

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

TENTATIVE AGREEMENT

The San Luis Coastal Unified School District (“District”) and the San Luis Coastal Teachers Association (“Association”) enter into the following Tentative Agreement (“Agreement”) on May 9, 2019 to conclude negotiations for the 2019-20, 2020-21 and the 2021-22 school years.

The parties agree as follows:

- 1. Association Rights.** The parties have updated Article III to incorporate new legal requirements by providing the Association with contact information for new unit members and providing unfettered time for the Association to attend orientation sessions with new unit members. Extend presidential release time to June 30, 2022. Article III, as revised, is attached as Exhibit A.

- 2. Hours of Work.** Article VI has been restructured. In addition, key changes include:
 - Changing Elementary Teacher Collaboration Time (TCT) amounts to 60% teacher preparation, 20% directed by classroom and itinerant teachers, and 20% directed by administration;
 - Secondary Supervisory and Advisory Duties Beyond the Normal On-Site Duty Hours have decreased from 14 hours to 10 hours;
 - Adding preschool, transitional kindergarten, and kindergarten teachers to the work day section to reflect their 7 hour and 10 minute work day (including one-half hour lunch);
 - Elementary teacher professional responsibilities beyond the regular duty day now include only one Information Night;
 - Elementary Music and Physical Education, Pre-School, Transitional Kindergarten and Kindergarten, and Special Education teachers now have contractual language providing preparation time (100 minutes/week);
 - References to elementary instructional minutes have been deleted and clarified;
 - The section addressing Reading Recovery teachers has been deleted;
 - Eight (8) release days have been provided for special education teachers;
 - In the work day portion of the article, instructional coaches have been deleted;
 - In the work day portion of the article, Athletic Directors and Activity Directors now have the same mandatory work year. However, Athletic Directors will receive five (5) additional per diem days on a timecard;
 - A two year calendar process will be used to enhance long term planning;
 - Teacher meetings on the set up day will be limited to one hour;
 - Sections referencing PathPoint, Achievement House, and Casa de Vida have been deleted; and
 - Appendix G related to supplemental special education supports has been deleted.

Article VI, as revised, is attached as Exhibit B.

- 3. Leaves Of Absence.** In Article IX, the definition of short term leave has been clarified. The revised language clarifies that personal necessity leave comes from sick leave. Approval for personal necessity is not required; however, unit members must notify the district at least three (3) work days prior to the leave when possible and request a substitute if needed which serves as notification to the immediate supervisor of the absence. In addition, the parties have agreed to five (5) Personal Business days as follows:
 - a. All Personal Business days will be “no tell” days
 - b. Approval is not required for Personal Business days
 - c. No more than three (3) consecutive school days may be used

- d. Personal Business may not be used for work stoppage, before or after school holidays or school vacations, or on a professional development day.
- e. Exceptions to c and d above may be granted with approval from the Director of Human Resources.

Restrictions regarding the timeline for use of bereavement leave have been broadened. A section on parental leave has been added. Article IX, as revised, is attached as Exhibit C.

- 4. **Class Size.** Technical changes have been made to Article X to remove references to past years and to provide the Association President with prior notice if an individual teacher's class will exceed designated class size limits. Article X, as revised, is attached as Exhibit D.
- 5. **Transfers.** Technical changes have been made to Article XI to remove the section on Administrative Guidelines. The 72 hour notification process has been changed to three (3) work days. Article XI, as revised, is attached as Exhibit E
- 6. **Dues and Agency Fees.** Article XII has been retitled and amended to delete all references to agency fees. The process for union dues deductions has been changed to meet new legal requirements. Article XII, as revised, is attached as Exhibit F.

7. **Salary Schedules and Rules.**

a. **Salary 2019-20.** The 2018-19 salary schedules, including hourly pay, shall be increased by two percent (2%) for all unit members effective July 1, 2019.

b. **Salary 2020-21.** The 2019-20 salary schedules, including hourly pay, shall be increased by two percent (2%) for all unit members effective July 1, 2020.

1% of this increase is contingent upon the following:

- SB 1090 expected funding is received by June 30, 2020.
- There is no closure of the Diablo Canyon Power Plant or other events affecting the timely payment of property taxes from PG&E by June 30, 2020.

If property taxes do not come in at 3.5% or higher, unit members acknowledge that class sizes may increase, consistent with contract requirements (Article X), and personnel reductions may be required.

c. **Salary 2021-22.** The 2020-21 salary schedules, including hourly pay, shall be increased by two percent (2%) for all unit members effective July 1, 2021.

1% of this increase is contingent upon the following:

- SB 1090 expected funding is received by June 30, 2021.
- There is no closure of the Diablo Canyon Power Plant or other events affecting the timely payment of property taxes from PG&E by June 30, 2021.

If property taxes do not come in at 3.5% or higher, unit members acknowledge that class sizes may increase, consistent with contract requirements (Article X), and personnel reductions may be required.

- 8. a. **Nursing Coordinator Stipend.** A stipend of \$3,000/year will be paid to a nurse that coordinates schedules for all district nurses. Appendix C, as revised, is attached as Exhibit K.

- b. Elementary Outdoor School Stipends.** Stipends for unit members that chaperone (\$200/night) and that coordinate (\$125/trip) Elementary Outdoor School have been added. Appendix C, as revised, is attached as Exhibit K.
- c. Elementary Leadership Teams.** The duties and pay for elementary leadership teams have been clarified. Appendix C, as revised, is attached as Exhibit K.
- d. Secondary Instructional Cabinet Members (Department Chair) Extra Duty Pay.** The duties and pay for secondary department chairs have been clarified. Appendix C, as revised, is attached as Exhibit K.
- e. Management Teams.** Management teams have now been clarified to be secondary only, not elementary. Appendix C, as revised, is attached as Exhibit K.
- f. Speech Language Pathologists.** The salary schedule for Speech Language Pathologists has been revised. Speech and Language Pathologists will be placed on the new salary schedule as follows:
- SLP's scheduled to be on steps 1-3 in 2019-2020, will be placed at Step 1 on the revised 2019-2020 SLP salary schedule
 - SLP's scheduled to be on steps 4-6 in 2019-2020, will be placed at Step 2 on the revised 2019-2020 SLP salary schedule
 - SLP's scheduled to be on steps 7-9 in 2019-2020, will be placed at Step 3 on the revised 2019-2020 SLP salary schedule
 - SLP's scheduled to be on steps 10 and above in 2019-2020 will be placed on the new step which corresponds to a one step increase in salary from the 2018-19 placement.
- g. Hard to Fill Positions.** New language has been added granting the District authority to offer bonuses for hard-to-fill positions.
- h. Years of Credit for Initial Salary Schedule Placement.** For initial salary placement purposes, unit members will remain entitled to receive up to ten (10) years of credit, but the years of experience no longer need to have occurred within the previous ten (10) years.
- i. CTE Teachers.** A BA will no longer be required for CTE teachers in order to advance steps on the salary schedule on column 1.
- j. Step advancement for part-time unit members.** Step advancement for part-time unit members has been clarified, allowing step advancement based on the unit member FTE when compared to the work of a full-time unit member (FTE).
- m. Column One Steps.** Add one step to column one so that it has a total of ten (10) steps.
- n. Other Key Changes.** Article XIV has also been revised to clarify initial salary placement procedures, step advancement, and column advancement. The scope of column I has been expanded to include CTE teachers who do not hold a BA to advance down column 1. Article XIV, as revised, is attached as Exhibit G.
- 9. Peer Assistance and Review Program.** Article XV has been deleted. The numbering of the Agreement has been revised accordingly.
- 10. Fringe Benefits.** Language regarding retiree medical plans has been clarified and moved to Article XVII, Retirement. Article XVI, as revised, is attached as Exhibit H.

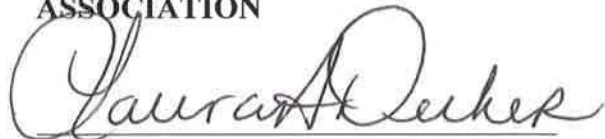
11. **Retirement.** Language regarding a previous early retirement incentive has been deleted and language regarding retiree medical plans listed in Fringe Benefits has been clarified and moved to this section. Article XVII, as revised, is attached as Exhibit I.
12. **Duration and Renegotiation.** Article XIX has been revised to reflect a three (3) year contract term from July 1, 2019 to June 30, 2022 with no reopeners. Article IX, as revised, is attached as Exhibit J.
13. **Other Articles.** The parties agree that all other terms and conditions of the existing collective bargaining agreement shall remain unchanged.
14. **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.
15. **Effective Date.** This Agreement shall be deemed effective on the date approved by District's Governing Board.
16. **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 L. Newlon
Director of Human Resources/
District's Negotiation's Chairperson

ASSOCIATION



Laurie Decker
Association Negotiation Chairperson