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7	AGREEMENT BETWEEN
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10	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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12	AND
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14	SADDLEBACK VALLEY PUPIL SERVICES ASSOCIATION
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18	July 1, 2018 to June 30, 2022
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26	Board Ratification: June 1, 2021
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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022 THIS AGREEMENT, made and entered into this 17th 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

A. Parties to the Agreement

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

Mental Health Counselors

Psychologists

Speech and Language Pathologists

- 2. Excluded from this Agreement shall be all other classifications of certificated and classified employees.
- 3. Disputes concerning the interpretation and application of this Article are not subject to the provisions of Article VIII.
- B. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

C. Concerted Activities

- 1. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or its officers, agents, or members, during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make strong continuing effort to ensure that all employees do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees in good faith to take all necessary steps to cause those employees to cease such action.
- 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

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.

D. Effect of Agreement and Completion of Meet and Negotiation

- 1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.
- 2. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the Board shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.

E. Term

This Agreement shall remain in full force and effect from July 1, 2018 up to and including June 30, 2022. At the conclusion of each of the first two years of the Agreement, salary and economic benefits, health benefits, and work year shall be reopened. In addition, each party may reopen one article of choice. No articles will be reopened for negotiation for the 2021-22 school year; however the parties agree to continue discussion on topics already agreed upon via a formal Memorandum of Understanding. Thereafter, this Agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 1 of the year in which the contract is to expire of its request to modify, amend, or terminate 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:

- 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.
- 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

each school in the District.

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4. The right of access to employees at reasonable times on school property.

- Payroll deduction privileges as determined by the District in accordance with the regulations established by the County and the ability of the District to do so.
- 6. The use of school mailboxes so long as such usage does not impose an extra cost to the District to do so.
- 7. 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, when possible, at least 48 hours before regular Board meetings.
- 8. Access to all public records of the District to the extent of and in the manner provided by law.
- The Association provisions contained above are recognized to be beyond the specific terms of Government Code Section 3543.2, but are considered to be an instrument of implementation of the provisions of Section 3543.1, and the provisions contained herein shall not be construed as limiting the right of the District to extend these provisions to any other employee organization.
- C. An individual member shall not use electronic district resources, including District email and distribution lists and/or WEB sites, for the purpose of communicating opinions or information about matters being discussed at the bargaining table concerning wages, salaries or working conditions of the bargaining unit. Bargaining unit members shall adhere to the District's Internet Use Agreement.
- D. SVUSD will provide basic technology to members of SVPSA within their first week of employment. This may be the provision of a "loaner" laptop. This is inclusive of email access and special education data management access. 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.

shall be specified in Appendix A.

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1. The determination of experience for placement on the salary schedule 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 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. Employees with a date of hire on or after July 1, 2019 may be granted a year of salary credit for every year of "other relevant and comparable professional experience". In all other cases, an employee 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 for temporary, probationary and permanent employees shall be determined according to the following criteria:

A. The basic salary schedule, effective July 1, 2018, for employees in this unit

- a. Day to day or long-term substitute certificated employment does not count toward completion of the 75% of the student year unless it is part of a single assignment (one work assignment, one employee).
- b. A part-time employee who works less than 75% of the student year shall advance one step on the salary schedule each year. In the event such a part-time were to become a full-time employee, his/her experience credit shall be re-evaluated to determine the appropriate placement on the salary schedule.
 - (1) Experience for salary placement shall be granted for fractions of

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C. Graduate Semester Units – For Speech and Language Pathologists

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.
- 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.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022 ARTICLE III SALARIES AND ECONOMIC BENEFITS

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 for each graduate semester unit between 30 and 70 (40 units total) may be counted for advancement on the salary schedule.
- 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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022 ARTICLE III SALARIES AND ECONOMIC BENEFITS

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 September 1 for salary advancement at the beginning of the school year, and by February 1 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 inservice classes where the time allotments and course requirements are the equivalent of similar classes offered by colleges or universities. One semester unit shall be granted for each fifteen (15) hours of approved inservice credit.

G. Professional Growth Committee

- The Professional Growth Committee shall consist of the Superintendent or designee and three (3) representatives appointed by the President of the Association. Each member of the Committee shall serve a staggered three (3) year term, with one representative being replaced each year.
- 2. Upon request of the Superintendent or designee or the employee, this Committee shall review evidence of course work, workshops, conferences, and similar activities which are submitted and evaluate its acceptability for credit toward the employee's advancement on the salary schedule.

H. Clinical Fellowship Year Supervision Stipend

Speech/Language Pathologists (SLPs) who have agreed to supervise a Clinical Fellowship Year (CFY) SLP will receive a \$3,000 stipend for one year of supervision. CFYs are SLPs in their first year of employment and

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022 ARTICLE III SALARIES AND ECONOMIC BENEFITS require this supervision per the American Speech Language Hearing Association (ASHA) guidelines, the national association that governs SLP requirements. I. 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.

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

class. The professional day shall include responsibility to make time available
when classes are not in session for student, parent, teacher, and other
conferences with the Pupil Services employee. Additionally, it shall be the
employee's responsibility to discharge such duties on campus during the day
as assigned by the Principal.

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- D. Upon approval of the District, a permanent full-time employee may voluntarily reduce his/her assignment from full-time to part-time for a period not to exceed two consecutive years.
 - The District shall notify the employee by March 15 of the second consecutive year in the reduced assignment of the requirement the following year to either (1) return to full-time or (2) permanently reduce to the percentage of the part-time assignment held. Employees who have permanently reduced their assignment to less than full-time may return to a full-time assignment with the approval of the District and provided a full-time assignment is available.
- In the event two (2) or more employees request to return to a full-time assignment and only one (1) full-time assignment is available, the most senior employee will be given the position, provided the District can find a qualified person to full the part-time position that would become vacant.
- E. Employees may reduce his/her assignment to less than full-time for up to two (2) consecutive years. At the end of the second year, the employee shall choose to return to full-time or permanently reduce to part-time. If the employee chooses to permanently reduce to part-time, he/she may only return to a full-time position in the future with the approval of the District and provided a full-time assignment is available.
- F. Employees shall participate, as designated by the Principal or Administratorin-Charge, in Back-to-School Night and Open House activities, student group presentations to parent groups, promotion or graduation ceremonies, parent 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

1 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
- 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.
 - 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.
 - 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.

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enrollment growth.

c. No addition shall be made to the counseling staff after February 1st as specified above, except at the discretion of the District.

b. Psychologists and Speech/Language Pathologists shall be hired prior

to the start of the school year, when the position is earned by student

- d. The District will make every effort to fill vacancies or growth positions before the opening of school in September or within forty-five (45) days of the occurrence of the vacancy of eligibility for the growth positions, except that the District shall not be required to fill vacancies after April 1.
- 5. During the course of the operation of the Saddleback Valley Unified School District, there will be occasion where divisions other than Pupil Services decide to utilize services and/or materials of a psychological nature (i.e., proprietary and/or secured tests, statistical and/or experimental procedures, psychometrics, evaluative designs and recommendations, etc.). Prior to the utilization of such services and/or materials, the Superintendent, Director, Special Education or Designee, and a School Psychologist shall be available to consult with and discuss such usage with the proponents. The purpose of the consultation is to consider issues related to the appropriate use of psychological services and materials, ethics, and the validity and appropriateness of the procedure relative to the goal of the endeavor.
- H. If at any time during the term of this agreement, the District is required to go to year-round school in order to obtain new facilities or a special financial supplement from the State, or in the event that the District has inadequate facilities to house students generated by new development, the provisions of this Article shall be subject to renegotiation without impacting other provisions of this Agreement.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022 ARTICLE V SAFETY The Board will make conscientious effort to implement and use practices and processes which are recommended by the District Safety Office for the adequate protection and safety of the employee.

A. The following procedures for employee evaluation shall be utilized:

1. Employees shall, for each individual assignment, submit to their evaluator a complete listing of proposed objectives, and measurement activities related thereto, to be considered in the formal evaluation by the second week of October.

- 2. After receipt from the employee of such, the evaluator will review it, consult with the employee about any modifications or change the evaluator believes are necessary, and then the evaluator will determine and transmit to the employee by the fourth week in October a timely, complete listing of the thus established objectives and measurement activities related thereto that will be incorporated in the formal evaluation.
- The evaluator will establish the guidelines for monitoring the employee's
 case load and progress toward the achievement of the agreed upon
 established objectives, and thus, hold the employee accountable for their
 attainment.
- B. Evaluations of Pupil Services employees assigned to a single school shall be conducted by the immediate supervisor only. When a Pupil Services employee is assigned to two (2) or more schools, the evaluations shall be conducted by the employee's immediate supervisor at each of the schools to which the employee is assigned. Each of these separate evaluations shall be submitted to the Director, Special Education or Designee with a copy to the employee. The Director, Special Education or Designee shall utilize and retain these evaluations to construct a single evaluation of the employee; this evaluation shall be based upon the statement and comments received from the various supervisors to whom the employee is responsible. In addition, the Director, Special Education or Designee reserves the right to insert into the single evaluation statements or comments of his/her own that relate to the employee's performance on the job.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT AGREEMENT WITH SVPSA, 2018-2022 ARTICLE VI EVALUATION PROCEDURES

- C. The following procedures for employee evaluation shall be utilized:
 - Permanent employees shall be evaluated once every other year no later than June. Permanent employees who do not receive a satisfactory evaluation shall be evaluated annually. Evaluations of temporary or probationary Pupil Services employees shall be conducted annually.
- D. Evaluations shall be composed of interviews with the employee as well as with personal observations by the immediate supervisor, both formal and informal, where and when appropriate. To the extent that it is possible, observations shall be conducted in such a manner so as to interfere minimally with the private and confidential nature of the counseling or speech therapy relationship.
- E. The evaluator shall base his/her evaluation of any employee only on information which was collected through observation and shall be based on evidence which would be admissible under Government Code Section 11513.
- F. Any and all composite evaluations of an employee shall be signed and dated by:
 - 1. Director, Special Education or Designee
 - 2. Employee
- G. The signature of the employee shall not be taken to mean that the employee agrees with the evaluation, but only that he/she has received it and read it. He/she shall have the right to submit a formal written statement regarding items on the evaluation and this statement shall be attached to the evaluation in the employee's personnel file. All files relating to the evaluation of

employees shall be subject to inspection by the employee concerned.

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

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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.
- 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

to provide such verification for an absence or injury of three (3) consecutive days or less. Written verification by a physician will be required of consecutive absences of ten (10) days or more if the absence has been occasioned by surgery, illness, or maternity disability, and a doctor's release certifying the employee's capability of resuming all regular activity of the assignment, including restrictions if any, and date of return must be submitted as a condition for return to work. The District, at its option, may require an additional medical opinion from a doctor designated by it, at its expense.

- 4. If an absence is reported and no Employee Absence Slip is filed or no required doctor's note submitted per Section A3 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.
- 5. If, upon termination, an employee has used more sick leave than has been earned and accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for the employee at the time of termination, shall be deducted from the final salary warrant due.
- 6. If an employee is absent from work because of illness or accident for a number of days that exceed all applicable, full compensation, earned sick leave, and if the absence for the illness or accident extends to as much as 100 workdays, for such days in that period of absence not covered by accrued sick leave, the employee will receive as compensation the salary normally due reduced by the salary being paid or which would have been paid to the person filling the employee's position (calculated with equivalent daily or monthly rates for each), but in no instance will the employee receive less than five percent (5%) of the salary normally due during that period. 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 B3. For purposes of this section:

- Sick leave, including accumulated sick leave and the 100 day period shall run consecutively.
- b. An employee shall not be provided more that 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.
- 7. When sick leave is being requested for maternity disability, the period of disability shall be determined by the employee and the employee's physician. The employee, prior to being granted leave, shall submit to the District a written statement from her physician declaring unequivocally that the employee is disabled from the performance of her duties and stating the anticipated duration of the disability. An employee will be granted paid leave for maternity disability and to the extent that the employee has sick leave only if that employee is in paid status with the District on the workday immediately prior to the date of commencement of the period of disability.

B. Donation of Sick Leave

- 1. General Provisions
 - a. A permanent employee suffering from a catastrophic illness or injury who will exhaust all sick leave and other paid time off may request donations of unused sick leave.
 - b. A catastrophic illness or injury is one that incapacitates an employee for an extended period of time and is so serious in nature as to require extensive or long-term treatment, and creates a financial hardship for the employee because all sick leave, including differential, has been used.
- 2. Requests for Sick Leave Donations

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- a. An employee eligible to receive catastrophic sick leave donations shall file a "Request for Donated Unused Sick Leave" with the Human Resources Department. The request must be received prior to the last day of paid leave. The request must include written verification by a physician describing the incapacitating nature and probable duration of the illness or injury.
- b. The maximum number of donated sick leave days that may be utilized by an employee for a catastrophic injury or illness shall not exceed sixty (60) workdays. Donated sick leave shall begin after differential leave is exhausted, and shall be in full day increments (i.e., 8 hours a day).
- c. Upon receipt of the "Request for Donated Unused Sick Leave", the Assistant Superintendent, Human Resources shall determine:
 - (1) That the requesting employee is unable to work for an extended period of time due to the catastrophic illness or injury, and
 - (2) That the employee will exhaust all accrued paid leave, including differential leave.
 - (3) That the doctor's note indicates that the requesting employee shall be unable to work for at least the duration of the period of donated sick leave requested, and demonstrates that the illness or injury is catastrophic.

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

- 3. Transfer of Donated Sick Leave
 - a. Upon verification of the "Request for Donated Unused Sick Leave", District employees shall be informed of the request and the number of days of donated sick leave being requested.
 - b. Donations of sick leave shall be transferred to the recipient, as

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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

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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

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.

- The employee's request for return to duty following industrial accident leave must be accompanied by a doctor's release certifying the employees capability of resuming all regular activity of the designated assignment.
- 7. The Board reserves the right to require a physical examination of any employee who is on a leave of absence. Said physical examination shall be given by a physician designated by the Board whose recommendations may be used by the Board 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 reemployment and has been medically released for return to his/her duties, but fails to accept appropriate assignment shall be terminated.
- 9. When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not medically able to assume the duties of his/her position, the Board may grant extensions of leave at an annual review of the case.

D. Bereavement Leave

- An employee shall be entitled to bereavement leave not to exceed three

 (3) days, or five (5) days if out-of-state travel is required with full pay, on account of the death of any member of the employee's immediate family.
 An additional two (2) days may be authorized by the Superintendent for unusual circumstances.
- 2. For purposes of this section, "immediate family" is limited to mother, father,

grandmother, grandfather, or grandchild, of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister, of the employee, or any relative who is living in the immediate household of the employee. In the case of the death of any member of the family not included above, absence for a maximum of one (1) day to attend the funeral may be granted with pay upon approval of the Supervisor.

E. Judicial Leave

- 1. An employee shall be granted paid leave of absence for the following: Absence caused by appearance in court in response to a subpoena duly served, except in cases where the employee is a litigant in the case. The pay for subpoena leave shall be the regular rate of pay for the employee minus any payment received from the court. An employee requesting pay for subpoena leave shall file a copy of the subpoena in the Human Resources Office. If a case covered more than one day, a certificate of the Clerk of the Court shall be filed indicating that the presence of the person was required for the additional day. The foregoing shall not apply for any subpoena requiring the presence of an employee more than 150 miles from the District unless the subpoena is related to District business.
- 2. An employee shall be granted paid leave of absence to serve for jury duty when called in the manner provided for in the law, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

F. Personal Necessity Leave

 At the election of the employee, for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with during off-duty hours,

credited days of full compensation sick leave may be used for authorized leave of absence.

- During any school year, any accumulated days of leave of absence for illness or injury may be used by the employee at his/her election in cases of personal necessity.
- 3. An employee shall secure advance permission, not less than five (5) workdays prior to the beginning day of leave, using the District prepared permission form to use personal necessity leave in all cases except:
 - a. Death or serious illness of a member of the immediate family.
 - b. Accident involving the person or property of the employee or of a member of the employee's immediate household; and even in these exceptions, the employee shall make every reasonable effort to notify the immediate administrator.
- 4. Examples of reasons for which approval shall not be granted:
 - a. Political activities or demonstrations
 - b. Vacation, recreation, or social activities
 - c. Civil or organization activities
 - d. Association activities
 - e. Routine personal activities
 - f. Occupational investigation

G. Personal Leave

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During any one year upon at least five (5) days prior notice except in cases of emergency as stated in F.3.a., F.3.b., and above, three (3) days may be taken for personal leave from accumulated sick leave. No reason will be required.

1. No more than 10% or three (3) employees represented by the bargaining unit may use personal leave and/or 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

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 Such personal leave shall not be scheduled for the first five (5) days of the school year, the last five (5) days of the school year, nor days especially scheduled for final examinations, parent conferences, or parent-teacher

H. Unpaid Personal Leave

nights.

during any one year.

- An employee may be granted, at the sole discretion of the Board, an unpaid personal leave of absence for reasons of study, family hardship, anticipated childbirth, child care, extended health rehabilitation, spouse/registered domestic partner's job transfer, or moving.
- A written request, including the reasons and any supporting information relating thereto, and the duration of requested leave, shall be submitted to the District.
 - a. For personal absences of three (3) working days or less, the employee shall submit the request to the Superintendent not less than ten (10) working days prior to the beginning date of the leave. The decision of the Superintendent for approval or denial of these requests shall be final.
 - b. For personal absence in excess of three (3) working days, the employee shall submit the request to the Superintendent in sufficient time for the Superintendent to submit the request, with recommendation, to the Board for approval or denial at a Board meeting to be held at least two (2) weeks prior to the beginning date of the leave.
- 3. Personal absence leave in excess of three (3) working days shall be limited to the balance of the school semester, or a full school term.
- 4. Any personal leave of absences that may be granted under these provisions shall be without compensation. If the personal leave of

absence extends beyond thirty (30) working days, any portion beyond that period shall not count as service determining eligibility for other types of leave, salary advancement, retirement, tenure, and other benefits; and District contributions toward premiums for medical and dental insurance shall cease during the leave, but may be continued at the employee's expense. By rule of State Teachers' Retirement System (STRS) regulations, leaves of absence without pay may not be counted toward STRS service credit.

- 5. As a condition of leave being granted under these provisions, the employee shall provide in writing, and submit with the application for such leave, a guarantee that the employee will maintain throughout the period of the leave, valid credential and certification authorizations under which the employee is serving in the District immediately prior to the beginning of the leave.
- 6. An employee returning from personal leave shall be reinstated to a position equivalent to that in which they were previously employed. If at the time of reinstatement an employee no longer has the credential and certification authorization utilized at the time the leave was granted, the employee may be terminated by the Board.
- 7. If the personal leave of absence was granted for health reasons, the employee shall be required to submit, prior to return to active duty, a doctor's release certifying the employee's capability without restrictions or detriment to the employee's physical or emotional well-being, of resuming all regular activity of the designated assignment.
- 8. An employee shall not accept gainful employment while on personal leave of absence from the District, except by permission of the Board. Under extenuating circumstances, employment may be accepted contingent upon final approval of the Board.

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.

- 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.

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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:

- 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.
- 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

leave requests after absences due to illness have been covered, or

- b. The number of requests exceed the ten percent (10%) figure.
- 5. Such discretionary leave shall not be scheduled for the first five (5) days of the school year, the last five (5) days of the school year nor days especially scheduled for final examinations, parent conferences, or parent-teacher nights.
- 6. Discretionary leave shall expressly not be used for the purpose of a strike, work slowdown, work stoppage, or any other concerted activity.

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.

M. Family Illness

Upon application by an employee to his/her immediate supervisor, emergency leave with pay for a serious or critical illness, or injury to a member of the immediate family as defined in Article VII, Section D.2. of this Agreement, calling for the services of a physician, and of such an emergency nature that the immediate presence of the employee is required during his/her work day, may be granted for a maximum of two days per year with pay. Verification satisfactory to the District may be required within five working days after return 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 III Family Member
 - 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 quardian.
 - 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

A. Definitions

- 1. An "alleged violation" is a formal written "allegation" by an employee that he/she has been adversely affected by a misapplication of this Agreement.
- 2. A "day" is any day in which the central administrative office of the Saddleback Valley Unified School District is open for District business.
- 3. The "immediate administrator" is the principal or other management employee of the District having immediate jurisdiction over the employee and who has been designated to adjust alleged agreement violation.
- B. Before filing an allegation, 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. Only the employee and the immediate administrator will be present at the informal conference.

C. Procedure

An allegation shall be processed in the following manner:

1. Level I

- a. Within ten (10) days after the occurrence of the act or omission giving rise to the allegation, the employee must present the allegation on the District provided form to the immediate administrator.
- b. The written description on the District provided form shall be a clear, concise statement of the allegation, the circumstances involved, the conclusions reached at the informal conference, and the specific remedy sought.
- c. The immediate administrator shall communicate a decision to the employee in writing within ten (10) days after receiving the allegation. If the administrator does not respond within the time limit, the employee may appeal to the next level designated for processing allegations. Such appeal must be made within ten (10) days after the expiration of the time limit.

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2. Level II

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a. If the employee is not satisfied with the decision of the allegation at Level I, the employee may appeal, and if so, shall file the allegation on the District provided form with the Assistant Superintendent, Human Resources within ten (10) days after the written decision at Level I has been delivered.

d. Within the specified time limit, either party may request a personal

e. The Association shall receive a copy of the written decision of the

Administration, before a decision is rendered at the next level, and

copies of all subsequent meetings by the District at the levels above.

conference with the other, and such request shall be granted.

- b. The statement filed at this level shall include a copy of the original allegation, a copy of the decision rendered and a clear, concise statement of the reasons for the appeal.
- c. The Assistant Superintendent, Human Resources shall communicate his/her decision in writing within ten (10) days after receiving the appeal. Either the employee or the Assistant Superintendent, Human Resources may request a personal conference with the other within the time period for filing of the appeal to the deadline for rendering of a decision. If the Assistant Superintendent, Human Resources 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 ten (10) days after the expiration of the time limit.

3. Level III

a. If the allegation is not resolved at Level II, the employee may request in writing a hearing before an arbitrator. The request shall be filed in the Office of the Superintendent within ten (10) working days after 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

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reasonable opportunity to present evidence, witnesses, arguments, and briefs. The party calling a witness shall pay the costs of such witness.

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

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

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4. Petition for Review to the Board of Education

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Board of Education.

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.
- Resolution of an alleged agreement violation at Level I, II, or III shall

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be deemed to exist 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 the alleged agreement violation 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 allegation. 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 an allegation, and shall continue to carry out such order, requirement or other directive, pending the final resolution of the employee.
- d. Although a specific time period is provided for administrative decisions at each level of the foregoing procedure, it is recognized that multiple allegation filings must be processed in a sequential manner. Consequently, at each level of the procedure, allegations shall be assigned consecutive numbers, based upon the time and date on which written allegations are received.
- e. Administrative personnel shall process such numbered allegations 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 the procedure, administrative personnel shall not be required to consider more than one (1) alleged agreement violation per day.
- f. Once an allegation arising from a particular incident(s) or circumstance(s) has been resolved, another allegation based on that particular incident may not be filed.
- g. All documents, communications, and records dealing with the 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

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A. Psychologists and Speech/Language Pathologists

Assignments to specific work locations are the responsibility of the District, and no employee has a right to any particular school or schools as a place of permanent assignment. Psychologists and Speech/Language Pathologists are normally assigned to more than one school, and will be assigned as needed by the District.

- Psychologists and Speech/Language Pathologists shall notify the Director, Special Education or Designee, not later than May 1 of the specific assignment desires, and those in which the employee feels that it is not in the best interest of the District for him/her to continue.
- 2. The Director, Special Education or Designee shall notify the employee of his/her assignment for the ensuing school year five (5) days before the employees last assigned work day, except under unusual and extenuating circumstances. If the assignment is changed after June 30, notification will be provided as soon as possible.
- 3. All notifications shall be in writing. An opportunity to discuss the assignment with the appropriate administrator shall be given.

B. Administrator-Initiated Transfer/Reassignment

The District shall furnish transportation of materials to assist in relocations necessitated by a transfer due to an administrator-initiated transfer/reassignment.

C. Team Assignments

- 1. Partnership shall be designed on one of the following models:
 - a. Two (2) employees sharing one (1) full time position one (1) semester each.
 - b. Two (2) employees sharing one (1) full time position dividing the work week three (3) days and two (2) days. By agreement employees may switch their parts of the assignment at the semester.
 - c. Two employees sharing one full time position dividing the work week 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
1	НМО
2	• \$500 employee only
3	\$750 employee plus one dependent
4	 \$1,000 employee plus two or more dependents
5	EPO
6	\$500 employee only
7	 \$1,125 employee plus one dependent
8	 \$1,675 employee plus two or more dependents
9	PPO
10	• \$1,000 employee only
11	 \$2,250 employee plus one dependent
12	 \$3,350 employee plus two or more dependents
13	For the 2021 benefit year, the parties will collaboratively work to modify
14	plan designs. Employee annual contributions will not exceed:
15	NARROW NETWORK HMO
16	\$0 employee only
17	\$0 employee plus one dependent
18	\$0 employee plus two or more dependents
19	НМО
20	\$885 employee only
21	 \$1,328 employee plus one dependent
22	 \$1,770 employee plus two or more dependents
23	EPO
24	\$1,790 employee only
25	 \$2,415 employee plus one dependent
26	 \$2,965 employee plus two or more dependents
27	PPO
28	• \$3,580 employee only

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\$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

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

- E. Part-time service is limited to a period not to exceed ten (10) years.
- F. The employee and employer agree to submit contributions to the State Teachers' Retirement System based on the compensation which would be earned for full-time employment.
- G. Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid for that year in the proportion that it relates to the annual salary that would have been paid had the employment continued. An employee may request termination of the agreement. Such request shall be made in writing to the employer not later than November 15 or March 15 in any school year, and the employer shall act on the request on or before January 15 or May 15. If consent is given, the employee shall be reassigned to the school of previous full-time employment or if such assignment is unacceptable or cannot be made, the employee shall be given priority consideration for any vacancy for which he/she is qualified.
- H. Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal, or retirement, will be returned to the employee, or in case of death, to the beneficiary. When two or more applications for reduced employee service are received on the same day, the original order of employment which determined seniority rights shall determine priority rights to reduce workload assignment.
- All rights mandated by law and any additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such employees who are on contract for reduced workload service. District payments

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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.

be prorated for an employee who is on a reduced service contract.

of premiums or other charges for employees' health and welfare benefits shall not

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

	AGREEMENT WITH SVI OA, 2010-2022				
1	AGREEMENT between Saddleback Valley Unified School District and Saddleback				
2	Valley Pupil Services Association signature page.				
3	For the District:	For the Association:			
4	α	VJ I V			
5	Cause Common	Karlyn Varmay			
6	Connie Cavanaugh, Asst. Superintendent	Kathryn Jaronczyk, SVPSA President			
7	Fiscal Services	$\bigcap \bigcap \bigcap$			
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10	Yousef Nasouf, Director	David Houten, Member			
11	Human Resources	SVPSA Negotiations Team			
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14	Diane Clark, Director	Robyrl Maynard, Member			
15	Special Education	SVPSA Negotiations Team			
16	Bene	161.			
17	anin	Tiles /			
18	Shawn Beese, Coordinator	Heather Clausing, Member			
19	Special Education	SVPSA Negotiations Team			
20					
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26	Ratified: June 1, 2021	Ratified: April 29, 2021			

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT LICENSED SPEECH AND LANGUAGE PATHOLOGIST per Ed Code 44831 SALARY SCHEDULE

Effective July 1, 2020 Work Year: 184 Days

		A	В	С	D	E	F	G	Н
STEP		0-30	31-35	36-41	42-47	48-53	54-59	60-65	66-70+
1	BA	Units 050,036	Units	Units	Units \$63,213	Units Cod 270	Units	Units \$66,683	Units \$67.647
'		\$59,936	\$60,900	\$62,056		\$64,370	\$65,526	. ,	+ - , -
	MA	\$62,848	\$63,812	\$64,968	\$66,125	\$67,282	\$68,438	\$69,595	\$70,559
2	BA	\$61,443	\$62,406	\$63,563	\$64,720	\$65,876	\$67,033	\$68,190	\$69,154
	MA	\$64,355	\$65,318	\$66,475	\$67,632	\$68,788	\$69,945	\$71,102	\$72,066
3	BA	\$62,948	\$63,912	\$65,069	\$66,226	\$67,382	\$68,539	\$69,696	\$70,659
	MA	\$65,860	\$66,824	\$67,981	\$69,138	\$70,294	\$71,451	\$72,608	\$73,571
4	BA	\$64,449	\$65,413	\$66,570	\$67,726	\$68,883	\$70,040	\$71,196	\$72,160
	MA	\$67,361	\$68,325	\$69,482	\$70,638	\$71,795	\$72,952	\$74,108	\$75,072
5	BA	\$65,958	\$66,922	\$68,079	\$69,235	\$70,392	\$71,549	\$72,705	\$73,669
	MA	\$68,870	\$69,834	\$70,991	\$72,147	\$73,304	\$74,461	\$75,617	\$76,581
6	BA	\$67,460	\$68,424	\$69,580	\$70,737	\$71,894	\$73,050	\$74,207	\$75,171
	MA	\$70,372	\$71,336	\$72,492	\$73,649	\$74,806	\$75,962	\$77,119	\$78,083
7	BA	\$70,804	\$71,768	\$72,925	\$74,081	\$75,238	\$76,395	\$77,551	\$78,515
	MA	\$73,716	\$74,680	\$75,837	\$76,993	\$78,150	\$79,307	\$80,463	\$81,427
8	BA	\$74,154	\$75,118	\$76,274	\$77,431	\$78,588	\$79,744	\$80,901	\$81,865
	MA	\$77,066	\$78,030	\$79,186	\$80,343	\$81,500	\$82,656	\$83,813	\$84,777
9	BA	\$77,510	\$78,473	\$79,630	\$80,787	\$81,943	\$83,100	\$84,257	\$85,221
	MA	\$80,422	\$81,385	\$82,542	\$83,699	\$84,855	\$86,012	\$87,169	\$88,133
10	BA	\$80,856	\$81,820	\$82,977	\$84,133	\$85,290	\$86,446	\$87,603	\$88,567
	MA	\$83,768	\$84,732	\$85,889	\$87,045	\$88,202	\$89,358	\$90,515	\$91,479
11	BA	\$84,203	\$85,166	\$86,323	\$87,480	\$88,636	\$89,793	\$90,950	\$91,913
	MA	\$87,115	\$88,078	\$89,235	\$90,392	\$91,548	\$92,705	\$93,862	\$94,825
14	BA	\$89,606	\$90,570	\$91,726	\$92,883	\$94,040	\$95,196	\$96,353	\$97,317
	MA	\$92,518	\$93,482	\$94,638	\$95,795	\$96,952	\$98,108	\$99,265	\$100,229
17	BA	\$95,009	\$95,973	\$97,130	\$98,286	\$99,443	\$100,600	\$101,756	\$102,720
	MA	\$97,921	\$98,885	\$100,042	\$101,198	\$102,355	\$103,512	\$104,668	\$105,632
21	BA	\$98,719	\$99,683	\$100,840	\$101,996	\$103,153	\$104,310	\$105,466	\$106,430
	MA	\$101,631	\$102,595	\$103,752	\$104,908	\$106,065	\$107,222	\$108,378	\$109,342
25	BA	\$109,860	\$110,824	\$111,980	\$113,137	\$114,294	\$115,450	\$116,607	\$117,571
	MA	\$112,772	\$113,736	\$114,892	\$116,049	\$117,206	\$118,362	\$119,519	\$120,483
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Add \$4,638 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."
- 3. 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 \$ 5,403 17th Year \$ 5,403 21th Year \$ 3,711 25th Year \$ 11,139

Board Approved: 5/6/2021 Revised: 6/1/2021 Effective: 7/1/2020

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT PUPIL SERVICES CREDENTIALED SALARY SCHEDULE

Effective 7/1/2020

Psychologists Work Year 200 Days Range 1

STEP	SALARY				
1	\$	82,117			
2	\$	86,893			
3	\$	91,742			
4	\$	95,759			
5	\$	100,732			
6	\$	105,781			
7	\$	110,923			
Salaries listed below include anniversary					
14	\$	116,792			
17	\$	122,661			
21	\$	126,695			
25	\$	138,799			

Add \$4,638 for Doctorate

Mental Health Counselors Work Year 200 Days Range 2

Step	Salary				
1	\$	74,835			
2	\$	76,642			
3	\$	78,448			
4	\$	80,250			
5	\$	82,061			
6	\$	83,864			
7	\$	87,877			
Salaries listed below include anniversary					
14	\$	93,496			
17	\$	99,116			
21	\$	102,975			
25	\$	114,562			

Add \$4,638 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	\$5,869	14th Year	\$5,620		
17th Year	\$5,869	17th Year	\$5,620		
21th Year	\$4,035	21th Year	\$3,859		
25th Year	\$12,104	25th Year	\$11,586		

 Board Approved:
 5/6/2021

 Revised:
 6/1/2021

 Effective:
 7/1/2020

- 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.