



Know Your Contract Meeting

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How to access the contract online

The contract is available online on the SDTA website (<http://mysdsta.org>). You can also find it on the district's website, under "About Us" > "Human Resources & Student Services" > "Human Resources" > "Certificated". This is currently the 2014-16 version of the contract as we are still in negotiations for the current year's contract. You can also find job descriptions here.

Right to Representation

If you are called into a meeting with an administrator and there is the potential that the meeting could result in disciplinary action, the administrator must advise you of your right to union representation.

If you are in a meeting and become uncomfortable with the discussion, ask for the meeting to be postponed until you can have a union representative join you.

Section 3 – Record Keeping

3.1 Personnel records shall be kept in compliance with Board Policy 4112.6.

3.1.1 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and respond. An employee shall have the right to have his own comments attached to any derogatory statement to be included in the file.

3.1.2 Every employee shall have the right to inspect his/her personnel file upon request, provided that reasonable notice is given and that the request is made for a time when the person is not actually required to render services to the employing district.

3.2 Unit members meeting with administrators shall be notified before the meeting of the meeting's purpose. Administrators will provide unit members with notice of the right to Association representation if the meeting is investigatory in nature or may lead to an adverse personnel action. In addition, during any meeting without an Association representative, if it becomes apparent that the meeting could result in an adverse personnel action, the administrator shall offer to end the meeting and reschedule it when Association representation is available.

3.3 Administrators receiving complaints about bargaining unit members shall notify unit members of such complaints in a timely manner. Complaints not given to unit members in a timely manner will not be used for disciplinary purposes later.

Duty of Fair Representation

1. The Association's duty of fair representation extends to the following areas:
 - The duty to represent all bargaining unit members
 - The duty to negotiate on behalf of all bargaining unit members and consider input from those who are not members of the Association
 - The duty to be familiar with the contract
 - The duty to advise bargaining unit members of their legal rights in the context of the contract
 - The duty to process grievances in a non-arbitrary, non-discriminatory and good faith manner
 - The duty to investigate all grievances
 - The duty to satisfy contractual time limits
 - The duty to notify a grievant of Association decisions with respect to the grievance
 - The duty to present a good arbitration case
 - The duty to allow a grievant to have legal counsel present at arbitration proceedings
2. The SDTA represents unit members in both grievances and non-grievance related meetings where the employee has a right to representation or where management agrees to permit representation. This includes, but is not limited to the following circumstances:
 - **A conference is scheduled with management and there is reason to believe that it involves negative job performance, reprimand, or disciplinary action.**
 - **A conference is scheduled with management to discuss an unsatisfactory rating on an employee's final evaluation.**
 - **A conference is scheduled with management to resolve a complaint brought by someone other than the employee's designated evaluator.**
 - **A grievance is filed and a meeting is convened for the purpose of seeking a remedy. The grievant has the right to representation at every step of the grievance process, including the informal conference.**
 - **An employee always has the right to halt any conference already in progress with management if the conference becomes disciplinary in nature, and may demand postponement for a reasonable amount of time to obtain representation.**

3. Guidelines for dealing with difficult situations that pose a threatening outcome:
 - Write down immediately everything that happened -- a narrative including time date, location, names of those involved, witnesses, and actual words spoken.
 - Seek the advice of an Association representative early on -- do not "wait and see" what happens
 - Keep copies of all correspondence and papers relating to the situation.
 - Do not be insubordinate unless abiding by a directive would violate the law. If the directives of management seem problematic, this can always be addressed / remedied at a subsequent meeting. Defying an administrator's directive only compounds the problems at hand.
 - Do not make spontaneous responses to charges brought against you.
 - Do not appear at any accusatory hearing (including meeting with an administrator) unless accompanied by a representative.
 - Do not attempt to defend yourself alone.
 - Do not accept an "opportunity to resign."
 - Do not agree to any proposals, whether orally or in writing.
 - Do not submit any written statement to an administrator or district official.

4. Guidelines for members and reps in meetings with management:
 - Avoid arguments among Association members in the presence of management
 - Keep to the point.
 - Don't hesitate to caucus if needed.
 - Get the main point of management's argument.
 - Avoid getting excited.
 - Treat the management representatives as you would like to be treated.
 - Avoid unnecessary delays.
 - For grievances, settle at the lowest possible level.
 - Avoid bluffing.
 - Maintain your position until proven wrong.
 - Once an acceptable remedy is reached, stop talking!

Know Your Paycheck

There have been numerous questions regarding paychecks recently. Here is a key to some of the “codes” that you may see on your regular paycheck.

NML OT1	<u>Earnings</u> Normal Salary Overtime - hourly rate reported on a timesheet, stipends
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FEDERAL TAX STATE TAX MEDICARE STRS NTX CALIFORNIA TEACHE	<u>Deductions</u> Federal withholding State withholding Employee contribution Pre-tax contribution (8%) Union dues (local, CTA, NEA)
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ADDL FIT/ADDL SIT DNP FIDELITY INVESTMENTS AMERICAN FIDELITY THE STANDARD AFLAC	Voluntary additional tax (US/CA) Deferred Net Pay (12 mo. only) Voluntary pre-tax 403(b) Voluntary IRC Section 125 Voluntary additional insurance Voluntary additional insurance
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MEDICARE WORKERS COMP SUI STRS DELTA DENTAL VISION SERVICE PL HORIZON HEALTH EA KAISER CALPERS	<u>Employer Contributions</u> Employer contribution Employer contribution State Unemployment Insurance Employer contribution (8.25%) District fully paid dental insurance District fully paid vision insurance Employee Assistance Plan – counseling assistance District fully paid health insurance
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You may see additional deductions for voluntary pre-tax investments, additional insurance, and/or your particular health benefits package. For example, the district covers HMO costs, dental costs, and vision costs for ALL employees and their families, but if you have opted for a PPO health plan, you will see deductions in addition to the employer contributions.

We hope this brief explanation serves as a reminder to ALWAYS review your pay warrant to be sure you are being compensated correctly.

Evaluation Procedures: Article VIII

- All certificated employees who are set to be evaluated will be notified of that fact and who their evaluator is within thirty days of the first day of work (by September 13, 2017).
- The principal has the discretion to “skip” a permanent member’s evaluation. Members will be notified within thirty days of the first day of work if they are to be skipped (by September 13, 2017). This means that the member would not be evaluated again for two more years.
- Unit members have the right to one change in the designated evaluator, but must request this change in writing **prior to the pre-evaluation conference**. No reason needs to be given.
- Unit members meeting two of the three designated standards on their two most recent formal conference evaluations as a permanent employee may request to complete a Self Assessment at their discretion provided that they meet the requirement of having been on formal conference evaluation at least once within a six year period. **If a member is eligible for self-assessment, they should alert their evaluator that that is their preference prior to the pre-evaluation conference.** The principal may deny self-assessment requests and any denial may be appealed to the Asst. Supt. of HR.
- The pre-evaluation conference should be conducted by October 3rd for unit members on Formal Conference or by October 13th for those on Self Assessment.
- Every effort should be made for the unit member and the evaluator to reach agreement on the three designated standards. In the event that agreement cannot be reached, the unit member designates one standard and the evaluator designates the other two standards.
- Assessment methods may include: classroom observations, examples of student work, review of teacher-developed lessons and work products, and information relating to teacher implementation of board adopted content standards and standards of student progress adopted by the board. **The member and evaluator should mutually agree upon what specific methods will be used at the initial pre-evaluation conference. (Note: No client input is required by contract for the evaluation.)**
- The evaluator should conduct classroom observations on three occasions **or for two full block periods**. One observation should be for the entire period and all other observations should be for at least 45 minutes and, under no circumstances, less than 30 minutes.
- By mutual agreement of the evaluator and the teacher, a third required observation may be waived if the evaluator determines that all three designated standards have been met.

- Observations must be scheduled with at least three days advance notice or, with less than three days notice, by mutual consent.
- A pre-observation conference is not required but is **highly recommended by SDTA**. This conference gives you an opportunity to preview for your evaluator what he or she will see in the lesson to be observed and for you to highlight ways in which you feel you are demonstrating the CSTPs you are working on. It also is an opportunity for you to show evidence of some of the key elements that are difficult to observe in the classroom, thus possibly enabling the evaluator to mark those elements as “met” in this observation sequence.
- The teacher must complete an Observation Planning Form at least one day prior to each observation or, by mutual consent, less than one day prior to an observation. **Some evaluators do not require this form if you submit a detailed lesson plan – be sure you know what your evaluator expects you to submit.**
- For an observation canceled by the evaluator, the teacher may waive the requirement to submit an Observation Planning Form, but in doing so agrees to participate in a pre-observation conference.
- **All observations are to be followed with written feedback from the evaluator within ten days of the observation.**
- All unit members should receive a copy of the final evaluation no later than 30 days prior to the end of the school year. **(May 9, 2018)**
- Members doing Self Assessment must turn in their Self Assessment Final Report form at least 45 days prior to the end of the school year **(April 24, 2018)** and it must be **returned by the evaluator within 14 days of receipt.**
- Members on Self Assessment have 7 days to respond to any comments made by their evaluator on the Self Assessment Final Report
- **There should be nothing in a member’s final evaluation that has not been discussed at previous evaluation conferences.** If something is in the final, written evaluation that you have not discussed, do not sign the evaluation. Ask the evaluator to remove that portion of the evaluation that was not discussed before you sign.

Please be aware of the timelines below and, should you have concerns that procedures are not being followed, feel free to consult with one of your SDTA site reps.

Date	Formal Conference Evaluation Timeline
By September 13	Notification of who is to be evaluated, assigned evaluator, and site meeting to explain evaluation procedures Notification to members whose evaluations are being “skipped”
By October 3	Pre-evaluation conference with evaluator
Throughout the year	Pre-observation forms completed 3 days prior to visit
	Formal Classroom Observations
	Post-observation meeting completed within 10 days after observation
By May 9	Final Evaluation document must be given to evaluatee
10 days later	Member may submit a formal response to the final evaluation to be included in their personnel file

Date	Self Assessment Evaluation Timeline
By September 13	Notification of who is to be evaluated, assigned evaluator, and site meeting to explain evaluation procedures Notification to members whose evaluations are being “skipped”
By October 13	Pre-evaluation conference with evaluator
Throughout the year	Member conducts evaluation activities as laid out in pre-evaluation conference
By April 24	Self Assessment Final Report must be submitted to your evaluator
14 Days later	Evaluator must return Self Assessment Final Report
7 days later	Member can make any response to evaluator’s comments on the Self Assessment Final Report

Leaves: Article VII

Sick Leave is granted at a rate of 1 full day per month a full-time employee works. Therefore, a full-time employee earns 10 days of sick leave per year. All amounts of leave are issued on a pro-rata basis for part-time employees (for example, if a full-time employee earns 10 days of sick leave per year, a teacher on 4/5 assignment earns 8 days, etc.) **This leave is accumulated year-to-year and can be carried with you to other districts within California. If you have not used all your leave at the time you retire with STRS, it will be converted into service credit to increase your retirement benefit.**

This is a basic overview of the types of leave available to SDTA Bargaining Unit Members.

Beginning in 2013-2014, the district converted sick leave from days into hours at the rate of 7.5 hours per day. This was to accommodate for accuracy in reporting of partial day absences and absences for part-time employees. Part-time employees should never be “charged” more than their percent of full-time for a day of absence.

As of 2017-2018, members of the SDTA bargaining unit may use up to 20 days (or as many as have been accumulated if that number is lower than 20) of their sick leave for the purposes of personal necessity. There is no approval needed for these days beyond the standard absence reporting requirements.

Type of Leave	Amount per year	Accrues year to year?	Is deducted from Sick Leave total	Occurs after Sick Leave is exhausted
Sick Leave	10 Days	Yes	Yes	No
Personal Necessity	up to 20***	No	Yes	No
Family Illness	4	No	No	No
Bereavement	5	No	No	No
Industrial Accident/Illness	60	No	No	No
Extended Disability	5 Months	No	No	Yes
<i>Maternity (Disability)</i>	<i># SL Days*</i>	<i>No</i>	<i>Yes</i>	<i>No</i>
<i>Birth/Adoption of child</i>	<i>2</i>	<i>No</i>	<i>No</i>	<i>No</i>
<i>Parental Leave (not subject to CA law)****</i>	<i>10</i>	<i>No</i>	<i>Yes</i>	<i>Yes**</i>
<i>Parental Bonding Leave</i>	<i>12 weeks</i>	<i>No</i>	<i>Yes</i>	<i>Yes**</i>
Unpaid Childcare	12 months	No	No	No
Military Leave	--	No	No	No
Jury Duty	--	No	No	No

*with medical disability note; when sick leave expires you move into extended disability (see above)

**if all sick leave is exhausted, you move into differential pay (as defined by extended disability)

***a unit member may not take more days of personal necessity than they have available sick leave

****these days are available for those few folks who are not covered by Parental Bonding Leave

Other notes on the types of leave:

- **Sick Leave / Personal Necessity:** You must call in your absence to the telephone absence reporting system no later than 6:30am and provide lesson plans. The district may request that you provide a written statement from your doctor verifying the need for your absence. This statement is required for absences of more than five consecutive days.
- **Family-School Partnership Act** (up to 40 hours per year, no more than 8 hours per month, and you need to get verification from the school). This comes from your sick leave.
- **Bereavement Leave: (Section 7)** Contact your principal or supervisor to request this leave. You may use up to 5 days for the death of specific “immediate” family members. Refer to the “laundry list” in the contract. If your family member does not fit into one of these categories, the district has the discretion to allow the leave if you apply for it. Contract language specifies that the five days specified in this section do not have to be taken consecutively.
- **Illness in the Immediate Family: (Section 10)** You are allowed up to 4 days because of a serious illness that requires your actual presence. Again, there is a laundry list of family members to whom this section applies.
- **Industrial Accident/Illness Leave: (Section 2)** The leave does not “wrap around” if your injury/illness occurs fewer than 60 days before the end of the school year. You are eligible for this leave once you have worked in the district for 6 months. You must notify HR of the injury/illness, with documentation, and you must provide a medical release to your principal or supervisor before you return to work.
- **Extended Disability: (Section 3)** For absences of fewer than 5 months, you are entitled to differential pay (your salary minus the price of a sub) once your sick leave has run out. Note: If you are awarded leave from the Catastrophic Leave Bank, this period of differential pay occurs WHILE you are receiving catastrophic leave coverage.
- **Maternity Leave: (Section 5)** You may use your total amount of Sick Leave for because of complications due to pregnancy or recovery from pregnancy, provided you have a medical disability note to cover the time. If you run out of Sick Leave, the remaining time will be covered by Differential Pay (your salary minus the cost of a sub or ½ your salary, whichever is higher
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You can also receive up to **12 months** of unpaid childcare leave following pregnancy, to be used after your Sick Leave has run out. You may also request

an extension of up to 12 additional months.

- **Birth/Adoption/Initiation of Foster Care of a Child: (Section 5)** You may request 2 days of fully-paid leave at the time of the birth or adoption of a child. This request will be granted.
- **Parental Leave** Added in 2014, this allows new parents (whether by birth, adoption, or initiation of foster care of a new child) to take an additional 10 days of leave for the purposes of bonding with their child. If all sick leave has been exhausted, this leave will be awarded at the differential rate of pay. This section applies to those individuals who do not qualify for the new California child bonding leave law (next section).
- **Parental Bonding Leave** New California law allows for both parents to take up to twelve weeks of “bonding leave” during the first year of their new child’s life (or placement with the family). This leave may be taken all at once or may be “broken up” into 2-week chunks. The leave, when taken, does come off of your accumulated sick leave total. If/when your sick leave is exhausted, the leave transitions to “differential pay”, which is your salary minus the cost of a sub (or ½ your salary, whichever is higher).
- **Military Leave: (Section 6)** You must provide military orders for verification. Mandatory active duty should be scheduled for non-teaching times of the year when possible.
- **Jury Duty: (Section 8)** When you are called for Jury Duty you must provide verification to the district. If selected for a jury, you must give the district whatever amount you earn as a juror, or have that amount deducted from your pay for the period.

There are also provisions for Full- and Part-Time Leaves without Pay (Section 9) and Sabbatical Leaves (Section 11) in this section of the contract.