



SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

TENTATIVE AGREEMENT

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT AND SAN LUIS COASTAL TEACHERS ASSOCIATION

The San Luis Coastal Unified School District (“District”) and the San Luis Coastal Unified Teachers Association (“Association”) enter into the following Tentative Agreement (“Agreement”) on October 12, 2016 to conclude negotiations for the 2016-17, 2017-18, and 2018-19 school years.

The parties agree as follows:

1. **Salary:**

- A. **2016-17.** For the 2016-17 school year, the 2015-16 salary schedules as set forth in Appendix A (Teacher Salary Schedule) and F (School Psychologist) shall be increased by one percent (1%) retroactive to July 1, 2016. Retroactive pay will only be applied to base salaries (i.e. not to hourly or extra duty pay). The retroactive payment shall be made in the first feasible payroll cycle following ratification of this Agreement by both parties. Hourly and extra duty pay shall be increased prospectively only after the ratification by both the Association and the Board of Trustees. The updated salary schedules incorporating the 1% salary increase will be inserted as an attachment into the collective bargaining agreement.
- B. **2017-18.** Effective July 1, 2017, the 2016-17 salary schedules as set forth in Appendix A (Teacher Salary Schedule), F (School Psychologist) and the (Speech Language Pathologist Salary Schedule) shall reflect a 1% increase for all bargaining unit members.
- C. **2018-19.** Effective July 1, 2018, the 2017-18 salary schedule as set forth in Appendix A (Teacher Salary Schedule), F (School Psychologist) and G (Speech Language Pathologist) shall reflect a 1% increase for all bargaining unit members.
- D. **Contingent Increase.** If the District receives an increase of six percent (6%) or more as indicated on the P-1 property tax assessment from the San Luis Obispo County Office of Education in November 2016, then the salary schedule shall be

increased by an additional 1% retroactive to July 1, 2016. Retroactive pay will only be applied to base salaries (i.e. not extra duty or overtime pay). If the District receives an increase of seven percent (7%) or more as indicated on the P-1 property tax assessment from the San Luis Obispo County Office of Education in November 2017, then the salary schedule shall be increased by an additional 1% retroactive to July 1, 2017. Retroactive pay will only be applied to base salaries (i.e. not extra duty or overtime pay).

E. **Salary Equity Clause.** If any other represented employee group receives a higher across-the-board percentage applied to their salary schedule within the same 3-year period (2016-17, 2017-18, and 2018-19), then SLCTA will receive an equal percentage.

2. **Class Size.** The parties have agreed to new student-teacher class size ratios for grades 4-12. Article X, Class Size, as revised, is attached.

3. **Duration.** The parties have agreed to a new three (3) year contract for the term July 1, 2016 to June 30, 2019. The parties have also agreed that all negotiations have been completed for the 2016-17, 2017-18 and the 2018-19 school years. A copy of Article XIX, as revised, is attached.

4. **Evaluation.** The parties have agreed to some minor changes in the language of the evaluation article. Article VII, Evaluation Procedures, as revised, is attached.

5. **Stipends/Extra Duty Pay.** The Parties have agreed to examine the current extra duty pay system as set forth in Appendix C of the Contract, Extra Duty Salary Schedule, with the understanding that agreed upon changes shall not result in an overall cost increase to the District. The MOU that sets forth the process for evaluating possible changes to extra duty pay has been signed by both parties and is attached.

6. **Recognition.** The Parties have revised the current Definitions Article by: (1) renaming it as the Recognition Article; (2) adding fully credential pre-school teachers into the unit; (3) clarifying that permit pre-school teachers are not part of the unit; and (4) simplifying the language of the Article. Article I, as revised, is attached.

7. **Hours.** Section D. The Parties have agreed to remove the following sentence, "Continuation of these additional elementary preparation periods within the student day is contingent upon the District retaining its "Basic Aid" financial position." Section K. Elementary TCT time was changed to 50% may be used for preparation annually, 25% of TCT shall be directed by classroom and itinerant teachers and 25% shall be directed by site administrators. Section L. With the inclusion of fully credentialed pre-school teachers into the unit, the Parties recognize the need to clarify the work requirements of such teachers. Accordingly, the Parties agreed to add a new section K into the existing Hours article. Article VI, Hours, as revised, is attached.

8. **Speech Language Pathologists.** The Parties have agreed to increase compensation for Speech Language Pathologists effective July 1, 2017 and to set forth their salaries in a separate salary schedule. The salary schedule for Speech Language Pathologists will be attached to the Contract as an Appendix. In addition, the Parties have agreed that Speech Language Pathologists will provide coverage for summer school. The Salary Article shall be modified to include a reference to the new salary schedule for Speech Language Pathologists. The Hours of Work Article shall be modified to include a reference to coverage and rate of pay for summer coverage (daily rate of pay equal to the hours assigned for summer coverage). An initial plan for summer coverage will be in place no later than April 1, 2017 in order for the above to occur. Article VI, Hours of Work and Article XIV, Salary Schedules and Rules are attached.

9. **Leaves.** The Parties have made extensive revisions to the Leaves article. Many, but not all of the proposed changes have been agreed upon. Each party's negotiating team has delegated its authority to their team's respective negotiating chairperson to complete the negotiations of the Leaves article. No changes will be made to the current Leaves article except upon the mutual agreement of both negotiating chairs. When completed, Article IX, Leaves of Absence, as revised will be attached to this Agreement.

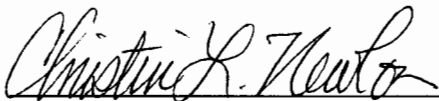
10. **Other Articles.** The parties agree that all other terms and conditions of the current collective bargaining agreement shall remain unchanged.

11. **Ratification Process.** The Association agrees to present this Tentative Agreement in good faith to its membership for approval as soon as possible and to notify the District in writing that the Tentative Agreement has been approved or disapproved. If the Association ratifies this Tentative Agreement, the District agrees to present this Tentative Agreement in good faith to its governing board for their approval. The District agrees to notify the Association in writing that this Tentative Agreement has been approved or disapproved.

12. **Effective Date.** This Agreement shall be deemed effective on the date approved by District's Governing Board, which date shall be the "Effective date" for purposes of the implementation of this Agreement.

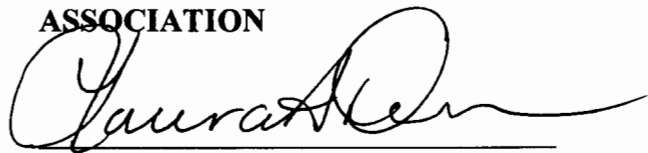
13. **CBA Update.** Upon final approval by both the District and the Association, the District agrees to post the updated Collective Bargaining Agreement to the District's website.

DISTRICT



Christin Newlon
Director of Personnel/District's
Negotiation's Chairperson

ASSOCIATION



Laurie Decker
Association Negotiation's Chairperson

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SAN LUIS COASTAL TEACHERS ASSOCIATION
2016-17 (= 2015-16 Salary Schedule + 1%)

Step	I BA	II BA + 45	III BA + 60	Step
1	46,515.00	47,103.00	48,281.00	1
2	48,281.00	49,459.00	50,635.00	2
3	50,635.00	51,813.00	52,991.00	3
4	52,991.00	54,168.00	55,346.00	4
5	55,346.00	56,524.00	57,701.00	5
6	57,701.00	58,879.00	60,057.00	6
7	60,057.00	61,234.00	62,412.00	7
8	62,412.00	63,590.00	64,766.00	8
9	64,766.00	65,944.00	67,122.00	9
10		68,299.00	69,477.00	10
11			71,832.00	11
12			74,188.00	12
13			76,543.00	13
14			78,897.00	14
15			81,252.00	15
16			83,609.00	16
17			85,963.00	17
18			88,318.00	18
19			90,674.00	19
20			91,850.00	20
21			93,028.00	21
22			94,206.00	22
23			95,383.00	23
24			96,562.00	24
25			97,739.00	25

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

Teacher Hourly - Effective upon ratification by Board of Trustees	\$34.24
Summer School - Effective upon ratification by Board of Trustees	\$34.24

Effective July 1, 2016; approved by the Board of Education on

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

School psychologists shall have 198 work days/year.

Commencing July 1, 2016, school psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary
1	1-3	\$74,313
2	4-6	80,030
3	7-9	86,889
4	10-12	94,893
5	13-15	102,895
6	16 →	110,878

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
SAN LUIS COASTAL TEACHERS ASSOCIATION
2017-18 (= 2016-17 Salary Schedule + 1%)

Step	I BA	II BA + 45	III BA + 60	Step
1	46,980.00	47,574.00	48,764.00	1
2	48,764.00	49,954.00	51,141.00	2
3	51,141.00	52,331.00	53,521.00	3
4	53,521.00	54,710.00	55,899.00	4
5	55,899.00	57,089.00	58,278.00	5
6	58,278.00	59,468.00	60,658.00	6
7	60,658.00	61,846.00	63,036.00	7
8	63,036.00	64,226.00	65,414.00	8
9	65,414.00	66,603.00	67,793.00	9
10		68,982.00	70,172.00	10
11			72,550.00	11
12			74,930.00	12
13			77,308.00	13
14			79,686.00	14
15			82,065.00	15
16			84,445.00	16
17			86,823.00	17
18			89,201.00	18
19			91,581.00	19
20			92,769.00	20
21			93,958.00	21
22			95,148.00	22
23			96,337.00	23
24			97,528.00	24
25			98,716.00	25

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

Teacher Hourly - Effective upon ratification by Board of Trustees	\$34.58
Summer School - Effective upon ratification by Board of Trustees	\$34.58

Effective July 1, 2017; approved by the Board of Education on

APPENDIX F

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

School psychologists shall have 198 work days/year.

Commencing July 1, 2017, school psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary
1	1-3	\$75,056
2	4-6	80,830
3	7-9	87,758
4	10-12	95,842
5	13-15	103,924
6	16 →	111,987

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
SAN LUIS COASTAL TEACHERS ASSOCIATION
2017-18
SPEECH LANGUAGE PATHOLOGISTS**

<u>Step</u>	<u>Annual Salary</u>
1	52,664.00
2	55,233.00
3	57,802.00
4	60,372.00
5	62,941.00
6	64,297.00
7	66,818.00
8	69,340.00
9	71,859.00
10	74,381.00
11	74,728.00
12	77,178.00
13	79,627.00
14	82,078.00
15	84,527.00
16	85,288.00
17	87,691.00
18	90,093.00
19	92,496.00
20	93,698.00
21	93,958.00
22	95,148.00
23	96,337.00
24	97,528.00
25	98,716.00

Effective July 1, 2017 ; approved by the Board of Education on

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SAN LUIS COASTAL TEACHERS ASSOCIATION
2018-19 (= 2017-18 Salary Schedule + 1%)

Step	I BA	II BA + 45	III BA + 60	Step
1	47,450.00	48,050.00	49,252.00	1
2	49,252.00	50,454.00	51,652.00	2
3	51,652.00	52,854.00	54,056.00	3
4	54,056.00	55,257.00	56,458.00	4
5	56,458.00	57,660.00	58,861.00	5
6	58,861.00	60,063.00	61,265.00	6
7	61,265.00	62,464.00	63,666.00	7
8	63,666.00	64,868.00	66,068.00	8
9	66,068.00	67,269.00	68,471.00	9
10		69,672.00	70,874.00	10
11			73,276.00	11
12			75,679.00	12
13			78,081.00	13
14			80,483.00	14
15			82,886.00	15
16			85,289.00	16
17			87,691.00	17
18			90,093.00	18
19			92,497.00	19
20			93,697.00	20
21			94,898.00	21
22			96,099.00	22
23			97,300.00	23
24			98,503.00	24
25			99,703.00	25

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

Teacher Hourly - Effective upon ratification by Board of Trustees	\$34.93
Summer School - Effective upon ratification by Board of Trustees	\$34.93

Effective July 1, 2018; approved by the Board of Education on

APPENDIX F

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

School psychologists shall have 198 work days/year.

Commencing July 1, 2018, school psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary
1	1-3	\$75,807
2	4-6	81,638
3	7-9	88,636
4	10-12	96,800
5	13-15	104,963
6	16 →	113,107

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
SAN LUIS COASTAL TEACHERS ASSOCIATION
2018-19 (2017-18 Salary Schedule + 1%)
SPEECH LANGUAGE PATHOLOGISTS

<u>Step</u>	<u>Annual Salary</u>
1	53,191.00
2	55,785.00
3	58,380.00
4	60,976.00
5	63,570.00
6	64,940.00
7	67,486.00
8	70,033.00
9	72,578.00
10	75,125.00
11	75,475.00
12	77,950.00
13	80,423.00
14	82,899.00
15	85,372.00
16	86,141.00
17	88,568.00
18	90,994.00
19	93,421.00
20	94,635.00
21	94,898.00
22	96,099.00
23	97,300.00
24	98,503.00
25	99,703.00

Effective July 1, 2018 ; approved by the Board of Education on

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.

G. Salary Schedule for Speech Language Pathologists

The work year and salary schedule for speech language pathologists is set forth in Appendix G.

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 LCFE 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 2016-17 school year, the overall District teacher-pupil ratio in grades 4-6 shall not exceed 1:28, with individual class maximums of 35 and split/combo class maximums of 33.~~
- ~~C. B. Secondary (7-12): Overall For the 2017-18 school year, the overall District teacher-pupil ratio in grades 4-12 shall not exceed 1:28, with individual class maximums of 35 and split/combo class maximums of 33. For the 2018-19 school year, the overall District teacher-pupil ratio in grades 4-12 shall not exceed 1:32, with individual class maximums of 35 and split/combo class maximums of 33.~~
- ~~D. C. Classes in physical education, on-line classes, team teaching classes and music classes are exempted/exempt 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 if 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. D. 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.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
DISTRICT PROPOSAL TO SLCTA
October 12, 2016

ARTICLE XIX

DURATION AND RENEGOTIATION

- A. This ~~agreement~~Agreement shall be effective for the period ~~from July 1, 2014~~2016 to June 30, ~~2016~~2019.
- ~~A. 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.~~
- B. The Association and the 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.
- ~~C. There shall be no reopeners for the duration of this Agreement except upon mutual agreement of both parties.~~

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. Track 2 employees may meet the requirements of the law that allows for less frequent evaluations. Should those conditions be met, at the end of the first self-directed year, the evaluator and the employee may agree to extend the self-directed track for a second year. If there is no agreement, the standard schedule will apply.~~
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.



SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT AND SAN LUIS COASTAL TEACHERS ASSOCIATION

October 12, 2016

The District and Association agree to develop a redesigned stipend process in accordance with the following:

1. **Stipend Committee.** To redesign the District stipend/Extra Duty pay system currently set forth in Appendix C of the Collective Bargaining Agreement, a Stipend Committee composed of six (6) administrators and six (6) teachers, for a total committee composition of twelve (12), shall be created. Each party shall be responsible for appointing their own members. The Association members shall include teachers from a cross section of grade levels and school sites. The District members shall include a mixture of site and District administrators. Site administrators shall represent a cross section of schools and grade levels. All committee members shall be appointed as soon as possible. The Director of Personnel and the Association President shall meet prior to any appointments being made to the Committee and shall endeavor to reach agreement on the composition of the members of the Stipend committee. The Stipend Committee shall have the power to make recommended changes consistent with this MOU with the understanding that all recommendations are ultimately subject to District-Association negotiations.
2. **Stipend Committee Time Lines.** The redesigned stipend system shall be developed collaboratively during the 2016-17 and the 2017-18 school year. Agreed upon changes will be implemented in the 2018-19 school year.
3. **Stipend Redesign Cost Limit.** The redesigned stipend/extra duty pay system shall contain a commitment to redesign the extra duty pay system with the understanding that there will be no increase to the overall amount of funds expended on stipends/extra duty pay per Appendix C over the 2015-16 expenditure without the mutual, written agreement of both parties.
4. **Release Time.** Teachers serving on the stipend committee shall be entitled to release time for days actually served working on the Committee. If the Stipend Committee elects to meet on an unscheduled work day, participating unit members shall receive their per diem rate of pay.
5. **Negotiations Impact.** Recommendations made by the Stipend Committee shall be submitted to the Director of Personnel and the Association President. Any recommendations that impact the existing collective bargaining agreement that are agreed to by both the District and the Association shall be incorporated into the Contract.

District

Association

Christin L. Newlon, Director of Personnel

Craig Stewart, SLCTA President

ARTICLE I

DEFINITIONS/RECOGNITION

A. — The District recognizes the Association as the sole and exclusive representative for all certificated personnel, including fully credentialed pre-school teachers, but excluding all classified and other non-certificated employees; adult school teachers; pre-school permit holders; substitute certificated personnel; hourly certificated personnel (e.g. home hospital and academic intervention teachers); summer school certificated personnel who are not otherwise employed by the District; and all management, supervisory, and confidential employees.

Unit Member

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

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 the 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

Art. I - Definitions

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 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. Speech Language Pathologist Summer Coverage

The Speech Language Pathologist unit members will create a plan by April 1st of each year for the upcoming summer to provide on-going summer coverage. Hours worked will be paid at the daily rate of pay equal to the hours assigned.

JK. 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%~~ 50% of TCT may be used by teachers for preparation annually.
- d. ~~Fifty-Two~~ Twenty-five percent (~~55%~~ 25%) of TCT shall be directed by classroom and itinerant teachers.
- e. Twenty-five percent (~~25~~%) of TCT shall be directed by site administrators.
- f. TCT schedules shall be determined at individual school sites.

L. Pre-School Teachers. The parties recognize that the District's pre-school program requires flexibility to allow for appropriate site based implementation. The parties also recognize that the instructional program for pre-school students is different from the instructional program offered to elementary students. Nonetheless, the parties intend that pre-school teachers receive pay and benefits equal to that provided to elementary teachers for performing equivalent even if different work. Thus, the on-site obligation for pre-school teachers shall be equitable to the on-site obligation applicable to elementary teachers.