed. If at  
17 the time of reinstatement an employee no longer has the credential and  
18 certification authorization utilized at the time the leave was granted, the  
19 employee may be terminated by the Board.

20 7. If the personal leave of absence was granted for health reasons, the  
21 employee shall be required to submit, prior to return to active duty, a  
22 doctor's release certifying the employee's capability without restrictions or  
23 detriment to the employee's physical or emotional well-being, of resuming  
24 all regular activity of the designated assignment.

25 8. An employee shall not accept gainful employment while on personal leave  
26 of absence from the District, except by permission of the Board. Under  
27 extenuating circumstances, employment may be accepted contingent  
28 upon final approval of the Board.



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

I. Leave Authorization

The Board and each employee of the District have entered into an employment contract, whereby the employee has agreed to supply, for a specified time, certain designated professional services to the Board for an agreed upon salary. Said services are to be provided by the employee, unless that employee is absent as authorized by State law or by authorized leave provisions of this Agreement.

1. It is agreed that an employee who is absent from work other than for those days so authorized is taking an unauthorized absence, which constitutes a breach of contract.

a. An employee, after three (3) working days of unauthorized absence will be notified in writing by the District of the breach of contract, and the Board of Education will likewise be so informed.

b. The Board will deduct a salary amount and District fringe benefit costs proportionate to the annual salary as the ratio of days absent on unauthorized absence is to the annual days of required service.

c. An employee who is absent on unauthorized absence for more than three (3) working days in the school term, shall be subject to such disciplinary action as the Board deems appropriate under the circumstances.

d. An employee who is absent on unauthorized absence for five (5) consecutive working days, or who fails to return to work within five (5) working days after the expiration of an unauthorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation of the employee.

e. The foregoing may be waived by the Board for good and sufficient reasons.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

J. Personal Leave Without Pay

Tenured employees may take leave without pay for up to one (1) year in length for personal reasons upon submission of such leave request to the Superintendent for approval, and subsequent approval by the Board. By rule of State Teachers' Retirement System (STRS) regulations, leaves of absence without pay may not be counted toward STRS service credit. The employee must notify the District no later than March 15 of his/her intent to return or resign.

K. Discretionary Leave

Every full-time Speech and Language Pathologist represented by this bargaining unit shall be eligible to take up to five (5) days of discretionary leave per school year. By rule of State Teachers' Retirement System (STRS) regulations, leaves of absence without pay may not be counted toward STRS service credit. These days shall not be cumulative from year to year and shall be subject to the following conditions:

1. The cost of a substitute to replace the employee, or the equivalent sum if there is no substitute, shall be deducted from the employee's per diem salary rate.
2. No more than ten percent (10%) or three (3) employees, whichever is greater, represented by the bargaining unit may use discretionary leave and/or personal leave on any working day.
3. Notice of intent to take a discretionary leave day must be made at least five (5) working days in advance to the Office of the Assistant Superintendent, Human Resources, with a copy to the principal of the school(s) involved.
4. The District shall have the unequivocal right to deny or cancel any request for discretionary leave if:
  - a. There are insufficient substitutes available to cover the discretionary

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

1 leave requests after absences due to illness have been covered, or

2 b. The number of requests exceed the ten percent (10%) figure.

3 5. Such discretionary leave shall not be scheduled for the first five (5) days  
4 of the school year, the last five (5) days of the school year nor days  
5 especially scheduled for final examinations, parent conferences, or  
6 parent-teacher nights.

7 6. Discretionary leave shall expressly not be used for the purpose of a strike,  
8 work slowdown, work stoppage, or any other concerted activity.

9 L. TB Leave

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

18 M. Family Illness

19 Upon application by an employee to his/her immediate supervisor, emergency  
20 leave with pay for a serious or critical illness, or injury to a member of the  
21 immediate family as defined in Article VII, Section D.2. of this Agreement,  
22 calling for the services of a physician, and of such an emergency nature that  
23 the immediate presence of the employee is required during his/her work day,  
24 may be granted for a maximum of two days per year with pay. Verification  
25 satisfactory to the District may be required within five working days after return  
26 to duty.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VII LEAVES OF ABSENCE

N. Sick Leave for the Purpose of Caring for an Ill Family Member

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

2. For purposes of this section:

a. "Child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

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

3. General Provisions

a. Sick leave for the purpose of caring for an ill family member shall not accrue from year to year.

b. Differential sick leave or donated sick leave may not be used for the purpose of caring for an ill family member.

c. Sick leave taken under this provision shall be in addition to Family Illness leave provided in Section N. of this Article.

4. Requests to use accrued sick leave for the purpose of caring for an ill family member shall be made in advance to the Assistant Superintendent, Human Resources whenever possible. The request shall indicate the number of days of accrued sick leave to be taken and whether the ill family member is a child, spouse/registered domestic partner or parent. Request must include a doctor's note. If the nature of the illness prevents the employee from providing advance notification, then the employee must present this verification within three days of return to duty.

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

1 A. Definitions

- 2 1. An “alleged violation” is a formal written “allegation” by an employee that  
3 he/she has been adversely affected by a misapplication of this Agreement.  
4 2. A “day” is any day in which the central administrative office of the  
5 Saddleback Valley Unified School District is open for District business.  
6 3. The “immediate administrator” is the principal or other management  
7 employee of the District having immediate jurisdiction over the employee  
8 and who has been designated to adjust alleged agreement violation.

9 B. Before filing an allegation, an employee will first discuss the basis for the  
10 contemplated allegation with the immediate administrator with the objective of  
11 resolving the matter through such an informal conference. Only the employee  
12 and the immediate administrator will be present at the informal conference.

13 C. Procedure

14 An allegation shall be processed in the following manner:

15 1. Level I

- 16 a. Within ten (10) days after the occurrence of the act or omission giving  
17 rise to the allegation, the employee must present the allegation on the  
18 District provided form to the immediate administrator.  
19 b. The written description on the District provided form shall be a clear,  
20 concise statement of the allegation, the circumstances involved, the  
21 conclusions reached at the informal conference, and the specific  
22 remedy sought.  
23 c. The immediate administrator shall communicate a decision to the  
24 employee in writing within ten (10) days after receiving the allegation.  
25 If the administrator does not respond within the time limit, the employee  
26 may appeal to the next level designated for processing allegations.  
27 Such appeal must be made within ten (10) days after the expiration of  
28 the time limit.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

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

3 e. The Association shall receive a copy of the written decision of the  
4 Administration, before a decision is rendered at the next level, and  
5 copies of all subsequent meetings by the District at the levels above.

6 2. Level II

7 a. If the employee is not satisfied with the decision of the allegation at  
8 Level I, the employee may appeal, and if so, shall file the allegation on  
9 the District provided form with the Assistant Superintendent, Human  
10 Resources within ten (10) days after the written decision at Level I has  
11 been delivered.

12 b. The statement filed at this level shall include a copy of the original  
13 allegation, a copy of the decision rendered and a clear, concise  
14 statement of the reasons for the appeal.

15 c. The Assistant Superintendent, Human Resources shall communicate  
16 his/her decision in writing within ten (10) days after receiving the  
17 appeal. Either the employee or the Assistant Superintendent, Human  
18 Resources may request a personal conference with the other within  
19 the time period for filing of the appeal to the deadline for rendering of a  
20 decision. If the Assistant Superintendent, Human Resources does not  
21 render a written decision within the prescribed time limit, the employee  
22 may appeal to the next level. Such appeal must be made within ten  
23 (10) days after the expiration of the time limit.

24 3. Level III

25 a. If the allegation is not resolved at Level II, the employee may request  
26 in writing a hearing before an arbitrator. The request shall be filed in  
27 the Office of the Superintendent within ten (10) working days after  
28 receipt of the written decision of the Superintendent or his/her designee

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

prior to the expiration of the record for appeal in Level II above, whichever occurs sooner. A certified court reporter may be employed at the employee's request to record verbatim the entire arbitration hearing, provided the employee agrees to pay half the cost of the services and expenses of such court reporter. In the event that the District wishes a certified court reporter and the employee does not, the District may employ and pay the full cost of such reporter.

b. Functions of the arbitrator are:

(1) To hold hearing concerning the allegation.

(2) To render an advisory decision within thirty (30) days after the closing of the hearing.

c. Within five (5) working days after timely written notice of submission to arbitration, the employee and Superintendent or his designee will attempt to agree upon a mutually acceptable arbitrator competent in the area of the alleged agreement violation, and will obtain a commitment from said arbitrator to serve.

d. In the event agreement is not reached regarding an arbitrator within ten (10) working days, the American Arbitration Association will be requested to supply a list of ten (10) names of persons knowledgeable in public school dispute resolutions.

e. The employee and the Superintendent or his designee will alternately strike names from such list until only one (1) name remains. The person who strikes first from the list shall be determined by lot. The remaining name shall be designated as the arbitrator.

f. The arbitrator shall have jurisdiction to consider only those issues which have been properly and timely processed through all prior steps of the Alleged Agreement Violation Procedures.

g. The arbitration shall offer District representatives involved, a

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

reasonable opportunity to present evidence, witnesses, arguments, and briefs. The party calling a witness shall pay the costs of such witness.

4. Petition for Review to the Board of Education

a. In the event that the employee is not satisfied with the advisory decision of the arbitrator, he/she may appeal the decision in writing within five (5) days to the Board of Education. The District may also appeal the decision of the arbitrator in writing within five (5) days to the Board of Education.

b. The Board of Education alone has the power to render a final and binding determination of the matter. The Board of Education shall review the matter in Executive Session no later than the second regular board meeting following the meeting at which the request for review is received.

c. The employee who filed the allegation will be notified of the meeting at which the Board of Education will conduct its review. These parties may, at their request, be present and give testimony.

d. The decision of the Board of Education shall be rendered no later than the next regular board meeting that at which the review of the allegation has been concluded. The decision shall be communicated in writing to the employee and the Association.

5. Other Provisions

a. An employee will represent himself or herself at all stages of the formal alleged agreement violation process. At any of Levels I through III, the employee at his/her request may be accompanied and assisted in the process of representation with respect to the alleged agreement violation by a representative of the Association.

b. Resolution of an alleged agreement violation at Level I, II, or III shall



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

1 be deemed to exist by affirmation of the employee to concur with the  
2 decision rendered or by failure of the employee to appeal the decision  
3 within the specified time periods to the next higher level.

4 c. The filing of the alleged agreement violation shall in no way interfere  
5 with the right of the Board to proceed in carrying out its management  
6 responsibilities and decisions prior to a final resolution of the allegation.

7 In the event the employee protests an order, requirement, or other  
8 directive, the employee shall fulfill or carry out such order, requirement,  
9 or other directive, prior to filing an allegation, and shall continue to carry  
10 out such order, requirement or other directive, pending the final  
11 resolution of the employee.

12 d. Although a specific time period is provided for administrative decisions  
13 at each level of the foregoing procedure, it is recognized that multiple  
14 allegation filings must be processed in a sequential manner.  
15 Consequently, at each level of the procedure, allegations shall be  
16 assigned consecutive numbers, based upon the time and date on  
17 which written allegations are received.

18 e. Administrative personnel shall process such numbered allegations in a  
19 sequential manner, following a pattern that first filed will be first  
20 considered. Regardless of specific time periods provided for decisions  
21 at the various levels of the procedure, administrative personnel shall  
22 not be required to consider more than one (1) alleged agreement  
23 violation per day.

24 f. Once an allegation arising from a particular incident(s) or  
25 circumstance(s) has been resolved, another allegation based on that  
26 particular incident may not be filed.

27 g. All documents, communications, and records dealing with the  
28 processing of an allegation will be filed in a separate alleged

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

agreement violation file and will not be kept in the personnel file of any  
of the participants.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE IX ASSIGNMENTS AND TRANSFERS

1 A. Psychologists and Speech/Language Pathologists

2 Assignments to specific work locations are the responsibility of the District, and no  
3 employee has a right to any particular school or schools as a place of permanent  
4 assignment. Psychologists and Speech/Language Pathologists are normally  
5 assigned to more than one school, and will be assigned as needed by the District.

6 1. Psychologists and Speech/Language Pathologists shall notify the Director,  
7 Special Education or Designee, not later than May 1 of the specific assignment  
8 desires, and those in which the employee feels that it is not in the best interest  
9 of the District for him/her to continue.

10 2. The Director, Special Education or Designee shall notify the employee of  
11 his/her assignment for the ensuing school year five (5) days before the  
12 employees last assigned work day, except under unusual and extenuating  
13 circumstances. If the assignment is changed after June 30, notification will be  
14 provided as soon as possible.

15 3. All notifications shall be in writing. An opportunity to discuss the assignment  
16 with the appropriate administrator shall be given.

17 B. Administrator-Initiated Transfer/Reassignment

18 The District shall furnish transportation of materials to assist in relocations  
19 necessitated by a transfer due to an administrator-initiated transfer/reassignment.

20 C. Team Assignments

21 1. Partnership shall be designed on one of the following models:

22 a. Two (2) employees sharing one (1) full time position - one (1) semester  
23 each.

24 b. Two (2) employees sharing one (1) full time position - dividing the work  
25 week - three (3) days and two (2) days. By agreement employees may  
26 switch their parts of the assignment at the semester.

27 c. Two employees sharing one full time position - dividing the work week  
28 according to a mutually agreed upon plan provided that one of the partners

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE IX ASSIGNMENTS AND TRANSFERS

works no less than fifty percent (50%) plus one (1) of the days in a semester.

2. A total plan for the year approved by the Director, Special Education or Designee, must be submitted to Human Resources by March 30. The plan must be outlined to include the following:
  - a. Dates specified on which staff is scheduled to work.
  - b. Staff planning and communication system established.
  - c. Description of how all adjunct duties will be covered and performed.
3. Any professional working fifty percent (50%) or more on the partnership assignment will receive all District fringe benefits. Staff working less than fifty percent (50%) of the time will not receive fringe benefits. Sick leave and experience credit will be earned in proportion to time worked. Employees working less than fifty percent (50%) of the time shall have the option to pay for their own fringe benefits package.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE X NON-SALARY COMPENSATION

A. Insurance Programs

1. The District will contribute toward the cost of the PPO and HMO medical care insurance policy premiums or programs, mental health care insurance policy premiums or programs, dental care insurance policy premiums or programs, vision care insurance policy premiums or programs, and life insurance and accidental death and dismemberment insurance policy premiums or programs for group plans covering eligible active employees and eligible active dependents, subject to the employee making annual contribution for the balance of the premium above the District Contribution. (See Plan Document for complete regulations regarding eligibility.) The Board shall implement annual employee payroll contributions for HMO and PPO medical and mental health benefit coverages as follows:

HMO / NARROW NETWORK HMO

- \$500 employee only
- \$750 employee plus one dependent
- \$1000 employee plus two or more dependents

PPO

- \$1,200 employee only
- \$2,250 employee plus one dependent
- \$3,350 employee plus two or more dependents

Effective January 2020, the Board shall implement annual employee payroll contributions for HMO and PPO medical and mental health benefit coverages as follows:

NARROW NETWORK HMO

- \$0 employee only
- \$0 employee plus one dependent
- \$0 employee plus two or more dependents

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE X NON-SALARY COMPENSATION

HMO

- \$500 employee only
- \$750 employee plus one dependent
- \$1,000 employee plus two or more dependents

EPO

- \$500 employee only
- \$1,125 employee plus one dependent
- \$1,675 employee plus two or more dependents

PPO

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

For the 2021 benefit year, the parties will collaboratively work to modify plan designs. Employee annual contributions will not exceed:

NARROW NETWORK HMO

- \$0 employee only
- \$0 employee plus one dependent
- \$0 employee plus two or more dependents

HMO

- \$885 employee only
- \$1,328 employee plus one dependent
- \$1,770 employee plus two or more dependents

EPO

- \$1,790 employee only
- \$2,415 employee plus one dependent
- \$2,965 employee plus two or more dependents

PPO

- \$3,580 employee only

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE X NON-SALARY COMPENSATION

- \$4,830 employee plus one dependent
- \$5,930 employee plus two or more dependents

Effective January 1, 2023, the District contribution to health benefits shall be no lower than:

- \$6,782 employee only
- \$13,492 employee plus one dependent
- \$20,342 employee plus two or more dependents

For the 2021 and 2022 benefit years, the District will make a contribution of \$750 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in a District sponsored HMO medical plan, \$1000 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored EPO medical plan and \$1500 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored PPO medical plan.

In addition to the reopener language, the parties agree that any proposals remaining on the table upon ratification may be subject to negotiations that commence in the final year of this Agreement. By May 1, 2021, the parties will agree upon the district contribution to be effective January 1, 2022.

2. For purposes of this Article "dependent" shall mean an employee's spouse or registered domestic partner or an employee's child or child of a registered domestic partner, including any stepchild, legally adopted child or foster child of the employee or his/her registered domestic partner who is less than 26 years of age, is not covered for benefits as a District employee, and is not a member on active duty with the Armed Forces.
3. Employees working less than twenty (20) hours per week shall not be eligible for participation in a medical care insurance plan, mental health

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE X NON-SALARY COMPENSATION

care insurance plan, dental care insurance plan, vision care insurance plan or life and accidental death and dismemberment insurance plan as approved by the Board and no contributions will be made by the District on behalf of those employees.

B. Insurance Program Coverage

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

C. Retirement Insurance Benefits

See ARTICLE XI, REDUCED WORKLOAD/EARLY RETIREMENT.

D. Tax Sheltered Annuities

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

E. Termination of Insurance Benefits

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

F. Coverage of Employees on Paid Leave

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

G. Members on Unpaid Leave

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



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

Section 1. CalSTRS Reduced Workload Program

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

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

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

C. Reduced workload assignments shall be authorized on the following model:

Work full-time for at least one-half (1/2) of the work year for Speech and Language Pathologist (92 days) or School Psychologist (100 days).

D. The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

1 employment. The employee shall retain all other rights and benefits for which  
2 he/she or the District makes the payments, including those as provided in  
3 Section 53201 of the Government Code, that would/should be required if  
4 he/she remained in full-time employment.

5 E. Part-time service is limited to a period not to exceed ten (10) years.

6 F. The employee and employer agree to submit contributions to the State Teachers'  
7 Retirement System based on the compensation which would be earned for  
8 full-time employment.

9 G. Full retirement credit is not earned until the end of the full school term or full school  
10 year. Participants who terminate prior to these concluding periods will receive  
11 retirement credit based on the salary actually paid for that year in the proportion  
12 that it relates to the annual salary that would have been paid had the employment  
13 continued. An employee may request termination of the agreement. Such request  
14 shall be made in writing to the employer not later than November 15 or March 15  
15 in any school year, and the employer shall act on the request on or before January  
16 15 or May 15. If consent is given, the employee shall be reassigned to the school  
17 of previous full-time employment or if such assignment is unacceptable or cannot  
18 be made, the employee shall be given priority consideration for any vacancy for  
19 which he/she is qualified.

20 H. Retirement contributions for service not credited because of termination of contract  
21 or agreement, by resignation, dismissal, or retirement, will be returned to the  
22 employee, or in case of death, to the beneficiary. When two or more applications  
23 for reduced employee service are received on the same day, the original order of  
24 employment which determined seniority rights shall determine priority rights to  
25 reduce workload assignment.

26 I. All rights mandated by law and any additional benefits which may be granted by  
27 the District to its certificated employees shall be applicable to any and all such  
28 employees who are on contract for reduced workload service. District payments

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

of premiums or other charges for employees' health and welfare benefits shall not be prorated for an employee who is on a reduced service contract.

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

Section 2. Health Benefits for Retirees

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

B. The District shall contribute toward the cost for providing the retired employee the same insurance benefits (medical, mental health, dental, vision, and life and accidental death and dismemberment benefits) that would be provided if the person were a regular, non-retired employee eligible for benefits, at the time of retirement. Employees who retire on or after January 1, 2003 shall make the same contributions for medical coverage required of existing employees. In the event that the retiree dies, and the spouse or registered domestic partner and/or eligible dependents are enrolled in the District's Health Benefit program, the health benefits (medical, mental health, dental, and vision) will be continued for the retiree's spouse or registered domestic partner and eligible dependents provided he/she has attained the age of fifty-five (55) years and has not attained the age of

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022  
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

sixty-five (65) years and dependents continue to meet the eligibility requirements specified by the Plan Document. In the event the retiree attains the age of 65, the health benefits will be continued for the retiree's spouse or registered domestic partner provided he/she has attained the age of 55 and has not attained the age of 65. In the event the retiree is 55 to 65 and the retiree's spouse or registered domestic partner is over 65, health benefits will be continued for both the retiree and the retiree's spouse or registered domestic partner until the retiree reaches the age of 65. These insurance benefits shall be secondary to any benefits for which the retired employee or his/her spouse or registered domestic partner is eligible under Medicare or MediCal.

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

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVPSA, 2018-2022

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

3 For the District:

4 

5  
6 Connie Cavanaugh, Asst. Superintendent

7 Fiscal Services

8 

9  
10 Yousef Nasouf, Director

11 Human Resources

12 

13  
14 Diane Clark, Director

15 Special Education

16 

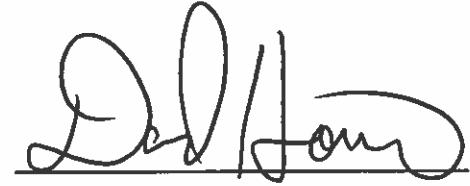
17  
18 Shawn Beese, Coordinator

19 Special Education

For the Association:

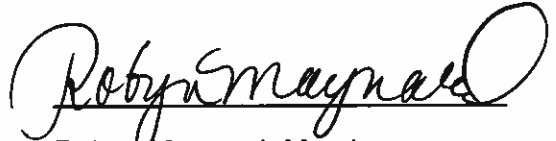


Kathryn Jaronczyk, SVPSA President



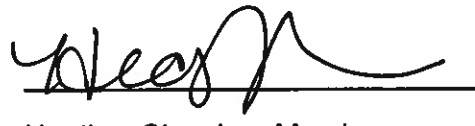
David Houten, Member

SVPSA Negotiations Team



Robyn Maynard, Member

SVPSA Negotiations Team



Heather Clausing, Member

SVPSA Negotiations Team

20  
21  
22  
23  
24  
25  
26 Ratified: June 1, 2021

Ratified: April 29, 2021

2015 California Ed Code 567441.7 (a) The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section 56441.11 or 56026, shall not exceed a count of 40.

2015 California Ed Code 56363.3 The average caseloads for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 LICENSED SPEECH AND LANGUAGE PATHOLOGIST  
 per Ed Code 44831  
 SALARY SCHEDULE  
 Effective July 1, 2023 Work Year: 184 Days

| STEP |    | A<br>0-30<br>Units | B<br>31-35<br>Units | C<br>36-41<br>Units | D<br>42-47<br>Units | E<br>48-53<br>Units | F<br>54-59<br>Units | G<br>60-65<br>Units | H<br>66-70+<br>Units |
|------|----|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| 1    | BA | \$68,933           | \$70,042            | \$71,371            | \$72,701            | \$74,031            | \$75,362            | \$76,692            | \$77,801             |
|      | MA | \$72,283           | \$73,392            | \$74,721            | \$76,051            | \$77,381            | \$78,712            | \$80,042            | \$81,151             |
| 2    | BA | \$70,666           | \$71,774            | \$73,104            | \$74,434            | \$75,764            | \$77,095            | \$78,425            | \$79,534             |
|      | MA | \$74,016           | \$75,124            | \$76,454            | \$77,784            | \$79,114            | \$80,445            | \$81,775            | \$82,884             |
| 3    | BA | \$72,397           | \$73,506            | \$74,836            | \$76,166            | \$77,496            | \$78,827            | \$80,157            | \$81,265             |
|      | MA | \$75,747           | \$76,856            | \$78,186            | \$79,516            | \$80,846            | \$82,177            | \$83,507            | \$84,615             |
| 4    | BA | \$74,123           | \$75,231            | \$76,562            | \$77,892            | \$79,222            | \$80,553            | \$81,883            | \$82,992             |
|      | MA | \$77,473           | \$78,581            | \$79,912            | \$81,242            | \$82,572            | \$83,903            | \$85,233            | \$86,342             |
| 5    | BA | \$75,858           | \$76,967            | \$78,298            | \$79,627            | \$80,958            | \$82,289            | \$83,618            | \$84,727             |
|      | MA | \$79,208           | \$80,317            | \$81,648            | \$82,977            | \$84,308            | \$85,639            | \$86,968            | \$88,077             |
| 6    | BA | \$77,586           | \$78,694            | \$80,024            | \$81,355            | \$82,685            | \$84,015            | \$85,346            | \$86,455             |
|      | MA | \$80,936           | \$82,044            | \$83,374            | \$84,705            | \$86,035            | \$87,365            | \$88,696            | \$89,805             |
| 7    | BA | \$81,431           | \$82,540            | \$83,871            | \$85,201            | \$86,531            | \$87,862            | \$89,192            | \$90,300             |
|      | MA | \$84,781           | \$85,890            | \$87,221            | \$88,551            | \$89,881            | \$91,212            | \$92,542            | \$93,650             |
| 8    | BA | \$85,284           | \$86,393            | \$87,722            | \$89,054            | \$90,384            | \$91,713            | \$93,045            | \$94,153             |
|      | MA | \$88,634           | \$89,743            | \$91,072            | \$92,404            | \$93,734            | \$95,063            | \$96,395            | \$97,503             |
| 9    | BA | \$89,144           | \$90,252            | \$91,583            | \$92,913            | \$94,242            | \$95,574            | \$96,904            | \$98,013             |
|      | MA | \$92,494           | \$93,602            | \$94,933            | \$96,263            | \$97,592            | \$98,924            | \$100,254           | \$101,363            |
| 10   | BA | \$92,993           | \$94,102            | \$95,432            | \$96,761            | \$98,092            | \$99,422            | \$100,752           | \$101,861            |
|      | MA | \$96,343           | \$97,452            | \$98,782            | \$100,111           | \$101,442           | \$102,772           | \$104,102           | \$105,211            |
| 11   | BA | \$96,842           | \$97,949            | \$99,280            | \$100,611           | \$101,940           | \$103,271           | \$104,602           | \$105,710            |
|      | MA | \$100,192          | \$101,299           | \$102,630           | \$103,961           | \$105,290           | \$106,621           | \$107,952           | \$109,060            |
| 14   | BA | \$103,056          | \$104,163           | \$105,494           | \$106,825           | \$108,154           | \$109,485           | \$110,816           | \$111,924            |
|      | MA | \$106,406          | \$107,513           | \$108,844           | \$110,175           | \$111,504           | \$112,835           | \$114,166           | \$115,274            |
| 17   | BA | \$109,270          | \$110,377           | \$111,708           | \$113,039           | \$114,368           | \$115,699           | \$117,030           | \$118,138            |
|      | MA | \$112,620          | \$113,727           | \$115,058           | \$116,389           | \$117,718           | \$119,049           | \$120,380           | \$121,488            |
| 21   | BA | \$113,538          | \$114,645           | \$115,976           | \$117,307           | \$118,636           | \$119,967           | \$121,298           | \$122,406            |
|      | MA | \$116,888          | \$117,995           | \$119,326           | \$120,657           | \$121,986           | \$123,317           | \$124,648           | \$125,756            |
| 25   | BA | \$126,349          | \$127,456           | \$128,787           | \$130,118           | \$131,447           | \$132,778           | \$134,110           | \$135,219            |
|      | MA | \$129,699          | \$130,806           | \$132,137           | \$133,468           | \$134,797           | \$136,128           | \$137,459           | \$138,568            |

Add \$5,334 for Doctorate

- Individuals shall be placed on a step commensurate with their previous years of certificated educational experience in an accredited K-16 school in any state in the United States.
- Effective July 1, 2000, employees hired on or after July 1, 1999 may be granted up to five years salary credit for "other relevant and comparable professional experience."
- Professional Licensing Stipend. Speech/Language Pathologists (SLPS) who hold the American Speech Language Hearing Association (ASHA) Certificate of Clinical Competence and the Board License for Speech Language from the State of California will receive an annual stipend of \$360.

Anniversary Bonuses are included in Salary Schedule Steps 14, 17, 21 and 25

14th Year    \$    6,214  
 17th Year    \$    6,214

21th Year    \$    4,268

25th Year    \$  12,811

Board Approved:    11/9/2023

Effective:            7/1/2023



**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
CERTIFICATED SPECIAL SERVICES  
SALARY SCHEDULE EFFECTIVE 07/01/2023**

**Mental Wellness Counselor**

Work Year 190 Days

Range A

| Step  | Salary    |
|---|-----------|
| 1   | \$81,764  |
| 2   | \$83,739  |
| 3   | \$85,712  |
| 4   | \$87,681  |
| 5   | \$89,660  |
| 6   | \$91,629  |
| 7   | \$96,014  |
| Salaries listed below include anniversary bonus |           |
| 14  | \$102,477 |
| 17  | \$108,941 |
| 21  | \$113,379 |
| 25  | \$126,704 |

**ANNIVERSARY**

**BONUSES:** Anniversary Bonuses are included in Salary Schedule Steps 14, 17, 21 and 25

**DOCTORAL**

**CREDIT:** Those having an earned Doctorate from an accredited institution shall receive an additional \$5,032

**Board Approved:** 11/09/2023

**Revised:** 11/2/2023

**Effective** 7/1/2023

|            |          |
|------------|----------|
| 14th Year- | \$6,463  |
| 17th Year- | \$6,464  |
| 21th Year- | \$4,438  |
| 25th Year- | \$13,325 |

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**  
**PUPIL SERVICES CREDENTIALLED**  
**SALARY SCHEDULE**

Effective 7/1/2023

**Psychologists**  
**Work Year 200 Days**  
**Range 1**

| STEP                                      | SALARY     |
|---|------------|
| 1   | \$ 94,442  |
| 2   | \$ 99,935  |
| 3   | \$ 105,513 |
| 4   | \$ 110,133 |
| 5   | \$ 115,852 |
| 6   | \$ 121,659 |
| 7   | \$ 127,572 |
| Salaries listed below include anniversary |            |
| 14  | \$ 134,322 |
| 17  | \$ 141,072 |
| 21  | \$ 145,712 |
| 25  | \$ 159,632 |

*Add \$5,334 for Doctorate*

**Mental Health Counselors**  
**Work Year 200 Days**  
**Range 2**

| Step                                      | Salary     |
|---|------------|
| 1   | \$ 86,067  |
| 2   | \$ 88,146  |
| 3   | \$ 90,223  |
| 4   | \$ 92,296  |
| 5   | \$ 94,379  |
| 6   | \$ 96,452  |
| 7   | \$ 101,067 |
| Salaries listed below include anniversary |            |
| 14  | \$ 107,530 |
| 17  | \$ 113,992 |
| 21  | \$ 118,431 |
| 25  | \$ 131,756 |

*Add \$5,334 for Doctorate*

1. Individuals shall be placed on a step commensurate with their previous years of certificated educational experience in an accredited K-16 school in any state in the United States.
2. Effective July 1, 2000, employees hired on or after July 1, 1999 may be granted up to five years salary credit for "other relevant and comparable professional experience."

Anniversary Bonuses are included in Salary Schedule Steps 14, 17, 21 and 25

| Psychologist |          | Mental Health |          |
|--------------|----------|---------------|----------|
| 14th Year    | \$6,750  | 14th Year     | \$6,463  |
| 17th Year    | \$6,750  | 17th Year     | \$6,463  |
| 21th Year    | \$4,640  | 21th Year     | \$4,438  |
| 25th Year    | \$13,920 | 25th Year     | \$13,325 |

Board Approved: 11/9/2023  
Revised: 11/2/2023

Effective: 7/1/2023

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

CLASS SIZE COMPLIANCE CHART

GRADES K-6

2023-2024

| <u>Teachers</u> | <u>K - 3</u> | <u>4 - 6</u> |
|-----------------|--------------|--------------|
| 1               | 1-39         | 1-43         |
| 2               | 40-68        | 44-75        |
| 3               | 69-97        | 76-107       |
| 4               | 98-126       | 108-139      |
| 5               | 127-155      | 140-171      |
| 6               | 156-184      | 172-203      |
| 7               | 185-213      | 204-235      |
| 8               | 214-242      | 236-267      |
| 9               | 243-271      | 268-299      |
| 10              | 272-300      | 300-331      |
| 11              | 301-329      | 332-363      |
| 12              | 330-358      | 364-395      |
| 13              | 359-387      | 396-427      |
| 14              | 388-416      | 428-459      |
| 15              | 417-445      | 460-491      |
| 16              | 446-474      | 492-523      |
| 17              | 475-503      | 524-555      |
| 18              | 504-532      |              |
| 19              | 533-561      |              |
| 20              | 562-590      |              |
| 21              | 591-619      |              |
| 22              | 620-648      |              |
| 23              | 649-677      |              |
| 24              | 678-706      |              |
| 25              | 707-735      |              |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
CLASS SIZE COMPLIANCE CHART  
GRADES 7 & 8  
2023-2024

|      |   |      |   |    |
|------|---|------|---|----|
| 649  |   | 676  | = | 24 |
| 677  | - | 704  | = | 25 |
| 705  | - | 732  | = | 26 |
| 733  | - | 760  | = | 27 |
| 761  | - | 788  | = | 28 |
| 789  | - | 816  | = | 29 |
| 817  | - | 844  | = | 30 |
| 845  | - | 872  | = | 31 |
| 873  | - | 900  | = | 32 |
| 901  | - | 928  | = | 33 |
| 929  | - | 955  | = | 34 |
| 956  | - | 983  | = | 35 |
| 984  | - | 1011 | = | 36 |
| 1012 | - | 1039 | = | 37 |
| 1040 | - | 1067 | = | 38 |
| 1068 | - | 1095 | = | 39 |
| 1096 | - | 1122 | = | 40 |
| 1123 | - | 1150 | = | 41 |
| 1151 | - | 1178 | = | 42 |
| 1179 | - | 1206 | = | 43 |
| 1207 | - | 1234 | = | 44 |
| 1235 | - | 1262 | = | 45 |
| 1263 | - | 1289 | = | 46 |
| 1290 | - | 1317 | = | 47 |
| 1318 | - | 1345 | = | 48 |
| 1346 | - | 1373 | = | 49 |
| 1374 | - | 1401 | = | 50 |
| 1402 | - | 1429 | = | 51 |
| 1430 | - | 1456 | = | 52 |
| 1457 | - | 1484 | = | 53 |
| 1485 | - | 1512 | = | 54 |
| 1513 | - | 1540 | = | 55 |
| 1541 | - | 1568 | = | 56 |
| 1569 | - | 1596 | = | 57 |
| 1597 | - | 1623 | = | 58 |
| 1624 | - | 1651 | = | 59 |
| 1652 | - | 1679 | = | 60 |
| 1680 | - | 1707 | = | 61 |
| 1708 | - | 1735 | = | 62 |
| 1736 | - | 1763 | = | 63 |
| 1764 | - | 1790 | = | 64 |

APPENDIX A

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
CLASS SIZE COMPLIANCE CHART  
GRADES 9-12  
2023-2024**

|      |   |      |    |      |   |      |     |
|------|---|------|----|------|---|------|-----|
| 1128 | - | 1155 | 40 | 2518 | - | 2545 | 89  |
| 1156 | - | 1183 | 41 | 2546 | - | 2574 | 90  |
| 1184 | - | 1211 | 42 | 2575 | - | 2602 | 91  |
| 1212 | - | 1239 | 43 | 2603 | - | 2631 | 92  |
| 1240 | - | 1267 | 44 | 2632 | - | 2659 | 93  |
| 1268 | - | 1295 | 45 | 2660 | - | 2688 | 94  |
| 1296 | - | 1323 | 46 | 2689 | - | 2716 | 95  |
| 1324 | - | 1351 | 47 | 2717 | - | 2744 | 96  |
| 1352 | - | 1379 | 48 | 2745 | - | 2773 | 97  |
| 1380 | - | 1407 | 49 | 2774 | - | 2801 | 98  |
| 1408 | - | 1435 | 50 | 2802 | - | 2830 | 99  |
| 1436 | - | 1463 | 51 | 2831 | - | 2858 | 100 |
| 1464 | - | 1491 | 52 | 2859 | - | 2887 | 101 |
| 1492 | - | 1519 | 53 | 2888 | - | 2915 | 102 |
| 1520 | - | 1548 | 54 | 2916 | - | 2944 | 103 |
| 1549 | - | 1576 | 55 | 2945 | - | 2972 | 104 |
| 1577 | - | 1605 | 56 | 2973 | - | 3001 | 105 |
| 1606 | - | 1633 | 57 | 3002 | - | 3029 | 106 |
| 1634 | - | 1662 | 58 | 3030 | - | 3058 | 107 |
| 1663 | - | 1690 | 59 | 3059 | - | 3086 | 108 |
| 1691 | - | 1719 | 60 | 3087 | - | 3115 | 109 |
| 1720 | - | 1747 | 61 | 3116 | - | 3143 | 110 |
| 1748 | - | 1776 | 62 | 3144 | - | 3172 | 111 |
| 1777 | - | 1804 | 63 | 3173 | - | 3200 | 112 |
| 1805 | - | 1833 | 64 | 3201 | - | 3229 | 113 |
| 1834 | - | 1861 | 65 | 3230 | - | 3257 | 114 |
| 1862 | - | 1890 | 66 | 3258 | - | 3286 | 115 |
| 1891 | - | 1918 | 67 | 3287 | - | 3314 | 116 |
| 1919 | - | 1947 | 68 | 3315 | - | 3343 | 117 |
| 1948 | - | 1975 | 69 | 3344 | - | 3371 | 118 |
| 1976 | - | 2004 | 70 | 3372 | - | 3400 | 119 |
| 2005 | - | 2032 | 71 | 3401 | - | 3428 | 120 |
| 2033 | - | 2061 | 72 | 3429 | - | 3457 | 121 |
| 2062 | - | 2089 | 73 | 3458 | - | 3485 | 122 |
| 2090 | - | 2118 | 74 | 3486 | - | 3514 | 123 |
| 2119 | - | 2146 | 75 |      |   |      |     |
| 2147 | - | 2175 | 76 |      |   |      |     |
| 2176 | - | 2203 | 77 |      |   |      |     |
| 2204 | - | 2232 | 78 |      |   |      |     |
| 2233 | - | 2260 | 79 |      |   |      |     |
| 2261 | - | 2289 | 80 |      |   |      |     |
| 2290 | - | 2317 | 81 |      |   |      |     |
| 2318 | - | 2346 | 82 |      |   |      |     |
| 2347 | - | 2374 | 83 |      |   |      |     |
| 2375 | - | 2403 | 84 |      |   |      |     |
| 2404 | - | 2431 | 85 |      |   |      |     |
| 2432 | - | 2460 | 86 |      |   |      |     |
| 2461 | - | 2488 | 87 |      |   |      |     |
| 2489 | - | 2517 | 88 |      |   |      |     |

APPENDIX A

## Annual Personal and Professional Goals

Year: \_\_\_\_\_

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

iv

**Administrator directed goals:** (Employee is notified when Annual Goals form is distributed that he/she should anticipate receiving Administrator directed goals. A conference must be held. Date of conference \_\_\_\_\_) Columns 1-3 to be completed by the Administrator.

| 1. Goals directed by Administrator:   | 2. What CSTP standard is being addressed? (Number and letter of standard). | 3. Activities required to meet goals:  | 4. Summary of Progress<br><br>Use codes below. For IP and NC complete End of Year Report |
|---|--|--|--|
|   |  |  |  |
| Teacher's Signature _____<br><br>Date _____<br><br>_____ I have also requested a conference with the Evaluator. |  | Evaluator's Signature _____<br><br>Date _____<br><br>A conference was held on _____ date |  |

Distribution: Original to Administrator; copy to teacher by October \_\_\_\_\_.

**1. Engaging and Supporting All Students in Learning**

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

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

**2. Creating and Maintaining Effective Environments for Student Learning**

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

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

**3. Understanding and Organizing Subject Matter for Student Learning**

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

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

**4. Planning Instruction and Designing Learning Experiences for All Students**

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

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

**5. Assessing Student Learning**

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

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

**6. Developing as a Professional Educator**

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

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

**7. Maintaining SVUSD Professional Standards/Expectations**

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

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



# SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

## Certificated Evaluation

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ Date(s): \_\_\_\_\_

Grade/Subject: \_\_\_\_\_ Observation Date(s): \_\_\_\_\_

☐ Permanent

☐ Probationary: \_\_\_\_ Year 1 \_\_\_\_ Year 2

☐ Temporary

|  |  |
|--|--|
| <p><b>1. Engaging and Supporting All Students in Learning</b></p> <ul style="list-style-type: none"> <li>A. Using knowledge of students to engage them in learning.</li> <li>B. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.</li> <li>C. Connecting subject matter to meaningful, real-life contexts.</li> <li>D. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.</li> <li>E. Promoting critical thinking through inquiry, problem solving, and reflection.</li> <li>F. Monitoring student learning and adjusting instruction while teaching.</li> </ul> <p><b>Comments:</b></p>   | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>2. Creating and Maintaining Effective Environments for Student Learning</b></p> <ul style="list-style-type: none"> <li>A. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</li> <li>B. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</li> <li>C. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.</li> <li>D. Creating a rigorous learning environment with high expectations and appropriate support for all students.</li> <li>E. Developing, communicating, and maintaining high standards for individual and group behavior.</li> <li>F. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</li> <li>G. Using instructional time to optimize learning.</li> </ul> <p><b>Comments:</b></p> | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>3. Understanding and Organizing Subject Matter for Student Learning</b></p> <ul style="list-style-type: none"> <li>A. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.</li> <li>B. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</li> <li>C. Organizing curriculum to facilitate student understanding of the subject matter.</li> <li>D. Utilizing instructional strategies that are appropriate to the subject matter.</li> <li>E. Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</li> <li>F. Addressing the needs of English learners and students with special needs to provide equitable access to the content.</li> </ul> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>4. Planning Instruction and Designing Learning Experiences for All Students</b></p> <ul style="list-style-type: none"> <li>A. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</li> <li>B. Establishing and articulating goals for student learning.</li> <li>C. Developing and sequencing long-term and short-term instructional plans to support student learning.</li> <li>D. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</li> <li>E. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</li> </ul> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |

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

Reemployment Recommendations:

- ☐ Recommended
- ☐ Recommended; Referral to PSP
- ☐ Not Recommended

Next Evaluation Cycle: ☐ 1-year cycle, 20\_\_ - 20\_\_

☐ 2-year cycle, 20\_\_ - 20\_\_

☐ 4-year cycle, 20\_\_ - 20\_\_

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

This report has been discussed with the employee.

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

Approved 12/8/11

APPENDIX C

**1. Engaging and Supporting All Students in Learning**

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

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

**2. Creating and Maintaining Effective Environments for Student Learning**

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

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

**3. Understanding and Organizing Subject Matter for Student Learning**

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

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

**4. Planning Instruction and Designing Learning Experiences for All Students**

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

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

**5. Assessing Student Learning**

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

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

**6. Developing as a Professional Educator**

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

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

**7. Maintaining SVUSD Professional Standards/Expectations**

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

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

**8. Selected Duties from Job Description of \_\_\_\_\_**

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

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

## Certificated Evaluation

Teacher: \_\_\_\_\_

School: \_\_\_\_\_

Date(s): \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Observation Date(s): \_\_\_\_\_

☐ Permanent☐ Probationary: \_\_\_\_ Year 1 \_\_\_\_ Year 2☐ Temporary

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

|  |  |
|--|--|
| <p><b>5. Assessing Student Learning</b></p> <ul style="list-style-type: none"> <li>A. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</li> <li>B. Collecting and analyzing assessment data from a variety of sources to inform instruction.</li> <li>C. Reviewing data, both individually and with colleagues, to monitor student learning.</li> <li>D. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</li> <li>E. Involving all students in self-assessment, goal setting, and monitoring progress.</li> <li>F. Using available technologies to assist in assessment, analysis, and communication of student learning.</li> <li>G. Using assessment information to share timely and comprehensible feedback with students and their families.</li> </ul> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>6. Developing as a Professional Educator</b></p> <ul style="list-style-type: none"> <li>A. Reflecting on teaching practice in support of student learning.</li> <li>B. Establishing professional goals and engaging in continuous and purposeful professional growth and development.</li> <li>C. Collaborating with colleagues and the broader professional community to support teacher and student learning.</li> <li>D. Working with families to support student learning.</li> <li>E. Engaging local communities in support of the instructional program.</li> <li>F. Managing professional responsibilities to maintain motivation and commitment to all students.</li> <li>G. Demonstrating professional responsibility, integrity, and ethical conduct.</li> </ul> <p><b>Comments:</b></p>   | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>7. Maintaining SVUSD Professional Standard/Expectations</b></p> <ul style="list-style-type: none"> <li>A. Sharing in responsibility for the operation of school programs.</li> <li>B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.</li> <li>C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)</li> <li>D. Promoting a positive professional image by action, communication and appearance.</li> <li>E. Maintaining confidentiality in all professional relationships.</li> <li>F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.</li> </ul> <p><b>Comments:</b></p> | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>8. Selected Duties from Job Description of _____</b><br/> <i>(If the employee chooses to be evaluated on the non-classroom duties, a list of no more than 8 duties will be determined by the supervisor and employee by the last Friday in September.)</i></p> <ul style="list-style-type: none"> <li>A.</li> <li>B.</li> <li>C.</li> <li>D.</li> <li>E.</li> <li>F.</li> <li>G.</li> <li>H.</li> </ul> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |

Reemployment Recommendations:

- ☐ Recommended  
☐ Recommended; Referral to PSP  
☐ Not Recommended

Next Evaluation Cycle: ☐ 1-year cycle, 20\_\_\_\_ - 20\_\_\_\_  
☐ 2-year cycle, 20\_\_\_\_ - 20\_\_\_\_  
☐ 4-year cycle, 20\_\_\_\_ - 20\_\_\_\_

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

This report has been discussed with the employee.

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

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

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Approved: 3/8/16

## California Standards for the School Counseling Profession (CSSCP)

### 1. Engage, Advocate for and Support Students in Learning

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

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

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

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

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

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

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

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

### 4. Collaborate and Coordinate with School and Community Resources

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

1. Participate in student support teams for student achievement.
2. Provide consultation and education for teachers and parents.
3. Develop working relationships within the school that include school staff members, parents, and community members.
4. Facilitate support from community agencies.

### 5. Support a Safe Learning Environment for Students

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

1. Support a positive, safe, and supportive learning environment.
2. Facilitate programs that address the personal and social risk factors of students.
3. Support programs that reduce the incidents of school site violence.
4. Support models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.

### 6. Develop as a Professional Guidance Specialist/Counselor

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

1. Establish professional goals and pursue opportunities to improve.
2. Model effective practices and continuous progress in school guidance programs.
3. Adhere to professional codes of ethics, legal mandates, and district policies.

### 7. Maintaining SVUSD Professional Standards/Expectations

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

1. Sharing in responsibility for the operation of school programs.
2. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.
3. Accept and fulfill assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to meetings and scheduled conferences, completion of reports and requests for information, return phone calls, and fulfilling adjunct responsibilities.)
4. Promote a positive professional image by action, communication and appearance.
5. Maintaining confidentiality in all professional relationships.
6. Adhering to the California Education Code and SVUSD Board Policies.

# SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

## Guidance Specialist/Counselor Evaluation

Guidance Specialist/Counselor: \_\_\_\_\_

School: \_\_\_\_\_ Grade Level/Alpha Cut/Special Assignment: \_\_\_\_\_

☐ Temporary
 ☐ 1<sup>st</sup> Year Probationary
 ☐ 2<sup>nd</sup> Year Probationary
 ☐ Permanent

|   |  |
|---|--|
| <p><b>1. Engage, Advocate for and Support Students in Learning</b></p> <ol style="list-style-type: none"> <li>1. Support students in a system designed for learning and academic success.</li> <li>2. Advocate for educational opportunity, equity and access for students</li> <li>3. Advocate for the learning and academic success for students.</li> <li>4. Identify student problems in their earliest stages and implement prevention and intervention strategies.</li> </ol> <p><b>Comments:</b></p>           | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>2. Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal and Social Development for Students</b></p> <ol style="list-style-type: none"> <li>1. Demonstrate organization skills.</li> <li>2. Deliver Site/District guidance programs.</li> <li>3. Assess program outcomes and analyze data as appropriate.</li> <li>4. Demonstrate leadership in program development.</li> </ol> <p><b>Comments:</b></p>   | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>3. Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement</b></p> <ol style="list-style-type: none"> <li>1. Assess student characteristics and utilize the information to plan for growth and achievement.</li> <li>2. Interpret and use student assessment data with students and parents or guardians in developing personal, academic and career plans.</li> <li>3. Monitor and/or support student academic and career progress.</li> </ol> <p><b>Comments:</b></p> | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>4. Collaborate and Coordinate with School and Community Resources</b></p> <ol style="list-style-type: none"> <li>1. Participate in student support teams for student achievement.</li> <li>2. Provide consultation and education for teachers and parents.</li> <li>3. Develop working relationships within the school that include school staff members, parents, and community members.</li> <li>4. Facilitate support from community agencies.</li> </ol> <p><b>Comments:</b></p>                            | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |

|  |  |
|--|--|
| <p><b>5. Support a Safe Learning Environment for Students</b></p> <ol style="list-style-type: none"> <li>1. Support a positive, safe, and supportive learning environment.</li> <li>2. Facilitate programs that address the personal and social risk factors of students.</li> <li>3. Support programs that reduce the incidence of school site violence.</li> <li>4. Support models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.</li> </ol> <p><b>Comments:</b></p>   | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>6. Develop as a Professional Guidance Specialist/Counselor</b></p> <ol style="list-style-type: none"> <li>1. Establish professional goals and pursue opportunities to improve.</li> <li>2. Model effective practices and continuous progress in school guidance programs.</li> <li>3. Adhere to professional codes of ethics, legal mandates, and district policies.</li> </ol> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>7. Maintaining SVUSD Professional Standard/Expectations</b></p> <ol style="list-style-type: none"> <li>1. Share in responsibility for the operation of school programs.</li> <li>2. Conduct timely and effective conferences with students, parents, and support personnel concerning individual student needs.</li> <li>3. Accept and fulfill assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to meetings and scheduled conferences, completion of reports and requests for information, return phone calls, and fulfilling adjunct responsibilities.)</li> <li>4. Promote a positive professional image by action, communication and appearance.</li> <li>5. Maintain confidentiality in all professional relationships.</li> <li>6. Adhere to the California Education Code and SVUSD Board Policies.</li> </ol> <p><b>Comments:</b></p> | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |

Reemployment Recommendations:

- ☐ Recommended  
☐ Recommended; Referral to PSP  
☐ Not Recommended

Next Evaluation Cycle: ☐ 1-year cycle, 20\_\_ - 20\_\_  
☐ 2-year cycle, 20\_\_ - 20\_\_  
☐ 4-year cycle, 20\_\_ - 20\_\_

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

This report has been discussed with the Guidance Specialist/Counselor.

The Guidance Specialist/Counselor's signature acknowledges receipt of this document and not necessarily agreement with all of the ratings.

\_\_\_\_\_  
Guidance Specialist/Counselor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

The California Standards for the School Counseling Profession were approved in 2001 by the California Association of School Counselors, Inc (CASC) and are based on the work of a Pupil Personnel Services Advisory Panel 1998-2000 and consistent with the findings of the AB722 study. They incorporate elements of the American School Counselor Association (ASCA) National standards for School Counseling Programs and the core and specialization requirements for school counseling included in the Council for Accreditation of Counseling and Related Education Programs (CACREP).

Approved: 3/8/16

APPENDIX C



## National Standards for School Nurse Profession (NSSNP)

### 1. HEALTH TEACHING/PROMOTION. The school nurse provides health education and employs strategies to promote health and a safe environment.

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

- A. Provides general health education to the student body at large through direct classroom instruction or expert consultation.
- B. Provides health teaching that addresses such topics as healthy lifestyles, risk-reducing behaviors, developmental needs, activities of daily living, and preventive self-care as appropriate to client developmental levels.
- C. Uses health promotion and health teaching methods appropriate to the situation and the client's developmental level, learning needs, readiness, ability to learn, language preference, and culture.
- D. Promotes self-care and safety through the education of the school community regarding health issues.

### 2. PLANNING. The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes.

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

- A. Develops an individualized healthcare plan considering the client characteristics or the situation (e.g., age and culturally appropriate, environmentally sensitive), with appropriate strategies for health promotion and disease prevention.
- B. Develops the plan in conjunction with the client, family, school community, and others, as appropriate.
- C. Creates individual healthcare plans, as a component of the program for clients with special healthcare needs.
- D. Provides for continuity within the plan.
- E. Incorporates an implementation pathway or timeline within the plan.
- F. Establishes the plan priorities with the client, family, school community, and others as appropriate.
- G. Utilizes the plan to provide direction to other members of the school team.
- H. Defines the plan to reflect current statutes, rules and regulations, and standards.
- I. Integrates current trends and research affecting care in the planning process.
- J. Considers the economic impact of the plan.
- K. Uses standardized language or recognized terminology to document the outcome in a retrievable form.

### 3. IMPLEMENTATION. The school nurse implants the identified plan.

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

- A. Implements the plan in a safe and timely manner.
- B. Documents implementation and any modifications, including changes or omissions, of the specified plan.
- C. Utilizes evidence-based interventions and treatments specific to the diagnosis or problem.
- D. Utilizes community resources and systems to implement the plan.
- E. Collaborates with nursing colleagues and others to implement the plan.
- F. Provides interventions in compliance with these standards of practice and professional performance.

### 4. PROGRAM MANAGEMENT. The school nurse manages school health services.

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

- A. Manage school health services as appropriate to the nurse's education, position, and practice environment.
- B. Conduct school health needs assessments to identify current health problems and identify the need for new programs. Develop and implement needed health programs using a program planning process.
- C. Demonstrate knowledge of existing school health programs and current health trends that may affect client care, the sources of funds for each, school policy related to each, and local, state, and federal laws governing each.
- D. Develop and implement health policies and procedures in collaboration with the school administration, the board of health, and the board of education.
- E. Orient and train health assistants, aides, and UAPs (unlicensed assistive personnel), as appropriate to the school setting.
- F. Adopt and use available technology appropriate to the work setting.

### 5. EDUCATION. The school nurse attains knowledge and competency that reflects current school nursing practice.

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

- A. Participate in ongoing educational activities related to appropriate knowledge bases and professional issues.
- B. Demonstrate a commitment to lifelong learning through self-reflection and inquiry to identify learning needs.
- C. Seek experiences that reflect current practice in order to maintain skills and competence in clinical practice or role performance.
- D. Acquire knowledge and skills appropriate to the specialty area, practice setting, role, or situation.
- E. Maintain professional records that provide evidence of competency and lifelong learning.
- F. Seek experiences and formal independent learning activities to maintain and develop clinical and professional skills and knowledge.

### 6. Maintaining SVUSD Professional Standards/Expectations

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

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

# SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

## Certificated School Nurse Evaluation\*

Nurse: \_\_\_\_\_

School: \_\_\_\_\_

Date(s): \_\_\_\_\_

Assignment: \_\_\_\_\_

☐ Permanent

☐ Probationary: \_\_\_\_Year 1 \_\_\_\_Year 2

☐ Temporary

|   |  |
|---|--|
| <p><b>1. HEALTH TEACHING / PROMOTION. The school nurse provides health education and employs strategies to promote health and a safe environment.</b></p> <ul style="list-style-type: none"> <li>A. Provides general health education to the student body at large through direct classroom instruction or expert consultation.</li> <li>B. Provides health teaching that addresses such topics as healthy lifestyles, risk-reducing behaviors, developmental needs, activities of daily living, and preventive self-care as appropriate to client developmental levels.</li> <li>C. Uses health promotion and health teaching methods appropriate to the situation and the client's developmental level, learning needs, readiness, ability to learn, language preference, and culture.</li> <li>D. Promotes self-care and safety through the education of the school community regarding health issues.</li> </ul> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>2. PLANNING. The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes.</b></p> <ul style="list-style-type: none"> <li>A. Develops an individualized healthcare plan considering the client characteristics or the situation (e.g., age and culturally appropriate, environmentally sensitive), with appropriate strategies for health promotion and disease prevention.</li> <li>B. Develops the plan in conjunction with the client, family, school community, and others, as appropriate.</li> <li>C. Creates individual healthcare plans, as a component of the program for clients with special healthcare needs.</li> <li>D. Provides for continuity within the plan.</li> <li>E. Incorporates an implementation pathway or timeline within the plan.</li> <li>F. Establishes the plan priorities with the client, family, school community, and others as appropriate.</li> <li>G. Utilizes the plan to provide direction to other members of the school team.</li> <li>H. Defines the plan to reflect current statutes, rules and regulations, and standards.</li> <li>I. Integrates current trends and research affecting care in the planning process.</li> <li>J. Considers the economic impact of the plan.</li> <li>K. Uses standardized language or recognized terminology to document the outcome in a retrievable form.</li> </ul> <p><b>Comments:</b></p> | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |
| <p><b>3. IMPLEMENTATION. The school nurse implants the identified plan.</b></p> <ul style="list-style-type: none"> <li>A. Implements the plan in a safe and timely manner.</li> <li>B. Documents implementation and any modifications, including changes or omissions, of the specified plan.</li> <li>C. Utilizes evidence-based interventions and treatments specific to the diagnosis or problem.</li> <li>D. Utilizes community resources and systems to implement the plan.</li> <li>E. Collaborates with nursing colleagues and others to implement the plan.</li> <li>F. Provides interventions in compliance with these standards of practice and professional performance.</li> </ul> <p><b>Comments:</b></p>  | <p><input type="checkbox"/> Meets Standard</p> <p><input type="checkbox"/> Partially Meets Standard</p> <p><input type="checkbox"/> Does Not Meet Standard</p> |

|   |   |
|---|---|
| <p><b>4. PROGRAM MANAGEMENT. The school nurse manages school health services.</b></p> <ul style="list-style-type: none"> <li>A. Manage school health services as appropriate to the nurse's education, position, and practice environment.</li> <li>B. Conduct school health needs assessments to identify current health problems and identify the need for new programs. Develops and implements needed health programs using a program planning process.</li> <li>C. Demonstrate knowledge of existing school health programs and current health trends that may affect client care, the sources of funds for each, school policy related to each, and local, state, and federal laws governing each.</li> <li>D. Develop and implements health policies and procedures in collaboration with the school administration, the board of health, and the board of education.</li> <li>E. Orient and train health assistants, aides, and UAPs (unlicensed assertive personnel), as appropriate to the school setting.</li> <li>F. Adopt and use available technology appropriate to the work setting.</li> </ul> <p><b>Comments:</b></p> | <input type="checkbox"/> Meets Standard<br><input type="checkbox"/> Partially Meets Standard<br><input type="checkbox"/> Does Not Meet Standard |
| <p><b>5. EDUCATION. The school nurse attains knowledge and competency that reflects current school nursing practice.</b></p> <ul style="list-style-type: none"> <li>A. Participate in ongoing educational activities related to appropriate knowledge bases and professional issues.</li> <li>B. Demonstrate a commitment to lifelong learning through self-reflection and inquiry to identify learning needs.</li> <li>C. Seek experiences that reflect current practice in order to maintain skills and competence in clinical practice or role performance.</li> <li>D. Acquire knowledge and skills appropriate to the specialty area, practice setting, role, or situation.</li> <li>E. Maintain professional records that provide evidence of competency and lifelong learning.</li> <li>F. Seek experiences and formal and independent learning activities to maintain and develop clinical and professional skills and knowledge.</li> </ul> <p><b>Comments:</b></p>  | <input type="checkbox"/> Meets Standard<br><input type="checkbox"/> Partially Meets Standard<br><input type="checkbox"/> Does Not Meet Standard |
| <p><b>6. Maintaining SVUSD Professional Standard/Expectations</b></p> <ul style="list-style-type: none"> <li>A. Sharing in responsibility for the operation of school programs.</li> <li>B. Conducting timely and effective conferences with students, parents, and support personnel concerning individual student needs.</li> <li>C. Accepting and fulfilling assigned responsibilities and duties in a timely and efficient manner (i.e., punctuality to class and meetings, completion of reports and requests for information, returning phone calls, and fulfilling supervision and adjunct responsibilities.)</li> <li>D. Promoting a positive professional image by action, communication and appearance.</li> <li>E. Maintaining confidentiality in all professional relationships.</li> <li>F. Adhering to the California Education Code, SVUSD Board Policies and District curriculum and content standards.</li> </ul> <p><b>Comments:</b></p>  | <input type="checkbox"/> Meets Standard<br><input type="checkbox"/> Partially Meets Standard<br><input type="checkbox"/> Does Not Meet Standard |

Reemployment Recommendations:

- ☐ Recommended
- ☐ Recommended; Referral to PSP
- ☐ Not Recommended

Next Evaluation Cycle: ☐ 1-year cycle, 20\_\_ - 20\_\_  
☐ 2-year cycle, 20\_\_ - 20\_\_  
☐ 4-year cycle, 20\_\_ - 20\_\_

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

This report has been discussed with the employee.

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

\_\_\_\_\_  
Nurse's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\*Criteria adapted from the National Standards for School Nurse Profession

Approved: 3/8/16

APPENDIX C

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
GRIEVANCE REPORT**

Grievant should send copies of this form and attachments, if any, to the personnel listed below.

Name of Grievant \_\_\_\_\_

School/Location of Grievant \_\_\_\_\_ Today's Date \_\_\_\_\_

Date the grievance occurred or was caused: \_\_\_\_\_

Within 10 days after the occurrence of the act or omission giving rise to the grievance, the employee must present his/her grievance on this form.  
(Article XII, Section 3.A.1.)

A. Contract Violation (List Article(s) and Section(s) allegedly violated):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Statement of Grievant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Desired Remedy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Original: Grievant  
Copies: Immediate Supervisor  
SVEA  
Superintendent/Designee

APPENDIX D

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
RESPONSE TO GRIEVANCE**

Response from (check one):

Level I (Immediate Supervisor) \_\_\_\_\_

Level II (Superintendent/Designee) \_\_\_\_\_

Name of Grievant \_\_\_\_\_

School/Location of Grievant \_\_\_\_\_ Today's Date \_\_\_\_\_

Date the grievance occurred or was caused: \_\_\_\_\_

Level I: The immediate administrator shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limit, the grievance is deemed denied and the employee may appeal in writing to the next level. Such appeal must be made within five (5) days after the expiration of the time limit or after the written answer is received, whichever occurs first. (Article XII, Section 3.A.3.)

Level II: The Superintendent, or designee shall communicate a decision in writing within ten (10) days after receiving the appeal. (Article XII, Section 3.B.3.)

Response:

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\_\_\_\_\_  
Signature of Grievant Title Date

Original: Respondent  
Copies: Grievant  
Immediate Supervisor  
SVEA  
Superintendent/Designee

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
GRIEVANCE APPEAL FORM**

Name of Grievant \_\_\_\_\_

School/Location of Grievant \_\_\_\_\_

Date Grievance was originally filed: \_\_\_\_\_

If the employee is not satisfied with the decision on the grievance on Level I, the employee may appeal, and, if so, shall file the grievance on this form with the Superintendent, or designee, within five (5) days after the written decision at Level I has been delivered or prior to expiration of the time for appeal, whichever occurs sooner. (Article XII, Section 3.B.1.)

I wish to appeal the response of Level 1 to Level 2.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Original: Grievant  
Copies: Immediate Supervisor  
SVEA  
Superintendent/Designee

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |  |                 |
|----|--|-----------------|
| 1  | INDEX  |                 |
| 2  | Academic Competition.....                              | 121             |
| 3  | Academic Freedom.....                                  | 11-12           |
| 4  | Accredited College or University.....                  | 90,100-102,108  |
| 5  | Additional Period.....                                 | 33              |
| 6  | Administrator-Initiated Transfer.....                  | 67-68           |
| 7  | Administrator-Initiated Transfer, Definition.....      | 5               |
| 8  | Adoption Leave.....                                    | 55              |
| 9  | Adult Education Assignment.....                        | 109             |
| 10 | Adult Education Hourly Rate.....                       | 118             |
| 11 | Adult Education Salary Schedule .....                  | 125             |
| 12 | Advisors, Extra Duty .....                             | 112-113         |
| 13 | Advisors, Professional Growth.....                     | 89              |
| 14 | Agenda .....   | 8-9             |
| 15 | Administrator Initiated Reassignment of Employees..... | 69              |
| 16 | Anniversary Increments .....                           | 101             |
| 17 | Appeal, Teaching Assignment Procedure.....             | 64              |
| 18 | Arbitration .....                                      | 74              |
| 19 | Assault and/or Battery .....                           | 71              |
| 20 | Assignment/Reassignment .....                          | 63-70           |
| 21 | Assignment, Appeal.....                                | 64              |
| 22 | Association Announcements .....                        | 10              |
| 23 | Association Building Representative.....               | 9-10            |
| 24 | Association Membership.....                            | 13              |
| 25 | Association Release Time .....                         | 10              |
| 26 | Association Rights .....                               | 8               |
| 27 | Athletic Activities, Supervision .....                 | 108             |
| 28 | Authorized Coordinator Positions .....                 | 112             |
| 29 | Authorized Sports Positions.....                       | 112-117         |
| 30 |  |                 |
| 31 | Bargaining .....                                       | 2               |
| 32 | Bargaining Unit Membership .....                       | 1               |
| 33 | Back to School.....                                    | 30, 35, 41, 126 |
| 34 | Beginning Teacher Salary .....                         | 122-123         |
| 35 | Bereavement .....                                      | 51-52           |
| 36 | Binding Arbitration, Grievance .....                   | 73              |
| 37 | Board of Education, Duties and Powers .....            | 6               |
| 38 | Board Policies.....                                    | 9, 28           |
| 39 | Breaks .....   | 31              |
| 40 | Bulletin Board .....                                   | 8               |
| 41 |  |                 |
| 42 | Calendar .....   | 40-41           |
| 43 | Case Load Ratio, Guidance Specialists.....             | 93              |
| 44 | Catastrophic Illness/Injury.....                       | 48              |
| 45 | Certificated Hourly Rate of Pay, Definition.....       | 3               |
| 46 | Child Rearing Leave .....                              | 44              |
| 47 | Chorus Positions.....                                  | 108             |
| 48 | CIF Post Season Play.....                              | 104             |
| 49 | Class Periods .....                                    | 31              |
| 50 | Class Size.....  | 15              |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024

|    |   |                      |
|----|---|----------------------|
| 1  | Class Supervision, Elementary .....                   | 108-109              |
| 2  | Coaches, Hiring .....                                 | 107-108              |
| 3  | Coaching Assignments, Co-educational Sports .....     | 116                  |
| 4  | Coaching Assignments, High School Boys' Sports .....  | 105-106, 114-115     |
| 5  | Coaching Assignments, High School Girls' Sports ..... | 106-107, 11-117      |
| 6  | Coaching, Release Period .....                        | 108, 122             |
| 7  | Collaboration Model .....                             | 3, 95                |
| 8  | Collection of Dues .....                              | 13                   |
| 9  | Combination Classes .....                             | 120-121              |
| 10 | Communication .....                                   | 8                    |
| 11 | Compensation (PSP) .....                              | 88                   |
| 12 | Compensatory Time, Guidance Specialists .....         | 93                   |
| 13 | Competitions, Academic .....                          | 121                  |
| 14 | Complaint .....                                       | 28                   |
| 15 | Complaint, Investigation .....                        | 28                   |
| 16 | Complaint, Timeline .....                             | 28                   |
| 17 | Completion of Bargaining .....                        | 2                    |
| 18 | Computer Lab Operator .....                           | 108                  |
| 19 | Concerted Activities .....                            | 7                    |
| 20 | Conference Period/Preparation Time .....              | 34                   |
| 21 | Coordinators, Authorized .....                        | 112                  |
| 22 | Co-teaching Model .....                               | 3, 95                |
| 23 | Course Work .....                                     | 101-103              |
| 24 | Credit for Writing Grants .....                       | 103                  |
| 25 | Cumulative Folder .....                               | 38, 39               |
| 26 |   |                      |
| 27 | Daily Rate, Definition .....                          | 3                    |
| 28 | Day, Definition .....                                 | 3                    |
| 29 | Definitions .....                                     | 3-5, 72, 84, 109-110 |
| 30 | Dental Care .....                                     | 98                   |
| 31 | Department Chairperson .....                          | 69-70                |
| 32 | Disability Related to Pregnancy .....                 | 46-50                |
| 33 | Discretionary Leave .....                             | 61-62, 127           |
| 34 | Discretionary Leave, Restrictions .....               | 54, 61-62            |
| 35 | Discrimination .....                                  | 11-12                |
| 36 | District Rights .....                                 | 6                    |
| 37 | Doctor's Release .....                                | 46-47, 56            |
| 38 | Doctor's Release, Industrial Accident Leave .....     | 56                   |
| 39 | Donated Hours .....                                   | 110                  |
| 40 | Donation of Sick Leave .....                          | 48-49                |
| 41 | Driver's Training .....                               | 108, 118             |
| 42 | Dues .....  | 13                   |
| 43 | Dues, Deductions .....                                | 13-14                |
| 44 | Duty .....  | 34-37, 40            |
| 45 | Duty Free Lunch .....                                 | 40                   |
| 46 |   |                      |
| 47 | Early Retirement .....                                | 78-79                |
| 48 | Early Retirement, Voluntary .....                     | 80-81                |
| 49 | Effective Date of Agreement .....                     | 1                    |
| 50 | Electronic District Resources .....                   | 11                   |



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |   |                    |
|----|---|--------------------|
| 1  | Elementary and Secondary School Writing .....             | 37                 |
| 2  | Elementary Chairs .....                                   | 119-120            |
| 3  | Elementary Chorus Positions .....                         | 108                |
| 4  | Elementary Class Supervision .....                        | 108-109            |
| 5  | Elementary Minimum Days .....                             | 34-35              |
| 6  | Elementary Grading-Progress Reports .....                 | 38                 |
| 7  | Elementary Student Cumulative Folder .....                | 38                 |
| 8  | Elementary Trimester .....                                | 38                 |
| 9  | Email .....   | 9, 11              |
| 10 | Employee, Definition .....                                | 3                  |
| 11 | Employee-Initiated Transfer .....                         | 5, 65-67           |
| 12 | Employee-Initiated Transfer, Definition .....             | 5                  |
| 13 | English Department, Release Time .....                    | 36                 |
| 14 | Equalization Time, Grades 4-6 .....                       | 65, 93             |
| 15 | Evaluation Forms .....                                    | 22, 29, Appendix C |
| 16 | Evaluation, Permanent Staff .....                         | 23-25              |
| 17 | Evaluation, Probationary Staff .....                      | 22-23              |
| 18 | Evaluation Procedure .....                                | 19-29              |
| 19 | Evaluation, Staff .....                                   | 23-25              |
| 20 | Evaluation, Timeline .....                                | 26-27              |
| 21 | Evaluator, Definition .....                               | 3                  |
| 22 | Exclusive Representation .....                            | 1                  |
| 23 | Experience Credit .....                                   | 100-101            |
| 24 | Extension of Leave, Industrial Accident .....             | 56                 |
| 25 | Extra Duty Advisors .....                                 | 112                |
| 26 | Extra Duty Pay .....                                      | 103-104, 111       |
| 27 | Extra Duty Pay, Payment for CIF Post Season Play .....    | 104                |
| 28 | Extra Duty Pay Schedule .....                             | 112-118            |
| 29 | Extra Duty Position Posting .....                         | 103                |
| 30 | Extra Duty Position, Authorized for Sports Programs ..... | 104-107            |
| 31 | Extra Duty Position, Voluntary Non-Paid .....             | 104                |
| 32 | Extra Fifth Assignment .....                              | 33, 34             |
| 33 | Extra Pay .....   | 108                |
| 34 |   |                    |
| 35 | Facilities, Special Education Teachers .....              | 92                 |
| 36 | Family Illness .....                                      | 50                 |
| 37 | Formal Complaint .....                                    | 28                 |
| 38 | Freedom, Academic and Personal .....                      | 11-12              |
| 39 | Freedom to Leave School .....                             | 30                 |
| 40 | Full Inclusion Assignment .....                           | 94                 |
| 41 | Full Inclusion Notification .....                         | 94                 |
| 42 | Furnishing of Information .....                           | 8                  |
| 43 |   |                    |
| 44 | Goal Setting .....  | 35                 |
| 45 | Grading Reports .....                                     | 38                 |
| 46 | Graduate Semester Units .....                             | 101, 103           |
| 47 | Grant Writing Credit .....                                | 103                |
| 48 | Grievance, Definition .....                               | 3, 72              |
| 49 | Grievance Procedure .....                                 | 27-28, 72-77       |
| 50 | Guidance Specialist(s) .....                              | 92-93              |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |  |                  |
|----|--|------------------|
| 1  |  |                  |
| 2  | Health Benefits for Retirees .....               | 81-82            |
| 3  | Health Leave .....                               | 44               |
| 4  | Health Services .....                            | 16-17            |
| 5  | High School Boys' Sports .....                   | 105-106, 115-116 |
| 6  | High School Co-educational Sports .....          | 107, 116         |
| 7  | High School Coordinators .....                   | 107              |
| 8  | High School Girls' Sports .....                  | 106-107, 116-117 |
| 9  | Hiring, Coaches .....                            | 107-108          |
| 10 | Hold Harmless .....                              | 14               |
| 11 | Home Teaching Assignment .....                   | 109, 118, 119    |
| 12 | Hourly Rate of Pay, Definition .....             | 3                |
| 13 | Hours .....                                      | 30-41            |
| 14 |  |                  |
| 15 | IEP Notification .....                           | 36               |
| 16 | Ill Family Member, Sick Leave .....              | 50-51            |
| 17 | Immediate Family, Definition .....               | 3-4              |
| 18 | Immediate Supervisor .....                       | 72               |
| 19 | Immediate Supervisor, Definition .....           | 3, 72            |
| 20 | Individual Rights .....                          | 11-12            |
| 21 | Informal Grievance Conference .....              | 72               |
| 22 | Industrial Accident Leave .....                  | 55-56            |
| 23 | Injury on the Job .....                          | 55-56            |
| 24 | Inservice Credits .....                          | 102-103          |
| 25 | Instructional Days, Number .....                 | 37               |
| 26 | Instructional Minutes Per Day .....              | 31               |
| 27 | Instructional Time .....                         | 31               |
| 28 | Instructional Time, Definition .....             | 4                |
| 29 | Instrumental and General Music 4-6 .....         | 93-94            |
| 30 | Insurance .....                                  | 96-99            |
| 31 | Insurance, Paid Leave .....                      | 99               |
| 32 | Insurance Payment .....                          | 96-98            |
| 33 | Insurance Program Coverage .....                 | 96               |
| 34 | Insurance, Unpaid Leave .....                    | 99               |
| 35 | Involuntary Transfer .....                       | 68               |
| 36 | Itinerant Teacher Travel Time .....              | 31               |
| 37 |  |                  |
| 38 | Job Related Injury .....                         | 55-56            |
| 39 | Jury Duty Leave .....                            | 52-53            |
| 40 | Jury Duty Postponement .....                     | 52-53            |
| 41 |  |                  |
| 42 | Leave, Adoption .....                            | 55               |
| 43 | Leave, Bereavement .....                         | 51-52            |
| 44 | Leave, Child Rearing .....                       | 44               |
| 45 | Leave, Discretionary .....                       | 61-62            |
| 46 | Leave, Donation of Sick Leave .....              | 48-50            |
| 47 | Leave, Family and Domestic Partner Illness ..... | 50               |
| 48 | Leave, General Provisions .....                  | 42               |
| 49 | Leave, Health .....                              | 44               |
| 50 | Leave, Industrial Accident/Illness .....         | 55-56            |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |   |              |
|----|---|--------------|
| 1  | Leave, Jury Duty.....                                     | 52-53        |
| 2  | Leave, Legislative.....                                   | 44           |
| 3  | Leave, Maternity With Pay.....                            | 50           |
| 4  | Leave, Maternity Without Pay.....                         | 43-44        |
| 5  | Leave, Military.....                                      | 43           |
| 6  | Leave, Other.....   | 45           |
| 7  | Leave, Paternity/Maternity.....                           | 50           |
| 8  | Leave, Peace Corps Service.....                           | 43           |
| 9  | Leave, Personal.....                                      | 45, 54       |
| 10 | Leave, Personal Necessity.....                            | 53-54        |
| 11 | Leave, Professional Activities.....                       | 44           |
| 12 | Leave, Professional Growth.....                           | 43           |
| 13 | Leave, Sabbatical.....                                    | 57-60        |
| 14 | Leave, Sick.....  | 42, 46-48    |
| 15 | Leave, Study.....   | 44-45        |
| 16 | Leave, Subpoena.....                                      | 52           |
| 17 | Leave, TB.....  | 45           |
| 18 | Leave of Absence.....                                     | 42-46, 50-60 |
| 19 | Leave of Absence With Pay.....                            | 45-62        |
| 20 | Leave of Absence Without Pay.....                         | 42-45        |
| 21 | Leave With Pay, Insurance.....                            | 99           |
| 22 | Leave With Pay, Return.....                               | 56           |
| 23 | Leave Without Pay, Insurance.....                         | 99           |
| 24 | Length of Agreement.....                                  | 1            |
| 25 | Librarians.....   | 17           |
| 26 | Librarians, Duties.....                                   | 17           |
| 27 | Librarian Schedule.....                                   | 17           |
| 28 | Life Insurance.....                                       | 81, 98-99    |
| 29 |   |              |
| 30 | Mail Boxes.....   | 8            |
| 31 | Mainstreaming Special Education Students, class size..... | 15           |
| 32 | Management Rights.....                                    | 6-7          |
| 33 | Marital Status.....                                       | 12           |
| 34 | Maternity Leave Without Pay.....                          | 43-44        |
| 35 | Maternity Sick Leave.....                                 | 50           |
| 36 | Medically Unable to Work.....                             | 48           |
| 37 | Meetings.....   | 40           |
| 38 | Members of Bargaining Unit.....                           | 1            |
| 39 | Mid-Year Salary Increases.....                            | 110-111      |
| 40 | Military Leave.....                                       | 43           |
| 41 | Minimum Days.....   | 34-36        |
| 42 | Minimum Days, Definition.....                             | 4            |
| 43 | Minimum Teacher Salary.....                               | 123          |
| 44 | Miscarriage.....  | 43-44, 50    |
| 45 | Modifying the Agreement.....                              | 1            |
| 46 | Multiple Grievance Filings.....                           | 75           |
| 47 |   |              |
| 48 | Negotiations.....   | 11           |
| 49 | Net Hours, Definitions.....                               | 110          |
| 50 | Night Activities.....                                     | 34-35        |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
 AGREEMENT WITH SVEA, 2023-2024

|    |  |                   |
|----|--|-------------------|
| 1  | Night Activities, Guidance Specialists .....           | 93                |
| 2  | Non-Confidential Information .....                     | 8                 |
| 3  | Non-Instructional Supervision .....                    | 17, 30-31         |
| 4  | Non-Work Days .....                                    | 41                |
| 5  | No-Strike Clause .....                                 | 6-7               |
| 6  | Nurse(s), Duties .....                                 | 16-17             |
| 7  |  |                   |
| 8  | One-Fifth Teacher .....                                | 15                |
| 9  | Organizational Security .....                          | 13-14             |
| 10 | Outdoor Education Program .....                        | 109               |
| 11 |  |                   |
| 12 | Paid Hours, Definition .....                           | 109-110           |
| 13 | Parent Conferences .....                               | 34-35, 38, 54, 62 |
| 14 | Partial Assignments, Grade 7-12 .....                  | 129               |
| 15 | Parties to the Agreement .....                         | 1                 |
| 16 | Partnership Teaching Assignment .....                  | 126, 128-129      |
| 17 | Partnership Teaching Assignment, Not Renewed .....     | 128               |
| 18 | Partnership Teaching, Experience Credit .....          | 127               |
| 19 | Partnership Teaching, Proposal Deadline .....          | 128               |
| 20 | Partnership Teaching, Sick Leave .....                 | 127               |
| 21 | Paternity/Maternity Leave .....                        | 50                |
| 22 | Peace Corps Leave .....                                | 43                |
| 23 | Peace Corps Service .....                              | 43                |
| 24 | Per Diem Rate, Definition .....                        | 3                 |
| 25 | Period Substitute .....                                | 34, 108, 118      |
| 26 | Personal and Academic Freedom .....                    | 11-12             |
| 27 | Personal Illness .....                                 | 46-48             |
| 28 | Personal Leave .....                                   | 45, 54, 61        |
| 29 | Personal Leave, Prohibitions .....                     | 54                |
| 30 | Personal Necessity Leave .....                         | 53-54             |
| 31 | Personal Property on Site .....                        | 71                |
| 32 | Personnel File, Definition .....                       | 4                 |
| 33 | Plan C .....   | 80-81             |
| 34 | Posting Notices .....                                  | 8                 |
| 35 | Primary Contact Staff, Definition .....                | 4                 |
| 36 | Primary Salary Factor .....                            | 123               |
| 37 | Primary Salary Schedule .....                          | 123-124           |
| 38 | Private Life of Employee .....                         | 11                |
| 39 | Probationary Employee .....                            | 1                 |
| 40 | Professional Activities .....                          | 44                |
| 41 | Professional Growth, General Provisions .....          | 89                |
| 42 | Professional Growth, Activities .....                  | 89-90             |
| 43 | Professional Growth, Advisors .....                    | 89                |
| 44 | Professional Growth Committee .....                    | 100, 102-103      |
| 45 | Professional Growth Committee, Sabbatical Leaves ..... | 57                |
| 46 | Professional Growth Credential .....                   | 89                |
| 47 | Professional Growth Leave .....                        | 43                |
| 48 | Professional Growth Procedure .....                    | 90-91             |
| 49 | Professional Growth Stipend .....                      | 89                |
| 50 | Professional Support Program (PSP) .....               | 84-88             |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |   |                       |
|----|---|-----------------------|
| 1  | Progress Reports.....   | 38-39                 |
| 2  | Progress Reports, Elementary.....   | 38                    |
| 3  | Progress Reports, Grades 7-12.....  | 39                    |
| 4  | Prohibitions; Strike, Work Stoppage, Slowdown, Picketing, Performance of Job, |                       |
| 5  | Interference.....   | 6-7                   |
| 6  | PSP, Application and Selection of Mentor.....                                 | 86-87                 |
| 7  | PSP, Assignment of Mentor.....  | 87                    |
| 8  | PSP, Compensation.....  | 88                    |
| 9  | PSP, Definition.....  | 84                    |
| 10 | PSP, Program.....   | 84-86                 |
| 11 | PSP, Qualifications of Mentor.....  | 86                    |
| 12 | Psychologists.....  | 1                     |
| 13 | Public Charges.....   | 28                    |
| 14 | Purposeful Travel.....  | 103                   |
| 15 |   |                       |
| 16 | Ratio, Guidance.....  | 93                    |
| 17 | Reassignment.....   | 63-70                 |
| 18 | Reassignment, Appeal.....   | 64                    |
| 19 | Reassignment, Definition.....   | 4                     |
| 20 | Recognition Agreement.....  | 1                     |
| 21 | Reduced Teaching.....   | 78-83                 |
| 22 | Reduced Teaching/Early Retirement.....  | 80                    |
| 23 | Referred Participating Teacher (PSP).....                                     | 84-88                 |
| 24 | Referred Participating Teacher, Definition (PSP).....                         | 84                    |
| 25 | Reinstatement Following Sabbatical.....                                       | 59                    |
| 26 | Reinstatement from Leave.....   | 42, 45-46             |
| 27 | Release Day, Special Education Teachers.....                                  | 17-18                 |
| 28 | Release Period, Coaches.....  | 108, 122              |
| 29 | Release Time.....   | 9, 10, 35, 71, 76, 94 |
| 30 | Release Time, Definition.....   | 4                     |
| 31 | Release Time, English Department.....   | 36                    |
| 32 | Release Time, K-6 Teachers.....   | 35                    |
| 33 | Religious Objections.....   | 11                    |
| 34 | Remuneration for Appropriate Units.....                                       | 102                   |
| 35 | Report Cards.....   | 38-39                 |
| 36 | Representative Council.....   | 10                    |
| 37 | Representative, Definition.....   | 4                     |
| 38 | Representative, Professional Growth Committee.....                            | 103                   |
| 39 | Reprisal.....   | 8, 76-77              |
| 40 | Request for Sick Leave Donations.....   | 48-49                 |
| 41 | Required Hours, Definition.....   | 110                   |
| 42 | Retirement.....   | 78-83                 |
| 43 | Retirement Credit.....  | 79                    |
| 44 | Retirement Insurance Benefits.....  | 78-83                 |
| 45 | Rights of Employees.....  | 13                    |
| 46 | Rodda Act.....  | 8                     |
| 47 | Sabbatical Leave.....   | 57-60                 |
| 48 | Sabbatical Leave Remuneration.....  | 59                    |
| 49 | Safety.....   | 71                    |
| 50 | Salary, Beginning Teacher.....  | 122-123               |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

|    |   |                              |
|----|---|------------------------------|
| 1  | Salary and Economic Benefits .....                                    | 100-125                      |
| 2  | Salary Schedule, Primary .....  | 123-124                      |
| 3  | Salary, Verification.....   | 102                          |
| 4  | Salary While on Sabbatical Leave .....                                | 60                           |
| 5  | Savings.....  | 2                            |
| 6  | School Closure .....  | 68                           |
| 7  | School Year Calendar.....   | 40-41                        |
| 8  | Science Lab Coordinator .....   | 37                           |
| 9  | Scope of Agreement .....  | 2                            |
| 10 | Scope of Representation .....   | 1                            |
| 11 | Secondary, Definition.....  | 4                            |
| 12 | Secondary and Elementary School Writing .....                         | 37                           |
| 13 | Secondary Chairs .....  | 119-120                      |
| 14 | Secondary Grading/Progress Report.....                                | 39                           |
| 15 | Secondary School English .....  | 36                           |
| 16 | Selection Committee.....  | 84, 87                       |
| 17 | Semester Units .....  | 101-102                      |
| 18 | Seniority List .....  | 11                           |
| 19 | Seniority of an Employee, Definition .....                            | 4                            |
| 20 | Showcase .....  | 30, 35, 126                  |
| 21 | Sick Leave .....  | 42, 46-51, 54, 102, 109, 127 |
| 22 | Sick Leave, Donation .....  | 48-50                        |
| 23 | Sick Leave, Ill Family Member.....                                    | 50-51                        |
| 24 | Sick Leave, Maternity .....   | 50                           |
| 25 | Sick Leave, Notification .....  | 46                           |
| 26 | Special Education Assignments .....                                   | 17-18, 92                    |
| 27 | Special Teaching Situations .....                                     | 92-95                        |
| 28 | Speech and Language Specialists .....                                 | 1                            |
| 29 | Sports, High School Boys' .....                                       | 105-106, 114-115             |
| 30 | Sports, High School Co-educational.....                               | 107, 116                     |
| 31 | Sports, High School Girls' .....                                      | 106-107, 116-117             |
| 32 | Sports Program.....   | 104-107                      |
| 33 | Staff Development.....  | 36, 38, 90                   |
| 34 | Staffing New Schools.....   | 69                           |
| 35 | Staffing Ratio, Employees Not Considered.....                         | 15-16                        |
| 36 | Staffing Ratio, Guidance Specialists.....                             | 93                           |
| 37 | State Teachers Retirement System (STRS) .....                         | 42, 62                       |
| 38 | Stipend, Coaching at a Different Site.....                            | 122                          |
| 39 | Stipend, Coaching Two or More Teams .....                             | 122                          |
| 40 | Stipend, Combination Classes.....                                     | 121-122                      |
| 41 | Stipend, Elementary and Secondary Chairs .....                        | 119-120                      |
| 42 | Stipend, Secondary Chair, Esperanza, Silverado,, Virtual Academy..... | 120                          |
| 43 | Stipend, Four Academic Preps (Secondary).....                         | 122                          |
| 44 | Stipend, Five Academic Preps (Secondary) .....                        | 122                          |
| 45 | Stipend, PSP Mentor .....   | 88                           |
| 46 | Stipend, Outdoor Education Program .....                              | 109                          |
| 47 | Stipend, Professional Growth .....                                    | 89                           |
| 48 | Stipend, SIP Coordinator .....  | 119                          |
| 49 | STRS Credit .....   | 42, 62, 78                   |
| 50 | Student Contact Free Period .....                                     | 17                           |

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AGREEMENT WITH SVEA, 2023-2024

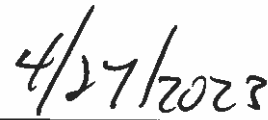
|    |   |               |
|----|---|---------------|
| 1  | Student Supervisory Responsibilities.....               | 39-40         |
| 2  | Student Writing .....                                   | 36-37         |
| 3  | Study Leave.....  | 44-45         |
| 4  | Subpoena Leave.....                                     | 52            |
| 5  | Summer School .....                                     | 52, 92        |
| 6  | Summer School, Assignments.....                         | 92            |
| 7  | Summer School, Remuneration.....                        | 92            |
| 8  | Support of the Agreement.....                           | 7             |
| 9  |   |               |
| 10 | Tax Sheltered Annuities.....                            | 98            |
| 11 | TB Leave .....  | 45            |
| 12 | Term .....  | 1             |
| 13 | Terminating the Agreement .....                         | 1             |
| 14 | Termination of Insurance Benefits .....                 | 98-99         |
| 15 | Terms of Agreement.....                                 | 2             |
| 16 | Transfer .....  | 5, 12, 63-70  |
| 17 | Transfer After First Day of Student Contact Pay.....    | 70            |
| 18 | Transfer, Administrator-Initiated .....                 | 67-68         |
| 19 | Transfer, Definition .....                              | 5             |
| 20 | Transfer, Due to Surplus.....                           | 68-69         |
| 21 | Transfer, Employee-Initiated.....                       | 65-67         |
| 22 | Travel, Purposeful.....                                 | 103           |
| 23 | Trimester .....   | 31, 33, 35-39 |
| 24 |   |               |
| 25 | Unable to Work.....                                     | 48-49         |
| 26 | Units .....   | 101-103       |
| 27 | Units, Grant Writing .....                              | 103           |
| 28 | Unpaid Leave of Absence.....                            | 45, 56, 99    |
| 29 |   |               |
| 30 | Verification of Salary.....                             | 102           |
| 31 | Vision Care Plan .....                                  | 98            |
| 32 | Voluntary Early Retirement.....                         | 80-81         |
| 33 | Voluntary Non-Paid Positions .....                      | 104           |
| 34 | Voluntary Transfer, Denial .....                        | 66-67         |
| 35 |   |               |
| 36 | Work Day.....   | 31-36         |
| 37 | Work Week .....   | 30            |
| 38 | Work Year.....  | 37-38         |
| 39 | Worker's Compensation .....                             | 55-56         |
| 40 | Writing Grants.....                                     | 103           |
| 41 | Writing Recommendations to Accredited Institution ..... | 108           |
| 42 | Writing Release Time .....                              | 37            |
| 43 |   |               |
| 44 | Years of Experience .....                               | 100           |

**MEMORANDUM OF UNDERSTANDING**  
**SADDLEBACK VALLEY EDUCATORS ASSOCIATION**  
**AND**  
**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**  
**April 26, 2023**

When an employee is required to pack and unpack their classroom for the purpose of campus modernization, the employee shall be compensated by one (1) day, paid at a stipend equivalent to the **impact substitute daily rate of pay**, for the purpose of packing and unpacking their classroom. For the return to their classroom, the same provisions shall apply.



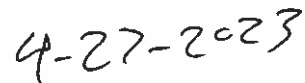
Frank Werner  
Saddleback Valley Educators Association



Date



Dr. Darvin Jackson  
Saddleback Valley Unified School District



Date



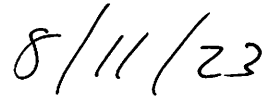
**MEMORANDUM OF UNDERSTANDING  
SADDLEBACK VALLEY EDUCATORS ASSOCIATION  
AND  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

**August 11, 2023**

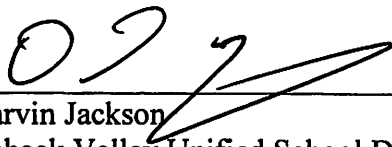
When an employee is required to unpack their classroom at Robinson Elementary School and Foothill Ranch Elementary School for the purpose of campus modernization, the employee shall be compensated by two (2) days, paid at a stipend equivalent to the **impact substitute daily rate of pay**, for the purpose of unpacking their classroom.



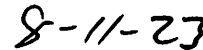
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Frank Werner  
Saddleback Valley Educators Association



\_\_\_\_\_  
Date



\_\_\_\_\_  
Dr. Darwin Jackson  
Saddleback Valley Unified School District



\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
SADDLEBACK VALLEY EDUCATORS ASSOCIATION AND  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

August 10, 2023

This Memorandum of Understanding (the MOU) is agreed between Saddleback-Valley Unified School District ("District") and the Saddleback Valley Educators Association ("SVEA"), collectively referred to as the "Parties" concerning a change to the work calendar for SVEA members under the California Public Employee Retirement System, (CalPERS), and others that may be identified.

**RECITALS**

- A. **WHEREAS**, the negotiated work year for SVEA members consists of a total of 184 workdays, with 180 of those days consisting of instructional days, one day for teacher orientation, and three days for staff development; and
- B. **WHEREAS**, SVUSD has approved a calendar for the 2023-2024 school year with staff development days designated on August 10, 2023; November 1, 2023; and January 29, 2024; and
- C. **WHEREAS**, the 2023-2024 school year calendar currently does not contain a workday for SVEA members who work a 10-month contract in June 2024; and
- D. **WHEREAS**, SVEA members, in addition to others that may be identified, are members of the California Public Employees' Retirement System ("CalPERS"). (Current SVEA members are identified in **Exhibit 1** to this MOU and incorporated herein by this reference) and CalPERS has represented to the District such members' service credit would be negatively impacted if the members do not have a workday in the month of June 2024; and
- E. **WHEREAS**, the Parties wish to ensure SVEA members' and others that may be identified retirement benefits are not negatively impacted while maintaining such employees' negotiated number of work days.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. For the SVEA members identified in **Exhibit 1**, and others that may be identified, June 3, 2024 will be added as a workday and included in such members' 184 workday requirement as a professional development day.
- 2. The SVEA members identified in **Exhibit 1** and others that may be identified, may but are not required, to attend one of the following: the November 1, 2023 or January 29, 2024 professional development day. If they attend the optional professional development day, this day shall not count toward meeting the 184-workday minimum.

3. This MOU is non-precedential, is unique to the facts and circumstances, and applies only to the terms specifically agreed to herein. Nothing in this MOU shall be construed to waive, modify, or amend any provision of the collective-bargaining agreement except as provided herein.
4. Disagreements arising from the enforcement of this MOU shall be resolved in accordance with the grievance procedure set forth under the collective bargaining agreement between the District and SVEA.
5. The Parties agree that no representation is made regarding the creditability of the day of service provided for under this MOU.

This MOU shall remain in effect through the 2023-2024 school year unless otherwise agreed by the parties.

FOR THE DISTRICT:

Dated: 8/9/2023 2 D W

FOR SVEA:

Dated: 8-9-23 QZ


**TENTATIVE AGREEMENT**  
**SADDLEBACK VALLEY EDUCATORS ASSOCIATION**  
**AND**  
**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**  
**August 30, 2023**

**ARTICLE VIII: HOURS**

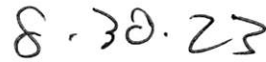
**Section 9. Minimum Days**

**A. Elementary Minimum Days for Parent Conferences 10 Days**

1. On minimum days designated for parent conferences and provided at least fifteen (15) conferences are scheduled, elementary teachers of grades K-6 may choose between two (2) options:
  - a. Be assigned a full- time substitute teacher for two (2) of the ten (10) minimum days to enable the teacher to have two (2) full days for parent conferences, one (1) in the fall and one (1) in the Spring inclusive of the ten (10) minimum days for parent conferences or
  - b. Receive six (6) hours, four (4) in the fall and two (2) in the spring at the certificated rate of pay for the conferences beginning no earlier than one hour after the conclusion of a site's regular instructional day.
  - c. No more than two (2) of these hours, one (1) in the Fall and one (1) in the Spring, will be paid for conferences held before the beginning of the teacher's instructional day.
2. Elementary conferences will be held in person or may be held virtually by mutual agreement between the teacher and the parent/guardian.



**Frank Werner**  
**Saddleback Valley Educators Association**



**Date**



**Dr. Darvin Jackson**  
**Saddleback Valley Unified School District**



**Date**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SADDLEBACK VALLEY EDUCATORS ASSOCIATION AND  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
SEPTEMBER 11, 2023**

For the 2023-24 Fall parent conferences the parties agree to the following:

1. Elementary conferences will be held in person or may be held virtually by mutual agreement between the teacher and the parent/guardian.

For reference:

Article VIII- Hours

Section F- Work Day

Number 9- Minimum Days

Letter- a) - Elementary Minimum Days for Parent  
Conferences:

Items (1) & (2)



Frank Werner  
Saddleback Valley Educators Association



Date



Dr. Darvin Jackson  
Saddleback Valley Unified School District



Date

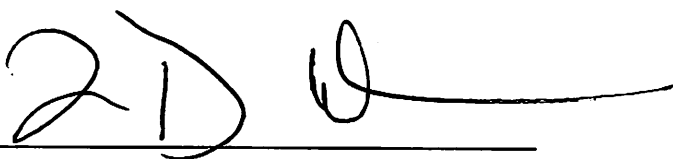
**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT  
AND  
SADDLEBACK VALLEY EDUCATORS ASSOCIATION**

**Mental Health Counselors – Stipend for Clinical Supervision**

**November 29, 2023**


Mental Health Counselors (MHCs) who have agreed to provide clinical supervision to an employee of the Saddleback Valley Unified School District that is pursuing state licensure as a Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW) or Licensed Professional Clinical Counselor (LPCC) will receive a \$3,000 stipend for one year of supervision. Mental Health Counselors providing clinical supervision will need to meet the Supervisor Training Requirements for LMFTs, LCSWs, and LPCCs.

This MOU will sunset on June 30, ~~2023~~ 2024 and will none precedent setting.

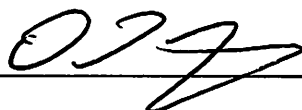


Frank Werner

Saddleback Valley Educators Association

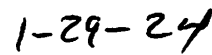


Date



Dr. Darvin Jackson

Saddleback Valley Unified School District



Date


**MEMORANDUM OF UNDERSTANDING**  
**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**  
**AND**  
**SADDLEBACK VALLEY EDUCATORS ASSOCIATION**  
**February 2, 2024**

For the 2023-2024 school year, unit members who were previously represented by SVPSA, and as of the October 17, 2023 unit modification between SVEA and SVPSA are now members of SVEA, shall maintain all provisions of their current agreement with SVUSD that apply specifically to their assignments as reflected by the 2021-2022 SVSPA contract. For all matters not specific to the SVPSA contract, the SVEA provisions shall remain in full effect. In the event of a situation in which neither contract would be applicable, the parties agree to meet to resolve said issue within 5 business days of the issue coming to either parties attention.

AGREED:

  
\_\_\_\_\_  
SADDLEBACK VALLEY EDUCATORS ASSOCIATION

2-2-24  
Date

  
\_\_\_\_\_  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

2/2/24  
Date