

ARTICLE III - ASSOCIATION RIGHTS

A. Right to Represent

The Association shall have the right to represent 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 Educational Employee Relations 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 regarding Association matters on a staff bulletin board in each school complex. The Association shall be entitled to the use of mailboxes for communication to employees regarding Association matters. 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 any Association communications.
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 electronically provide to the Association one (1) copy of the Board agenda and minutes of the prior Board meetings in advance of each Board meeting, when requested.

E. New Bargaining Unit Member Information

Supplement Allotted District Academic Amount Stipend with CTE grant funds
Career Technical Student Organizations Expectations*
SLCUSD Career Technical Student Organization - Skills USA, HOSA and
FCCLA

Being a CTSO advisor is a CTE grant requirement and entails preparing students in class by teaching industry skills and career ready lessons as required in the pathway CTE standards. CTE department members identify and work with student leaders to prepare for regional, state and national conferences.

Out of school day CTSO duties covered in the stipend are but not limited to:

Tier 1 Teacher receives 25% of stipend

Establish and supervise an ASB CTSO club.

Create a school CTSO plan with students and submit necessary documentation to??

Enroll and attend at least 1 Advisor training, usually at the beginning of the school year, sometimes on a Saturday, with students from the ASB CTSO club.

Tier 2 Teacher receives 50% of stipend

Register students and the advisor and complete the necessary paperwork associated with participation at CTE conference(s) related to the academic competition.

Prepare students both in and out of class to participate and complete in the conference(s) activities. Clarify contest/conference expectations and communicate needed information with participants and parents.

Attend Regional Conference with qualified students

Tier 3 Teacher receives 100% of stipend

Prepare and Attend State Conference with qualified students. If the State Conference takes place during school hours, absences will be covered by school related activities. If a conference takes place during non school hours for example Spring recess, there is no additional financial compensation for time. Expenses associated with conference attendance will be covered in alignment with standard district practices.

Tier 4 Teacher receives an additional 25% of stipend

Prepare and Attend National Conference with qualified students.

Site administration will conduct monthly check-ins with all clubs and CTE advisors who are preparing for conference(s) competition. Site administration will be responsible for submitting the progress monitoring communication to the District CTE TOSA.

CTSO Pathway Accountability:

All forms must be submitted to school site secretaries at least three weeks prior to the requested conference or trip.

All purchase order requests associated with conference registration, travel and other expenses must be pre-approved by the site and District.

All conference claim forms must be submitted to the school site secretary for processing within 5 business days of return.

All field trip forms requests and travel itineraries must be submitted to the appropriate senior secretary for processing.

For trips over 100 miles or where an overnight stay is needed, all District policies associated with these types of trips must be completed before traveling is approved.

Note: Conference forms have to be submitted by teachers, if not, the conference may not be approved.

As a CTSO Advisor, I agree to the requirements as stipulated above.

Teacher Print Name

Signature

CTE Site Administrator Signature

Date

Appendix F, as revised, is attached as **Exhibit H.**

EXTRA DUTY PAY

Extra Duty Pay is provided to staff for coordinating school events or sports teams, serving on student focused committees, and facilitating student competitions, activities or clubs, related to, and an outgrowth of, the instructional and guidance program of the District's schools. Extra duty pay will be paid monthly for those activities and/or sports that occur over a season or school year. Neither SLCTA nor the District make any representations, warranties or guarantees regarding the tax or retirement regulations set forth by applicable agencies.

Rules:

1. *The positions and extra duty pay listed shall be appropriated only if the district authorizes the position(s) to be filled.*
2. *All assignments shall be for the season only and renewed at the discretion of the site principal and/or district office. Extra duty pay is listed for a full year of service and will be prorated for service of less than a full year.*
3. *All athletic seasons and activities begin and end as defined by site principal, site determined season of sport and/or district office.*
4. *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 extra duty pay.*
5. *All persons taking on extra duty athletic assignments, including the support services positions, must meet all minimum requirements of the California Education Code.*
6. *Extra Duty Pay will be reevaluated collaboratively by a committee formed from SLCTA and the district prior to the end of this agreement. One teacher from elementary, middle and high school will join three district representatives for the committee.*

A. Instructional Leadership Teams

- Meetings are held monthly
 - Agenda is created by site Principal with input from ILT members
 - Minutes are shared with site staff
 - Agenda topics may include:
 - Student Progress and Data
 - Continuous improvement of the instructional core
 - Upcoming Professional Development (PD, grade level collaboration, department collaboration)
 - District Focus/Input, request for site feedback (curriculum focus, IMAP discussion, district committees requiring feedback, for instance, Report Card Committee)
 - Site Systems Discussion (for example; event calendaring, restorative practices, site specific calendars/special schedules, advisory discussions)
- Elementary Leadership Teams
 - The role of an Elementary Leadership Team member is to serve as an instructional leader who meets, discusses, operationalizes and assists in the implementation of the instructional goals of the school. Team members work directly with the principal to support the review of data and the development and implementation of school goals which may include activities such as participating in monthly leadership meetings and planning and facilitating discussions at staff meetings/professional development. The District reserves the right to annually determine the specific number of members and for selection of personnel to be designated as leadership team members.
 - Elementary Leadership Team Extra Duty Pay per member: \$1,200
 - Instructional Cabinet Member (Department Chairperson):

The role of an Instructional Cabinet Member is to serve as the department's instructional leader who meets in regularly scheduled site Instructional Cabinet meetings to discuss, operationalize and assist in the implementation of the instructional goals of the school and to share the outcomes and decisions discussed in the instructional cabinet meetings. Instructional Cabinet Members will:

- Work with department members and site administration to facilitate department meetings
- Serve to assist in the development, implementation, monitoring and revision of campus instructional and curricular plans including the Single Plan for Student Achievement (SPSA) actions and goals
- Work alongside site leadership to support department budgetary needs
- Ensure an accurate inventory of department materials and supplies exists to effectively support instruction
- Work with teachers and campus administration to analyze student data, diagnose instructional needs, and implement actions to close achievement gaps through the data cycle model
- Share professional growth opportunities as well as current trends and methodologies within specific curricular areas with department members
- Collaborate with the administration to determine section allocation and teaching assignments
- Serve as a mentor for new teachers in their department
- May be involved in the interview process to provide site administration input into hiring new department members

The District reserves the right to annually determine the specific number and titles for Instructional Cabinet Members and annually select personnel to be designated as Instructional Cabinet Members.

Secondary Instructional Cabinet Extra Duty Pay per Member:

- | | |
|---|---------|
| • Pacific Beach (+Teacher in Charge) | \$1,200 |
| • Middle School / High School (1.0 - 4.9 FTE) | \$1,500 |
| • Middle School/ High School (5.0+ FTE) | \$2,200 |

B. Elementary

1. Site Allocations

Each elementary school is to receive an annual allocation of \$12 per student based on the prior year's 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 extra duty pay amount to individual teachers will be determined at each school utilizing the management/leadership 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.

2. Teacher-In-Charge

The teacher-in-charge is the principal's designee in the absence of the principal in the elementary schools only. The annual extra duty pay is \$250 for each elementary school.

3. Elementary Leadership Teams

~~The role of an Elementary Leadership Team member is to serve as an instructional leader who meets, discusses, operationalizes and assists in the implementation of the instructional goals of the school. Team members work directly with the principal to support the review of data and the development and implementation of school goals which may include activities such as participating in monthly leadership meetings and planning and facilitating discussions at staff meetings/professional development. The District reserves the right to annually determine the specific number of members and for selection of personnel to be designated as leadership team members.~~

~~_____~~
~~_____ Elementary Leadership Team Extra Duty Pay per member: _____ \$1,200~~

3. Student Success Team

Members serving on the Student Success Team will receive extra duty pay in the amount of \$750 annually. Teach Elementary is allocated one (1) Student Success Team member. All other elementary schools are allocated extra duty pay for two (2) members (one classroom teacher and one special education teacher).

4. Combination Class

Each elementary teacher of a combination class will receive extra duty pay 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.

5. Overnight Curricular Trip

Each elementary unit member will receive extra duty pay in the amount of \$200 per night for chaperoning an overnight trip. Each trip coordinator will receive an additional \$125 per night. Should a trip coordinator be unable to attend, the unit member would receive only \$125 per night to coordinate the trip.

A. Secondary

~~A. Instructional Cabinet Member (Department Chairperson):~~

- ~~_____ The role of an Instructional Cabinet Member is to serve as the department's instructional leader who meets in regularly scheduled site Instructional Cabinet meetings to discuss, operationalize and assist in the implementation of the instructional goals of the school and to share the outcomes and decisions discussed in the instructional cabinet meetings. Instructional Cabinet Members will:~~
- ~~_____ Work with department members and site administration to facilitate department meetings~~
- ~~_____ Serve to assist in the development, implementation, monitoring and revision of campus instructional and curricular plans including the Single Plan for Student Achievement (SPSA) actions and goals~~
- ~~_____ Work alongside site leadership to support department budgetary needs~~
- ~~_____ Ensure an accurate inventory of department materials and supplies exists to effectively support instructio~~
- ~~_____ Work with teachers and campus administration to analyze student data, diagnose instructional needs, and implement actions to close achievement gaps through the data cycle model~~
- ~~_____ Share professional growth opportunities as well as current trends and methodologies within specific curricular areas with department members—~~

- ~~Collaborate with the administration to determine section allocation and teaching assignments~~
- ~~Serve as a mentor for new teachers in their department~~
- ~~May be involved in the interview process to provide site administration input into hiring new department members~~

~~The District reserves the right to annually determine the specific number and titles for Instructional Cabinet Members and annually select personnel to be designated as Instructional Cabinet Members.~~

~~Secondary Instructional Cabinet Extra Duty Pay per Member:~~

- ~~Pacific Beach (+ Teacher in Charge) \$1,200~~
- ~~Middle School / High School (1.0 - 4.9 FTE) \$1,500~~
- B. ~~Middle School/ High School (5.0+ FTE) \$2,200~~

1. \$750 SST stipend to secondary schools for SST Coordinators. One stipend per site to coordinate SSTs.

2. Secondary Management Teams

The annual extra duty pay is \$300 a position.

D. Other District Extra Duty Pay

1. Mentor Extra Duty Pay

Each district approved general education mentor will receive extra duty pay in the amount of \$1,500 per mentee for mentoring certificated staff who need to clear a credential. Each district approved special education mentor will receive extra duty pay in the amount of \$1,800 per special education mentee. In the case that a special education mentor is not available, a \$300 amount will be given to a special education teacher providing job alike supplemental support to the special education mentee. These amounts are established by the Teacher Induction Program (TIP) consortia and subject to change annually.

2. Nursing Coordinator

Extra duty pay in the amount of \$3,000 for a full year of service, or on a pro rata basis for service of less than one year, will be given to a certificated school nurse for coordinating nursing services. This total amount may be divided between selected certificated school nurses.

E. Athletic Extra Duty Schedule

1. High School

| | |
|---------------------------------|--------------------|
| Assistant Athletic Director | \$7,500 per year |
| Varsity Head Coach Tier 1 Sport | \$4,000 per season |
| Varsity Head Coach Tier 2 Sport | \$3,000 per season |
| Junior Varsity Head Coach | \$2,200 per season |
| Assistant Coach | \$2,200 per season |

| | | |
|----------------------|----------|----------------------|
| <u>Tier 1 Sports</u> | | <u>Tier 2 Sports</u> |
| Baseball | Swimming | Golf |
| Basketball | Track | Stunt Cheer |

| | | |
|---------------|------------|--------|
| Cross Country | Volleyball | Tennis |
| Football | Water Polo | |
| Soccer | Wrestling | |
| Softball | | |

2. Middle School

| | |
|---------------------------------------|--------------------|
| Athletic Director | \$7,500 per year |
| Head Coach (all middle school sports) | \$1,800 per season |

3. Elementary Athletics \$1000 per season

F. Activities Extra Duty Schedule

1. High School

| | |
|--|---------|
| Academic Competition Advisor* | \$1,500 |
| Band Director | \$4,500 |
| Class Advisor (Freshman/Sophomore) | \$500 |
| Class Advisor (Junior) | \$750 |
| Class Advisor (Senior) | \$1,500 |
| Dance Director | \$2,500 |
| Drama Director | \$4,000 |
| Extra-Curricular Advisor (i.e. color guard, drum line) | \$1,500 |
| Journalism Director | \$2,500 |
| Vocal Director | \$3,000 |
| Yearbook Director | \$2,000 |
| Yearbook Director (Pacific Beach) | \$1,500 |

*Academic Competition Advisor positions are determined by the school site and may include Mock Trial and Skills USA but not positions that have extra duty days or another listed amount.

2. Middle School

| | |
|--|---------|
| Academic Competition Advisor* (see note above) | \$1,000 |
| Activities Director | \$2,750 |
| Band Director | \$1,500 |
| Drama Director | \$2,500 |
| Intramural Director | \$2,000 |
| Vocal Director | \$1,000 |
| Yearbook Director | \$1,500 |

ARTICLE XVIII - DURATION AND RENEGOTIATION

- A. This Agreement shall be effective for the period July 1, ~~2019~~-2022 to June 30, ~~2022~~ 2025.
- 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 XIV - SALARY SCHEDULES AND RULES

A. General

1. Salary Schedules

The current salary schedules are attached as Appendix A. Bargaining unit members, except those positions with designated separate salary schedules in the appendix and defined work years listed in Article VI and sections F, G, H and I below, shall be paid in accordance with Appendix A, which is based on a work year of 186 duty days.

2. Full-time unit members who have a mandatory work year in excess of 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. Unit members with a mandatory work year in excess of 186 duty days shall be placed on the Base Salary Schedule as required by this Agreement and then receive the appropriate per diem pay. The per diem pay calculations for each cell are set forth on the Base Salary Schedule. Unit members who serve full-time one full semester shall receive not less than one-half of the annual salary.
3. Part-time unit members in secondary schools (excluding shared contract unit members 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) unit members on the same site.
4. Part-time unit members in elementary schools are normally assigned on a half-time basis for either morning or afternoon sessions. Such unit members 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 unit members.
5. Full-time and part-time unit members working less than 200 duty days will be paid monthly over an 11 (eleven) month period from August – June. Full-time and part-time unit members working every month of the year **and** 200 duty days or more will be paid monthly over a 12 (twelve) month period. Hourly paid unit members shall receive their paychecks on the 10th day of each month following the month worked.
6. Full-time unit members 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 unit member's regular rate and the number of periods taught each grading period by that unit member, as compared to full-time (280 minutes annualized) unit members 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. Initial Salary Placement

1. Initial Column Placement

Unit members who have satisfied statutory credentialing requirements shall be placed on the appropriate column of the salary schedule in accordance with the following degree and unit requirements:

| | |
|------------|--|
| Column I | Education Units Less than Column II |
| Column II | Bachelor's Degree plus 45 semester units |
| Column III | Bachelor's Degree plus 60 semester units |

2. Initial Step Placement

a. Teachers

Commencing July 1, ~~2019~~ 2022, credit for non-District teaching experience shall be granted at the rate of one step for each year of full-time comparable teaching experience in a similar setting up to a maximum of ten (10) years of service. 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.

b. Specialists and Career Technical Education Teachers

Commencing July 1, ~~2019~~ 2022, Specialists such as School Nurses, Librarians, Counselors, Psychologists, and Speech Language Pathologists and Career Technical Education Teachers shall be subject to the same prior experience credit rules as described in the paragraph above so long as the full-time comparable experience is within the relevant field of study.

C. Column Advancement

1. 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. 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.

2. In order to receive salary credit from a college or university, such semester units must be taken after the date of the Bachelor's Degree, and unit members must have received a grade of "C" or better. For unit members 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 Column II, and 20 for Column 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. For the purposes of salary advancement, ten (10) hours of Continuing Education Units (CEUs) are equivalent to one quarter unit and fifteen (15) hours of CEU's are equivalent to one semester unit.
4. College 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 column advancement 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 column advancement. District-sponsored training would follow all other contract requirements for column advancement.
7. Column advancement will 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 column advancement for that year, and appropriate adjustments to recover the earlier overpayments.

D. Step Advancement

~~A unit member who has been in paid status at least .75 FTE of the mandatory work year for the position will advance one step on the salary schedule upon their return to work the following school year. A unit member who, in any one school year, has served at least .75 FTE of the mandatory work year for the position will advance one step on the salary schedule.~~ Commencing July 1, 2019 2022, unit members who work less than full time

will advance as follows: .49 FTE or less of the mandatory work year of the position will advance one step every third year; .5 FTE to .74 FTE of the mandatory work year of the position will advance one step every other year.

E. Other Schedules

The Extra Duty Schedule is as set forth in Appendix F. Summer school shall be paid at the rate in effect when summer school commences.

F. Salary Schedule for Program Specialists

The salary schedule for Program Specialists is set forth in Appendix B.

G. Salary Schedule for School Psychologists

The salary schedule for School Psychologists is set forth in Appendix C.

H. Salary Schedule for Speech Language Pathologists

The salary schedule for Speech Language Pathologists is set forth in Appendix D.

I. Salary Schedule for Counselors

Elementary and Secondary Counselors receive a responsibility factor of 5% for possession of a Pupil Personnel Services credential. The salary schedule for Counselors is set forth in Appendix E.

J. Bonuses for Hard to Fill Positions

For unit members initially employed for the 2019-20 school year and thereafter, the District may offer a one-time signing bonus of \$5,000 to unit members who currently have a regular credential qualifying them to serve as special education, math, or science teachers, speech and language pathologists, or other hard to fill positions as determined by the District. The availability of such bonuses at any time may be communicated in the job announcement for these positions or may be added following initial interviews if there is a small applicant pool. Unit members who qualify for signing bonuses shall receive \$1,250 (25% of the bonus on the first payroll following reporting to work as a first year probationary employee), \$1,250 (25% of the bonus) on the first payroll following reporting to work as a second year probationary employee, and \$2,500 (50% of the bonus) on the first payroll following reporting to work in his/her third consecutive year of employment. This section shall end on June 30, ~~2022~~ 2025 unless extended by the parties in writing.

To assist in the recruitment of hard to fill positions, the district may allow up to 20 years of service credit for new hires. When the district designates a position as hard to fill and hires new employees with this incentive, current employees serving in, or transferring to, the identified position will be eligible for a salary adjustment if they were not previously credited with more than 10 years of experience when initially hired in SLCUSD. This salary adjustment will not be retroactive to original date of hire and will take effect in the school year for which the incentive was authorized. Employees will receive an email from Human Resources notifying them their current assignment was designated as Hard

to Fill Position. Employees will work with the Human Resources Analyst to verify years of service credit.

K Any payroll error resulting in an incorrect payment shall be corrected as soon as practicable after discovery thereof, and normally will be remedied by a supplemental warrant within five (5) working days. If the error resulted in overpayment, the amount in question shall be deducted from subsequent warrants via a mutually agreed upon written repayment agreement in a reasonable manner so as to minimize hardship to the employee.

L Standard Per Diem Hourly for all Unit Members

All unit members who receive per diem, will have it calculated by a seven (7) hour and ten (10) minute work day.

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.

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~~ 16 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 members who desire transfers are encouraged to file requests for same with the Human Resources department on the interest survey disseminated in January 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 Human Resources. See also section E below.

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 Human Resources), at the unit member's request, as to why the transfer request was not granted.

E. List of Openings

Probationary and Permanent Unit Members

Known vacancies will be published to employees electronically until two weeks before the start of school. Employees will have three (3) work days to express interest in the open position and will be scheduled to participate in the interview process with other transfer candidates soon thereafter. After the position has been posted internally for three (3) work days, current employees who are still interested but missed the deadline must apply online and compete with outside applicants.

Each such posting shall announce a deadline date for internal applicants, and interested unit members may express interest within three (3) work days. Employees may express interest in multiple sites, but once assigned to a requested opening must serve there for at least the upcoming school year. Before outside candidates are considered, all unit members appropriately credentialed who have expressed interest in the opening by the end of the three (3) work days deadline shall be interviewed and notified of the result. It is understood that the District will, at the same time as the above, be posting and recruiting external applicants as deemed appropriate.

Temporary Unit Members

The district may continue any temporary unit member at the same school site or position the following year without complying with posting and application procedures.

F. Late Openings

1. For unanticipated openings which occur two weeks prior to the school year and throughout the current 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.

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 Human Resources 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 Human Resources 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 Human Resources or designee, or to the Superintendent or designee if the Director of Human Resources 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.~~

D. 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 VI - HOURS OF WORK

A. Mandatory Work Year

Unless otherwise noted below, the total number of mandatory assigned duty days for unit members shall be 186, composed of 180 instructional days, three (3) days of mandatory staff development for secondary staff and two (2) full days and two (2) minimum days of mandatory staff development for elementary staff; one (1) unit member “set-up” day; one (1) unit member “take down” day; and one (1) non-instructional 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 sixty (60) minutes. The District shall be responsible for the planning and implementation of the staff development days, with input from the Association.

1. Mandatory Work Year for School Librarians. School Librarians shall work a mandatory work year of 196 days.
2. Mandatory Work Year for School Nurses. School Nurses shall work a mandatory work year of ~~190~~ 198 days to cover ESY and summerschool. 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.
3. Mandatory Work Year for Agricultural Teachers. Agricultural teachers shall work a mandatory work year of 211 days.*
4. Mandatory Work Year for Secondary Counselors. Secondary Counselors shall work a mandatory work year of ~~190~~ 198 days. Counselors will have discretion as to whether these days are attached to the beginning or end of their work year.
5. Mandatory Work Year for Teachers on Special Assignment. Teachers on Special Assignment shall work a mandatory work year of 206 days. Days worked in excess of their mandatory 206 duty days shall be paid on a per diem basis.
6. Mandatory Work Year for Program Specialists. Program Specialists shall work a mandatory work year of 209 workdays per year.
7. Mandatory Work Year for School Psychologists. School Psychologists shall work a mandatory work year of 198 days.
8. Mandatory Work Year for Activities and Athletic Directors. Activities and Athletic Directors shall work a mandatory work year of 215 days.* Athletic Director will be given an additional five (5) per diem days on a timecard.

*The parties recognize that unit members in these positions shall be granted the flexibility to work shorter days on extended work year days. This is due to the extra obligations required for activities/events for which these positions are responsible that occur outside of the regular duty day during the Mandatory Professional Work Year. The parties also recognize that the program needs for

these positions are different from the instructional program offered to secondary students. Nonetheless, the parties intend these unit members receive per diem pay and benefits equal to that provided to all secondary unit members for performing equivalent, even if different, work. Thus, the on-site obligation for these unit members shall be equitable to the on-site obligation applicable to all secondary unit members.

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.

B. On Site Obligations

1. 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 (PS, <u>Full Day</u> TK, half-hour lunch and <u>Full Day</u> K)* | 7 hrs. and 10 min., including |
| Secondary Teachers half-hour lunch | 7 hrs. and 40 min., including |
| School Librarians | 8 hrs., including half-hour lunch |
| School Nurses half-hour lunch | 7 hrs. and 40 min., including |
| Counselors lunch | 8 hrs., excluding half-hour |
| Psychologists lunch | 8 hrs., excluding half-hour |
| Program Specialists | 8 hrs., excluding half hour lunch |
| Elementary Music Teachers half-hour lunch | 7 hrs. and 40 min., including (annualized) |

The following teachers shall observe the normal scheduled on-site obligation of elementary or secondary teachers listed above:

Special Education Teachers
Speech/Language Hearing Teachers

* The 6th grade teachers at Los Osos Middle School will follow the contract language for secondary teachers.

2. Elementary Instructional Time

The number of instructional minutes for an elementary teacher is the length of the duty day minus lunch minus prep.

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.

4. Management Team

The Management Teams at high schools and middle schools shall determine the structure of the instructional day/year (e.g. block schedule, six period schedule, etc.) 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 as required by law 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.C.

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 structure of the instructional day/year 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.

C. Exceptions to On-Site Obligation

Unit members may leave after the student day has ended and their professional on-site responsibilities as defined in sections D1 and D2 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 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.

D. 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 1, 2 and 3, below, which contain related provisions.

1. 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
 - Complete mandatory legally required training
 - 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.)
2. 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.
3. 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, an information night, 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.

E. 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:

1. 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.
2. Participation in District offered in-services 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.

F. 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. Preschool, Transitional Kindergarten and Kindergarten Teachers who supervise TK/K students before, during, and after school shall be exempt from any other school wide duty schedule. 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 D.1. 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 10 hours per year.

G. 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.

H. Elementary Preparation/ Supervision Time

Within the normal scheduled on-site obligation of 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 classroom teacher of grades 4-6 preparation time of 150 minutes per week. The District shall provide each full-time classroom teacher of ~~Preschool—grade 3~~ grades 1-3 preparation time of 100 minutes per week. The District shall provide each full time classroom teacher of Preschool, TK and K preparation time of 150 minutes a week. The District shall provide each full-time elementary music and P.E. teacher preparation time of 100 minutes per week. Preparation time will not include travel, lunch or breaks. 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.

I. Elementary Teacher Collaboration Time (TCT)

1. TCT shall be for teacher collaboration and shall be scheduled within the teacher duty day.
2. 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.
3. Notwithstanding the definition of TCT in 2b) above, 60% of TCT may be used by teachers for preparation annually.
4. Twenty percent (20%) of TCT shall be directed by classroom and itinerant teachers.
5. Twenty percent (20%) of TCT shall be directed by site administrators.
6. TCT schedules shall be determined at individual school sites.

J. Secondary Teacher Collaboration Time (TCT)

1. TCT - Teacher Collaboration Time - is defined as a unit member deciding what other staff they collaborate with, including but not limited to: department chair, special education staff, department staff.
2. ACT - Admin. Collaboration Time - is defined as the collaboration time coordinated by (school) site or district admin. including tasks pushed out to ILT to be addressed in the department.
3. TCT time will be 50% of late start Mondays
4. ACT time will be the other 50% of late start Mondays
5. Both TCT and ACT should be focused on student learning, student well-being, and growing as educators in Professional Learning Communities discussing students, sharing strategies, and lesson planning together.
6. TCT will not be used for: LCAP presentation from admin., tutoring students who need help, trainings

K. 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.

L. Parent Conferences and Focus Weeks

Regarding parent conferences, unless a parent requests otherwise, the second trimester parent conference shall be optional for students in grade K-6 who are demonstrating progress toward meeting end-of-year grade level academic and behavior expectations as determined by students receiving all 3's, C's, or U's. Exceptions can be made on a case by case basis.

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 during the week of elementary parent conferences unless needed to comply with the law or in an emergency. During the last week of a semester or trimester, ~~Secondary~~ secondary teachers will not be required to attend any meeting, workshop, or in-service for longer than ~~fifteen (15)~~ thirty (30) 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. Prior to parent conference weeks, there will be a full student-free day for preparation for conferences.

An Elementary Conference Committee composed of six (6) administrators and a unit member from each elementary site 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. If the committee agrees changes need to be made, an MOU will be drafted and voted on by SLCTA membership.

Unit members serving on the Elementary Conference Committee shall be entitled to release time for days actually served working on the Committee. If the Elementary Conference 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.

M. Pre-School, Transition Kindergarten, and Kindergarten 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.

N. Instructional Calendar

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 two years . No later than December 1 of the year prior to the year of implementation, the Committee shall recommend instructional calendars 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 the calendars 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.

O. ~~Hourly Personnel and~~ Unit Members Teaching Adult School Classes

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

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.

P. Special Education Release Days and Supplemental Supports

All unit members teaching special education will receive eight (8) release days per year. Up to three of the 8 release days can be taken outside of regularly scheduled school days, paid at per diem pay. The district desires to provide supplemental support to designated special education teachers as appropriate on an individualized basis. The District's special education supplemental support procedure shall not be subject to negotiations and the grievance machinery of the collective bargaining agreement. The District retains its management prerogative to change its special education supplemental support procedure without negotiations.

The following new bargaining unit member information will be sent from the District to the Association office no more than thirty (30) calendar days after the date of hire or by the first pay period of the month of hire, whichever is later:

1. Name
2. Year of Birth
3. Home Address
4. Phone Numbers—work, home, cellular
5. Personal Email Addresses (non-District email)
6. School Site
7. Department/Grade Level or Assignment
8. Date of Hire in Bargaining Unit Position
9. Full Time Equivalent (FTE) status

The District shall not be obligated to provide a unit member's home or mobile telephone number or personal email address to the Association if the unit member does not provide such information to the District, if the unit member has made a written request that such information not be released, or if the unit member has an alternatively designated address pursuant to government Code section 6207 (pertaining to victims of domestic violence, abuse and stalking). The District shall indicate in the information provided to the Association office those unit members who have submitted such a request.

F. Bargaining Unit Member Information

The District will deliver to the Association office the following information for all bargaining unit members each September, January and May of every school year:

1. Name
2. Year of Birth
3. Home Address
4. Phone numbers—work, home, cellular
5. Personal Email Addresses (non-District email)
6. School Site
7. Department/Grade Level or Assignment
8. Date of Hire in Bargaining Unit Position
9. Full Time Equivalent (FTE) status
10. Whether the District is deducting membership dues for the unit member
11. Whether the employee is on unpaid leave

The District shall not be obligated to provide a unit member's home or mobile telephone number or personal email address to the Association if the unit member does not provide such information to the District, if the unit member has made a written request that such information not be released, or if the unit member has an alternatively designated address pursuant to Government Code section 6207 (pertaining to victims of domestic violence, abuse and stalking). The District shall indicate in the information provided to the Association President those unit members who have submitted such a request.

G. New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District will inform them of their employment status, benefits, duties, responsibilities, and provide other general employment-related information.

For unit members whose employment is starting at the beginning of the school year, the District will allow new unit members to attend an in-person orientation. This orientation session will generally take place prior to the first day of instruction, except when no new unit members are commencing employment at the beginning of the school year. The District will coordinate the new unit member orientation session with the Association. Administrators will excuse themselves from the Association presentation. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to these orientation sessions.

For unit member(s) hired after the start of the school year, the District will schedule monthly in-person orientation sessions during the morning of a late start Monday. The Association will be provided with thirty (30) minutes of uninterrupted time within the contracted teacher work day for unit member orientation sessions that occur after the beginning of the school year. The Association shall have one hour of District paid release time plus travel time for one bargaining unit representative to attend and participate in these orientation sessions. An annual schedule of monthly orientation meeting dates will be provided to the Association President prior to the start of each school year. These monthly orientation meetings will only be held if a new unit member has commenced employment with the District during the previous month. The District shall only disclose this information to the new unit members, Association representatives, and CTA-endorsed vendors. The District will confirm whether or not the orientation sessions will be held at least ten (10) days in advance of the scheduled meeting. Administrators will excuse themselves from the Association presentation. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to these orientation sessions.

H. 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.

I. 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. **Additional release time can be paid for by SLCTA if more than 20% release time is desired.** 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, ~~2022~~ 2025.

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J. 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.