

AGREEMENT

between

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

and

SAN LUIS COASTAL TEACHERS ASSOCIATION

2014-2016

AGREEMENT
 between
SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
 and
SAN LUIS COASTAL TEACHERS ASSOCIATION
 2014-2016

Table of Contents

AGREEMENT	1
I. <u>Definitions</u>	1
A. Unit Member	1
B. Employee	2
C. District	2
II. <u>Retained District Rights</u>	3
A. General Provisions	3
B. "Determine" Defined.....	4
C. Non-enumerated Rights	4
D. Exclusion from Grievance Procedure	4
III. <u>Association Rights</u>	5
A. Right to Represent.....	5
B. Right to Associate	5
C. Rights of Access, Communication, and Use of Facilities	5
D. Board Agenda	5
E. Employee Names	5
F. Access to Information	6
G. Consultation Rights	6
H. Released Time.....	6
I. Collaborative Resolution Team Meetings.....	6
IV. <u>Grievance Procedures</u>	7
A. Definitions and General Provisions.....	7
B. Informal Level	7
C. Formal Steps	8
D. Selection of an Arbitrator.....	9
E. Determination of Arbitrability	9
F. Limitations upon Arbitrator	9
G. Arbitrator's Decision	9
H. Expenses	10
I. Effect of Time Limits.....	10
J. Reasonable Release Time for Processing Grievances.....	10
K. No Reprisals.....	10
L. Separate Grievance Files.....	10
M. Expedited Arbitration Procedures	10
V. <u>Work Stoppage</u>	11
A. No-Strike.....	11
B. Unit Member's Liabilities.....	11
C. No Lockout	11

VI.	<u>Hours of Work</u>	12
	A. Basic Provisions.....	12
	B. Supervisory and Advisory Duties Beyond Those Relating to a Unit Member’s Regular Assignment.....	15
	C. Secondary Preparation Period.....	15
	D. Elementary Preparation/Conference Supervision Time.....	16
	E. Duty-Free Lunch.....	16
	F. Work Year.....	16
	G. Hourly Personnel.....	17
	H. Special Education Supplemental Supports.....	18
	I. School Nurse Work Calendar.....	18
	J. Elementary Teacher Collaborative Time (TCT).....	18
VII.	<u>Evaluation Procedures</u>	19
	A. Evaluation Frequency and Time Lines.....	19
	B. Evaluators.....	19
	C. Evaluation Rating and Tracking System.....	20
	D. Remediation Assistance for Track 3 and Track 4 Employees.....	20
	E. Evaluation Content.....	20
	F. Records, Personnel Files and Evaluation Conferences.....	21
	G. The Effect of Evaluating on Other Proceedings.....	22
	H. Compliance with Law/Grievance Standards.....	22
	I. Evaluation Review Procedures.....	22
VIII.	<u>Discipline</u>	23
	A. General.....	23
	B. Reprimands and Warnings--Notices, Rebuttal, and Review.....	24
	C. Suspensions--Notices, Rebuttal, and Review.....	24
	D. Limitations and Files.....	24
	E. Relationship to Other Proceedings.....	25
IX.	<u>Leaves Of Absence</u>	26
	A. General Provisions.....	26
	B. Personal Illness or Injury Leave.....	27
	C. Personal Necessity Leave.....	28
	D. Industrial Accident Leave.....	29
	E. Bereavement Leave.....	30
	F. Pregnancy, Maternity Disability, and Infant Care.....	30
	G. Legal Commitment Leave.....	30
	H. Military Leave.....	31
	I. Professional Leaves.....	31
	J. Personal Leave.....	31
	K. Personal Business.....	32
	L. Family Illness.....	33
	M. Family Care and Medical Leave.....	33
X.	<u>Class Size</u>	35
XI.	<u>Transfer Procedures</u>	36
	A. General Provisions.....	36
	B. District-Initiated Transfers.....	36
	C. Unit Member-Initiated Transfer Requests.....	37
	D. Transfer Standards.....	37

E.	List of Openings.....	38
F.	Late Openings.....	38
G.	Administrative Guidelines.....	38
XII.	<u>Dues and Agency Fee</u>	39
A.	Agency Fee Requirement.....	39
B.	Dues.....	39
C.	Other Deductions.....	40
XIII.	<u>Safety Conditions</u>	41
A.	General Duty Clause.....	41
B.	Reimbursement for Theft or Vandalism.....	41
C.	Pupil Threats.....	41
XIV.	<u>Salary Schedules and Rules</u>	42
A.	General.....	42
B.	Contract Teachers Base Salary Schedule Track Requirements.....	42
C.	Contract Teachers Base Salary Schedule Step Credits and Annual Increments.....	44
D.	Credentials Committee.....	44
E.	Other Schedules.....	44
F.	Salary Schedule for School Psychologists.....	44
XV.	<u>Peer Assistance and Review Program</u>	47
XVI.	<u>Fringe Benefits</u>	46
A.	Medical/Dental/Vision Care.....	46
B.	Part-Time Personnel Benefit Contributions.....	46
C.	Retirement Medical Plan.....	46
D.	District's Obligations Limited.....	47
XVII.	<u>Retirement</u>	48
A.	Reduced Work Schedule Program.....	48
B.	Early Retirement Medical Plan.....	48
C.	Early Retirement Incentive.....	48
XVIII.	<u>Effect of Agreement</u>	49
A.	Effect upon Negotiations.....	49
B.	Effect upon Individual Contracts.....	49
C.	Effect upon Board Policies and Rules.....	49
D.	Waivers.....	49
E.	Separability and Savings.....	49
XIX.	<u>Duration and Renegotiation</u>	50
<u>Appendix A</u>	Salary Schedules.....	51
<u>Appendix B</u>	Performance Evaluation Forms for Certificated Staff.....	52
<u>Appendix C</u>	Extra Duty Salary Schedule.....	58
<u>Appendix D</u>	Salary Structure for Certificated Service Personnel.....	70

<u>Appendix E</u>	Salary Structure for Teachers on Special Assignment	71
<u>Appendix F</u>	Salary Schedule for School Psychologists	72
<u>Appendix G</u>	Peer Assistance and Review Program Guidelines.....	73
<u>Appendix H</u>	Request for Special Education Supplemental Support.....	78

AGREEMENT

THIS AGREEMENT, was tentatively made on the 20th day of February, 2015, and adopted by the Board of Education this 31st day of March, 2015, by and between the SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, (the “District”) and SAN LUIS COASTAL TEACHERS ASSOCIATION, (the “Association”). This agreement constitutes a bilateral and binding agreement pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.

ARTICLE I

DEFINITIONS

A. Unit Member

The term "unit member" means any District employee included in the following bargaining unit:

Included: All regular permanent and probationary certificated employees (full-time and part-time) including all regular classroom teachers, elementary music teachers, elementary physical education teachers, EL teachers, reading teachers, speech/language/hearing specialists, special education teachers, continuation education teachers, adaptive P.E. teachers, resource teachers, driver training teachers, counselors, librarians, psychologists, nurses, Adult Education teachers assigned to PathPoint, Achievement House, and Casa de Vida, summer school personnel who are otherwise employed by the District, temporary employees under contract for one semester or more in any one year, and teachers-on-leave (reassigned to services outside the classroom).

Excluded: All classified and other non-certificated employees; all casual or limited term personnel such as substitutes of any description, temporary employees except those under contract for one semester or more in any one year, home teachers, academic intervention teachers serving in limited term assignments for pull-out services, summer school personnel who are not otherwise employed by the District, and athletic aides; all management employees within the meaning of Government Code 3540.1(g), such as the Superintendent, Assistant Superintendents, Director of Personnel Services, School Principal (full-time and part-time), Assistant Principal (full-time and part-time), Deans, Director of Secondary Student Learning and Achievement, Director of Elementary Student Learning and Achievement, Director of Adult, Community, and Vocational Education, Assistant Director of Adult School, Executive Director of Student Support Services, Deputy Director of Student Support Services; all confidential employees; and all management and supervisory classified employees.

The parties hereto agree that the unit so described shall be the only appropriate unit. It is further agreed that neither party will seek by any means, including but not limited to PERB proceedings, to amend or change said unit in any way. However, the Association shall have the right to seek clarification by PERB proceedings on any new position not specified in the above unit description. It is further agreed that either party, upon request from the other, will discuss proposed changes in the unit and such changes can be made upon mutual agreement.

B. Employee

The term "employee" generally means any person employed by the District in any capacity, including unit members. The term "personnel" in some contexts means the same thing. The term "employee" may also, depending upon context, be used interchangeably with the term "unit member."

C. District

The term "District" means the Board of Education of the San Luis Coastal Unified School District and its administrative staff and its agents and representatives.

ARTICLE II

RETAINED DISTRICT RIGHTS

A. General Provisions

This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as: (1) expanding the rights of the District beyond statutory and constitutional limits; (2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or (3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also, it is recognized that many of the following matters fall within the scope of the Association's consultation rights under Article III; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

Subject to the foregoing qualifications, it is agreed that all matters which are beyond the scope of negotiation in Government Code Section 3543.2, and also all matters, powers and rights which are not limited by the terms of other Articles of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to: (1) determine the legal, operational, geographical, and organizational structure of the District; (2) determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements posed by law or by funding sources as a condition of receiving funds; (3) determine all budget matters and procedures, including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement; (4) determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each of such properties; (5) determine the duties and services to be rendered to the public and the services to be rendered to the District personnel in support of the services rendered to the public; methods, frequency and standards of services; performance standards (subject to the procedures of Article VII, Evaluations); job content and qualifications; and the personnel, supplies, materials and equipment to be used in connection with such services; (6) determine, to the extent permitted by the Education Code and subject to the provisions of Article XVIII.A, the utilization of persons not covered by this Agreement to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel; (7) determine (subject to Article III-G, Consultation) the educational policies, procedures, objectives, goals and programs, including those relating to curriculum, textbook selection, pupil placement, guidance, grading, testing, records, pupil conduct and discipline, and extracurricular and co-curricular activities; (8) select, classify, direct, utilize, promote, demote, discipline (subject only to Article VIII, Discipline), lay off, and terminate any personnel of the District, subject to Education Code restrictions upon same, (9) assign employees to any location (subject to Article XI, Transfer Procedures), and also to any facilities, classrooms, activities, academic subject matters, specialties, departments and grade levels; (10) determine staffing patterns, including but not limited to the number of employees; (11) determine the job classifications and the content and qualifications thereof; (12) determine equal employment policies and programs; (13) determine the dates, times and hours of operation of any District facility, function, service or activity, and the assignment of paid duty days beyond the regular work year (subject to Article VI, Hours); (14) determine safety and security measures

for employees (subject to Article XIII, Safety Conditions), students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters; and (15) determine the rules, regulations and policies for all employees, students, and the public (subject only to the limitations of the other Articles of this Agreement).

B. “Determine” Defined

It is understood that the right to “determine” as used in Section A above includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters, and includes the effects of the exercise of such rights.

C. Non-enumerated Rights

The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District’s rights. The exercise of any right reserved to the District in this Article in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District’s right or preclude the District from exercising the right in a different manner.

D. Exclusion from Grievance Procedure

It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance provisions set forth in Article IV. Provided, however, that nothing contained herein shall be construed to prevent the filing of grievances (pursuant to Article IV) contending that the District has violated an express term of some other article of this Agreement which has not by its own terms been excluded from the grievance procedure.

ARTICLE III

ASSOCIATION RIGHTS

A. Right to Represent

The Association shall have the right to represent the unit members in grievance matters as provided in Article IV, and also in any disciplinary or discharge proceedings.

B. Right to Associate

The District and Association recognize the right of unit members to join and participate in lawful activities of the Association consistent with the other terms of this Agreement, and the equal alternative right of unit members to refuse to join or participate in Association activities.

C. Rights of Access, Communication, and Use of Facilities

The Association shall have the right of access at reasonable times to areas in which unit members work, the right to use bulletin boards, mail boxes and other means of communication, subject to reasonable rules and regulations, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Act, as follows:

1. Access: Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator. Such visits shall not cause any interruption to the school program.
2. Communication: The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. The Association shall be entitled to the use of mailboxes for communication to employees regarding matters which involve the Association. Such communications shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications. No cost or legal liability shall be imposed on the District for such communication.
3. Use of Facilities: The Association may use school facilities for meetings either before or following employees' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or they are otherwise unavailable for use. Such meetings shall not interfere with the services of the employees or the school program.

D. Board Agenda

The District shall provide to the Association one (1) copy of the Board agenda and minutes of the prior Board meetings in advance of each Board meeting.

E. Employee Names

The District shall provide the Association with names, addresses, telephone numbers and site assignments of all new unit members no later than September 15 of each school year, and of all unit members employed after September 30 of each year within thirty (30) days of employment.

F. Access to Information

Non-confidential information pertaining to employment relations will be made available upon reasonable request to the Association. The Association will make available to the District upon reasonable request Non-confidential information it may have pertaining to employee relations. All requests for such information will be directed to the Superintendent or designee.

G. Consultation Rights

The Association has the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. Such consultation shall commence upon request, and the District shall not effectuate District-wide changes in such matters without first giving the Association an opportunity for discussion and good faith consideration of Association interests expressed in such discussions. The District may in its discretion also consult with the Association on any other matter.

H. Released Time

The Association President/designee may use up to twenty (20) days of released time per school year for Association business. In addition, the members of the Executive Board of the Association may each use up to five (5) days of released time per year for Association business, and the members of the Association Bargaining Team may each use up to five (5) days of released time per year for purposes of negotiations preparation. All of the above released time shall be without loss of pay to the employee; however, the Association will reimburse the District for the cost of any substitute required.

The Association Bargaining Team may also use released time for face-to-face negotiations with the District. The Association's bargaining team shall not exceed six (6) members. The Association is not required to reimburse the District for the cost of substitutes obtained for released time for face-to-face negotiations.

The Association President shall be entitled to be released from his/her regular duties on a 20% basis, at the District's cost. One of the purposes of the release time shall be to proactively address issues of concern between the Association and the District. To that end, the Association President and the Superintendent shall agree upon a regular meeting schedule between the Association President and designated District administrators. Unless the parties agree otherwise, the Association's entitlement to Presidential release time at District cost shall sunset on June 30, 2016.

I. Collaborative Resolution Team Meetings

The District Superintendent and the Association President shall each appoint an agreed upon number of members to a Collaborative Resolution Team (CRT) to address District-wide policy or practice issues of concern. CRT meetings shall be calendared monthly on an annual basis so that meetings are scheduled in advance to address District-wide policy or practice issues of concern as they arise. The CRT shall meet promptly when meetings are requested. The District Superintendent and the Association President shall determine if the meetings are, in fact, needed, as well as the CRT composition, the number of people to attend the CRT meetings, and the content of the meetings. The purpose of the CRT is to address issues of District-wide policy or practice on a proactive basis.

ARTICLE IV

GRIEVANCE PROCEDURES

A. Definitions and General Provisions

1. Grievance Defined: A “Grievance” is defined as a statement by a unit member, or by the Association on behalf of one or more unit members, that the District has violated an express term of this Agreement and that by reason of such violation the unit member’s rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of this procedure; also excluded are those matters so indicated elsewhere in this Agreement. The respondent in all cases shall be the District itself, rather than any individual administrator. The Association may grieve on its own behalf only with respect to alleged violations by the District of rights expressly reserved to the Association in this Agreement. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. If a unit member believes that the District has violated a provision of this Agreement, he or she should continue to follow the direction of the administrator while processing the grievance.
2. Confidentiality: The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to grievances. In order to encourage a professional and harmonious disposition of complaints, it is agreed that from the time a grievance is filed until it is processed through the final step of these procedures, neither the grievant or the Association nor the District should make public either the grievance or evidence regarding the grievance.
3. Representation Rights: The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings (except that such representation will normally not occur at the informal level), and administrators shall be entitled to invite other members of management to grievance meetings if the grievant is accompanied by a representative. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance beyond the informal level until the Association has received a copy of the grievance and the proposed resolution, and has been given an opportunity to state in writing its view on the matter.

B. Informal Level

Before filing the formal written grievance, the grievant shall make a reasonable attempt to discuss and resolve the matter by means of an informal conference with the immediate administrator. Such a conference shall normally be limited to the grievant and immediate administrator; however, if the grievant feels that he or she cannot make such an attempt without a representative or other advisor being present, he or she may be accompanied by such a person. If this occurs, the administrator may invite another management representative to attend.

C. Formal Steps

1. Step One: Within twenty (20) working days* after the grievant knew, or reasonably should have known, of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator.

The written grievance shall fully state the facts surrounding the grievance and identify the provisions of this Agreement alleged to have been violated, the circumstances involved, the decision (if any) rendered at the informal conference, and the remedy sought. The statement will be signed and dated by the unit member(s) or by an Association Representative on behalf of the unit member(s). A meeting with the grievant and immediate administrator will be arranged to review and discuss the grievance at a mutually agreed upon time. Such meeting will take place within five (5) working days from the date the written grievance is received by the immediate administrator. The immediate administrator will give a written reply by the end of the fifth working day following the date of the meeting, and the giving of such reply will terminate Step One.

2. Step Two: If the grievance is not settled in Step One, the grievant may present the grievance to the Superintendent or his designee within five (5) working days after the termination of Step One and a meeting will be arranged to review and discuss the grievance. Such a meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or his designee. A written decision shall be rendered by the Superintendent or his designee within five (5) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Association and such delivery shall terminate Step Two.
3. Step Three: If the grievance is not settled in Step Two, and the Association desires to proceed further, it shall within ten (10) working days after the termination of Step Two, so notify the District. Within the ten (10) working days following such notice, either the Association or the District may, by notice to the other, cause the matter to be submitted to mediation. If neither party requests mediation, then Step Three is deemed terminated. If mediation is requested, the parties shall contact the State Mediation and Conciliation Service for the assignment of a mediator and schedule the mediation. Unless mutually agreed otherwise, the completion of the mediation process without an agreement shall terminate Step Three.
4. Step Four. Grievances which are not settled at Step Three and which the Association desires to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Three. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

* A “working day” is a day in which the District central office is open for business, except days which fall during the winter or spring break.

D. Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the District receives the written notice of the Association's desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said ten days, the parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will then be selected from such list by alternate striking of names, with the choice of first strike determined by coin toss.

E. Determination of Arbitrability

If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable continuance between such a ruling and any further proceedings which may be necessary. The District may also, at its option, have such a claim heard without prejudice along with the merits of the case. If the District should instead choose to refuse to proceed to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

F. Limitations upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy, if any. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties, and upon arguments presented in briefs.

The function and purpose of the arbitrator is to rule on any question of arbitrability (if submitted), determine disputed interpretations of terms actually found in the Agreement, determine the facts in dispute, and determine appropriate remedies (if any). The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detraction or revision) of the written terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

G. Arbitrator's Decision

The decision of the arbitrator within the limits herein prescribed shall be deemed final and binding on all parties.

This grievance and arbitration procedure is to be the unit members' and Association's sole and final remedy for any claimed breach of this Agreement.

H. Expenses

All fees and expenses of the arbitrator shall be borne by the “losing” party (as determined by the arbitrator if the final result is mixed). However, in discipline arbitrations under Article VIII the arbitrator’s fees and expenses shall be split equally between the District and the Association. Each party shall bear the expense of the presentation of its own case, with the exception of release time which shall be provided in Part J of this Article.

I. Effect of Time Limits

If the grievance is not processed by the grievant and the Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next step.

J. Reasonable Release Time for Processing Grievances

Grievance meetings will be scheduled by the District at mutually convenient times and places during District business hours. Normally such meetings shall be scheduled in such a manner that they will not conflict with regular duties. However, when such meetings are scheduled so as to conflict with the unit member’s work hours, reasonable release time (including necessary travel time) without loss of salary will be provided to the grievant and his/her authorized Association representative, if any.

K. No Reprisals

There shall be no threats or reprisals against a unit member for utilizing these grievance procedures or for assisting a grievant in these procedures. The Association itself may file a grievance alleging a violation of this particular provision.

L. Separate Grievance Files

All documents, communications and records dealing with the processing of a grievance will be filed in a separate confidential grievance file located in the personnel office and will not be kept in the personnel file of any of the participants. Access to grievance files shall be limited to administrative personnel who have a legitimate need to have such access.

The grievant and the Association shall be permitted to view any grievance documents which were exchanged between the parties as a part of the grievance procedures, including the grievance itself, the replies at each step, and correspondence between the parties.

M. Expedited Arbitration Procedures

Upon mutual agreement of the District and Association, the parties may proceed to arbitration in any particular case under such expedited procedures as they may determine to be appropriate.

ARTICLE V

WORK STOPPAGE

Independently of any other applicable legal restrictions upon or remedies for strikes and lockouts, the parties hereto agree as follows:

A. No-Strike

The Association and its affiliate the California Teachers Association agree that neither they nor their officers, agents or representatives shall engage in, instigate, or condone any strike, work stoppage, slowdown, or any other concerted refusal to perform assigned duties. In the event of any such activity or threat thereof, said Associations and their respective officers, agents and representatives shall exert their best efforts to discourage and end same.

B. Unit Member's Liabilities

Any unit member engaged in any strike, slowdown or work stoppage of any nature whatsoever in violation of this Article shall receive no pay for the days involved, and shall be subject to discipline pursuant to Article VIII, or termination pursuant to applicable Education Code procedures.

C. No Lockout

The District agrees that it shall not engage in any lockout of the unit members. A lockout is defined as, and limited to, a withholding of the unit members' employment by closing the schools for the purpose of gaining concessions from or resisting demands of the Association; it does not include terminations of personnel, reductions in programs, or any closure of schools due to budgetary necessity, emergency or other similar cause.

ARTICLE VI

HOURS OF WORK

A. Basic Provisions

1. On-Site Obligation. The professional duties of unit members require both on-site and off-site hours of work, and the total time necessary to perform all professional duties will vary from day to day and from unit member to unit member. However, the normal scheduled on-site obligation shall not exceed the following:

Elementary Teachers*	7 hrs. and 10 min., including half-hour lunch
Secondary Teachers	7 hrs. and 40 min., including half-hour lunch
School Librarians	8 hrs., including half-hour lunch
School Nurses	7 hrs. and 40 min., including half-hour lunch
Counselors	8 hrs., excluding half-hour lunch
Psychologists	8 hrs., excluding half-hour lunch
Elementary Music Teachers	7 hrs. and 40 min., including half-hour lunch (annualized)
Special Education Teachers	Shall observe the normal scheduled
Speech/Language Hearing Teachers	on-site obligation of regular
Reading Teachers	teachers
Resource Teachers	

* For the purposes of scheduling, the 6th grade teachers at Los Osos Middle School will follow the secondary schedule also conforming with Article VI.A.3.

2. Elementary Regular Classroom Teacher Instructional Time. Elementary teachers shall have the following instructional minutes annually:

<u>Grade</u>	<u>Annualized Daily Minutes</u>	<u>Annual Minutes</u>
Kindergarten	200	36,000
Grades 1-6		51,744

3. Secondary Instructional Time. Given a regular 7 hour and 40 minute on-site work day for full-time middle school and high school teachers, the District shall reserve three hours of that work day (annualized) for non-teaching activities, unless a school chooses to develop and approve a schedule, as provided below, with less than three hours of non-teaching time. Activities designated as "non-teaching" shall include a 30-minute duty-free lunch, preparation time, and passing periods. Other activities designated as "non-teaching" shall include but not be limited to supervision duties, teacher collaboration, and in-class time where full student attendance is not required.

The Management Teams at high schools and middle schools shall determine the instructional day/year schedule (exclusive of calendar) consistent with the following:

- a. The schedule must comply with District policy and standards, and State and Federal laws and regulations;
- b. The schedule must comply with provisions of this Article and this Agreement;

- c. Teachers shall be teaching students in regular classroom instruction for 280 minutes per day on an annualized average, although minor variances are acceptable if they are necessary to make a particular schedule work;
- d. The schedule must insure compliance with the minimum number of annual instructional minutes per Education Code § 46201 (64,800 minutes for high school and 54,000 minutes grades 4-8); and
- e. To permit the Management Team flexibility to determine the instructional day/year schedule, it may include class sizes that exceed the individual class maximum of 35. If such class sizes are disclosed as part of the plan prior to approval, approval of the plan shall be regarded as automatically satisfying important instructional needs under Article X.D.

The Management Team shall be composed of no less than twelve (12) people, two-thirds of whom shall be classroom teachers with one-half the classroom teachers elected by their associates. Changes in the instructional day/year schedule are subject to approval by a secret ballot majority vote of the site SLCTA members, plus approval by the Board of Education.

If, after all reasonable efforts, the Management Team's proposed instructional day/year schedule remains unacceptable to either the site SLCTA members or the School Board, the instructional day/year schedule at that school shall revert to a six-period day in which teachers teach five regular periods, consistent with the above-described minimum standards.

4. Exceptions to On-Site Obligation. Unit members may leave after the student day has ended and their professional on-site responsibilities as defined in section 5A have been completed rather than necessarily observing the normal minimum on-site hours provided they give notice to the site administrator and school office. "After the student day" means after the end of the last scheduled period at secondary schools; after the individual unit member's class has been dismissed at the elementary schools; and for all other contract unit members, after the last class has been dismissed at the school to which the unit member is assigned, or 3:30 p.m., whichever comes first.
5. Additional Duties Relating to Unit Member's Regular Assignment. Each unit member is responsible for performing duties which are reasonably related to his/her regular assignment, depending upon the educational program and pupil needs. See also sections B, C, and D below, which contain related provisions.
 - a. Professional duties which may routinely require work outside the described normal scheduled on-site hours include:
 - Planning and preparing lesson plans.
 - Selecting materials for instruction.
 - Reviewing and evaluating work of pupils.
 - Conferring with pupils and/or parents.
 - Keeping records.
 - Department and/or grade level meetings.
 - Proper use and control of District property, equipment, material, and supplies. (This is not intended to have any bearing upon the financial

liability, if any, of unit members who are entrusted with District property, equipment, material, or supplies.)

- b. Professional duties under the direction of the site or District administration and required within the normal scheduled on-site hours (excluding lunch) include:
 - Conferences with staff, teacher and parent and/or student.
 - Supervising pupils and activities related to the unit member’s regular assignment.
 - Participating in professional activities related to the unit member’s regular assignment.
 - Participating in staff development programs relating to the unit member’s regular assignment.
 - Other reasonably related duties as assigned.
 - c. Professional duties under the direction of the site or District administration and required beyond the normal scheduled on-site hours include:
 - Participating and supervising Back-to-School, Open House, information nights, and graduation.
 - Attendance at faculty meetings—There shall be no more than two per month which require attendance beyond the normal scheduled on-site duty hours, and with no single meeting exceeding 75 minutes beyond such duty hours.
6. Additional Duties With Extra Pay. Selected duties beyond the normal scheduled on-site hours and/or regular work year for which additional compensation is provided include:
- a. Assigned or approved curriculum development (creating and/or writing new programs and/or new curriculum) will be paid as follows:
 - If on a day which is not a normal scheduled work day, compensation will be paid based on the unit member’s per diem rate.
 - If on a scheduled work day but outside the normal scheduled on-site hours, compensation will be paid at the teacher hourly rate.
 - b. Participation in District offered inservices and District offered workshops, beyond the normal scheduled on-site hours or on a day that is not a scheduled work day will be paid at the teacher hourly rate.
 - c. Reading Recovery Teacher Compensation
 - (1) Each Reading Recovery teacher shall receive four (4) hours of compensation at his/her per diem rate for each of his/her Reading Recovery students who complete four or more weeks of Reading Recovery lessons. Such payment represents full compensation to the Reading Recovery teacher for all required Reading Recovery services other than the direct delivery of Reading Recovery instruction to students.
 - (2) Reading Recovery teachers who are contracted full-time elementary classroom teachers and who teach Reading Recovery outside of their assigned full-time work schedule shall be compensated at their per diem salary rate for the time spent in direct delivery of Reading Recovery

instruction to students. Reading Recovery teachers who are contracted full-time elementary classroom teachers shall be compensated for 15 minutes of the per diem rate of pay if the student is unexpectedly absent. An unexpected absence is defined as one in which the student fails to appear for the scheduled service without prior notice.

- (3) Reading Recovery teachers who are not contracted full-time elementary classroom teachers, shall be contracted on a pro-rata basis for the time spent in the direct delivery of Reading Recovery instruction to students. If a particular assigned student does not appear for instruction, Reading Recovery teachers will be compensated for the scheduled student time and will be assigned other duties by the site administrator for an equivalent period of time. No teacher shall be eligible for more than a full-time contract. Reading Recovery teachers whose hours exceed a full-time contract shall be compensated per paragraph 2, above.

B. Supervisory and Advisory Duties Beyond Those Relating to a Unit Member's Regular Assignment.

1. Elementary Supervisory and Advisory Duties

Each unit member shall also be responsible for the performance of supervisory and advisory duties in addition to those which are directly related to his or her other regular instructional assignment. Such duties shall be equitably distributed among unit members at the site. Examples are supervising of playground, campus, bus and cafeteria activities, and preparing for and supervising after-school and/or evening events and activities other than those referred to in Section A.5. above.

2. Secondary Supervision Duties Within the Duty Day

Middle and high school classroom teachers (except Continuation Education personnel) may also be assigned pupil supervision duties during their normal on-site hours. Such supervision time is to be used pursuant to the reasonable direction of the site administrator and must be equitably distributed among the teaching staff over the course of the school year.

3. Secondary Supervisory and Advisory Duties Beyond the Normal On-Site Duty Hours

Duties of this kind shall be reasonably and equitably assigned among the staff at the site, with consideration given to the voluntary preferences of individual staff members. Distribution of extracurricular time and assignments are to be based upon a maximum of four-hour time segments with the total not to exceed 14 hours per year.

C. Secondary Preparation Period

Each regular, full-time middle and high school classroom teacher shall be afforded preparation periods equivalent to a class, consistent in length with the master schedule cycle of classes for the site. Preparation periods shall be used for professional, job related work including preparation for classes, preparation of teaching materials, and conferences with administrators, staff, counselors, students and parents. During the scheduled preparation period, unit members shall not normally be expected to perform pupil supervision or classroom teaching duties. However, they may be required to do so in emergencies, or where another unit member is absent and no substitute is readily available to cover the assignment or when needed to cover for a teacher who is engaged in

assigned athletic or other extra-curricular activities. The affected unit member shall be paid for such duties at the teacher hourly rate. Reasonable effort shall be made to limit the number of such assignments, and such assignments shall be reasonably distributed to the extent individual schedules permit.

D. Elementary Preparation/Conference Supervision Time

Within the normal scheduled on-site obligation of regular, full-time elementary classroom teachers, all time not scheduled for classroom instructions, recess or lunch shall be devoted to the performance of non-classroom teaching duties, preparation, conferences with pupils, parents, staff and administrators, and the supervisory and other duties indicated in Section B of this Article.

The District shall provide each full-time regular classroom teacher of grades 4-6 preparation time of 150 minutes per week. The District shall provide each full-time regular classroom teacher of grades 1-3 preparation time of 100 minutes per week. Preparation time lost as a result of minimum days, holidays, and non-student days shall not be the responsibility of the District, excepting that, on minimum days, a modified preparation schedule will be maintained so that over the course of the year, the preparation time on such days is distributed equitably. The District shall avoid scheduling meetings during this time, as it has been allocated primarily for individual preparation. Continuation of these additional elementary preparation periods within the student day is contingent upon the District retaining its “Basic Aid” financial position. Regarding parent conferences, unless a parent requests otherwise, the second such meeting each year for students in grades 4-6 shall be optional for those students who are performing at least a B average level with no grades of D or F and no unsatisfactory conduct problems.

E. Duty-Free Lunch

During the 30-minute uninterrupted duty-free portion of the lunch period, unit members will not be expected to perform pupil supervision or classroom teaching duties, except when their services are needed in emergency situations which could not normally be anticipated.

F. Work Year

The total number of mandatory assigned duty days for bargaining unit members shall be 186, composed of 180 instructional days, three (3) days of mandatory staff development; one (1) bargaining unit member “set-up” day; one (1) bargaining unit member “take down” day; and one (1) non-instructional bargaining unit member duty day. No mandatory meetings will be held on the “take down” or “non-instructional” duty days. Mandatory meetings on the “set-up” day shall not exceed 2.5 hours. The District shall be responsible for the planning and implementation of the staff development days, with input from the Association.

Elementary teachers will not be required to attend any meeting, workshop, or in service for longer than 15 minutes during the week prior to elementary parent conferences and the week of elementary parent conferences. Secondary teachers will not be required to attend any meeting, workshop, or in service for longer than 15 minutes during the week prior to secondary finals and the week of secondary finals. These weeks shall be declared *Focus Weeks*.

By banking minutes, elementary schools will be dismissed at 1:00 p.m. during parent conference weeks. During the week prior to the first parent conference week there will be a full student-free day. Prior to the second parent conference week, there will be two minimum days for preparation for these conferences. Dismissal on these two days will be at 1:00 p.m.

Commencing on or about November 1 each year, a Superintendent’s Committee (Calendar Committee), consisting of two administrators, two teachers appointed by the Association, and other advisory members as approved by both, shall develop potential school year calendar proposals for the following year or years. No later than December 1 a calendar shall be recommended to the Board of Education for approval. No year round calendar or a modified/traditional intersession) calendar shall be implemented without the negotiated approval of the Association.

The District reserves the right to change those schedules in the event of emergencies such as fire, flood or epidemic, governmental action such as declaration of holidays or school closing, or for any other extraordinary condition. Whenever practicable, the District shall consult with the Association about such changes.

G. Hourly Personnel

The foregoing provisions A through F are not applicable to hourly personnel.

One hour of preparation time for each day worked will be allowed for full-time hourly employees working at PathPoint, Achievement House, and Casa de Vida. In addition, unit members at Achievement House, PathPoint, and Casa de Vida who are directed to attend a staff meeting outside of their regular scheduled work and preparation hours shall receive one hour’s pay for such attendance.

PathPoint, Achievement House, and Casa de Vida personnel who are regularly assigned more than eighteen (18) hours per week shall receive the following paid holidays (paid the same as their normal assignment would yield for that day), provided they were in paid status on the working days immediately preceding or succeeding the holiday:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day through New Year’s Day
(either 5, 6, or 7 days, depending upon calendar)
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Good Friday
- Memorial Day

PathPoint, Achievement House, and Casa de Vida teachers who are regularly assigned more than eighteen (18) hours per week shall accrue 5/12 of a day of paid vacation for each month (up to 5 days annually) in paid status during the first two years of employment. Thereafter, they shall accrue 10/12 of a day of paid vacation for each month (up to 10 days annually) in paid status. In addition, a longevity increase of additional vacation days (up to 17 days annually) shall accrue according to the following schedule. Accrued vacation may be utilized at the mutual agreement of the unit member and the District.

Years 1 and 2	Up to 5 vacation days
Year 3	Up to 10 vacation days
After three years of service	11 vacation days per 18+ hours/week
After six years of service	12 vacation days per 18+ hours/week

After nine years of service	13 vacation days per 18+ hours/week
After twelve years of service	14 vacation days per 18+ hours/week
After fifteen years of service	15 vacation days per 18+ hours/week
After eighteen years of service	16 vacation days per 18+ hours/week
After twenty-one years of service	17 vacation days per 18+ hours/week

Unit members who teach mandated classes for the Adult School will be paid at the teacher hourly rate. Teachers of non-mandated classes whose enrollment exceeds the minimum paid registration requirements will be paid at the teacher hourly rate. Teachers who teach non-mandated classes whose enrollment has not met minimum enrollment requirements may, if both the District and the teacher agree, teach the course and be paid an amount equal to 80% of the total registration fees paid for that class. Also, the District and a teacher of a non-mandated class may in their discretion agree to a rate of pay in excess of the teacher hourly rate.

H. Special Education Supplemental Supports

The District’s administrative procedure and form for requesting special education supplemental supports are attached as Appendix H to this agreement. The purpose of attaching the procedure and form to the agreement is to better communicate its existence to bargaining unit members. The District’s special education supplemental support procedure and form shall not be subject to negotiations and the grievance machinery of the collective bargaining agreement. The District retains its management prerogative to change its procedure and form without negotiations.

I. School Nurse Work Calendar

During March of each school year, the nurses shall develop and submit a proposed work calendar for approval by the District. The District shall retain the final right to assign work days to all nurses for the upcoming school year, including ESY for the upcoming summer, following consultation with these unit members.

J. Elementary Teacher Collaboration Time (TCT)

- a. TCT shall be for teacher collaboration and shall be scheduled within the teacher duty day.
- b. TCT shall be used only for department meetings, grade level meetings, interdisciplinary meetings, cross-grade level meetings, staff development activities, improvement planning, preparing assessments, analyzing data, and designing instructional strategies as a group.
- c. Notwithstanding the definition of TCT in 2b) above, 25% of TCT may be used by teachers for preparation annually.
- d. Fifty-five percent (55%) of TCT shall be directed by classroom and itinerant teachers.
- e. Twenty percent (20%) of TCT shall be directed by site administrators.
- f. TCT schedules shall be determined at individual school sites.

ARTICLE VII

EVALUATION PROCEDURES

A. Evaluation Frequency and Time Lines

1. There shall be a formal written evaluation for unit members new to the profession or the school district (Probationary Certificated Employees) twice each year. These unit members shall be referred to as “Track 1” employees. The first evaluation shall be completed by December 15 and the second evaluation shall be completed no later than thirty (30) calendar days prior to the last student instructional day.

Unless the unit member is designated to receive targeted or intensive assistance, as described below, permanent unit members shall be designated as Track 2 employees.

Track 2 employees shall be formally evaluated at least once every other year unless the Track 2 employee meets the requirements of the law that allows for less frequent evaluations and the Track 2 employee and the evaluator agree to reduce the frequency of evaluations. Education Code 44664(a)(3).

In any year in which Track 2 employees are not subject to a formal evaluation, the Track 2 employee will participate in a self-directed process.

2. For Track 2 employees who meet the requirements of the law that allows for less frequent evaluations, the evaluator and the unit member may agree to reduce the frequency of evaluations from once every two years to once every three years. Either the Track 2 employee or the evaluator shall have the right to withdraw consent at any time.
3. For Track 2 unit members, final written evaluations shall be finalized during a meeting held between the unit member and the evaluator to discuss the evaluation not later than thirty (30) calendar days before the last student instructional day.
4. Unit members designated as Track 3 employees shall be evaluated no sooner than the 90th school day of the subsequent school year, or earlier by mutual agreement.
5. For unit members designated as Track 4 employees, a minimum of two written evaluations shall be completed during the school year as determined by the improvement plan, but no later than 30 calendar days before the last student instructional day.
6. Unit members employed as temporary certificated employees new to the District shall be evaluated as Track 1 employees. Unit members employed as temporary certificated employees who have worked in the District at least two years shall be evaluated as Track 2 employees.

B. Evaluators

1. The evaluator of each unit member shall be that unit member’s principal or immediate supervisory administrator, unless the Superintendent determines otherwise.
2. Unit members shall not participate in the evaluation of other unit members.

3. Evaluators shall have successfully completed calibration training in using the District’s prescribed evaluation system (as approved by the Evaluation Committee). Recalibration shall be completed at least every two years.

C. Evaluation Rating and Track System

1. Unit members shall be rated as performing in one of four categories: “Distinguished,” “Proficient,” “Basic,” or “Unsatisfactory.”
2. Track 2 unit members who receive an “Unsatisfactory” rating in one or more components shall be designated “Track 3” employees. Track 2 unit members who receive two or more “Basic” ratings in any single domain, or a majority of “Basic” ratings overall, shall also be designated “Track 3” employees. Track 3 employees who show evidence of a persistent lack of progress or improvement in the targeted components shall become Track 4 employees.
3. All Track 4 designations shall be approved by the Director of Personnel Services.
4. All permanent unit members not designated as Track 3 or 4 employees shall be considered Track 2 employees.
5. The Evaluation Matrix and SMART Cards are incorporated herein by reference. These documents, evaluation forms, and rubrics shall all be made available to employees in electronic format in a location accessible to all certificated employees. No changes shall be made to any of these documents without the approval of the Evaluation Committee.

D. Remediation Assistance for Track 3 and Track 4 Employees

1. Track 3 employees shall receive targeted assistance for improvement. Track 4 employees shall receive intensive assistance for improvement.
2. If the evaluator determines that a Track 3 employee has shown evidence of sufficient progress or improvement, that unit member will be returned to Track 2 with a formal evaluation cycle beginning in the subsequent school year. If the evaluator determines that a Track 3 employee has not shown evidence of having made sufficient progress or improvement to return to Track 2, that unit member may be retained as a Track 3 employee receiving targeted assistance or they may become a Track 4 employee receiving intensive assistance.
3. All Track 4 designations shall be approved by the Director of Personnel Services.

E. Evaluation Content

1. Evaluations shall be based on the District’s adopted Frameworks for Professional Practice applicable to that unit member. For unit members who work as classroom teachers, the four domains shall be “Planning and Preparation,” “Classroom Environment,” “Instruction,” and “Professional Responsibilities.” The domains and components may change as determined by the District’s Evaluation Committee.
2. Unit members who do not work as classroom teachers (e.g., counselors, nurses, library media specialists, instructional specialists, school psychologists, and therapeutic specialists) shall be evaluated using the domains and components applicable to that unit member’s duties.

3. Track 1 employees shall be evaluated in all domains using eight (8) components selected by the evaluator (3 each from domains 2 and 3 and one each from domains 1 and 4).
4. In a formal evaluation year, Track 2 employees shall be evaluated in at least two domains. Track 2 employees shall select two components, the evaluator shall select two components and the Track 2 employee and the evaluator shall jointly select one other component so that five (5) components are used as the basis for each evaluation.
5. In their self-directed year, Track 2 employees shall select at least one component from any domain (for goal-setting purposes only as no formal evaluation will occur in that year).
6. Track 3 and Track 4 employees shall be evaluated in those domains and components in which the employee was rated below proficient in the previous evaluation.

F. Records, Personnel Files and Evaluation Conferences

1. A copy of all written evaluations shall be given to unit members during the time frame in which the evaluation is conducted and discussed.
2. Unit members shall sign completed evaluation forms to acknowledge that the unit member has read the evaluation.
3. If the evaluator requests the Superintendent or designee to be present during the evaluation conference, the unit member may request an Association representative to be present. If the unit member disagrees with any part of the evaluation, the unit member may attach a statement of disagreement, and such statement, if attached, will become part of the unit member's personnel file.
4. Materials in personnel files of the unit members shall be made available for the inspection of the unit member upon request.
5. The following confidential file material is not to be made available for inspection: ratings, reports or records which a) were obtained prior to the unit member's employment; b) were prepared by identifiable examination committee members; or c) were obtained in connection with a promotional examination.
6. Information of a derogatory nature, except confidential material mentioned in the above, shall not be placed into a unit member's personnel file until the unit member is given notice and an opportunity to review and comment. A unit member shall have the right to attach his/her own comments to any derogatory statement entered into the unit member's personnel file.
7. A unit member's review of his/her personnel file shall take place during normal business hours, and the unit member shall be released from other than classroom duties or the primary duties of the position for this purpose without salary reduction.

G. The Effect of Evaluation on Other Proceedings

1. Terminations, suspension, discipline and non-reelection of unit members may be undertaken pursuant to applicable Education Code provisions and independently of the evaluation and PAR procedures of this Agreement. Disputes regarding termination, suspension, and discipline procedures applicable to permanent unit members, and all non-

reelection and release procedures and decisions regarding probationary and temporary unit members, shall be processed as required by law and shall not be subject to the grievance/arbitration provisions of this Agreement.

2. Non-substantive procedural errors by the District in administering this Article shall not constitute grounds for setting aside any termination or non-reelection of unit members.

H. Compliance with Law/Grievance Standards

1. The District shall implement evaluation standards and practices that meet all requirements of law as those legal requirements may change from time to time. If a conflict develops between the District's evaluation standards and practices and the law, the parties shall immediately meet and, to the extent required by law, negotiate changes to this Article to ensure compliance with the law.
2. If any conflict develops between the Article and the District's documents that implement its evaluation procedures, the provisions of this Article shall prevail. However, if such a conflict develops, the parties shall immediately refer the matter to the Evaluation Committee to resolve the conflict. Any changes to this Article are subject to ratification by both parties.
3. The District retains the responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article may challenge the substantive content, assessment techniques, or evaluation ratings determined by the evaluator or District, nor may a grievance be used to contest the judgment of the evaluator. Grievances shall be limited to a claim that the procedures of this Article have been violated or applied in an arbitrary or capricious manner.

I. Evaluation Review Procedures

1. An Evaluation Committee composed of six (6) administrators and six (6) unit members shall be maintained. Each party shall be responsible for appointing its own members. The number of members may vary with the consent of both the Association and the District.
2. The Evaluation Committee shall meet at least annually to review the evaluation system for certificated employees and school administrators and , if necessary, suggest changes.
3. Recommended changes to the evaluation system that conflict with this Agreement shall be subject to approval by both the District and Association through the District's standard negotiation procedures.
4. Unit members serving on the Evaluation Committee shall be entitled to release time for days actually served working on the Committee. If the Evaluation Committee elects to meet on an unscheduled work day (e.g., spring break or the summer), participating unit members shall receive their per diem rate of pay.

ARTICLE VIII

DISCIPLINE

A. General

1. Disciplinary actions by the District shall be intended as a corrective measure.
2. No unit member shall be subject to discipline, warnings, reprimands, or suspensions without pay (15 working days maximum) except for just cause, and in accordance with principles of progressive discipline consistent with the nature of the offense.
3. The purpose of progressive discipline is to ensure that the employee is aware of the District's expectations so that there is a reasonable opportunity to conform conduct to those expectations and avoid disciplinary action. For example, the problem of tardiness normally lends itself to full progressive discipline because any one incident is minor and it is only when a pattern appears, and then does not improve after notice, that the situation justifies disciplinary action. On the other hand, situations such as child abuse or violation of corporal punishment prohibitions, or intentional violation of a specific and reasonable administrative directive, do not require progressive discipline because the expectations and possible consequences are clear at the time the conduct occurs.
4. Full progressive discipline, for each separate and similar infraction, consists of at least one oral notice first, then a written reprimand and then suspension without pay. An oral notice should make it clear that the matter or problem identified could, if repeated, be cause for further action.
5. For cases involving discipline short of suspension, and where full progressive discipline is being utilized, the responsible administrator may impose discipline without prior District level review. However, if in the view of the responsible administrator, the nature of the offense justifies omitting one or more step(s) of progressive discipline, or if the proposed penalty is a suspension without pay, there shall be no discipline imposed until the responsible administrator has reviewed the matter with the Director of Personnel or designee and until the unit member (and unit member's representative if requested) has been given the opportunity to be heard by the Director of Personnel or designee. However, in an emergency situation demanding prompt action an immediate suspension may be imposed with the administrative review to occur as soon as possible thereafter.
6. Unit members shall, upon request, be entitled to Association representation at any meeting which is likely to result in any disciplinary action against the unit member. The administrator shall advise the unit member of this right, in advance of the meeting. However, unavailability of such representation shall not unreasonably delay imposition of discipline.
7. All disciplinary actions, investigations, appeals and related proceedings shall be conducted in an atmosphere of confidentiality.
8. Specific additional provisions governing disciplinary actions are set forth in Sections B and C below.

B. Reprimands and Warnings — Notices, Rebuttal, and Review

1. A written reprimand and/or warning shall provide the following information:
 - a. A statement of the cause(s) for the reprimand and/or warning, including the specific acts or omissions upon which the cause(s) is (are) based;
 - b. A statement advising the employee of his/her right to be represented, right of rebuttal, and right to appeal to the Director of Personnel or designee, or to the Superintendent or designee if the Director of Personnel has previously reviewed the case as provided in Section A; and
 - c. A statement advising the employee as to whether the District intends to place the reprimand and/or warning in the employee's personnel file.
2. The employee may attach a statement of rebuttal which shall be permanently attached to the reprimand and/or warnings. In addition, the employee may appeal the reprimand/warning by providing a copy of the reprimand/warning and rebuttal to the reviewing administrator (or designee) within ten (10) work days from the date of receipt of the reprimand. The reviewing administrator (or designee) shall respond in writing to the Appeal within ten (10) days from the date of receipt of the appeal, and this response shall be attached to the reprimand. The reviewing administrator shall have the right to affirm, affirm with modification, or withdraw the reprimand/warning. Warnings and Reprimands are not subject to challenge in the grievance and arbitration procedures of Article IV, except in the context of a subsequent suspension predicated in part upon the prior warning/reprimand.

C. Suspensions — Notices, Rebuttal, and Review

1. Notice of suspension shall provide the following information:
 - a. A statement of the cause, including the specific acts or omissions upon which the cause(s) is (are) based;
 - b. The date(s) upon which the suspension is to be imposed; and
 - c. A statement advising the employee of his/her right to representation, right of rebuttal, right to prior administrative review (see Section A above), and right to subsequent grievance review under Article IV.
2. Any days of suspension imposed in excess of one (1) day shall not be implemented until completion of grievance procedures, if any.
3. Grievances challenging suspensions must be filed within ten (10) working days after issuance of the above Notice of Suspension, and shall be initiated directly at the level of arbitration under Article IV, bypassing all prior steps. Because the Association controls access to arbitration, any such grievance is subject to Association approval.

D. Limitations and Files

Records relating to discipline imposed shall be removed from the unit member's personnel file after four (4) years have passed without repetition of the same or similar conduct, so that the record will not influence decisions such as promotions or transfers. Such records may be retained

by the District in a separate disciplinary file or log, limited to usage in the event that reference is needed for future discipline. Such a separate file shall contain only such expunged material.

E. Relationship to Other Proceedings

1. This Article is intended to supplant the District’s right to suspend employees under Education Code Section 44934, but nothing in this article shall limit the District’s right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the other provisions of the California Education Code (including but not limited to Section 44939 et seq.), nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.
2. Proceedings under this article may be undertaken independently of the Evaluation Procedures of Article VII.

ARTICLE IX

LEAVES OF ABSENCE

A. General Provisions

1. A leave of absence is an authorization for a unit member to be absent from active duty for a specific period of time, and for an approved purpose. Although the term “unit members” is used throughout this Article for convenience, only those unit members paid on the Contract Teachers Salary Schedule are eligible to apply for each of the leaves hereunder pursuant to their terms. Hourly paid unit members who are regularly assigned more than 18 hours per week shall be eligible to apply for all paid (but not unpaid) leaves hereunder, with their pay for such leaves the same as their regular pay unless otherwise indicated herein. Hourly paid unit members who are regularly assigned for 18 hours or less per week may qualify for sick leave pursuant to Part B hereof, and may utilize such sick leave for pregnancy-related illness under Section 2 of Part F hereof, but are otherwise not eligible for leaves of absence. A leave guarantees the unit member the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment. A unit member on short-term leave of absence (one year or less) normally will be returned to his or her previous school upon expiration of the leave, unless he or she would otherwise have been transferred. Those on long-term leave have no assurance of being returned to their previous school.
2. The credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member, or the leave terminates.
3. While on a leave of absence designated as “paid,” “without loss of compensation,” “with full compensation” or the like, unit members shall, unless otherwise provided herein, continue to receive their regular contract wages, fringe benefits, and retirement service credit, subject to the provisions of Articles XIV and XVI (Salary and Fringe Benefits). Those who are granted an unpaid leave of absence shall continue to receive their health and welfare coverage for the balance of the monthly pay period in which the leave commences. Thereafter, unless covered by Family Care and Medical Leave, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District. Apart from this benefit, the unit member shall receive no wages, fringe benefits or retirement service credit during the duration of the unpaid leave.
4. With respect to the permissive leaves of this Article (i.e., those which use terms such as “the District or Board ‘may in its discretion’ grant the leave”), it is the intention of the parties that the District retain sole discretion in authorizing or denying such leaves and that District decisions regarding such leave requests are not to create precedents or binding past practices. It is understood that the District is to have substantial leeway in granting or denying such leave requests, and that a denial of such a leave is grievable only on grounds that it was arbitrary or capricious.
5. “Member(s) of the immediate family” as used in this Article shall mean the parent, spouse, child, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, guardian of the unit member or of the spouse of the unit member with whom the unit member has lived or other person(s) living in the home of the unit member. (Refer to paragraph L of this Article.)

6. A unit member who cannot report to work shall call the automated substitute system in the Personnel Office which is available 24 hours a day, 7 days a week. Adult Education teachers are to follow reasonable procedures established by that office.
7. The unit member is responsible for notifying the work location by 2:30 P.M. when planning to return to work the following day. If the unit member fails to do so, and both the unit member and the substitute report to work, and the substitute is not reassigned, the returning unit member shall resume his/her duties, but will be charged for the cost of the substitute. It is understood that the District has no obligation to reassign the substitute in such circumstances.
8. The parties have agreed that the rights of the District and of the unit members with respect to such matters as District-initiated leaves on account of physical or mental disability, absences without leave, abuse of leave privileges, and failure to return from leaves are not to be addressed in this Article, unless so indicated by the express language; the District and the unit members reserve whatever legal rights and obligations they may have with respect to such matters, and any disputes regarding such matters are not subject to the grievance procedures of Article IV.

B. Personal Illness or Injury Leave

1. Definition: Sick leave is defined as absence from duty because of illness, injury, or quarantine of the unit member; it shall be used only for said purposes unless otherwise provided in this Agreement.
2. Annual Amount: Twelve (12) days of sick leave credit shall be granted annually, cumulatively without limit, to full-time regular unit members employed for the full regular school year. Sick leave for those serving full time for less than the full school year shall be prorated.

Unit members paid on an hourly basis are eligible for sick leave, in which case it shall be accrued and charged on the basis of one hour of sick leave for every 18 hours of work.

Sick leave for part-time unit members paid on the Contract Teachers Salary Schedule shall be accrued and charged at a daily rate proportional to that which their salary bears to full salary at the applicable step of said schedule.

Unused sick leave shall be accumulated without limitation.

3. Usage During Summer School: No sick leave is earned or accrued during summer school; however, unit members employed for summer school may utilize sick leave which was earned or accrued during the regular school year. Such benefits shall be payable at the regular summer school rate of pay and charged against the unit member's sick leave on the basis of one-half day of sick leave for each day of summer school absence.
4. Amount Paid: The unit member shall receive full salary during absence chargeable to sick leave for the time of his/her accumulated and credited sick leave.
5. Use in Advance of Accrual: Allowable sick leave credit for any one school year need not be accrued prior to being taken by the unit member during said year. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from the final check.

6. Differential Pay: After sick leave credit has been exhausted the unit member shall be paid, for additional absences due to illness or accident, the difference between the unit member's regular pay rate and the substitute's pay rate, whether or not a substitute is actually employed. Such differential pay shall be limited to five school months from the expiration of accrued sick leave for any one period of absence and for any one school year. If the illness continues over into the next school year, the unit member shall be allowed to use only the balance of differential pay remaining from the previous school year, plus any sick leave credited at the beginning of the next school year.
7. Medical Examinations: The District may require, at no additional cost to the unit member, a medical statement or examination by either the unit member's or the District's physician or licensed practitioner whenever there is reasonable cause to believe that sick leave is being used for other than its intended purpose, or reasonable cause to believe that a unit member is not medically fit to report to work.
8. Return to Service: Rules covering required notice from unit members with respect to commencement and return from sick leave are set forth in paragraphs 6 and 7 of Part A of this Article.

C. Personal Necessity Leave

1. Usage: In any one fiscal year, the unit member may use up to 12 days of current or accrued sick leave for personal necessity for the purposes listed below:
 - (a) Death of an immediate family member which results in a compelling need for the unit member to be temporarily absent for a specific purpose which cannot be attended to except during regular duty hours (e.g., estate executor duty requiring travel);
 - (b) Serious illness of a member of the unit member's immediate family requiring a doctor's care and/or hospitalization, and creating a compelling need for the unit member to be temporarily absent from duty;
 - (c) Accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, creating a compelling emergency need for the unit member to be temporarily absent for a specific purpose which cannot be attended to except during regular duty hours (e.g., house fire, or automobile accident);
 - (d) Appearance in court or other governmental tribunal as a litigant, or as a non-subpoenaed witness who does not qualify for Legal Commitment Leave;
 - (e) Absence for father on the occasion of childbirth, and absence for mother and/or father to meet legal compliance for adoption;
 - (f) Major religious observances;
 - (g) Personal business; except shall not be usable in cases of work stoppage (see Article V). Personal business days are intended for those personal necessity events which cannot be scheduled for non-school days, and are not to be used to provide vacation or to extend holidays. Any personal business days involving three or more consecutive duty days require advance request and prior site administrator approval.

2. Notice Requirements: The unit member shall submit a request for personal necessity leave approval on a District-approved form to the immediate administrator not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. The prior approval requirement shall not apply to reasons a, b, c, or e above but will apply to reasons d, f, and g. When prior approval is not required, the unit member shall make a reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence. The District will respond to requests in a timely manner.
3. Other Provisions: With the exception of the Personal Business Leave where no work stoppage is involved (Item g above), the District reserves the right to review each request and to verify such request by any appropriate means. Unused personal necessity leave entitlement shall not be accumulated from year to year.

D. Industrial Accident Leave

1. General Provisions: All work-related accidents, however minor, should be reported to the immediate administrator as soon as practicable, even though no absence from service is required. When a unit member is compelled to be absent because of injury or illness incurred within the course and scope of assigned duties and which qualifies for Worker's Compensation coverage, the unit member shall receive Industrial Accident Leave. For any such absence, the unit member must file with the immediate administrator the required insurance and claim report forms. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician, at District expense, to verify his/her condition and to evaluate any claims.
2. Duration and Pay: For the first sixty (60) working days of absence for any given injury or illness hereunder, the unit member shall be paid full compensation without use of sick leave credit. During this period, any Worker's Compensation payments shall be endorsed to the District. Allowable leave shall be for not more than sixty (60) days (in any one fiscal year) during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.

After the sixty-day period, the unit member shall keep Worker's Compensation temporary liability indemnity payments and sick leave credit shall be used, pro-rated so that the employee receives total pay at the regular rate while sick leave credit remains. After sick leave credit is exhausted, the difference between the employee's and the substitute's pay rates is paid for five months, the same as for absence due to illness. In no event shall the combination of sick leave plus Worker's Compensation temporary disability indemnity exceed the unit member's normal salary.

3. A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician and, at the District's option and expense, from the District-appointed physician, certifying the unit member's ability to return to normal duties.

E. Bereavement Leave

1. General Provisions: Up to five days of leave of absence, without loss of compensation, will be allowed for the death of any member of the unit member's family.

Leave due to bereavement in addition to the days allowed above may be allowed under the personal necessity provisions of this Article (see Part C above).

2. Limitations on Use: Use of this leave shall commence within seven (7) calendar days from the date of the death of the family member and days used shall be taken consecutively, unless prior written authorization is obtained from the District.

F. Pregnancy, Maternity Disability, and Infant Care

1. Optional Unpaid Portion: The District may grant an unpaid pre-childbirth leave of absence to a pregnant unit member pursuant to the Personal Leave provisions, Part J of this Article, prior to the period of actual disability.

2. Utilization of Sick Leave: During that period of time during which the unit member (including hourly unit members) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to Part B of this Article. This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule that paid leaves can only be taken from active duty (see Part A of this Article).

Unit members who desire leave prior to or following the period of disability referred to in the preceding paragraph may apply for a leave of absence without pay pursuant to Part J of this Article.

3. Physician Certifications: A pregnant unit member who elects not to apply for an unpaid pre-childbirth leave pursuant to paragraph 1 above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The unit member must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician's release to return to active duty.
4. Infant Care Leave: Post-pregnancy infant care leave may be granted pursuant to the Family Care Leave provisions, Part M of this Article.

G. Legal Commitment Leave

1. Jury Duty: Unit members required to serve on jury duty (excluding Grand Jury) shall receive full compensation for such absence from duty, less paid jury compensation. In order to avoid undue disruption of the educational program, it shall be a condition of such paid leave that the unit member, if asked to serve on a trial which is expected to last more than 10 days, use best efforts to confine his/her jury duty to 10 days or less, by asserting hardship to the students and program. In such a case the unit member must also advise the Personnel Office of the problem so that the District can lend assistance.

2. Subpoenaed Witness: Unit members appearing as a witness under subpoena in court other than as a litigant or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the unit member, shall receive full compensation for such absence from duty, less any compensation received by that unit member by virtue of such appearance or testimony.

The Personal Necessity provisions of this Article (see Part C) should be referred to for other legal commitment leave provisions.

H. Military Leave

1. General Provisions: Every unit member in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to and be granted a military leave of absence when required by statute.
2. Compensation: A unit member who has been employed by the District for one calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such required military service.
3. Status of Employee: In the case of a probationary employee, the period of such absence shall not be counted as part of the service required as a condition precedent to the attainment of permanent status.
4. Request Procedure: A written request for military leave, with a copy of the orders attached, shall be submitted to the Personnel Office as soon as the orders are received.
5. Return to District Service: The leave shall terminate, and right to return to District service shall not apply, if the unit member voluntarily requests an extension of his/her original term of enlistment, service, or tour of duty.

I. Professional Leaves

Provisions for professional leaves including sabbatical leaves and District in-service leaves as referenced in the parties' 1991-94 Agreement will continue as stated in the event that a decision is made to activate these leaves.

J. Personal Leave

The Board of Education may, upon application of the unit member and recommendation of the Superintendent, grant a leave without pay to a permanent unit member for a period not to exceed two years (with the exception of items number 8, 9, and 11 below). The employee must indicate in the application the length of the leave and must adhere to the length of the leave as requested without the possibility for extending or shortening the leave period. With regard to leave to serve in a public office, for reasons of ill health, or for infant care leave (items 8, 9, and 11 below), the initial leave request may be for a period of up to one year.

Notwithstanding the above, leaves of less than one semester may be granted.

The following list is illustrative of the purpose of personal leaves:

1. To participate in unpaid exchange teaching programs.
2. To participate in foreign or military teaching programs.
3. To participate in a full-time Peace Corps or Job Corps program.
4. To participate in a travel or work experience program directly related to the individual's discipline. Request for leave for employment in another school district will be denied except as otherwise provided.
5. To study full-time at an accredited college or university in a program that will specifically enhance the individual's teaching effectiveness.
6. To serve as an elected officer of a professional organization at the state or national level.
7. To campaign for a public office for which the employee is a candidate.
8. To serve in a public office.
9. For reasons of ill health.
10. Pregnancy. (See Part F of this Article.)
11. Following the conclusion of any maternity leave, or upon adoption of a newborn infant, a non-paid Leave of Absence may be granted for the remainder of the school year in which the leave becomes effective. If the birth of the child occurs after January 1, the leave may be extended for one additional school year upon written request of the employee and approval of the Board of Education.

If leave is granted, all rights of tenure, retirement, accrued leave with pay, and other benefits provided by law shall be preserved and available to the unit member after termination of the leave of absence, except that salary schedule increment credit will not be granted for time on leave.

K. Personal Business

Absence without pay for urgent personal business, beyond that authorized by Personal Necessity Leave, may be granted by the District. Arrangements for a substitute must be completed before the unit member may consider himself/herself excused.

If such absence for personal business is approved, the salary deducted for each day of absence shall be an amount equal to the annual salary divided by the number of the unit member's assigned working days for the school year.

The Personal Necessity provisions (Part C of this Article) should be referred to for personal business leave with pay.

L. Family Illness

Leave of absence may be granted unit members for absence due to illness or injury of some member of his/her immediate family in cases which do not qualify for, or which extend beyond the limits of, the Personal Necessity Leave (Part C of this Article), if requested by the school principal and/or immediate administrator and approved by the District, not to exceed five (5) days per occurrence. During such leave the unit member shall receive regular compensation less the amount normally paid a substitute employee to fill his/her position during the absence, whether or not a substitute is actually employed.

M. Family Care and Medical Leave

1. The District shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code 12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article.
2. Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee’s child, or the serious illness or health condition of the employee, the employee’s spouse, the employee’s child or the employee’s parents. Leave taken for any of these reasons will be counted against the employee’s annual family and medical leave entitlements. Provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one year of the birth or placement. Also, in these circumstances, if both spouses are employed by the District, the combined total Family Care and Medical leave shall be limited to 12 weeks.
3. For purposes of this section (only), the references to “child” in item 2 above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child (one who is incapable of self-care because of mental or physical disability) for whom the employee has primary caregiving responsibility, and the reference to “parent” includes biological, foster or adoptive parent or any other person who had primary caregiving responsibility for the employee when the employee was a child.
4. The employee must have been employed by the District at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
5. The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days’ advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two business days of learning of the need. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.
6. The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which

the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.

7. To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
8. Subject to the above-mentioned “credit” provisions of paragraph 1 above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
9. If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.
10. Any employee on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for District coverage.

ARTICLE X

CLASS SIZE

The following are to be the teacher-pupil ratios and class-size maximums:

- A. Grades TK-3: The District and the Association agree to a collectively bargained alternative class size ratio to implement the local control funding formula CSR grade span adjustment program. School site average class sizes shall not exceed a teacher-pupil ratio of 1:28, with individual class maximums for single grade classes in TK-3 at 33, and maximums for split-grade classes in K-3 at 30. The school site average ratio of students to teachers shall be calculated as required by State regulations. The parties agree that this negotiated school site average class size limit meets all requirements of law and fulfills the LCFF collective bargaining exception requirements to obtain funding. If state regulations are modified in a manner that causes the District to incur a CSR (Class size reduction) penalty or to lose CSR funds, then the parties agree to immediately meet and renegotiate this provision. This provision shall remain in effect until renegotiated by the District and the Association or, the State of California no longer provides CSR funding, or CSR funding is changed substantially.
- B. Grades 4-6: The overall District teacher-pupil ratio in grades 4-6 shall not exceed 1:28, with individual class maximums of 35 and split class maximums of 33.
- C. Secondary (7-12): Overall District teacher-pupil ratio of 1:28, with individual class maximums of 35.
- D. Classes in physical education and music are exempted from the above restrictions, as are modular and team teaching. However, individual class maximums for elementary physical education and music classes are 70 students. In the event an elementary physical education class exceeds 70 students, an instructional aide will be assigned for that period of time the class is over the 70-student maximum; such aide assignment will be deemed to bring the class size into compliance.
- E. If it appears necessary to exceed the above-stated maximums for a particular class, the principal (or designee) shall consult with the affected teacher and request the teacher's concurrence. If the teacher consents, the situation shall be deemed resolved. If the teacher does not consent, he or she may utilize the grievance procedure. In order to prevail in such a case, the District must demonstrate an exceptional need for its action, such as space limitations, avoidance of an extensive reorganization of the school, or important instructional needs.

ARTICLE XI

TRANSFER PROCEDURES

A. General Provisions

1. Definitions: A transfer is a change from a regular probationary or permanent unit member’s assigned school to another school. However, contract temporary employees who have successfully served five or more years in the same assignment may avail themselves of the voluntary transfer procedures of section C below. Paid extra duty assignments such as coaching shall not cause a particular position classification to be deemed different or separate. Also, changes in the school or area assignments of those who are not normally assigned to a particular site (such as psychologists or nurses) are not deemed transfers hereunder.
2. Non-Transfer Assignment Changes: Grade-level and subject matter changes in assignment at the same site are not “transfers” within the meaning of this Article. However, before making such changes, the site administrator shall notify and consult with the affected unit member(s) and consider in good faith the preferences and alternatives proposed by the unit member(s). If the District reassigns a unit member to a new subject matter or grade level at the same site, and the decision is made and implemented after or immediately before the school year has commenced, the District shall provide one day of release time for the unit member to prepare for this new assignment.
3. Determination of Openings: Subject to the consultation rights of the Association regarding curriculum, the District retains sole discretion to determine staffing patterns, decide what classes are to be formed and taught, and determine whether, when, and where an unfilled position exists. The District also retains sole discretion to determine whether any unfilled position is to be filled on a substitute/temporary contract basis or by a regular probationary or permanent contract employee.* However, once the District determines that it is going to fill such a position with a regular, probationary or permanent employee on either a temporary or permanent basis, the following transfer procedures and limitations are to become applicable.

B. District-Initiated Transfers

1. Definition and Timing: District-initiated transfers are those which are initiated by the District without prior request of the affected unit members. In circumstances involving transfer decisions resulting from program changes, enrollment changes, grade reconfigurations and other general staffing changes, the standards of Part D of this Article apply. As to transfer decisions involving more individualized circumstances, the decisions must be based upon reasonable, program-related considerations, and are not to be based upon arbitrary or capricious grounds.

* This provision shall not constitute a waiver by the Association or by unit members of any rights they may have to enforce, in an appropriate non-contractual forum, statutory restrictions upon the hiring of temporary personnel.

2. Notice and Consultation: In any event, once the District has initiated and made a tentative transfer decision, it shall notify the affected unit member(s), explaining the basis for the decision (in writing, if requested). The unit member(s) shall then be allowed three working days from such notice in which to consider the situation (including the current list of available openings), explore alternatives, state objections, state preferences for other openings, and have such matters considered in good faith by an administrator. The District shall make a reasonable effort to find less onerous solutions to the problem if the unit member disagrees with the proposed transfer. During the summer recess the time for such activity shall be five calendar days rather than three working days. The District may in its discretion extend such time limits.
3. Release Time and Moving Assistance: The District shall provide two days of release time for the unit member to relocate and prepare for the new assignment, or if the unit member opts, the District will compensate the unit member for 8 hours at the teacher hourly rate, and shall upon request, provide assistance in moving the unit member’s materials to the new work site.
4. If a teacher is required and directed by the District to move at the same site outside the duty day, the District will compensate for 8 hours at the teacher hourly rate. No compensation is to be paid if the unit member receives notice of a room assignment change prior to the last 5 days of the unit member’s work year.

C. Unit Member-Initiated Transfer Requests

Unit member-initiated transfer requests are filed with the District as indicated in Parts E and F of this Article. It is understood that in many cases both unit members utilizing this type of request and unit members transferred at the initiation of the District will be considered for the same opening. The standards of Part D control in any case. Unit members who are denied their requested transfers shall upon request be furnished by the responsible administrator with a written statement of reasons therefor, and shall upon request be granted a meeting with the Director of Personnel to discuss the matter. Unit members who desire transfers shall file requests for same with the Personnel Office prior to March 15 of each year, and may request any specific location(s) or positions, even if there are no known openings at the time. All such requests shall automatically expire two weeks before the start of school of the same calendar year. Transfer requests may be amended or withdrawn at any time upon written notification to the Personnel Office.

D. Transfer Standards

In making any transfer, in either a District-initiated (except as indicated in B.1. above) or unit member-initiated situation, the District shall objectively base its decision upon reasonable job-related factors listed below, both when determining whether a particular unit member should be transferred, and when determining the destination of transferred unit members. No transfer decision shall be based upon arbitrary or capricious grounds, or based solely upon disciplinary or punitive considerations. The following factors are not listed in order of priority, and the applicability and weight to be given to any factor will vary according to the circumstances of the particular case:

- District seniority;
- Academic training, major and minor fields of study, experience, credential authorization and legal limitations.

- Stated preferences and particular needs of the affected unit member, including matters of health, child care and transportation;
- Enrollment patterns, curriculum demands, demonstrated instructional strengths, program continuity factors, and contract waivers; and
- Balancing of staff with respect to experience, special skills and talents.

Unit members requesting a transfer who do not receive an available position will be advised (by the site administrator and/or Director of Personnel), at the unit member's request, as to why the transfer request was not granted.

E. List of Openings

Commencing April 15, announcements of all known and anticipated unfilled positions which the District has decided to fill with regular probationary or permanent unit members shall be posted in each school and furnished to the Association. Also, during summer recess unit members will upon written request be provided by mail with notices of additional vacancies which develop in their respective fields. Each such posting shall announce an application deadline date, and interested unit members may apply. Applicants may apply to multiple sites, but once assigned to a requested opening must serve there for at least the upcoming school year. All applicants appropriately credentialed for the opening shall be interviewed within a reasonable time, and each shall be notified of the result as soon as the vacancy is filled. It is understood that the District will, at the same time as the above, be posting and recruiting certificated staff as deemed appropriate.

F. Late Openings

1. For unanticipated openings which occur two weeks prior to the school year, the District may, without complying with the posting and application procedures, fill the opening on a permanent basis with a unit member who has been declared "surplus" from his or her work location by virtue of an unanticipated drop in enrollment, program change or the like.
2. In the event that the District does not designate a "surplused" unit member to fill such a position, it may at its option fill the position on an interim basis for the balance of the year with a unit member or a new employee without regard to posting and application procedures. In such a case, the position must be posted in the Spring as an unfilled position for the subsequent year, and the District must at that time consider other applicants, along with the employee who filled the opening on an interim basis.

G. Administrative Guidelines

Prior to effecting the annual assignment changes, the District will develop, in consultation with the Association, more specific administrative guidelines for use in implementing this Article. It is understood that such guidelines must not conflict with the provisions of this Article and that any grievance shall be limited to an allegation that the District has violated an express term of this Article.

ARTICLE XII

DUES AND AGENCY FEE

A. Agency Fee Requirement

All unit members must either become full dues-paying members in good standing of the Association or pay an agency fee. Agency fee obligations shall be collected by mandatory payroll deduction in an amount determined by the Association in compliance with applicable law.

Those employees whose religious tenets include objections to joining or supporting labor unions shall pay, in lieu of the agency fee, the same amount (via payroll deduction) to a nonreligious, non-labor, tax-exempt charitable organization as noted below. A one-time written notice for such objection must be submitted to the Personnel Office with a copy to the Teachers Association, in order to effect such objection. Following are the organizations to which payment is made under the Agreement:

City of Hope
F.A.C.T. (Foundation to Assist California Teachers)
Grass Roots
Salvation Army
United Way

The Association (and its parent/affiliates) agrees to indemnify and hold the District harmless against any and all monetary liabilities, costs and expenses, including reasonable attorneys' fees and other costs of litigation arising from the District's compliance or attempted compliance with this agency fee agreement or with the Association's requests in furtherance of this agency fee agreement. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed. Any underpayments or overpayments to the Association resulting from the District's failure to make required deductions shall be remedied by additional deductions from, or credits to, the affected employee.

B. Dues

1. When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member, pursuant to Education Code 45060, to be deducted for the purpose of paying the monthly unified membership dues of the unit member in the Association and its affiliates California Teachers Association and National Education Association.
2. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who submit their initial authorization after the commencement of the school year, shall if the authorization so provides, be appropriately prorated to complete payments by the end of the school year. The District shall on a monthly basis draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions made during the month, and shall furnish to the Association an alphabetical list of unit members for whom deductions have been made, and indicating any changes in personnel from the list previously furnished.

C. Other Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of the unit member and make appropriate remittance for annuities, credit union, savings bonds, and charitable donations currently authorized by the Board of Education. The District shall also deduct for additional plans or programs jointly approved by the Association and the Board.

ARTICLE XIII

SAFETY CONDITIONS

A. General Duty Clause

The District shall, subject to financial constraints, provide places of employment which are as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose a serious threat of bodily harm provided that he/she has exercised reasonable care to avoid the condition.

B. Reimbursement for Theft or Vandalism

Reimbursement shall be made to a unit member for loss, destruction, or damage by theft, vandalism or other cause not contributed to by lack of reasonable care by the unit member, of personal instructional property used in the schools of the District pursuant to the following provisions. Reimbursement shall be made only when written approval of the use of the property is obtained in advance of the loss. Approval or disapproval is the sole prerogative of the District. It is understood that such approval is to be for special instructional aides such as musical instruments, demonstration materials and the like, and not for personal items such as jewelry, eyeglasses, and the like. The maximum reimbursement hereunder for any occurrence is \$250.00.

C. Pupil Threats

In the event that during a class a pupil threatens the safety of a unit member or of others present in the classroom, the unit member may, subject to applicable law, suspend the pupil from the class for the remainder of the day and for the day following. The unit member shall immediately report such a suspension to the principal or his/her designee, and send the pupil to the office. The pupil shall not be returned to the class from which he/she was suspended, for the period of the suspension, without the concurrence of the unit member.

ARTICLE XIV

SALARY SCHEDULES AND RULES

A. General

1. Salary Schedules:

- a. The 2014-2015 salary schedule is attached as Appendix A.
2. Regular full-time unit members on the Contract Teachers Base Salary Schedule who serve an extension of, or a reduction in, the required 186 annual duty days of service in their regular assignment (excluding summer school) shall receive salary in the ratio that the number of days actually served bears to the required annual number of days. However, those who serve full-time one full semester shall receive not less than one-half of the annual salary.
3. Part-time regular contract employees in secondary schools (excluding shared contract employees and full-time teachers teaching an extra period as overtime) shall receive pay based on the number of periods taught, in relation to the number of periods taught by full-time (280 minutes annualized) employees on the same site.
4. Part-time regular contract personnel in elementary schools are normally assigned on a half-time basis for either morning or afternoon sessions. Such personnel shall be paid at the rate of one-half of the full-time contract rate. Deviations from this pattern shall be compensated on a basis proportionate to the full-time personnel.
5. Full-time and part-time contract salaried unit members will be paid monthly over a 10-month period. Hourly paid unit members shall receive their paychecks on the 10th day of each month following the month worked.
6. Full-time regular contract employees in secondary schools who teach an additional class period shall be paid at their regular rate as compensation for the additional service. Pay for such classes shall be pro-rated, based on the employee's regular rate and the number of periods taught each grading period by that employee, as compared to full-time (280 minutes annualized) employees on the same site. (This provision is intended to cover e.g., the high school teacher who voluntarily agrees to teach an additional regular class; it does not cover the teacher who occasionally teaches an extra period to cover for an absent teacher under Article VI-C.)

B. Contract Teachers Base Salary Schedule Track Requirements

1. Unit members on the Contract Teachers Salary Schedule who have satisfied statutory credentialing requirements shall be placed on the appropriate track of the salary schedule in accordance with the following degree and unit requirements:
 - Track I - Bachelor's Degree
 - Track II - Bachelor's Degree plus 45 semester units
 - Track III - Bachelor's Degree plus 60 semester units
2. In order to receive salary credit, such semester units must be taken after the date of the Bachelor's Degree, and unit members must have received a grade "C" or better. For

employees hired after July 1998, units completed prior to the issuance of the Bachelor's Degree shall be counted as post-bachelor units if certified by the registrar of the institution that the units are applicable to the teaching credential, or Master's Degree, or are graduate level courses. Cumulative credit for post-graduate completion of lower division undergraduate courses shall be limited to 15 units for Track II, and 20 for Track III.

3. The term “semester unit” or “unit” refers to a unit of work equivalent to the University of California’s semester unit (one hour lecture or three hours laboratory per week for one semester). Quarter units are converted to semester units by multiplying by two-thirds.
4. Credit will be allowed only for units received from a college or university having accreditation from the Western Association of Schools and Colleges or another equivalent regional accrediting authority.
5. Credit for travel will be allowed only when such travel is recognized for credit as part of a regular college course and is recorded on a college transcript.
6. Generally, the District will not give credit toward track change for courses which are paid for by the District with the exception that the District may from time to time sponsor specific training which would count towards track changes. District-sponsored training would follow all other contract requirements for track movement.
7. The intent of this section is to encourage unit members to continue their formal education and at the same time provide reasonable parameters so that the courses taken will enhance employees’ job performance, and this section is to be administered accordingly. Courses taken for purposes of meeting requirements for salary track advancement must be taken outside of the unit member’s work day, must not be duplicative of courses previously taken, and must meet one of the following criteria:
 - (a) Be in a subject directly related to the unit member’s assignment; or
 - (b) Be in the unit member’s major or minor field of study, if that field is directly related to a potential or pending assignment in the District; or
 - (c) Be part of a credential or degree program directly related to a potential assignment in the District; or
 - (d) Other courses as approved by the District.

In order to avoid later disputes, unit members are encouraged to obtain prior approval by the District of any courses which might be considered questionable under the above criteria.

8. Track changes are to be accomplished only on an annual basis, with salary adjustments effective with the first day of paid service for the school year. Normally transcripts shall be submitted no later than October 1 to become effective during the current school year. If by October 1 the unit member is unable to submit supporting records or transcripts verifying completion of post graduate units of study, official notices in the form of a grade card or letter from the College or University shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than

November 1. Failure to comply with these provisions shall result in denial of track advancement for that year, and appropriate adjustments to recover the earlier overpayments.

C. Contract Teachers Base Salary Schedule Step Credits and Annual Increments

1. Initial Placement: Credit for non-District teaching experience shall be granted at the rate of one increment for each year of comparable teaching experience, within the previous ten years, up to a maximum of ten increments, provided that at the time of the previous service (1) the position required a State Teacher’s Credential, or (2) the position was in an accredited private school and the teacher had a Bachelor’s Degree plus either a teaching credential recognized by the State in which service was rendered or a Master’s Degree. Prior experience shall be verified by official statements from previous employers in order to receive credit. Military service does not count toward initial salary placement.

School Nurses shall be subject to the same prior experience credit rules as described in the paragraph above; however, nurses may count up to five (5) years of prior full-time verified experience as a licensed registered nurse in a professional medical setting or health agency, so long as such agencies are licensed and accredited. Self-employment experience shall not be counted. Full-time experience is defined as at least 7.0 hours/day for at least 180 days per year.

2. Service Requirement: A unit member who, in any one school year, has served (i.e., has been in paid status) at least 75% of the number of days of the regular school year shall be deemed to have served a complete school year, and shall therefore be eligible to continue advancement on the Salary Schedule. Unit members in a shared, part-time, or other less than full-time teaching assignment will not be eligible to advance on the salary schedule the following year until they have served 75% of the number of days in a combination of assignments which constitute the equivalent of a full-time, full year assignment. However, once such a combination of partial assignments has resulted in the grant of a step increase at the 75% mark, future accumulation of partial assignments shall not begin to be credited for the next step advance until the employee has accumulated the equivalent of 100% of a full year's credit. Employees who previously received credit in excess of the above shall not be required to repay the excess, but shall remain at their current step until they qualify for advancement as per the above re-calculation rule.

D. Credentials Committee

The Credentials Committee of four unit members selected by the Association and one principal selected by the Superintendent shall review and make recommendations to the District as to the proper placement of employees upon the salary schedule.

E. Other Schedules

The Certificated Service Personnel Salary Schedule, Summer School Hourly Schedule, Teacher Hourly Schedule, and Extra Duty Schedule are as set forth in the attached Appendices. Summer school shall be paid at the rate in effect when summer school commences.

F. Salary Schedule for School Psychologists

The work year and salary schedule for school psychologists is set forth in Appendix F.

ARTICLE XV

PEER ASSISTANCE AND REVIEW PROGRAM

The District's Peer Assistance and Review Program (“PAR”) shall be operated in accordance with the Guidelines attached as Appendix G. If the state funding for PAR is reduced or eliminated, the impact of such loss of funding will be subject to negotiation between the parties as soon as practicable.

ARTICLE XVI

FRINGE BENEFITS

A. Medical/Dental/Vision Care

1. The District shall annually contribute \$5,000 for each full-time employee and their eligible dependents for a SISC Blue Cross medical insurance health plan, a Delta Dental plan and a Family Vision Service Plan. To the extent that the total cost of all benefits exceeds \$5,000 per employee per year (\$600/employee/month), the District shall share the additional cost on a 50:50 basis. All costs to be borne by employees shall be paid through monthly payroll deductions.
2. The District shall offer employees participation in an IRS Section 125 Plan, with administrative expenses thereof to be borne by the District.

B. Part-Time Personnel Benefit Contributions

1. Salaried Contract Personnel: For regular part-time contract salaried personnel working 50% or more of a full-time assignment, the District shall contribute a pro rata portion of the above amounts in the same proportion as the unit member's percentage of full-time salary earned. The unit member must contribute the balance of the cost, if he or she desires any coverage; if the unit member decides not to contribute the balance of the cost, he/she shall not be entitled to participate and the District shall have no obligation to contribute any sum on his/her behalf. Employees working less than 50% of a full-time assignment shall not be eligible for fringe benefits nor shall the District be required to make any financial contributions for insurance for such employees. A unit member shall be entitled to accumulate all hours worked, whether as a certificated or as a classified employee, to determine the unit member's percentage of a full-time assignment.

New employees must submit an enrollment form within 30 days of initial employment to be eligible. There is an open enrollment period during the first half of September for additional enrollment and adding dependents. Newly born children may be added within 30 days of birth.

2. Hourly Personnel: Hourly-paid personnel who are working at least 50% of a full-time assignment (e.g. more than 18 hours per week) shall be entitled to participate in the above-described benefits on the same basis as described in the preceding Section B.1, except that in determining the hourly unit member's proportionate contribution a full-time assignment shall be deemed 35 hours per week.

C. Retirement Medical Plan

Upon retirement of a current unit member at age 65 or older, or upon an Early Retirement Plan participant (See Article XVII) reaching age 65, the retiree shall be permitted to participate, at his/her own option and expense, in a District-sponsored retirement group medical plan supplemental to Medicare. The retiree must obtain Medicare Part A and B coverage.

It is contemplated that the benefits under this Retirement Medical Plan, together with Medicare, will approximate the benefits provided to current employees pursuant to this Article.

D. District's Obligations Limited

The District's obligations are limited to payment of the above-stated contributions. All terms and conditions and claims arising under any of the various programs available pursuant to this Article are to be determined by the carriers' respective plans and appeal procedures, and are to be resolved between the carrier and the unit member. However, the District shall, whenever requested, offer aid and assistance to the unit members in obtaining proper services from the carriers.

ARTICLE XVII

RETIREMENT

A. Reduced Work Schedule Program

The District has a program where, pursuant to a mutual agreement with a unit member, the unit member will undertake a specified reduced work schedule for a specified period of time prior to an agreed upon retirement date. Salary will be prorated based upon the reduction in workload, but District-paid health insurance will not be reduced. Both the teacher and the District will make full STRS contributions, and the teacher will be treated by STRS the same as if employed full time. (See Board Policy 4117.11.)

B. Early Retirement Medical Plan

The District shall continue its contributions for health and accident/major medical insurance (See Article XVI) for all unit members who retire from the District between the ages of 55 and 65 with at least 10 full years of District service. The contribution level from the District shall be the same as for active employees (see Article XVI-A above). Such contributions shall commence upon such early retirement during the term of this Agreement and shall terminate at age 65. (See Article XVI for post-65 medical coverage.) Persons who commenced early retirement prior to this Agreement, and are therefore not covered hereby, may enforce any individual contract rights they may have, and for this purpose only, shall use the grievance/arbitration procedures of this Agreement (See Article IV).

C. Early Retirement Incentive

The District will offer an early retirement incentive to certificated employees who meet the following criteria:

1. The employee is at least fifty-five (55) years old at the time of retirement.
2. The employee has served at least ten (10) complete years as a full-time (1.0 FTE) certificated employer with the District; and
3. The employee resigns from the District prior to July 1, 2012, and meets all conditions specified for participation in the early retirement incentive program.

The deadline for certificated bargaining unit employees to submit an irrevocable written resignation and request for participation in the District's early retirement incentive program is 5:00 p.m. on January 30, 2012. The early retirement incentive paid to each eligible certificated employee who retires at the conclusion of the 2011-12 school year will be \$50,000 if forty (40) unit members or more retire, \$40,000 if at least thirty (30) but less than forty (40) retire, and \$30,000 if at least one (1) but less than thirty (30) retire. The District shall pay the early retirement incentive in June, 2012. Eligible bargaining unit members may select the supplementary retirement plan option that best meets their needs. The early retirement incentive money will be deposited on behalf of the employee in an annuity selected by the District using a provider selected by the District. The District makes no representations or warranties regarding the tax or retirement consequences of the early retirement incentive. Retiring bargaining unit members shall be solely responsible for all tax and retirement consequences. This early retirement incentive program will be offered on a one-time basis for the 2011-12 school year only.

ARTICLE XVIII

EFFECT OF AGREEMENT

A. Effect upon Negotiations

The District and Association agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Association at the time they negotiated and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. The foregoing notwithstanding, the parties shall meet and negotiate during the term hereof as required by the express provisions of other articles of this Agreement, and may meet and negotiate on other matters if they mutually desire to do so. Provided also, that if the District contracts out unit work or assigns unit work to non-unit personnel pursuant to Article II.A.(6), the District shall negotiate with the Association with respect to the negotiable impacts of such decisions.

B. Effect upon Individual Contracts

Any individual contract between the District and a unit member dealing with services covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be deemed controlling.

C. Effect upon Board Policies and Rules

In the event of a conflict between the terms of this Agreement and any Board policies, rules or procedures, the terms of this Agreement shall prevail.

D. Waivers

Pursuant to the Continuous Improvement Process, individual schools may cooperatively develop school plans and programs which are intended to change the delivery of educational services for that school. Such plans or programs may involve departure from the terms and conditions of the Agreement. However, any such plans shall identify the provisions of the Agreement which are affected or to be "waived" by the new plan or program. In order to become effective, the "waiver" elements of the plan or program must be approved by the Association and by the District. Waiver(s) shall automatically terminate at the end of the school year. In the event that a subsequent waiver(s) is not developed, then the contract language in the Agreement between the District and the Association shall be in full force and effect. If the plan or program is terminated, the waiver shall also terminate and the Agreement shall again fully apply.

E. Separability and Savings

If any provision of this Agreement should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XIX

DURATION AND RENEGOTIATION

- A. This agreement shall be effective for the period from July 1, 2014 to June 30, 2016.
- B. No negotiations shall occur for the 2015-2016 school year unless the District's P-1 property tax assessment from the San Luis Obispo County Office of Education in November 2015 increases 5% or more, in which case, the parties will negotiate salary only. The parties shall commence negotiations for a successor contract no later than the spring of 2016.
- C. The Association and District shall meet upon the request of either party, to discuss matters of mutual concern and to discuss the impact of any new legislation that falls within the required scope of negotiations.

SAN LUIS COASTAL
UNIFIED SCHOOL DISTRICT

By Eric Prater

Eric Prater
Superintendent

SAN LUIS COASTAL
TEACHERS ASSOCIATION

By Paul Orton

Paul Orton
President

APPENDIX A

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SAN LUIS COASTAL TEACHERS ASSOCIATION
 2014-15 (= 2012-13 Salary Schedule + 4%)

Step	I BA	II BA + 45	III BA + 60	Step
1	45,151	45,723	46,866	1
2	46,866	48,008	49,151	2
3	49,151	50,294	51,437	3
4	51,437	52,580	53,723	4
5	53,723	54,866	56,010	5
6	56,010	57,153	58,296	6
7	58,296	59,439	60,582	7
8	60,582	61,725	62,868	8
9	62,868	64,011	65,154	9
10	.....	66,297	67,440	10
11	.....	.....	69,727	11
12	.....	.....	72,013	12
13	.....	.....	74,299	13
14	.....	.....	76,585	14
15	.....	.....	78,870	15
16	.....	.....	81,157	16
17	.....	.....	83,443	17
18	.....	.....	85,729	18
19	.....	.....	88,015	19
20	.....	.....	89,158	20
21	.....	.....	90,301	21
22	.....	.....	91,444	22
23	.....	.....	92,587	23
24	.....	.....	93,731	24
25	.....	.....	94,874	25

An additional \$1,000 is paid to those who have a Master's Degree.

Teacher Hourly - July 1, 2014 - March 31, 2015	\$31.96
Teacher Hourly - Effective April 1, 2015	\$33.24
Summer School (applies to Summer 2015 only)	\$33.24

Effective July 1, 2014; approved by the Board of Education on March 31, 2015

San Luis Coastal Unified School District

Performance Evaluation for Certificated Staff

Employee Name		School Year		
Job Assignment		School		
<input type="checkbox"/> Permanent <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary		Date		
		Meets Standard	Unsatisfactory	Not Applicable
Standard 1. – Engaging and Supporting All Students in Learning				
1.1	Connecting students’ prior knowledge, life experience, and interests with learning goals.			
1.2	Using a variety of instructional strategies and resources to respond to students’ diverse needs.			
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice.			
1.4	Engaging student in problem solving, critical thinking and other activities that make subject matter meaningful.			
1.5	Promoting self-directed, reflective learning for all students.			
<i>Notes</i>				
Standard 2. – Creating and Maintaining Effective Environments for Student Learning				
2.1	Creating a physical environment that engages all students.			
2.2	Establishing a climate that promotes fairness and respect.			
2.3	Promoting social development and group responsibility.			
2.4	Establishing and maintaining standards for student behavior.			
2.5	Planning and implementing classroom procedures and routines that support student learning.			
2.6	Using instructional time effectively.			
<i>Notes</i>				
Standard 3. – Understanding and Organizing Subject Matter for Student Learning				
3.1	Demonstrating knowledge of subject matter content and student development.			
3.2	Organizing curriculum to support student understanding of subject matter.			
3.3	Interrelating ideas and information within and across subject matter areas.			
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter.			
3.5	Using materials, resources, and technologies to make subject matter accessible to students.			
<i>Notes</i>				

Employee Name		Date		
		Meets Standard	Unsatisfactory	Not Applicable
Standard 4. – Planning Instruction and Designing Learning Experiences for All Students				
4.1	Drawing on and valuing students’ backgrounds, interests, and developmental learning needs.			
4.2	Establishing and articulating goals for student learning.			
4.3	Developing and sequencing instructional activities and materials for student learning.			
4.4	Designing short-term and long-term plans to foster student learning.			
4.5	Modifying instructional plans to adjust for student needs.			
4.6	Working with colleagues to improve professional practice per Ed. Code 44662.			
<i>Notes</i>				
Standard 5. – Assessing Student Learning				
5.1	Establishing and communicating learning goals for all students.			
5.2	Collecting and using multiple sources of information to assess student learning.			
5.3	Involving and guiding all students in assessing their own learning.			
5.4	Using the results of assessments to guide instruction.			
5.5	Communicating with students, families, and other audiences about student progress.			
<i>Notes</i>				

Overall Rating for Teachers

Employee Name

Directions: This general rating is one which best describes the overall performance of the employee.

- Overall performance meets and/or exceeds the standards of the District.
- The performance is unsatisfactory and does not meet the standards of the District. For Permanent teachers, an unsatisfactory rating may result in a referral to PAR.

- For Permanent teachers who have at least 10 years seniority with San Luis Coastal Unified School District, the Evaluator and the Teacher agree to decrease formal evaluations from biannual to every 3 years. Per Ed Code 44664, this can be revoked by either party at any time.

Recommendations and Commendations:

(Include professional development and explanation of any rating other than "Meets Standards." Use additional page, if necessary.)

Evaluator's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

The Employee's signature indicates receipt of this evaluation and does not necessarily imply agreement with it. This evaluation and any employee response received within five (5) days of the date above, will be placed in the employee's personnel file.

San Luis Coastal Unified School District
Observation Form for Certificated Staff

Employee Name		School Year			
Assignment		School			
<input type="checkbox"/> Permanent <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary		Date			
		Meets Standard	Progress Toward Standard	Does Not Meet Standard	Not Observed
Standard 1. – Engaging and Supporting All Students in Learning					
1.1	Connecting student’s prior knowledge, life experience, and interests with learning goals.				
1.2	Using a variety of instructional strategies and resources to respond to students’ diverse needs.				
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice.				
1.4	Engaging student in problem solving, critical thinking and other activities that make subject matter meaningful.				
1.5	Promoting self-directed, reflective learning for all students.				
<i>Notes</i>					
Standard 2. – Creating and Maintaining Effective Environments for Student Learning					
2.1	Creating a physical environment that engages all students.				
2.2	Establishing a climate that promotes fairness and respect.				
2.3	Promoting social development and group responsibility.				
2.4	Establishing and maintaining standards for student behavior.				
2.5	Planning and implementing classroom procedures and routines that support student learning.				
2.6	Using instructional time effectively.				
<i>Notes</i>					
Standard 3. – Understanding and Organizing Subject Matter for Student Learning					
3.1	Demonstrating knowledge of subject matter content and student development.				
3.2	Organizing curriculum to support student understanding of subject matter.				
3.3	Interrelating ideas and information within and across subject matter areas.				
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter.				
3.5	Using materials, resources, and technologies to make subject matter accessible to students.				
<i>Notes</i>					

Employee Name		Date			
		Meets Standard	Progress Toward Standard	Does Not Meet Standard	Not Observed
Standard 4. – Planning Instruction and Designing Learning Experiences for All Students					
4.1	Drawing on and valuing students’ backgrounds, interests, and developmental learning needs.				
4.2	Establishing and articulating goals for student learning.				
4.3	Developing and sequencing instructional activities and materials for student learning.				
4.4	Designing short-term and long-term plans to foster student learning.				
4.5	Modifying instructional plans to adjust for student needs.				
4.6	Working with colleagues to improve professional practice per Ed. Code 44662.				
<i>Notes</i>					
Standard 5. – Assessing Student Learning					
5.1	Establishing and communicating learning goals for all students.				
5.2	Collecting and using multiple sources of information to assess student learning.				
5.3	Involving and guiding all students in assessing their own learning.				
5.4	Using the results of assessments to guide instruction.				
5.5	Communicating with students, families, and other audiences about student progress.				
<i>Notes</i>					
<p>The Evaluator and the Evaluatee met to discuss this observation on _____.</p> <p>The Evaluatee received a copy of the observation form.</p>					
_____ Evaluator Signature			_____ Evaluatee Signature		

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CERTIFICATED PERFORMANCE OBJECTIVES

INSTRUCTIONS:

1. Objectives and methods of measurement are to be developed with the evaluator in a preliminary conference.
2. Evaluatee and Evaluator will sign to the right of "Date Developed" when objectives are developed and again to the right of "Date Evaluated" when they are evaluated.
3. Performance relative to each objective is to be discussed during the evaluation conference.
4. Following approval of objectives, Evaluator retains Goldenrod copy. Following assessment of objectives, white copy is issued to Teacher, Canary copy to Personnel, and Pink copy to Evaluator.

NAME: _____ .Last Name _____ First Name _____
 (Last) (First)

ASSIGNMENT: _____ Position/Assignment _____
 (Note: list subjects (Secondary), Grades (Elementary), or other position held (e.g., Counselor, principal))

SCHOOL or DEPARTMENT: _____ School or Department _____

DATE DEVELOPED: _____ (Evaluator's Signature) _____ (Evaluatee's Signature)

DATE EVALUATED: _____ (Evaluator's Signature) _____ (Evaluatee's Signature)

Objectives	Methods of Measurement	Performance	Evaluator's Assessment

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

EXTRA DUTY SALARY SCHEDULE

A. Coaching and Athletic Aide Salaries

All points have been established and recommended by the original joint committee; a request from the Association or the District to reallocate an existing extra duty stipend that is not being accessed because of lack of a program connected to the stipend shall be forwarded to a joint SLCTA/District committee. This joint committee would have the ability to reallocate the stipend. This joint committee will be composed of representatives from the Administration (3) and SLCTA (3).

I.	<u>Number of Participants</u>	<u>Number</u>	<u>Points</u>
	<ul style="list-style-type: none"> • In program (based on three (3) year average of the program) 	100 - + 70 - 99 40 - 69 20 - 39 1 - 19	5 4 3 2 1
II.	<u>Student Contact Time</u>	<u>Hours</u>	<u>Points</u>
	<ul style="list-style-type: none"> • Add one (1) point per week of work during non-duty time • Include all time spent with team beyond the duty day (C.I.F. sanctioned season only) 	300 - + 200 - 299 100 - 199 0 - 99	7 5 3 1
III.	<u>Responsibilities</u>	<u>Degree</u>	<u>Points</u>
	<ul style="list-style-type: none"> • Facilities • Equipment • Overnight Supervision 	Major Factor Minor Factor Not Significant	5 3 1
IV.	<u>Number of Adults Supervised</u>	<u>Number</u>	<u>Points</u>
	<ul style="list-style-type: none"> • Must be on paid status (Volunteers and Students excluded) 	10 - + 8 - 9 6 - 7 4 - 5 2 - 3 0 - 1	5 4 3 2 1 0
V.	<u>Public Exposure and Expectation</u>	<u>Degree</u>	<u>Points</u>
	<ul style="list-style-type: none"> • Media Coverage • Crowd Size • Public Relations • Gate Receipts 	Major Factor Average Factor Minor Factor Not Significant	7 5 3 1

VI.	<u>Safety Factor</u>	<u>Degree</u>	<u>Points</u>
	• Chance of Injury	5+	4
	• Number of Injuries	4	3
	• Nature of Injuries	3	2
		2	1
		1	0
VII.	<u>Number of Teams</u>	<u>Number</u>	<u>Points</u>
	• Number responsible for	5+	4
		4	3
		3	2
		2	1
		1	0
VIII.	<u>Preparation Time</u>	<u>Degree</u>	<u>Points</u>
	• Preparing for activity (practice)	Major Factor	4
	• Budget planning	Average Factor	3
	• Inventory	Minor Factor	2
	• Scouting	Not Significant	1
	• Checking facilities		
	• Transportation planning		
IX.	<u>Number of Events</u>	<u>Events</u>	<u>Points</u>
		25 - 30	5
		20 - 24	4
		15 - 19	3
		10 - 14	2
		5 - 9	1
		0 - 4	0

EXTRA DUTY SALARY SCHEDULE MATRIX – ATHLETICS

Position:	No. of Participants	Student Contact Time	Responsibilities	No. of Adults Supervised	Public Exposure/Expectation	Safety Factor	Number of Teams	Preparation Time	Number of Events	Total Points	Level
Athletic Director	5	10	5	5	7	4	4	4	5	49	A
<p>High School Athletic Director receives the full Level A stipend, plus applicable experience factor, at the end of each season: Fall (November 10), Winter (February 10), and Spring (May 10). High School Assistant Athletic Director receives 60% of first year full Level A stipend, plus applicable experience factor, at the end of each season: Fall (November 10) and Winter (February 10). Middle School Athletic Director receives an annual stipend of 60% of first year Level A, plus applicable experience factor, one-half paid on December 10 and one-half paid on May 10. The annual stipend may be divided equally between two people.</p>											
Intramural Director^a	5	1	1	0	0	2	1	2	5	17	D
<p>Middle School Intramural Director: Receives an annual Level D stipend, plus applicable experience factor, one-half paid on December 10 and one-half paid on May 10.</p>											
<p>Team Coaching Positions: All team positions specified on this matrix are for head varsity. Other high school coaching positions (including Jr. Varsity, Frosh-Soph, etc.) are to be paid under the Assistant rate. Middle school coaches receive 60% of the varsity stipend per sport. Coaching stipends are paid at the end of the season.</p>											
Baseball	3	6	3	1	3	3	2	3	4	28	C
Basketball, Boys'	3	7	3	1	5	2	2	3	4	30	C
Basketball, Girls'	2	7	3	0	5	2	1	3	4	27	C
Cross Country (co-ed)	3	7	3	0	3	2	3	2	2	25	C
Football	5	9	5	3	7	4	2	4	2	41	B
Golf	2	5	1	0	1	1	1	1	4	16	D
Soccer, Boys'	3	6	3	0	3	2	1	3	4	25	C
Soccer, Girls'	3	6	3	0	3	2	1	3	4	25	C
Softball	3	6	3	0	3	3	1	3	4	26	C
Swimming, Boys'	4	6	3	1	3	2	1	3	4	27	C
Swimming, Girls'	3	6	3	1	3	2	1	3	4	26	C
Tennis, Boys'	2	3	1	0	1	1	1	1	4	14	D
Tennis, Girls'	2	3	1	0	1	1	1	1	4	14	D
Track (co-ed)	5	6	3	1	1	2	3	2	2	25	C
Volleyball	3	5	3	1	3	2	2	2	4	25	C
Waterpolo, Boys'	2	6	5	0	3	3	1	3	3	26	C
Waterpolo, Girls'	2	6	5	0	3	3	1	3	3	26	C
Wrestling	2	7	5	0	5	4	1	3	3	30	C

^a The number of teams for Intramurals was not considered comparable to the number of teams supervised by the other positions such as Athletic Director.

The stipends to be paid for the various athletics position levels shown on the preceding page are:

Base Salary = \$36,293 (Commencing with the 2015-2016 school year, the base salary used for purposes of calculating extra duty salary stipends set forth above shall be increased by the same percentage increase, if any, applied to the regular salary schedule.)

- Level A (45+ points) = 11.0% of \$36,293 = \$3,992
- Level B (35-44) = 9.5% of \$36,293 = \$3,448
- Level C (25-34) = 8.0% of \$36,293 = \$2,903
- Level D (14-24) = 6.5% of \$36,293 = \$2,359
- Level E (0-13) = 5.0% of \$36,293 = \$1,815

Year for year experience in a specific assignment (same sport, same or higher level of responsibility) will be earned to enable the experience factors to apply. Comparable service in another district shall also be credited. A coach assuming a head varsity appointment for the first time will be placed at year one regardless of number of years served at an assistant level.

All persons taking on extra duty athletic assignments, including the support services positions, must meet all minimum requirements of the California Education Code.

STIPEND AMOUNT INCLUDING APPLICABLE EXPERIENCE FACTOR TO BE DETERMINED BY THIS SCALE USING BASE SALARY:

Level	% of Base								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
A	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0
B	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0	13.5
C	8.0	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0
D	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10.0	10.5
E	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0

Level	% of Base						
	Years 10-12	Years 13-15	Years 16-18	Years 19-21	Years 22-24	Years 25-27	Year 28+
A	15.5	16.0	16.5	17.0	17.5	18.0	18.5
B	14.0	14.5	15.0	15.5	16.0	16.5	17.0
C	12.5	13.0	13.5	14.0	14.5	15.0	15.5
D	11.0	11.5	12.0	12.5	13.0	13.5	14.0
E	9.5	10.0	10.5	11.0	11.5	12.0	12.5

HIGH SCHOOL ASSISTANT COACHES STIPEND will be determined by taking 75% of the first year Head, plus the applicable experience factor:

% of First Year Head								
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
75.0	75.5	76.0	76.5	77.0	77.5	78.0	78.5	79.0

% of First Year Head						
Years 10-12	Years 13-15	Years 16-18	Years 19-21	Years 22-24	Years 25-27	Year 28+
79.5	80.0	80.5	81.0	81.5	82.0	82.5

MIDDLE SCHOOL COACHES STIPEND will be determined by taking 60% of first year Head, plus the applicable experience factor:

% of First Year Head								
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
60.0	60.5	61.0	61.5	62.0	62.5	63.0	63.5	64.0

% of First Year Head						
Years 10-12	Years 13-15	Years 16-18	Years 19-21	Years 22-24	Years 25-27	Year 28+
64.5	65.0	65.5	66.0	66.5	67.0	67.5

SUPPORT SERVICES ASSIGNMENTS - Are to be paid at the following rates:

<u>Assignment:</u>	<u>% of Base Salary:</u>
Strength Coach – Spring Stipend	6.5% (\$2,359)
Trainer*	8.0% (\$2,903)
Equipment Manager*	4.0% (\$1,452)

*Based upon three 13-week seasons.

B. Activities Extra Duty Salaries

All points have been established and recommended by the original joint committee; any changes would be made by a committee composed of representatives from the Administration (3) and SLCTA (3).

I.	<u>Student and Adult Contact Time</u>		<u>Points</u>
A.	Includes out-of-school time (overnight and weekends)	High	7
		Medium	5
		Low	3
		Minimal	1
II.	<u>Number of Participants</u>		<u>Points</u>
A.	In program	100 - +	5
		50 - 99	3
		0 - 49	1
III.	<u>Public Exposure and Expectation</u>		<u>Points</u>
A.	Media coverage	High	7
B.	Community public relations	Medium	5
C.	Crowd Size	Low	3
		Minimal	1
IV.	<u>Preparation Time</u>		<u>Points</u>
A.	Planning and/or practice	High	7
		Medium	5
		Low	3
		Minimal	1
V.	<u>Responsibilities</u>		<u>Points</u>
A.	Budget, Facilities and Equipment	High	7
B.	Safety	Medium	5
		Low	3
		Minimal	1
VI.	<u>Organizational</u>		<u>Points</u>
A.	Instructional Skills	High	7
B.	Facilitation Skills	Medium	5
C.	Coordination Skills	Low	3
D.	Credentials	Minimal	1
VII.	<u>Events</u>		<u>Points</u>
A.	Performances	16 - +	7
B.	Projects	11 - 15	5
C.	Competitions	6 - 10	3
D.	Other (i.e., meetings)	0 - 5	1

EXTRA DUTY SALARY SCHEDULE MATRIX – ACTIVITIES

Position:	Student Contact Time	No. of Participants	Public Exposure/Expectation	Preparation Time	Responsibility	Instructional Skills	Number of Events	Total Points	Level
Activities Director (High School) High School Activities Director receives the full Level A stipend, plus applicable experience factor, at the end of each season: Fall (November 10), Winter (February 10), and Spring (May 10).	7	5	7	7	5	7	7	45	A
Cheerleader Director (High School) - Fall and Winter	7	1	7	5	5	5	7	37	B
Cheerleader Director (High School) - Spring High School Cheerleader Director receives the full Level B stipend, plus applicable experience factor at the end of the Fall (November 10) and Winter (February 10) seasons. The full Level D stipend, plus applicable experience factor is paid at the end of the Spring (May 10) season.	3	1	1	3	3	3	5	19	D
The following Director positions receive an annual stipend at the level indicated, plus applicable experience factor, one-half paid on December 10 and one-half paid on May 10.									
Academic Decathlon Director	7	1	5	7	1	1	1	23	C
Activities Director (Middle School)	5	5	3	7	5	7	5	37	B
Automotive Troubleshooting	5	1	3	5	3	5	1	23	C
Band Director (High School)	7	3	7	5	7	7	7	43	A
Band Director (Middle School)	3	5	5	3	5	5	5	31	B
Dance Director (High School)	1	1	1	1	3	3	1	11	E
Drama Director (High School)	7	3	5	7	7	7	5	41	A
Drama Director (Middle School)	5	3	5	3	5	5	5	31	B
Journalism Director (High School)	3	1	5	5	3	7	7	31	B
Vocal Director (High School)	7	5	7	7	7	7	7	47	A
Vocal Director (Middle School)	3	5	5	3	5	5	5	31	B
Yearbook Director (High School)	7	1	5	7	5	7	1	33	B
Yearbook Director (Middle School)	1	1	3	3	1	3	1	13	D

The stipends to be paid for the various activities position levels shown on the preceding page are:

Base Salary = \$36,293 (Commencing with the 2015-2016 school year, the base salary used for purposes of calculating extra duty salary stipends set forth above shall be increased by the same percentage increase, if any, applied to the regular salary schedule.)

- Level A (41-47 points) = 7.5% of \$36,293 = \$2,722
- Level B (31-39 points) = 6.0% of \$36,293 = \$2,178
- Level C (23-29 points) = 5.0% of \$36,293 = \$1,815
- Level D (13-21 points) = 3.5% of \$36,293 = \$1,270
- Level E (9-11 points) = 2.0% of \$36,293 = \$726

Year for year experience in a specific assignment (same activity, same or higher level of responsibility) will be earned to enable the experience factors to apply. Comparable service in another district shall also be credited. A person assuming an appointment for the first time will be placed at year one regardless of number of years served at an assistant level.

Level	% of Base								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
A	7.5	8.0	8.5	9.0	9.5	10.0	10.5	11.0	11.5
B	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10.0
C	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
D	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
E	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0

Level	% of Base						
	Years 10-12	Years 13-15	Years 16-18	Years 19-21	Years 22-24	Years 25-27	Year 28+
A	12.0	12.5	13.0	13.5	14.0	14.5	15.0
B	10.5	11.0	11.5	12.0	12.5	13.0	13.5
C	9.5	10.0	10.5	11.0	11.5	12.0	12.5
D	8.0	8.5	9.0	9.5	10.0	10.5	11.0
E	6.5	7.0	7.5	8.0	8.5	9.0	9.5

C. Other Secondary School Activities Stipends

The following positions (assignments) have been identified and are to receive the following rates:

<u>Assignment</u>	<u>Percent of Base Salary</u>
Class Advisors (High School):	
Freshman	1.00% (\$363)
Sophomore	2.00% (\$726)
Junior	3.00% (\$1,089)
Senior	4.00% (\$1,452)
GATE Advisor:	
LAMS, LOMS, MBHS, and SLOHS	3.50% (\$1,270)
PBHS	1.00% (\$363)
Student Accounts (Middle School)	2.00% (\$726)

D. Extended Seasons/Competitions

Adopt the practice of compensating the coaches involved directly in varsity athletic programs 5% of their season stipend for each full week or major fraction thereof that the season extends beyond the regular season for playoffs. This includes time when a "bye" occurs. The maximum season extension for receiving extra compensation would be four weeks. Adopt the practice of compensating additionally for the following advisor positions:

	<u>+5%</u>	<u>+5%</u>
Automotive Troubleshooting Team	State	National
Academic Decathlon	State	National

E. Elementary School Extra Duty Stipends

Each elementary school is to receive an annual allocation of \$8 per student based on the enrollment on the annual CBEDS date. As to subsequent years, the Board retains budget control just as it does with the secondary extra duty assignments. Specific activities (assignments) and the stipends to individual teachers will be developed at each school utilizing the management team process. Such decisions are to be guided by the following:

- Funds are to be expended to effect greatest benefit for the most students.
- Unused allocations to sites will revert to the general funds of the District.

Such decisions shall be final and are not grievable, and such annual decisions at each site are not to be precedents for future decision at a site or between sites.

F. Department Chairpersons

The District continues to reserve the right to annually determine the specific number and titles for Department Chair stipends and for selection of personnel to be designated as department chairpersons. Those determinations to be in effect beginning 2003-04 are as described on the following pages.

At the two high schools and two middle schools, Department Chair positions will be allocated and compensated as described below.

The annual stipend for the Department Chair positions is to be determined by the following formula:

Supplies/Equipment Factor + Number of Personnel in Department + (Number of Sections x .2) + Curriculum Development/Revision and Textbook Adoption Rotation Factor x .00155 x Base Salary = Amount of Stipend

- A value factor for supplies/equipment of 1, 3, or 5 is as listed for each department as determined by the original Extra Duty Committee.
- The actual number of personnel in a department will also be a factor.
- The actual number of class sections in a department in the last week of September of each year multiplied by .2 is to be a factor.
- The Curriculum Development/Revision and Textbook Selection Rotation Factor is to be 0, 1, 2, 3, or 4, taking the following activities into consideration. This factor will be assigned annually by the Assistant Superintendent of Educational Services and the Director of Instructional Services and Special Projects.
 - Curriculum revision/alignment
 - Textbook selection/adoption year
 - Implementing year for new textbooks
 - General awareness year necessitating in-service on curriculum
 - Minimal activities occurring
- For purposes of determining the stipends, a factor of .00155 will be used.

Worksheets will be provided to each principal/administrator annually to enter necessary data for calculating the stipends.

Each regular high school is allocated a department chair position for the following departments:

<u>Department*</u>	<u>Supplies/Equipment Factor</u>
Applied Arts (Computer Science; Business, Home Ec; Ind Tech)	5
English (includes EL; Library; Reading)	3
Foreign Language	3
Mathematics	3
Physical Education	5
Science (includes Agriculture)	5
Social Science (includes SRI; Health)	3
Special Education	3
Visual and Performing Arts (Art, Drama Music)	5

Each middle school is allocated a department chair position for the following departments:

<u>Department*</u>	<u>Supplies/Equipment Factor</u>
Applied Arts (Computer Science; Home Ec; Industrial Tech)	5
English (includes EL; Library; Reading Foreign Language)	3
Mathematics	3
Physical Education	5
Science	5
Social Science	3
Special Education	3
Visual and Performing Arts (Art, Drama Music)	5

* If no classes are scheduled at a school for the departments listed, no stipend will be paid.

Pacific Beach High School is allocated a department chair position for the following department:

<u>Department</u>	<u>Supplies/Equipment Factor</u>
Continuation Education	4

G. Teacher-In-Charge

For teacher-in-charge (principal's designee at elementary level) the annual stipend is \$420 if the teacher is at a shared-principal school, and \$250 at all other elementary schools. (A per diem rate of \$20 will be paid if the principal is absent and unreachable more than 10 days a year. The per diem is not applicable if a substitute is furnished for the absent principal.)

H. Management Teams

The annual stipend is \$300 a position. (Pay for summer work will be the agreed upon committee work rate in effect for such service.)

I. Student Success Teams

Pay for a secondary classroom teacher serving as standing committee member of the Student Success Team (one per school) is \$300 or \$600, depending upon whether school's ADA is below or above 250.

Pay for an elementary regular classroom teacher serving as a standing committee member of the Student Success Team (one per school) and for Elementary Resource Specialists who are required to serve as members of a Student Success Team will receive a stipend based on the following formula:

<u>Number of Cases During Previous Year</u>	<u>Stipend</u>
0 - 10	\$200.00
11 - 20	400.00
21 - 30	600.00
30+	800.00

An additional \$50 stipend is issued for those at Title I schools.

J. Sixth Grade Field Trip

Sixth grade field trip site coordinators and chaperones will be compensated as follows:

<u>Assignment</u>	<u>Percent of Base Salary</u>
Site Coordinator (one per elementary school)	3.5% (\$1,270)
Chaperones (for each teacher who goes on the trip)	2.0% (\$726)

Note: Sixth grade field trip stipends are **to be paid from site funds**.

K. Combination Class Stipend

Each elementary teacher of a combination class will receive a stipend in the amount of \$3,000 for a full year of service in a combination class or on a pro rata basis for service of less than a full year.

ALL Extra Duty assignments are to be authorized through the designated site administrator on the District approved Offer of Paid Extra Duty Assignment form which requires Administrator and Employee signatures with the specific assignment and amount of the stipend to be paid.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SALARY STRUCTURE FOR CERTIFICATED SERVICE PERSONNEL

The annual salary for positions listed below is determined by the following formula:

$$\text{Annual Salary} = B + R + T$$

Definition of terms:

B = Base Salary from Teachers' Salary Schedule.

R = Responsibility Factor: An amount computed by applying a percentage figure to the base salary.

T = Time Factor: An amount computed by multiplying (B + R) by the ratio of the number of additional working days to the number of duty days included in the school year.

<u>Position</u>	<u>R = Responsibility Factor</u>			<u>T = Time Factor: Days Beyond Teacher Schedule</u>
	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>Later Years</u>	
School Librarian	0	0	0	10
School Nurse	0	0	0	4
Agriculture Teacher	0	0	0	25
Elementary Counselor	3%	4%	5%	0
Secondary Counselor	3%	4%	5%	7
Program Specialist	6%	7%	8%	10

The time factor is subject to adjustment by the Superintendent, who under special consideration, as building programs and special needs are modified, reserves the right to make adjustments and changes as needed.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SALARY STRUCTURE FOR TEACHERS ON SPECIAL ASSIGNMENT

As a variable of the assignment, unit members designated “Teachers on Special Assignment” may be asked to work more than the 186-day contract year. At the discretion of the District and the consent of the employee, the contract may be extended up to 20 days. The employment contract for these unit members will be extended and the rate of pay will be at the per diem for the extended days. The following table represents the percentage of annual salary:

<u>Days in Contract</u>	<u>Percentage of Annual Salary</u>
186	1.0000
187	1.0054
188	1.0108
189	1.0161
190	1.0215
191	1.0269
192	1.0322
193	1.0376
194	1.0430
195	1.0484
196	1.0538
197	1.0591
198	1.0645
199	1.0699
200	1.0752
201	1.0806
202	1.0860
203	1.0914
204	1.0968
205	1.1021
206	1.1075

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

School psychologists shall have 198 work days/year.

Commencing July 1, 2014, school psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary
1	1-3	\$72,134
2	4-6	77,684
3	7-9	84,342
4	10-12	92,111
5	13-15	99,878
6	16	107,647

This salary schedule shall be increased by the same percentage, and on the same time lines, as the teachers' salary schedule (see Appendix A).

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

PEER ASSISTANCE AND REVIEW PROGRAM GUIDELINES

PAR Purpose

The primary purpose of the San Luis Coastal Unified School District's Peer Assistance and Review (PAR) Program is to assist permanent teachers who have unsatisfactory evaluation in one or more areas related to teaching strategies, subject matter competence, and/or classroom organization. The first priority for PAR services and resources shall go to permanent teachers who have received such evaluations.

The remaining available PAR resources may be used to support any teacher or group of teachers volunteering for PAR services related to teaching strategies, subject matter competence and/or classroom organization. Such requests shall be subject to approval by the PAR Joint Committee and dependent upon sufficient program budget.

The Peer Assistance and Review process is distinct from the teacher evaluation process which remains the responsibility and the authority of the school principal or the teacher's supervising administrator. Except for the mandatory PAR participation of permanent teachers with an unsatisfactory performance evaluation related to teaching strategies, subject matter competence, and/or classroom organization, all other evaluation procedures and due process requirements remain as defined in Section VII of this contract and in Education Code. The principal's or supervising administrator's evaluation of a teacher is not grievable on the basis of any provision in this section.

Composition of the Joint Committee

A joint teacher/administrator peer review committee shall oversee the PAR program. The Joint Committee shall consist of three classroom teachers selected by SLCTA and two other members selected by the District. The composition of the committee can change by mutual consent of both parties to this agreement provided that a majority of the committee is classroom teachers with the remainder of the panel selected by the District. Terms of service shall be for either two or three year period such that after the first year there will always be experienced members on the committee.

Function of the Joint Committee

The Joint committee shall implement PAR in accordance with state regulation, teacher contract, and program budget. The Joint Committee will be responsible for selecting and assigning consulting teachers who provide PAR services. The Joint Committee shall annually evaluate the impact of the PAR program and report on the status of the program to the Board. Bargaining unit members on the Joint Committee shall be compensated on a per diem basis for participation in Joint Committee work which takes place outside of the workday.

Consulting Teachers

Consulting teachers shall provide PAR services to permanent teachers who have received an unsatisfactory performance evaluation in one or more areas related to teaching strategies,

subject matter competence, and/or classroom organization. Such services shall focus on the deficiencies and recommendations the principal has identified.

Consulting teachers shall provide PAR services to voluntary participants subject to approval of such services by the PAR Joint Committee and dependent upon sufficient program budget. Such services shall be defined by the Joint Committee in accordance with state regulation, teacher contract, and program budget. Consulting teachers shall be selected by a majority vote of the Joint Committee.

Consulting teachers and site administrators shall cooperate with each other with respect to PAR activities.

Consulting teachers wishing to continue in that capacity shall re-apply each year. Consulting teachers who re-apply shall be considered along with all other applicants. Consulting teachers shall serve no more than three years.

Consulting teachers shall be credentialed and permanent and shall have six years of recent classroom teaching experience. Consulting teachers shall have demonstrated exemplary teaching ability with respect to classroom organization, communication skills, subject matter knowledge, and range of strategies for meeting student needs in different contexts. The selection process for consulting teachers shall include provisions for classroom observations of the candidates by panel members.

Consulting teachers shall be compensated on a per diem basis for required direct services to assigned teachers and for related preparation when those services or preparation occur outside of the consulting teacher's regular work day. Such compensation must be pre-approved by the Joint Committee who shall consider the appropriateness of the services and the limits of the program budget. The Joint Committee shall not approve services or preparation for which compensation will exceed the program budget.

Consulting teachers and/or the Joint Committee may identify desirable voluntary professional activities for consulting teachers. Within the limits of the program budget, the Joint Committee shall determine the level of budget support for the consulting teacher's participation in these voluntary activities.

PAR functions performed by consulting teachers shall not constitute management or supervisory functions. Consulting teachers shall not participate in evaluation of teachers.

Definition of Participants and Requests for Consulting Teachers

The Joint Committee shall implement PAR in accordance with state regulation, teacher contract, and program budget. Certificated permanent teachers who receive unsatisfactory performance evaluations in one or more areas related to teaching strategies, subject matter competence, and/or classroom organization shall participate in PAR as mandatory participants. The principal or supervising administrator and/or the mandatory participant may make a request for a particular consulting teacher which the Joint Committee shall consider. The Joint Committee shall make the final assignment of any consulting teacher.

The Consulting teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred teacher's principal as reflected in the formal evaluation.

The recommendations shall be in writing, aligned with the evaluation article of the current SLCTA/SLCUSD negotiated agreement. The Consulting teacher and the evaluating principal are expected to establish a cooperative relationship and shall coordinate and align assistance

provided to the Referred teacher. They will meet and discuss the recommended areas of improvement outlined by the Principal.

The Consulting teacher and the referred teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting teacher will provide assistance requiring multiple classroom observations and consultations.

There will be ongoing feedback between the Consulting teacher and the Joint Committee regarding the status of participating teachers.

The Consulting teacher shall submit a final report to the Joint Committee for review no later than April 1 or 60 days prior to the last day of instruction. A copy of this report will also be given to the Referred teacher and principal/supervisor.

The referred teacher will continue participating in the PAR Program until the Joint Committee determines the teacher no longer benefits from participation in the PAR Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Referred teacher has been able to demonstrate satisfactory improvement.

The Consulting teacher's report of the participant's PAR performance shall only be placed in the participant's personnel file with the Referred teacher's consent.

Requests for changes of consulting teachers shall be made by mandatory participants in PAR or Consulting teachers and shall be handled in the same fashion as initial requests. The Joint Committee shall make the final assignment.

Voluntary Participation

Any teacher or group of teachers may volunteer for available PAR support related to teaching strategies, subject matter competence, and/or classroom organization subject to approval of such support by the PAR Joint Committee and dependent upon sufficient program budget. Groups of teachers may submit requests to the Joint Committee for such support which is of common interest to the group, and that support may be received as a group. Administrative staff may submit requests to the Joint Committee for available voluntary PAR support on behalf of a group of teachers with the permission of the teachers involved.

For teachers and groups of teachers participating in PAR on a voluntary basis – not as the result of an unsatisfactory performance evaluation related to teaching strategies, subject matter competence, and/or classroom organization, the content and delivery mode of the PAR services shall be requested by the volunteer teacher or volunteer groups of teacher to the Joint Committee which shall have authority to approve the request, modify the request with the volunteer's agreement, or deny the request.

Provision for Review of PAR

Periodic review and modifications will be considered as necessary. The Association and the District may make changes to this article if agreeable to the Association President and the District.

Protections from Liability

The District agrees to indemnify and hold harmless the Association, any Association members on the Joint Committee, and Consulting teachers from any liability arising out of their

participation in the PAR Program as provided in Education Code Section 44503, Subdivision (c), and Government Code Division 3.6 (commencing with Section 810) of Title I.

Functions performed pursuant to this program by bargaining unit employees shall not constitute either management or supervisory functions.

The Consulting teacher shall be entitled to all rights of bargaining unit members.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
Division of Educational Services
Student Services Department

MEMORANDUM

TO: Principals, Assistant Principals, Deans
FROM: Jackie Kirk-Martinez M.A.
DATE: November 24, 2008
RE: Supplemental Support Requests

Should a general or special education teacher be of the opinion that supplemental supports are needed to assist the teacher to instruct students with disabilities, the teacher must complete the attached “Supplemental Support Request Form” (located on the District network at W:\FORMS\District Templates\Student Support Services\Supplemental Support Request.doc) and submit to the site principal for review.

Upon submission of the form, the principal will coordinate a staffing meeting with the requesting teacher, the appropriate site special education certificated staff, and the Director of Student Services.

Decisions regarding the support requests shall be made by the District Office administration.

A follow-up memo from the Director of Student Services confirming the decision will be provided to the requesting teacher and site principal.

When the District Office administration determines that supplemental supports are necessary, the site principal will complete the required paperwork (GPR) and submit to Student Services for processing in accordance with IEP and legal requirements.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
Request for Special Education Supplemental Support

Requesting Teacher: _____ School: _____

Date: _____ Grade: _____

Request for:

Specific student support Student Name _____

Student has: IEP (attach) 504 Plan (attach) New to the District

Formal assessment in progress Other

Special Circumstance Instructional Assistance (see additional evaluation packet)

Behavior Intervention Consultation

Curriculum Adaptations

Medical – Type: _____

Other: _____

Teacher support

Collaboration time _____ release time _____ substitute time _____ extra duty pay

Planning time _____ release time _____ substitute time _____ extra duty pay

Exceptional IEP meeting time _____ release time _____ substitute time _____ extra duty pay

Training needed Topic(s): _____

Other: _____

Classroom support

Classroom management support

Classroom personnel support

Differential instruction materials

Other: _____

Rationale:

Principal's Signature

Date

Director of Student Services Signature

Date