

**AGREEMENT BETWEEN THE**

**SANTA MARIA-BONITA SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

**AND THE**

**SANTA MARIA ELEMENTARY EDUCATION**  
**ASSOCIATION**

**Effective July 1, 2023 through June 30, 2026**

AGREEMENT BETWEEN THE SANTA MARIA-BONITA SCHOOL DISTRICT BOARD OF  
EDUCATION AND THE SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION

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## ARTICLE 1 – AGREEMENT AND RECOGNITION

- 1.1 This is a bilateral and binding agreement made and entered into on August 22, 2023, between the Santa Maria-Bonita School District (hereinafter referred to as "District") and the Santa Maria Elementary Education Association CTA/NEA (hereinafter referred to as "Association"). The term "Member(s) of the Bargaining Unit" shall hereinafter be referred to as "Member(s)."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code ("Act").
- 1.3 This Agreement is for a period of three years and shall remain in full force and effect from July 1, 2023 until June 30, 2026.
- 1.4 All Articles are closed for the 2023-24 contract year. Article 14 Benefits, Article 15 Salaries will be open for negotiations in both the 2024-25 and 2025-26 contract years. Additionally, the Association and the District may each open two articles for negotiations in both the 2024-25 and 2025-26 contract years.
- 1.5 The District confirms its recognition of the Association as the exclusive representative of the existing bargaining unit as of July 1, 2023. The Association is composed of all certificated employees, excluding management, supervisory, confidential, and substitute employees.

## **ARTICLE 2 – NEGOTIATIONS PROCEDURE**

- 2.1 The term of this agreement is for three years, from July 1, 2023, to June 30, 2026.
- 2.2 The parties agree to meet and negotiate a successor agreement beginning with the 2026-2027 school year.
- 2.3 Either party may utilize the services of outside consultants or negotiators to assist in the negotiations.
- 2.4 Negotiations shall take place at times and dates that are mutually agreed upon by the parties.
- 2.5 The Association shall be entitled to release time for negotiations without loss of compensation. Release time shall not be used by more than seven (7) Members.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

- 3.1 The Association shall have the right to reasonable use of District buildings and facilities when not otherwise in use. Such use shall be subject to the conditions of Civic Center Act utilization.
- 3.2 The Association shall have the right to post notices of activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each faculty room. The Association may use the inter-district mail service and Members' mailboxes for communications to Members. Courtesy copies of posted material will be provided to the site administrator and the Superintendent's office at the time of posting.
- 3.3 The District shall provide the President of the Association time off from school duties, at full pay, authorized as follows:
- 3.3.1. When the President's teaching duties shall be equally shared with another teacher, the provisions in this section apply. Each year, by June 1, the Parties shall meet and agree on how the President's shared teaching duties will be structured during the next school year. Accordingly, the President will follow all the requirements below:
- 3.3.1.1 The President shall meet with the unit member hired by the District as the half-time teacher partner to develop a plan for dividing their time. That plan shall be submitted to the Site Administrator and Assistant Superintendent for Human Resources for approval.
- 3.3.1.2 Both the President and the half-time teacher partner unit member shall attend staff meetings and mandatory professional development opportunities, except when those events conflict with the President's scheduled responsibilities or participation in District meetings. It is hereby agreed the President is still responsible for any missed content of staff meetings and/or mandatory professional development opportunities. Further, it is understood that the site principal be given at least 72 hours'

notice in advance of any scheduled responsibilities or participation in District meetings, except when authorized in advance by the Assistant Superintendent for Human Resources.

3.3.2 It is agreed that the Association will pay one-half of the cost of the replacement of the President, including fringe benefits, with the District paying the other one-half of said cost. Said amounts will be billed monthly by the District to the Association. The Association agrees to pay billed amounts within 30 days, and in no instance will more than two months' billing remain unpaid by the Association.

3.3.2.1 When the President is released full-time from all District duties to serve the Association as President, then the President shall be considered on paid leave during their term as President.

3.3.2.2 It is agreed that when the President is released full-time from all duties and serves only the Association as president, the Association will pay three-quarters of the actual cost of the President, including fringe benefits, with the District paying one-quarter of the actual cost of the President, including fringe benefits. Said amounts will be billed monthly by the District to the Association. The Association agrees to pay billed amounts within 30 days, and in no instance will more than two months' billing remain unpaid by the Association.

3.3.3 In the event that the Association does not make timely payment of amounts due under the provisions of section 3.3.2.2, the President's release time and related payment requirements will be reduced to those defined in sections 3.3.1 and 3.3.2, respectively commencing 15 days after notice from the District of a delinquency in payment. If a fifty percent (50%) assignment is not available at the

time, then the President will provide their fifty percent (50%) district service assignment in the role of a substitute teacher and/or as a Teacher Tutor.

3.3.4 A former President who completes their term and terminates this release time shall be returned to their previous assignment, unless that assignment is not available, in which case they shall have the rights of any other Bargaining Unit Member whose position is eliminated.

3.3.5 The President and Association shall notify the District in written form prior to February 15th of each year if the President's release will be enacted under provisions 3.3.1.1 and 3.3.1.2 or 3.3.2.1 and 3.3.2.2. An email to the Assistant Superintendent for Human Resources district email account will be considered a written form.

3.4 Names, building assignments, and salary schedule placement of Members shall be provided without cost to the Association no later than the end of the fourth (4th) week following the opening day of school. The District shall also promptly furnish to the Association all budget reports and required state and county reports as such information becomes available to the public.

3.5 The District will forward to the Association a copy of Board agendas, including warrants paid for the related period, exclusive of executive session materials, as well as any amended agenda(s), at the time agenda(s) and amended agenda(s) are distributed to Board members.

3.6 Association Right to Consult

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent those matters are within the discretion of the District under the law. (CA Gov Code 3543.2(a)(3))

3.6.1 When the District forms advisory teams or committees that work within these areas, the Association has the right to appoint a member(s) to these teams or committees in addition to other team or committee members.



### 3.7 Labor Management Council

The Labor Management Council (LMC) will be an integral component of the interest-based problem-solving model as a forum for the sharing of information and discussion of important issues in the Santa Maria-Bonita School District. The LMC shall work to identify and present potential problems and seek to resolve employee/administration conflicts/disputes on appropriate non-bargainable issues. The LMC will build and model a climate of ongoing problem-solving that enhances outcomes for both parties.

#### 3.7.1 Building a Climate of Ongoing Problem Solving:

We agree that up to five (5) LMC members shall be appointed by each of the respective organizations, including the SMEEA President and the Superintendent, and that each LMC member shall be personally committed to this Council's standards and to building trust through principled communications with each other. All members shall be empowered by their constituents to make decisions. The LMC shall use consensus decision-making (SMEEA 1 vote and District 1 vote).

3.7.2 We agree and acknowledge that the Labor Management Council is used to resolve employee/administration conflicts/disputes, share information, discuss and resolve grievances, address complaints and issues, and assist sites with problem-solving.

3.7.3 We agree and acknowledge that the Labor Management Council is not used to replace collective bargaining agreements, board policies, administrative regulations, Association or administrative prerogatives; address emergency/crisis situations or for situations requiring quick or urgent decisions/actions; make all decisions or resolve all issues; or negotiate.

3.7.4 We agree that the LMC shall meet monthly, with an agenda created in advance, with a non-member recorder who is responsible for transcribing the group memory.

- 3.7.5 We agree that charts will be created when needed and shall become the group memory of the meetings.
  - 3.7.6 We agree that the Human Resources Division shall provide logistical support for the LMC, including reminders of upcoming meetings and acquiring a facilitator when requested by either party.
  - 3.7.7 We agree to establish joint communiqués as the primary process by which LMC meeting information shall be shared with constituencies as needed. We acknowledge that each party often and legitimately communicates with its constituency in other ways.
  - 3.7.8 We agree that the LMC shall meet on the third Wednesday of each month from 1:30 – 3:00 p.m. unless otherwise mutually agreed.
  - 3.7.9 We acknowledge the value of each party's interests and their right to own and express them.
  - 3.7.10 We will provide continued and ongoing interest-based problem-solving training for all new leaders and LMC members. All LMC members shall commit to participate in interest-based problem-solving training as a condition of membership in the LMC.
- 3.8 The passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code. It amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees. AB 119 did not establish the structure, time, and manner of SMEEA's access to employees during the onboarding process but instead requires the parties to negotiate over such access by the exclusive representative.
- 3.8.1 The District shall provide SMEEA notice of any newly hired employee within thirty (30) days of the date of hire via electronic mail. The notice will include the following information: full legal name, date of hire, classification, and site.
    - 3.8.1.1 "Newly hired employee" or "new hire" means any employee, whether

permanent, temporary, full-time, or part-time, hired by the District and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by SMEEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the SMEEA unit.

3.8.2 The District shall provide SMEEA with contact information provided to the district by the newly hired employee. The information will be provided to SMEEA via electronic mail on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- a. First Name;
- b. Middle Initial;
- c. Last Name;
- d. Suffix (e.g., Jr., III);
- e. Job Title;
- f. Department;
- g. Primary Worksite Name;
- h. Work Telephone Number;
- i. Work Extension;
- j. Home Street Address (incl. apartment #);
- k. City;
- l. State;
- m. ZIP Code (5 or 9 digits);
- n. Home Telephone Number (10 digits);
- o. Personal Cellular Telephone Number (10 digits);

- p. Personal Email Address of the Employee;
- q. Employee ID/Escape #;
- r. Hire Date;
- s. Employment Status;

3.8.2.1 This information shall be provided to SMEEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an email to SMEEA confirming they did not hire any new staff that month.

3.8.3 Periodic Update of Contact Information: As provided by the employee, the District shall provide SMEEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to SMEEA via electronic mail. This contact information shall also include the following information, with each field listed in its own column:

- a. First Name;
- b. Middle Initial;
- c. Last Name;
- d. Suffix (e.g., Jr., III);
- e. Job Title;
- f. Department;
- g. Primary Worksite Name;
- h. Work Telephone Number;
- i. Work Extension;
- j. Home Street Address (incl. apartment #);
- k. City;
- l. State;
- m. ZIP Code (5 or 9 digits);
- n. Home Telephone Number (10 digits);

- o. Personal Cellular Telephone Number (10 digits);
- p. Personal Email Address of the Employee;
- q. Employee ID/Escape #;
- r. Hire Date;
- s. Employment Status.

3.8.4 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters. This shall include both one-on-one meetings with Human Resources representatives or any larger group orientations initiated by the District.

3.8.5 The District shall include an SMEEA Welcome Letter in any employee orientation packet of District materials provided to any newly hired employee.

3.8.5.1 The District shall provide SMEEA mandatory access to its new employee orientations.

3.8.5.2 The Association shall be granted 45 minutes for Association use during the new teacher orientation day, immediately prior to or following lunch.

3.8.5.3 SMEEA will be provided access to employees hired after the new teacher orientation within 30 days of employment.

#### **ARTICLE 4 – PROFESSIONAL DUES AND FEES**

- 4.1 Any Member who is a Member of SMEEA or who has applied for membership may sign and deliver to the District an assignment authorizing deductions of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing within thirty (30) days prior to the conclusion of the Member's contract year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Member each month for ten (10) months. Deductions for Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.
- 4.2 With respect to all sums deducted by the District pursuant to the authorization of the Member, whether for membership dues or equivalent fees, the District agrees to remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made indicating any changes in personnel from the list previously listed.
- 4.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.4 Upon appropriate written authorization from the Member, the District shall deduct from the salary of any Member and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs approved by the District.

## **ARTICLE 5 – WORK DAY AND WORK YEAR**

### **5.1 Work Year**

The number of pupil contact days in the school year shall be 180 days, with additional days for activities as prescribed by the District not to exceed six (6) days. An additional day for Members who are new to the District will also be scheduled.

5.1.1 The academic calendars will be discussed with stakeholders prior to being negotiated in October, prior to the beginning of the next school term for which a calendar has not been approved. Calendars will be negotiated in two-year increments.

5.1.2 Any modification at a school site of the adopted District calendar, which involves changing the work dates of the adopted calendar, will be negotiated.

5.1.3 Preschool teachers shall have work years, work days, and pupil contact days as required by federal and state laws governing the State Preschool program.

5.1.4 School Psychologists shall have a 195-day work year and work 8 hours per day (exclusive of lunch). The Psychologist salary schedule is found in this agreement as Appendix B.

5.1.5 Speech and Language Therapists shall have a 186-day work year and work 8 hours per day (exclusive of lunch), with the clear expectation “Indirect Service Weeks” shall NOT be needed and/or utilized. The Speech and Language Therapist salary schedule is found in this agreement as Appendix C.

5.1.6 School Nurses. In an effort to support student health needs that extend beyond the regular school day, Nurses shall have a 186-day work year and work 8 hours per day (exclusive of lunch). The School Nurse Salary Schedule is found in this Agreement as Appendix C.

### **5.2 Work Day and Professional Duties**

#### **5.2.1 Work Day**

5.2.1.1 The length of the work day for all Members, except part-time Members, shall be 6 hours and 30 minutes (exclusive of the lunch period and

inclusive of 45-minutes of preparation time). The work day for TK-6 teachers shall begin 30 minutes before the Member's first scheduled class meeting with students. For grades 7 and 8, the following minimum and maximum minutes shall apply: The teacher-pupil instructional contact time for grades 7 and 8 shall not be less than 300 minutes, including homeroom but excluding passing time, and a maximum of 319 minutes, which will include passing time and homeroom. No teacher in grades 7 and 8 will be required to teach more than 5 periods. For purposes of this section only, a "period" is defined as a class where work is assigned for which academic credit is reported.

5.2.1.2 Junior High Schools may redesign their master schedule through a collaborative process with site administration and all site certificated staff.

5.2.1.2.1 Any finalized redesign of the master schedule must be presented to the staff by January 15 of the school year preceding implementation.

5.2.1.2.2 All interested site unit members shall be allowed to participate in the discussion and redesign of the master schedule.

## 5.2.2 Professional Duties

5.2.2.1 The professional duties of members require both on-site and off-site hours of work, and the total time necessary to perform all professional duties varies from day to day, and from member to member. However, the normal on-site obligation shall not exceed six (6) hours and thirty (30) minutes, exclusive of the lunch period and inclusive of 45 minutes of preparation time. Each member is responsible for performing duties that are reasonably related to his/her regular assignment, depending upon the educational program and student needs. This time is not a stipulation of a limit as to the work required as it is understood the professional status of the educator makes it desirable and necessary that substantially more



than six hours and thirty minutes is and always will be required to complete preparation and other work necessary to satisfactorily execute the responsibilities of the contract.

Professional duties which may routinely require work outside the described normal schedule of on-site and off-site hours include:

- Planning and preparing lesson plans.
- Selecting materials for instruction as part of lesson planning.
- Reviewing and evaluating the work of students.
- Grading progress for all students, for all subjects taught, on a reasonably current basis.
- Conferring with students and/or parents.
- For Special Education teachers, the need to keep records to include the development of I.E.P. or other student related plans or progress reports.
- Participating and supervising Back-to-School and Open House per Section 5.7.2.
- Attendance at Staff Meetings, staff collaboration, and/or professional learning time as indicated in Article 5.6.

This time is not a stipulation of a limit as to the work required as it is understood the professional status of the educator makes it desirable and necessary that substantially more than six hours and thirty minutes is and always will be required to complete preparation and other work necessary to satisfactorily execute the responsibilities of the contract.

Professional duties that may routinely require work outside the described normal schedule of on-site hours include planning and preparing lesson plans and reviewing and evaluating the work of students. As professionals, educators may schedule their use of time outside the workday to serve the needs of their students.

#### 5.2.2.2 Professional duties under the direction of the site or District

administration and required within the normal scheduled on-site hours

(exclusive of the duty-free lunch period) include:

- Conferences with staff, teacher, and parent and/or student, as needed;
- I.E.P. meetings, as needed;
- Supervising students and activities related to the member's regular assignment as a Certificated employee;
- Participating in professional activities related to the member's regular assignment;
- Participating in staff development programs relating to the member's regular assignment; and
- Other reasonably related duties as assigned.

#### 5.2.2.3 Professional duties under the direction of the site or District

administration and required beyond the normal scheduled on-site hours include but are not limited to:

- Participation in IEP meetings that continue beyond the work day or which require scheduling after the work day.
- The rate for SH teacher stipends located in Article 15.10 in the Collective Bargaining Agreement shall be based on Step 2, Column 4. The compensation shall be for the following duties: participating in IEPs outside of contracted school hours; monitoring student arrival and dismissal bus transportation as directed; and other activities as required in the student's IEP or other student-specific needs and activities.
- Other Special Education Teachers (LH, RSP, BCBA, APE, and Speech) shall be compensated through an Extra Work Agreement for work done outside of the contracted work day at the hourly rate based on Step 2, Column 4.
- Regular education teachers who are required to participate in IEP

meetings outside of the contracted day shall be compensated through an Extra Work Agreement at the Expanded Learning rate (Hourly Rate Pay Schedule #3).

- 5.2.3 There are times when the Members cannot avoid transacting school-related business or personal business away from the school site during the prescribed work day. Such things as meetings, doctor and dental appointments, attending early classes in furtherance of their education, and personal business that cannot be transacted at another time would be examples of the type of things that would necessitate such departure. Reasons are not limited to the above, but the above are typical examples that would permit absence from the school site. It is understood that the latitude on departure time applies only to those times when the Member is not scheduled to be conducting classes and does not have other scheduled responsibilities, as discussed below. Such departure does not relieve the Member of the responsibility for attending curriculum, staff and parent organization meetings, parent-teacher conferences, principal-teacher conferences, or other assigned regular and special duties. When a Member plans to leave the school site during the work day, exclusive of the lunch periods, the site administrator must be notified through a sign-out sheet the day prior to such departure. If the departure is on school business, notifying the site secretary will be sufficient notice. Absence from the school site will normally be limited to one (1) hour and shall occur on an infrequent basis when "related" to non-school "related" business as described above.
- 5.2.4 In cases of emergency, and a Member needs to leave the school site, the member will notify the site administrator. Emergency departures that exceed one (1) hour will require the utilization of Personal Necessity Leave (Article VI, Section 6.4).
- 5.2.5 Part-time members shall have at least a three (3) hour and fifteen (15) minute work day. All part-time Members employed in a 7th and 8th-grade site shall have

no more than two (2) instructional blocks and shall have additional responsibility that shall be limited to Back to School Night, except Individualized Education Program meetings that cannot reasonably be held within the workday. All parent conferences for part-time members shall be scheduled within the regular work day unless the member is provided extra pay for their time.

5.2.6 Limited Assignment Teachers (LATs) – Limited Assignment Teachers are Members with a workday of less than three (3) hours and fifteen (15) minutes. All LATs employed in 7th and 8th-grade sites shall teach no more than one (1) instructional block and shall have additional responsibility that shall be limited to Back to School Night, except Individualized Education Program meetings that cannot reasonably be held within the workday. All parent conferences shall be scheduled within the contracted time. LATs shall earn sick leave on a prorated basis.

### 5.3 Duty-Free Lunch and Relief Period

5.3.1 Each Member will receive one duty-free uninterrupted lunch period, except in emergencies where the health, welfare, and/or safety of students is jeopardized or during inclement weather as specified in paragraph 5.3.3 of this Section.

5.3.2 The regular lunch period shall be equivalent to the student lunch period, less the time necessary for coverage of student passage, but in no instance will the lunch period for a Member be less than forty (40) consecutive minutes.

5.3.3 In the event of inclement weather, which causes students to return to the classroom earlier than the normal lunch period, every effort will be made to provide Members with a lunch period of not less than thirty (30) consecutive minutes.

5.3.4 Prior to the revision of a "rainy day" schedule at any school site, input will be solicited from the affected Members.

5.3.5 All schools shall provide a relief period to Members of not less than ten (10) minutes, which shall occur in the morning as near as possible to the middle of the

Members' longest duty assignment.

#### 5.4 Preparation Periods: Grades TK-8

5.4.1 Each full-time Member, except the Association President, employed in grades TK-8 shall have a preparation period. Grades 7 and 8 shall have one period of preparation time each day, which shall be equal to the length of a regularly scheduled class period. TK-6 shall have a preparation period one time per month, to be scheduled by the Principal, during the following months: September, October, December, February, April, and May on an Early Release Day. All TK-6 members shall be entitled to a preparation period on an Early Release day, to begin immediately following the dismissal of students and completion of assigned duties. Site and District administrators will not schedule a staff meeting or Professional Development on the six (6) Early Release Days designated for the elementary preparation period.

5.4.2 This preparation period is intended for the planning of classroom activities and other duties intrinsic to the classroom teaching function.

5.4.3 This time shall not regularly be interrupted by staff meetings or other scheduled meetings, nor shall the time regularly be used to substitute for another employee or Member. Except in cases of extreme necessity or by mutual agreement, such interruptions shall be scheduled one work day in advance. Preparation time for Grades 7 and 8, used as a result of requesting homeroom Members to hold classes for special homeroom activities for any portion of the preparation period, shall be rotated.

The District will attempt to avoid having the Member's classroom used by other personnel during the Member's preparation period.

#### 5.5 Assigned Duties

All certificated staff members, with the exception of SDC, itinerant educators, Transitional Kindergarten and Kindergarten teachers, may be assigned to student supervision after school. There will be no dismissal duty on Minimum Days, but there will

be dismissal duty on early out days. Assignments shall be on a rotational basis equitably distributed among the members at the beginning of the school year. This dismissal duty shall not exceed fifteen (15) minutes per day, except in case of emergency. Afternoon recess duty is voluntary for Grades 1-3.

#### 5.6 Staff Meetings

Staff meetings shall be no more than 75 minutes per week. The day of the week for staff meetings shall be fixed and shall occur on the early out day. An alternative fixed day may be determined at a site if site Members and Site Administration agree. Site Administration has discretion over the use of staff meeting time. There shall be no staff meetings scheduled in weeks designated as prep days, as allowed in Section 5.4.1. Weeks that are designated for conferences, under Section 5.10 for junior highs, and Section 5.12 for elementary, Back to School Night, and Open House under Section 5.7.2 will not have staff meetings scheduled.

5.6.1 It is a professional expectation that Unit Members will be present for all regularly scheduled staff meetings and professional development meetings. When unable to attend, the Member will communicate, in advance of the meeting, with the Site Administrator or their designee. Unit members who miss staff meeting time that occurs during the 6.5-hour work day may be charged leave time as appropriate.

#### 5.7 Extracurricular Duties and Non-Teaching Activities

Extracurricular activities such as student games, dances, and special student activity assignments shall be limited to a maximum of eight (8) hours per year for Junior High unit members. Assignments shall be on a rotational basis equally distributed among the staff. Members will first be given an opportunity to volunteer for duty assignments, and all volunteer time will count against the total hours necessary to complete the assignment roster. In order to ensure equity among staff, each site will make a calendar/list of extracurricular duties for the school year. Staff who have not volunteered

for extracurricular duties on the calendar/list of extracurricular duties can be assigned extracurricular duties by the site administrator. Extracurricular duties will not be required on weekends or holidays.

5.7.1 No later than the day after the Labor Day holiday, elementary school members shall be presented with a list of student-centered events that require supervision/participation. Unit members will not be required to plan for or prep these events but may volunteer to do so and will receive extracurricular credit for doing so. Unit members may be required to select events that equal up to six (6) hours of coverage, exclusive of Back-to-School Night and Open House.

5.7.2 Back-to-School Nights shall not exceed two hours in length, and Open House shall not exceed one-and-a-half hours in length. Both shall terminate no later than 8:00 p.m. for all unit members.

5.8 Voluntary Adjunct activities

Adjunct activities are voluntary, supplemental activities that take place outside of the work day and help to enhance the effectiveness of the educational process and cannot be required.

5.9 Each school shall make a reasonable effort to schedule school functions on a designated day of the week.

5.10 Junior High Conferences

There will be four (4) student conference days in the fall for all students to meet the needs of the parent/guardian community and three (3) days in the spring for students not meeting graduation requirements and/or at risk of retention. These days are minimum days. Full-time Members will attend one evening conference period in the fall and one evening conference period in the spring from 5:00 p.m. until 7:00 p.m. on a mutually agreed upon day during the regular conference period. With the mutual consent of the site administrator and the Members at the site, a second evening conference can be added at each site, or the hours for the evening conference may be altered. The

conferences are to be held in one central location or other mutually agreed upon location.

There must be an administrator present during the conference period along with interpreters and other needed support personnel.

- 5.11 Members will not be required to remain on site after the students are dismissed on the day scheduled for evening conferences. The evening conference period is inclusive of a 6.5-hour work day.

5.12 TK-6 Conferences

It is the shared goal of both SMEEA and the Santa Maria-Bonita School District that all parents and/or guardians participate in the education of their children through student conferences. All families should be encouraged to attend conferences in the fall, and the families of students who need additional support, as identified in the CBA, should attend in the spring.

There will be seven (7) student conference days in the fall for all students and three (3) student conference days in the spring for those students who have been determined by the teacher as at risk of retention or otherwise needing a conference or whose parent(s) have requested a conference. These days will be minimum days. The first day of each conference period may, at the Member's discretion, be a conference-free day to allow time to work on report cards and other conference preparation. Sections 5.12.1 and 5.12.2 inclusive serve to keep the Elementary Evening Conference grievance at abeyance.

- 5.12.1 One evening in the fall and one evening in the spring will be designated as an evening conference day based on the needs of the parent/guardian community.

This will be scheduled on a mutually agreed upon day and time during the regular conference period for a time of up to two hours, and it will end no later than 7:00 p.m. The conferences will be held in one central location or at another mutually agreed upon location. There must be an administrator present along with needed support personnel.

- 5.12.1.1 Once an evening is designated as an elementary evening conference day pursuant to Article 5.12.1, all parents and guardians will be made



aware of the availability of afternoon (during the regular work day) and elementary evening conferences by the administration and by individual bargaining unit members.

5.12.1.2 When a parent asks a unit member for an evening conference for the day that has been designated pursuant to Article 5.12.1, the unit member will schedule the conference if a conference time slot is available.

5.12.1.3 While it is our shared goal to communicate with parents as fully and effectively as possible, no Unit Member will be required to participate in more than two hours of evening conferences per conference period, nor shall they be required to be in attendance when they do not have a scheduled evening conference.

5.12.1.4 If the administration and membership at a site so desire, they may schedule evening conferences on more than one evening, but unit members are not required to attend more than one.

5.12.2 Throughout the conference period, Unit Members will continue to work the equivalent of a 6.5-hour work day, inclusive of the time spent in evening conferences. During a five-day conference period, for example, the total minimum work hours, inclusive of the minimum days, daytime conference time, and evening conference time, will equal 32.5, with an average of 6.5 daily.

5.12.3 I.E.P. meetings can take the place of a parent teacher conference. In this case, general education members shall be notified at least one month prior to the IEP meeting when possible. If an IEP meeting is scheduled during the Conference period or within two (2) weeks of the Conference period, there is no need to also schedule a separate parent teacher conference meeting unless it is requested by the parent.

5.13 A “student day” means a day in which students and teachers are in the classroom. A student day is called a “pupil contact day” in Article 5.1 of the Agreement.

5.13.1 The work year calendar allows for mandatory professional learning and teacher

work days when students are not in attendance. This is part of the “additional days for activities as prescribed by the District” as specified in Article 5.1 of the Agreement.

Beginning with the 2022-2023 School Year, the six (6) days identified in

Section 5.1 include:

- three (3) days at the beginning of the school year;
  - One (1) day is a teacher work day
  - One (1) day would be divided as follows:
    - One-half of the day would be dedicated to site activities, such as staff meetings, department meetings, etc.
    - One-half of the day would be dedicated to teacher classroom preparation time.
  - One (1) day is used for mandatory professional development.
- The other three (3) days remaining are as follows:
  - One (1) mandatory professional development to be scheduled sometime during the school year (Section 5.13.4).
  - One (1) teacher workday on the first contract day following winter break.
  - One (1) teacher work day following the last student day of the school year.

For additional classroom preparation time, unit members may submit up to 3.25 hours (one half day) for compensation for actual time worked at their per-diem rate prior to the start of the school year, scheduled through their administrators once administrators have returned to the site.

5.13.2 A “mandatory professional learning day” is a single day, six (6) hours and thirty (30) minutes in length, which all Members are required to attend.

5.13.3 “Attend” for the purposes of being paid for attending a mandatory or voluntary staff development day means being present for the entire six-hour and

thirty-minute staff development session, signing in at the beginning of the day, and signing out at the end of the day. Any member who fails to meet these requirements shall not receive credit for the staff development day.

5.13.4 One of the additional days per year for activities prescribed by the District shall be designated as a mandatory staff development day for all Members.

5.13.5 In calendar years where there is only one teacher work day at the beginning of the school year, that day shall only be used for the purpose of allowing a Member who is a classroom teacher to individually prepare their classroom for the start of the school year. No classroom teacher shall be asked or required to attend any meeting or participate in any activity, including staff development, on that day during the Member's work day. Site-based coaches may be assigned to assist teachers with setting up at the start of the school year.

5.13.6 Any Member who does not attend the mandatory staff development day must use sick leave days or other usual means of accounting for absence from a normal duty day.

5.13.7 In addition to the parent-teacher conference days in the fall and spring (Sections 5.10 & 5.12), at Junior High sites there will be six (6) minimum days plus the four (4) minimum days at the end of the school year. These minimum days are used for such purposes as staff development, grade-level planning, and coordination. At the Elementary sites, there shall be three (3) minimum days plus one (1) minimum day on the last student day of the school year. Elementary members will have one (1) minimum day on a date as close to possible as one week before the day report cards are due in each trimester to work on-site on the preparation of report cards.

## **ARTICLE 6 - LEAVES**

### **6.1 Sick Leave**

#### **6.1.1 Regular Members of the Bargaining Unit**

6.1.1.1 Each full-time Member shall receive ten (10) days of paid sick leave per year. A Member employed for a part of the year shall earn sick leave on a prorated basis. A Member required to work a longer than normal work year will receive additional sick leave at the rate of .25 days per week. The maximum number of sick leave entitlement days earned per year shall not exceed twelve (12).

6.1.1.2 If a Member does not utilize the full amount of sick leave earned and/or accrued in any school year, the amount not taken shall be cumulative from year to year without limit.

6.1.1.3 A member shall be entitled to use sick leave for illness or visits to a doctor or dentist. This shall also apply to a Member's child (regardless of age or dependency status), spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild or sibling, or any person living in the immediate household of the employee.

#### **6.1.2 Salary When Absence Exceeds Sick Leave**

Pursuant to Education Code section 44977, during each school year, if a Member is absent in excess of their sick leave entitlement, they will be paid 57½% of the regular salary for a period of not more than one hundred (100) school days. The extended sick leave, including accumulated sick leave, and the 100-day period shall run consecutively. An employee shall not be provided more than one 100-day period per illness or accident. However, if a school year terminates before the 100-day period is exhausted, the employee may take the balance of the 100-day period in a subsequent school year.

#### **6.1.3 Sick Leave Transfer**

As provided by Education Code secs. 44979 and 44980, a new Member who

enters the District within the school year succeeding the school year in which employment is terminated from another public school district, community college district, or county office of education in California shall be permitted to transfer verified sick leave into the District. The new Member shall be responsible for initiating this action.

- 6.1.4 The District shall provide each Member with a written statement of (1) their accrued sick leave total and (2) their sick leave entitlement for the school year. Such a statement shall be provided no later than November 1 of each school year.

## 6.2 Pregnancy Leave

### 6.2.1 Leave at Request of the Member of the Bargaining Unit

In the event a Member who is pregnant wishes to have a leave of absence for any period in excess of that when there is a physical or mental disability, leave may be granted. Such leave shall be without pay.

### 6.2.2 Pregnancy-Related Disability

The Member must file with the Assistant Superintendent for Human Resources a statement from their physician that they are physically and/or mentally disabled as a result of pregnancy, childbirth, and related medical conditions and state the expected date of delivery. Utilization of sick leave due to pregnancy-related disability shall begin whenever the Member is, in the opinion of the attending physician, disabled to the point where the normal duties required of the position cannot be carried on or performed effectively and may be continued for the length of such physical or mental disability.

### 6.2.3 Pay during Pregnancy-Related Disability

Days of absence due to pregnancy disability shall be treated as days of sick leave, and absences shall be paid absences until the accumulated sick leave days of the Member have been exhausted. Sick leave payment shall apply to such absences for periods either before and/or following the birth of the child.

#### 6.2.4 Parental Leave

Members who are eligible for parental leave under Education Code section 44977.5 may take such leave, with eligibility determined in accordance with the provisions of the law. If both spouses are employed by the District, the combined total Family Care and Medical Leave shall be limited to 18 weeks for both spouses, with each parent not to exceed 12 weeks of Family Care and Medical Leave. Parental bonding leave is paid to the extent provided for in the California Education Code and California Government Code, including the use of accumulated sick leave and differential pay.

#### 6.3 Bereavement

6.3.1 Members are entitled to leave of absence of four (4) days or six (6) days if travel exceeds 200 miles one way for the death of any Member of their immediate family, and to such additional days thereafter as the District may allow. No deduction shall be made from the salary of such Member, nor shall such leave be deducted from any other leave category, which may be utilized for this purpose in addition to bereavement leave. Members of an immediate family are defined as follows:

Spouse or Registered Domestic Partner

Child

Stepchild

Parent of the Member or spouse

Stepparent of the Member or spouse

An individual who has performed the functions of a parent to the Member

Sibling of the Member

Grandchild of the Member or spouse

Grandparent of the Member or spouse

Sibling-in-law

Children-in-law

Sibling of Parent of the Member or spouse

Person living in the immediate household of the Member

6.3.2 The District shall require the use of Bereavement Leave before Personal Importance/Necessity Leave days are used for the purposes allowed in this paragraph.

#### 6.4 Personal Necessity Leave

6.4.1 Members may utilize up to seven (7) days' leave of absence annually for personal necessity. Such leave shall be deducted from the Member's accumulated sick leave and shall not accumulate from year to year. The term "personal necessity" for purposes of this Article is limited to the following:

6.4.1.1 Death of a member of a unit Member's immediate family when the number of days requested exceeds the number provided for under Bereavement Leave.

6.4.1.2 An accident involving the unit Member's person or property or the person or property of a member of their immediate family and of such an emergency nature as to require the attention and presence of the Member during the working day.

6.4.1.3 Imminent danger to the Member's home, serious in nature and which requires the presence of the Member during the working day.

6.4.1.4 Actual attendance at the funeral of a distant relative, friend, neighbor, employee, or other acquaintance.

6.4.1.5 Unforeseen circumstances involving transportation or storm conditions that prevent the Member from traveling to and from work.

6.4.1.6 Court Appearance - appearance in court as a litigant.

6.4.1.7 Specific family responsibilities or family business imperatives that require the personal presence of the employee during working hours.

6.4.1.8 Religious holiday

6.4.2 Such leave shall be granted to each Member only upon application to the

appropriate site administrator or other immediate superior at least forty-eight (48) hours before taking such leave, except in the case of an emergency. Written application must be completed by submitting the "Application for Personal Necessity Leave Benefits - Certificated" form to the site administrator at least forty-eight (48) hours before taking such leave.

6.4.3 Discretionary Days The Member will be allowed to utilize up to four (4) days in a two-year period of Personal Necessity Leave days at their own discretion upon the following conditions:

6.4.3.1 Such days shall be charged against the Member's unused sick leave.

6.4.3.2 Forty-eight (48) hours written notice shall be required unless  
extenuating circumstances occur which prevent such notice from being given; in that event, the Member shall make every reasonable effort to give advance notice.

6.4.3.3 Administration retains the right to refuse the Member to utilize a certain day if, in the opinion of the Assistant Superintendent for Human Resources, too many Members simultaneously select the same day.

6.4.3.4 The Member shall not be required to give reasons for the use of such day.

6.4.3.5 Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, or attending to matters which could reasonably be scheduled outside of working hours.

6.4.4 The days allowed shall be deducted from and may not exceed the number of full paid days of sick leave to which the Member is entitled.

6.4.5 If the total number of days absent should exceed seven (7) and the reason for the leave is an emergency as defined in items 6.4.1.1, 6.4.1.2, 6.4.1.3 or 6.4.1.5 above, Member shall be paid 57½% of their salary for the number of days left of accumulated sick leave.



The limits and conditions outlined in items 6.4.1 and 6.4.5 shall apply to this item as well as the rest of the Article.

## 6.5 Inservice Leave

6.5.1 A Member shall be entitled to a maximum of five (5) days of non-accumulative paid leave during each two (2) years of service with the District for the purpose of improving their job performance. Such leave may be used to attend conferences, workshops, or other activities that relate to their job performance. The use of such leave must be approved by the immediate administrator and authorized by the Superintendent/Designee.

6.5.2 Costs of housing, meals, and mileage will be borne by the Member.

6.5.3 The total amount to be expended by the District for substitute costs related to inservice leave shall not exceed \$4,000.

## 6.6 Leave of Absence Policy

6.6.1 A leave of absence without pay of up to one (1) year may be granted by the District to Members. Leave requests will be considered on their merits on an individual, written request basis. Leaves of absence may be granted for, but not limited to, the following purposes:

6.6.1.1 Academic-year institutes.

6.6.1.2 Graduate study at own cost at an accredited institution.

6.6.1.3 Travel for the purpose of specific educational benefits (request must include a statement of purpose and description of benefits).

6.6.1.4 Health Leave.

6.6.1.5 Other purposes deemed appropriate by the District.

6.6.2 Applications for leave of absence must be made by letter before February 1 to the Superintendent, explaining the purpose for the requested leave of absence. A written response, including a written Rationale for Denial, if the leave is denied, shall be given to the applicant within three days after the second regularly scheduled Board meeting following receipt of the request.

6.6.3 If such leave request is approved, the District and the Member shall have the following obligations:

6.6.3.1 The District

6.6.3.1.1 A letter of request of intent to return to the District shall be sent to the Member on leave by certified mail on or before the first Monday in February.

6.6.3.2 The Member of the Bargaining Unit

6.6.3.2.1 The Member on leave shall keep the District informed of their current mailing address.

6.6.3.2.2 The Member on leave shall answer the District's letter of intent by registered mail on or before the first Monday in March.

6.6.3.2.3 Failure to respond as indicated in 6.6.3.2.2 will be considered as the employee's resignation from the District.

6.6.4 Having indicated an intent to return to the District (6.6.3.2.2 above), the Member will be entitled to reinstatement in a position for which they hold a credential. Reasonable effort, subject to the needs of the District and other provisions of this agreement, will be made to place the returning Member in a similar position as they held prior to going on leave.

6.6.5 Fringe benefit coverage will be permitted if prior arrangements have been made with the District for the Member to pay the full cost of such benefits.

6.7 Association Release Days

Association representatives shall be released to attend state or national level Employee Association meetings, which may occur on work days. The number of days of absence for this purpose shall not exceed a total of sixty (60) days per year for the Association nor more than ten (10) days per year for an individual representative, except for the Association President, unless additional days are mutually agreed upon by the District and the Association. Substitute costs for these release days will be borne by the Association.

## 6.8 Required Court Appearance

In the event a Member shall be summoned for jury duty or as a witness, they shall receive full pay for those days they are required to be in court. The Member shall reimburse the District the amount paid to the Member by the court, less expense monies received from the court.

## 6.9 Catastrophic Leave Bank

The purpose of the Catastrophic Leave Bank (CLB) is to assist those certificated employees or those certificated employees required to care for immediate family who are incapacitated by a catastrophic illness or injury which results in the employee using all available full-paid and extended sick leave. Eligible employees shall receive benefits pursuant to this policy when approved by the Catastrophic Leave Committee.

### 6.9.1 Catastrophic Leave Committee

6.9.1.1 A Catastrophic Leave Committee shall be created and will consist of two

District representatives and three representatives appointed by SMEEA.

The Committee shall evaluate all requests for catastrophic leave and may request additional information. The Committee shall have the authority to grant, partially grant, or reject any requests. All decisions to grant catastrophic leave shall require the agreement of a majority of the Committee members.

6.9.1.2 The Assistant Superintendent, Human Resources (ASHR) shall be one of

the District Committee members. The Assistant Superintendent for Human Resources will have the right to change the decision of the Committee, including a decision to grant or deny catastrophic leave or to change the amount of the allocation of leave to the participant granted by the Committee. Any change made by the Assistant Superintendent for Human Resources will be final and will not be subject to further review or consideration by the Committee. The decision of the Committee or Assistant Superintendent for Human Resources is final and not subject to review or

the grievance procedure.

## 6.9.2 Eligibility, Participation, and Membership

6.9.2.1 All Bargaining Unit Members are eligible to participate in the

Catastrophic Leave Bank. The enrollment window for participating in the bank is July 1 - October 30.

6.9.2.2 New or recent hires will have until October 30 of the year in which

permanency is obtained in order to sign up and participate in the Catastrophic Leave Bank. They may do so by completing and submitting the approved membership application to the committee by the close of the enrollment window (Section 6.9.2.1).

6.9.2.3 Upon enrollment, the member shall contribute one (1) sick day for the year in which they enroll.

6.9.2.4 For eligible members who wish to enroll after October 30 of the year in which they obtained permanency, the member shall complete and submit the approved application to the committee before the close of the enrollment windows (Section 6.9.2.1) and will contribute one (1) sick day for each year of permanency in which certificated employees were required to contribute said one day.

6.9.2.5 Employees must contribute a minimum of one (1) sick day each fiscal year when days in the Catastrophic Leave Bank fall below the MCLBDR to maintain eligibility in the sick leave bank during that fiscal year. One day shall be defined as the regular workday assignment of the employee donating the day(s). The sick day, for purposes of membership, shall be assessed on July 1 for currently enrolled members.

6.9.2.6 A CLB member may not contribute more than one day to the CLB in any fiscal year.

6.9.2.7 The donation of the day(s) is irrevocable and non-refundable to the donating employee. Members may discontinue their enrollment in the

Catastrophic Bank at any time by notifying the committee.

6.9.2.8 The Minimum CLB Days Requirement (“MCLBDR”) shall be equal to two times the number of participants in the CLB on May 1 of each school year. After the initial enrollment period, if the number of days remaining in the CLB on June 20 of each school year is below the MCLBDR, then participants in the CLB as of the following July 1 shall be assessed one sick day for contribution to the CLB on July 1.

6.9.2.9 Days contributed to the CLB shall accumulate from year to year.

6.9.3 Request for Sick Leave Days

6.9.3.1 Members who join the CLB after October 30 of the year in which they attain permanency must have been a member of the CLB for at least one year before being eligible to request CLB days. Members who have joined the CLB from their date of hire up to October 30 of the year in which they obtain permanency shall be immediately eligible to request CLB days.

6.9.3.2 The CLB participant must also have exhausted all of their paid eligible leave credits, including accumulated sick leave, before catastrophic leave can be used.

6.9.3.3 Bargaining unit employees who are requesting days from the CLB must fill out the approved application form and submit the form to the Committee. All information must be filled out completely. The Committee may reject applications for incompleteness. The application shall include a letter from the licensed treating physician verifying the catastrophic illness or injury and the anticipated duration of the incapacity. The Committee shall have the right to request additional information as it deems necessary. The application shall be reviewed, and a decision will be rendered in five (5) business days.

6.9.3.4 For purposes of this section:

(a) “Catastrophic” shall be defined as a debilitating illness or injury

suffered by the participant or the participant's immediate family that results in the loss of the ability to work for an extended period of time or requires that the employee take time off from work to care for the family member, where taking extended time off from work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.

(b) "Immediate Family" shall be defined under the state and federal family and medical leave laws. Immediate Family shall include only the participant's spouse, parents, or dependent child. "Child" shall be defined as a minor child or adult dependent child suffering from a disability and incapable of self-care. (See Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. sec. 2611, et seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2).)

6.9.3.5 CLB shall be granted in increments of no more than twenty (20) work days. The maximum number of CLB days one employee may use for a single catastrophic illness or injury shall not exceed one hundred-twenty (120) work days.

6.9.3.6 In the event an employee does not utilize all of the approved days, the unused days shall be returned to the CLB.

6.9.3.7 In the event that the CLB participant is personally unable to request catastrophic leave, an authorized agent of the CLB participant or family member may make the request.

#### 6.9.4 Catastrophic Leave Status

6.9.4.1 Employees shall receive their regular rate of pay for days authorized by the Committee.

6.9.4.2 Unused days shall be returned to the CLB, or if the illness or injury carries into the next fiscal year, forwarded to the next school year.

6.9.4.3 Available leave under the federal Family and Medical Leave Act (FMLA)

and the California Family Rights Act (CFRA) shall run concurrently with any days received from the CLB.

6.9.4.4 Upon a participant's return from catastrophic leave granted pursuant to this Article, the District shall return the participant to the same position, subject to all the requirements and limitations of law, including but not limited to the Americans with Disabilities Act, the California Fair Employment and Housing Act, FMLA, and CFRA.

#### 6.9.5 Exclusions

6.9.5.1 CLB benefits are not available for the following reasons:

6.9.5.1.1 Employees with pending and/or approved worker's compensation claims and related illness leaves.

6.9.5.1.2 Normal pregnancies or recovery therefrom.

#### 6.9.6 Recordkeeping

6.9.6.1 The District will maintain a list of all participants in the CLB.

6.9.6.2 By October 30 of each school year, the District shall provide the Committee with the following:

- (a) The names of Participants who joined the CLB after October 30 of the prior school year.
- (b) The names of Participants who have left the CLB the prior school year.
- (c) The total number of days in the CLB on June 30 of the previous school year.
- (d) The total number of days added to the CLB by new participants on or after July 1.
- (e) The total number of days awarded during the previous school year.

6.9.6.3 By the tenth day of each calendar month in which there is an activity in the preceding month, the District shall notify the Committee of the following:

- (a) The activity in the preceding month (donations or withdrawals),

specifying the CLB Participant.

(b) The total number of days available in the CLB.

6.9.6.4 Any dispute between the Committee and the District as to the accounting of CLB days shall be reconciled as soon as practicable.

6.9.7 No Grievances or Legal Actions:

6.9.7.1 Participation in the Catastrophic Leave Bank is completely voluntary on the part of both donors and requestors. In order to participate in the Catastrophic Leave Bank, the unit member must waive any and all claims against the District and/or the Association arising from the administration of the Catastrophic Leave Bank by signing a waiver and release which reads as follows:

“As a requirement of, and as consideration for my participation in the Catastrophic Leave Bank, created by Article 6 of the collective bargaining agreement between the parties, I, (name), hereby waive and release any and all claims I may now have, or may have in the future, known or unknown, against the Santa Maria-Bonita School District, and/or the Santa Maria Elementary Education Association in connection with the administration of the Catastrophic Leave Bank.”

6.9.7.2 The Association and any non-member participant agree that they will not file, on their own behalf or on behalf of any participant or unit member, any grievance, claim, administrative action, or lawsuit related to the CLB. The Association and any non-member participant also agree that they will not file, on their behalf or on behalf of any participant or bargaining unit member, any grievance, claim, administrative action, or lawsuit of any kind that attempts to challenge in any way the legality or enforcement of this provision.

6.9.8 Termination of the Catastrophic Leave Bank: If the CLB is terminated for any reason, the days remaining in the CLB shall be equitably distributed among the



participants of the CLB currently employed in the District.

6.9.9 The provisions of this Article and the CLB shall be limited by the effective dates of this collective bargaining agreement and shall automatically terminate at the end of this Agreement unless the District and Association agree in writing to continue the CLB and this Article beyond the contract term.

6.10 Industrial Accident and Illness Leave

6.10.1 Members shall be entitled to industrial accident and illness leave as required by Education Code section 44984.

6.10.2 Eligibility: Such leave is granted when any absence is caused by injury or illness arising from the performance of services for the District, is supported by a physician's certificate, and is accepted by the District or verified by a Workers' Compensation judge or the Workers' Compensation Appeals Board, if appealed.

6.10.3 Length of Leave: Members shall be entitled to 60 working days in any one fiscal year for the same accident. Such leave shall not accumulate. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

6.10.4 Start of Leave: Industrial accident or illness leave will commence on the first day of absence for an industrial accident or illness.

6.10.5 Compensation: When a Member is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary they are due for any month in which the absence occurs as, when added to their temporary disability indemnity under workers' compensation, will result in a payment to the Member of not more than their full salary. "Full salary" shall be computed so that it shall not be less than the Member's "average weekly earnings" as used in the workers' compensation laws. The maximum and minimum average weekly earnings specified in the workers' compensation laws

shall be deemed inapplicable.

6.10.6 During any paid leave of absence, the Member may endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the Member appropriate salary warrants for payment of the Member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the Member for periods covered by such salary warrants.

6.10.7 Reduction of Leave Time: Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation.

6.10.8 Use of Other Leave: Following exhaustion of industrial accident and illness leave, other sick leave will then be used; but, if a Member is receiving temporary disability indemnity, they may elect to take as much of their accumulated sick leave, which, when added to their temporary disability indemnity, will result in a payment to the Member of not more than their full salary.

## ARTICLE 7 - SAFETY

- 7.1 The District and the Association have a joint intent that Members work in safe working conditions.
- 7.2 A Member who becomes aware of an unsafe condition shall promptly notify the site administrator and confirm the report in writing on a District approved form, but no later than two working days after the Member becomes aware of the condition.
- 7.3 The site administrator shall respond in writing to the Member regarding the reported condition as soon as possible, but no later than five working days after the Member's report, as to whether the District agrees that an unsafe condition exists, what actions are being taken to respond to the condition, and a projected response date. Should circumstances prevent actions in response by the projected date, the Member shall be notified on or before that date of a new projected date for action.
- 7.4 Once a Member has provided notice in accordance with this Article, the District will assume all liability for the condition as long as the Member is working within the course and scope of the Member's employment.
- 7.5 The District will ensure that training for Members is provided annually by October at each site to provide information to Members regarding the Discipline Plan, Safe Schools Plan, and Safety Handbook, and will ensure that each Member will be provided a copy of the Safety Handbook, the Discipline Plan, and the Summary of the Safe Schools Plan, with annual updates. The Association may select Members to assist with the development of the Safety Handbook.
- 7.6 The Association may appoint two members to the District Safety Committee. The Safety Committee shall review safety conditions and issues in the District and shall make recommendations to the District concerning safety issues. The Safety Committee shall meet at least quarterly and shall provide copies of its minutes to the Association within fifteen days of each meeting.

## ARTICLE 8 - TRANSFERS

### 8.1 Introductions

8.1.1 An effective and productive transfer is a professional responsibility of Members and a management duty of the District. To carry out this responsibility, teachers are expected to become familiar with the program and goals of the site to which they seek a transfer. A teacher who transfers to a new site should be prepared to carry out the duties of the position to which they have transferred and should be aware that they will be evaluated during their first year at the new site.

The District will carry out its responsibility by posting openings, and after openings are posted, the District will conduct, by mutual agreement with the Association, a "Transfer Fair" where information will be provided by site staff about each site. Members who are interested in transferring to a site should attend the Fair. Members may also use other means to become knowledgeable of the instructional program at the site in which the Member is interested.

Following the Transfer Fair cycle, other Bargaining Unit Members who have not historically participated in the Transfer Fairs (including Preschool teachers and/or LATs) shall be allowed to apply for open positions through the EdJoin or other online recruitment process and shall be granted an initial interview.

### 8.2 Definitions

For the sake of clarity, the following defined terms will be capitalized throughout Article 8:

8.2.1 **Transfer:** A Transfer is defined as a change in a Member's assignment from one site to another site.

8.2.2 **Involuntary Transfer:** An Involuntary Transfer is defined as a transfer initiated by the District, which removes a Member from the Member's existing site. An Involuntary Transfer will not be made in an arbitrary or capricious manner.

8.2.3 **Voluntary Transfer:** A voluntary transfer is defined as a Transfer initiated by the Member and approved by the District.

8.2.4 **Reassignment:** A Reassignment is defined as a change in a Member's teaching

assignment from one grade to another grade at the same or from one subject to another subject at the same site, but which does not change the Member's school site.

8.2.5 Vacancy: A Vacancy is defined as an unfilled employment position to which no Member is assigned. Whenever there is a Vacancy at a school site, the Principal may allow Members at that school site to fill those vacancies, as outlined in Paragraph 8.5.

8.2.5.1 For the purposes of defining a Member's right to a Voluntary Transfer or Involuntary Transfer as described in this Article, a Vacancy only exists after school sites have internally posted openings at the site and have allowed teachers already at the site to request an internal Voluntary Transfer to positions in different grades that are open at that site.

### 8.3 Involuntary Transfers

8.3.1 A Member will be informed of an Involuntary Transfer as soon as possible after the needs of the District have been ascertained. A Member who is to be Involuntarily Transferred shall have the right to indicate preferences from the current list of vacancies. If more than one alternative is available, a Member's preference will be given consideration. If two or more Members who are being involuntarily transferred indicate a preference for the same position, the decision as to which Member shall receive the position shall be considered based on the needs of the District, required credentials, related assignment experience, and District seniority. District seniority will be the deciding factor when all else is equal.

8.3.2 A Member who is Involuntarily Transferred after the first working day of the school year shall be provided with two (2) working days of release time for planning and preparation.

8.3.3 If a Member is Involuntarily Transferred, they may have an informal hearing with the Assistant Superintendent for Human Resources ("ASHR") and the site principal/s involved. The Member may request Association representation at their

request.

8.3.4 Any Member who is Involuntarily Transferred shall have the right to request a transfer for the following year and to have their preferences considered with the same priority as other involuntary transfers. However, the Member must request such a transfer and notify Human Resources in writing by February 1st of the school year prior to the requested start date of the proposed new assignment. If the Member is not transferred, the Member will have this same right each subsequent year until the Member is transferred.

#### 8.4 Voluntary Transfers

8.4.1 A Member shall submit a request for a Voluntary Transfer directly to the Assistant Superintendent for Human Resources.

8.4.2 Transfers shall be considered based on the needs of the District, required credentials, related assignment experience, and District seniority. District seniority will be the deciding factor when all else is equal.

8.4.3 A Member who is not selected to fill a vacant position may request a conference with their site administrator and/or Assistant Superintendent for Human Resources to discuss future opportunities for lateral movement and/or career advancement.

8.4.4 A Member shall be permitted to exchange assignments with another Member at the same site or other site within the District for one school year with site Administrator approval and authorization by the Assistant Superintendent for Human Resources or designee. Both exchanging Members will agree in writing to return to their original sites and assignments at the end of the one-year period if possible. A Request must be submitted prior to May 1st.

#### 8.5 Vacancies

8.5.1 If a Vacancy occurs after the last posting and is filled without being posted, the Vacancy will be considered to be filled temporarily and will be posted as a vacancy for the next school year.

8.5.1.1 A Member who is placed in a position under the procedure in 8.5.1 and who is then displaced from the Member's assignment as a result of the posting of the position as required in 8.5.1 has only Voluntary Transfer rights.

8.5.2 An initial list of site vacancies shall be posted no later than April 1. Site vacancies shall be posted for five workdays, with the following procedure: 72 hours, 24 hours for vacancies created after the first 72 hours, and 24 hours for vacancies created by the first 24 hour posting. Following the movement created by the initial posting of site vacancies, a District-Wide list of vacancies shall be posted for five workdays. District vacancies will be posted a minimum of five (5) workdays before the position is filled. Additional site vacancies shall be posted at each site following each District posting, resulting in transfers that create site vacancies, and will close by no later than June 10. A position that is determined to be vacant on or after June 1 may be filled without notice and will be posted the following year.

## 8.6 Reassignment

8.6.1 A Member will be informed of a Reassignment as soon as possible after the needs of the District have been ascertained.

8.6.2 A Member who is reassigned shall be provided with two (2) working days of substitute teacher assistance.

## 8.7 Room Changes

8.7.1 A Member who is moved to a different classroom after the first working day of the school year shall be given as much notice as possible before the room change occurs. The affected Member shall be provided with two (2) days of substitute teacher assistance. This section does not apply to a room change that occurs when a Member returns at the beginning of the school year.

## 8.8 Special Assignments

8.8.1 A Member on special assignment outside the classroom who transfers (either

voluntarily or involuntarily) back to the classroom shall be treated according to paragraphs 8.1 to 8.6.

#### 8.9 Half-time and Full-time Positions

8.9.1 When a half-time position is converted to a full-time position, the Member who currently holds the half-time position will be considered for a full-time position at that site but will not receive preferential consideration for that increased position solely because they filled the half-time position. However, a position shall be maintained at the site for which the Member is credentialed.

8.9.2 The position held by the Member who serves as the complement to the Association president shall not be considered a half-time position for purposes of this Article.

#### 8.10 Legal Prohibitions on Transfers

The requirements of State and federal law regarding teacher transfers will supersede any provisions of this Agreement that are contrary to law. Nothing in this Transfer article will be construed in a manner that is contrary to state or federal legal requirements and limitations on transfers, including but not limited to the California Education Code and the California Code of Regulations. If the District becomes aware of statutes that require the District to act in a manner that is contrary to the terms of this Agreement regarding transfers, the District will meet and confer with the Association prior to implementing the statutory authority.



## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

- 9.1 It is understood by the Association and the District that the primary objective in the evaluation of Members is to provide assistance to the Members in the improvement of their professional skills. This approach honors the dedication of our teaching profession and allows for numerous opportunities for members to receive feedback and to provide optimal conditions for improvement throughout the evaluation process. The evaluation procedures herein described shall be carried out with the intent of meeting that objective.
- 9.2 The Member's evaluation should generally be a positive experience for both the Member and the evaluator. The strong points of the Member's performance should be identified so that appropriate acknowledgment is made where warranted, and areas of growth shall be identified and incorporated so that assistance can be provided if needed.
- 9.3 Standards for Observation and Evaluation
- 9.3.1 For classroom teachers, the District shall evaluate and assess the certificated Member's performance as it relates to the standards set forth in the *California Standards for the Teaching Profession (CSTP)*, as follows (see *Certificated Classroom Teachers Evaluation*):
- 9.3.1.1 Standard for Engaging and Supporting All Students in Learning.
- 9.3.1.2 Standard for Creating and Maintaining Effective Environments for Students.
- 9.3.1.3 Standard for Understanding and Organizing Subject Matter for Student Learning.
- 9.3.1.4 Standard for Planning Instruction and Designing Learning Experiences for all Students.
- 9.3.1.5 Standard for Assessing Students for Learning.
- 9.3.1.6 Standard for Developing as a Professional Educator.
- 9.3.1.7 For purposes of Article 9, a "classroom teacher" is defined as a full-time or part-time teacher (other than a substitute) who is responsible for the supervision, education, and assignment of grades to a specific roster of

students (for illustrative purposes, “classroom teacher” includes, e.g., a 3rd-grade teacher or a junior high science teacher, but does not include, e.g., a TOSA, a Teacher Tutor, nurse, counselor, or instructional coach).

9.3.2 For certificated non-classroom teacher Members (including but not limited to Teacher Tutors), the District will make every effort to evaluate and assess the Member’s performance as it relates to the professional standards set forth for their specific profession and/or as dictated by their specific job duties.

9.4 The evaluation and assessment of Member performance Evaluation Procedures shall not include the use of publishers’ norms established by standardized tests.

9.5 Summative Evaluation and Observation Frequency

9.5.1 The dates referenced in Article 9.5/9.6 are deadline dates. Should any date fall on a weekend, holiday, or non-workday, the deadline shall be extended to the first work day thereafter.

9.5.1.1 The District shall, after consultation with the Association, have the right to extend the deadline dates in Article 9.5/9.6 if such action would promote the purpose of the Member receiving the minimum number of observations and conferences to which the Member would have been entitled had the Member or administrator not been absent due to extended illness, leave of absence, or other extenuating circumstances of an exigent nature. Any extension shall be reasonably related to the period of the absence due to illness, leave, or exigent circumstances.

9.5.2 Temporary/Probationary Members (See also Summative Evaluation and Observation Calendar Matrix at Article 9. 6.)

9.5.2.1 Temporary/Probationary Members shall receive a written summative evaluation each school year they hold such status and shall be formally observed by the designated administrator(s) at least two times during the school year in which they are being evaluated.

9.5.2.2 The first formal observation shall occur no later than September 30 and

the second no later than December 15. If a third formal observation is deemed necessary by both the temporary/probationary Member and the administrator due to improvement efforts, the third observation must be completed no later than February 28.

9.5.2.3 The written summative evaluation must be delivered to the Member, and a conference between the Member and the administrator regarding the summative evaluation must be completed no later than May 1 of the evaluation school year.

9.5.3 Permanent Members Who Have Not Completed at Least Ten (10) Years of Service (See also Summative Evaluation and Observation Calendar Matrix at Article 9.6.)

9.5.3.1 Permanent Members who have not completed at least ten (10) years of service to the District shall receive a written summative evaluation at least every two school years.

9.5.3.2 If an alternative evaluation method is not otherwise selected, such permanent Member shall be formally observed by the designated administrator(s) at least two times during the school year in which they are being evaluated. The first formal observation shall occur no later than November 30, and the second formal observation no later than March 31. If a third observation is deemed necessary by both the permanent member and the administrator due to improvement efforts, the third observation must be completed no later than April 15.

9.5.3.3 If an alternative evaluation method is selected, then the observations (excluding the Portfolio method) shall occur at the frequency determined by the administrator, and the observations/collaborations shall be completed no later than December 15. Portfolio method dates, and deadlines shall be determined by the member and the evaluating administrator.

9.5.3.4 The written summative evaluation must be delivered to the Member, and a conference between the Member and the administrator regarding the summative evaluation must be completed no later than May 1 of the school year in which the evaluation is conducted.

9.5.4 Permanent Members Who Have Completed at Least Ten (10) Years of Service But Who Have Not Mutually Agreed to Article 9.5.5 (See also Summative Evaluation and Observation Calendar Matrix at Article 9. 6.)

9.5.4.1 Permanent Members who have completed at least ten (10) years of service but who have not mutually agreed to Article 9.5.5 shall receive a written summative evaluation at least every other year.

9.5.4.2 If an alternative evaluation method is not otherwise selected, such permanent Member shall be formally observed by the designated administrator on at least one (1) occasion during the school year in which they are being evaluated. The formal observation shall occur no later than November 30. If a second observation is deemed necessary by both the permanent Member and the administrator due to improvement efforts, the second observation must be completed no later than March 31.

9.5.4.3 If an alternative evaluation method is selected, then the observations (excluding the Portfolio method) shall occur at the frequency determined by the administrator, and the observations/collaborations shall be completed no later than December 15. Portfolio method dates, and deadlines shall be determined by the member and the evaluating administrator.

9.5.4.4 The written summative evaluation must be delivered to the Member, and a conference between the Member and the administrator regarding the summative evaluation must be completed no later than May 1 of the school year in which the evaluation is conducted.

9.5.5 Permanent Members Who Have Completed at Least Ten (10) Years of Satisfactory Service (See also Summative Evaluation and Observation Calendar Matrix at Article 9. 6.)

9.5.5.1 Upon mutual agreement between the Member and the evaluator, a permanent Member (1) who has completed at least ten (10) years of service to the District, (2) who is “highly qualified” under 20 U.S.C. Section 7801, and (3) whose written summative evaluation at the completion of year ten rated the member as meeting or exceeding standards in all evaluation categories shall receive a written summative evaluation at least every five years. The Member or the evaluator may withdraw consent to the five-year evaluation cycle at any time, in which case the Member’s evaluation cycle shall be at least every other year in accordance with Article 9.5.4.

9.5.5.1.1 Article 9.5.5 was permitted by and created pursuant to California Education Code Section 44664. If that provision is altered or removed from the Education Code, Article 9.5.5 will be removed from this Agreement.

9.5.5.2 If an alternative evaluation method is not otherwise selected, such permanent Member shall be formally observed by the designated administrator on at least one (1) occasion during the school year in which they are being evaluated. The formal observation shall occur no later than November 30. If a second observation is deemed necessary by both the permanent Member and the administrator due to improvement efforts, the second observation must be completed no later than March 31.

9.5.5.3 If an alternative evaluation method is selected, then the observations (excluding the Portfolio method) shall occur at the frequency determined by the administrator, and the observations/collaborations shall be completed no later than December 15. Portfolio method dates, and

deadlines shall be determined by the member and the evaluating administrator.

9.5.5.4 The written summative evaluation must be delivered to the Member, and a conference between the Member and the administrator regarding the summative evaluation must be completed no later than May 1 of the school year in which the evaluation is conducted.

9.6 Summative Evaluation and Observation Calendar Matrix:

Member Category	Frequency of Evaluation	Observation Deadline 1	Observation Deadline 2	Observation Deadline 3	Written Summative Evaluation & Meeting Deadline
Temporary Members (Art 9.5.2)	Each school year	September 30	December 15	Optional unless deemed necessary, February 28	May 1
Probationary Members (Art 9.5.2)	Each school year	September 30	December 15	Optional unless deemed necessary, February 28	May 1
Permanent Members (in years 1-10 of service) (Art 9.5.3)	At least every two school years	November 30*	March 31*	Optional unless deemed necessary, April 15	May 1
Permanent Members (completed 10 or more years of service) (Art 9.5.4)	At least every two school years	November 30*	Optional unless deemed necessary, <b>March 31</b>		May 1
Permanent Members (completed 10 or more years of satisfactory service and upon mutual agreement) (Art 9.5.5)	At least every	November 30*	Optional, March 31		May 1
<b>Permanent Members (completed 10 or more years of service) who may receive a partially Meets Standard and are in a coaching cycle. See flow chart (Art 9.8.1)</b>	<b>See flow chart</b>	<b>November 30</b>	<b>Optional, March 31</b>		<b>May 1</b>

\*If an alternate evaluation method is selected, then each observation and/or other requirement shall be in accordance with a schedule established by the administrator, with a final deadline for completion of observations/conferring (exclusive of final summative meeting and final assessment document) shall be December 15.

9.7 Evaluation Cycle Procedures Each evaluation cycle shall consist of the following:

9.7.1 Evaluation Planning Conference

An Evaluation Planning Conference will be held between the temporary/probationary/permanent Member and the designated administrator (and other partners if the alternative evaluation method is approved) within four weeks of the first work day of the school year.

9.7.1.1 The Member shall complete a Self-Assessment commenting on their strengths, areas for improvement, and goals and submit it to the designated administrator at least twenty-four (24) hours prior to the Evaluation Planning Conference. In completing the Self-Assessment, classroom teacher Members shall reflect on the Continuum of the CSTP, and non-classroom teacher Members shall reflect on the professional standards related to their profession or job duties.

9.7.1.2 At the Evaluation Planning Conference, the Member will be provided with evaluation method options.

9.7.1.2.1 Permanent Members will be provided with a variety of evaluation method options. If a permanent Member selects an evaluation method option other than administrative observation and review, but thereafter it is determined that all steps of the alternative evaluation process (exclusive of the summative meeting) were not completed by December 15, the evaluation method option will revert to administrative observation and review with observation deadlines reasonably adjusted by the administrator to accommodate the change in the evaluation method.

9.7.1.2.2 Administrative observation and review shall be the sole evaluation method option available to probationary and temporary



Members.

9.7.1.3 At the Evaluation Planning Conference, the parties will discuss the standards by which the Member will be evaluated (see Article 9.3). For classroom teacher Members, employee competency shall be evaluated as it reasonably relates to all six CSTPs, which shall be observed both formally and informally by the evaluator throughout the evaluation period. For non-classroom teacher Members, employee competency shall be evaluated as it reasonably relates to a minimum of four professional standards for their specific profession and/or as dictated by their specific job duties, which shall be observed both formally and informally by the evaluator throughout the evaluation period.

9.7.1.4 At the Evaluation Planning Conference, the parties will discuss, identify, and mutually agree upon a minimum of two specific performance goals/objectives which shall be areas of focus for the evaluation cycle. For classroom teacher Members, these performance goals/objectives shall be related to the CSTPs. For non-classroom teacher Members, these performance goals/objectives shall be related to the professional standards for their specific profession and/or their specific job duties. Where any Member is on an improvement plan, or where a prior year's evaluation rated performance areas as below "meets standards," the focus areas shall be selected from such below-satisfactory area(s).

9.7.1.4.1 If, within ten (10) days after the Evaluation Planning Conference, the evaluator and the Member do not reach mutual agreement on the Member's specific goals and objectives, a committee consisting of the evaluator, the Member, the Assistant Superintendent of Instructional Services and the Assistant Superintendent for Human Resources shall meet to determine

the specific goals and objectives for the Member. This committee shall have the right to decide on such specific goals and objectives. The Member may attach a written statement indicating their disagreement with the specific goals and objectives. The Member, at their request, shall be entitled to representation by the Association solely for the purpose of protecting the Member's contractual rights.

#### 9.7.2 Observation Pre-Conference

9.7.2.1 All formal observations will be preceded by an Observation

Pre-Conference within one (1) week prior to the scheduled observation.

The Member shall complete and submit the Observation Pre-Conference Form to the evaluator at least twenty-four (24) hours prior to the Observation Pre-Conference, and its content shall be discussed at the Observation Pre-Conference.

9.7.2.2 Completion of an Observation Pre-Conference Form and an Observation Pre-Conference shall not be required prior to an informal observation.

#### 9.7.3 Observations and Post-Observation Conferences

9.7.3.1 The Member shall be formally observed during the evaluation cycle with the frequency set forth in the Summative Evaluation and Observation Calendar Matrix in Article 9.6. Formal observation dates and times shall be mutually agreed upon between the Member and the administrator. Each formal observation shall be preceded by a Pre-Observation Conference (Article 9.7.2.1) and followed by a Post-Observation Conference, held within ten (10) school days following such formal observation, at which the administrator shall provide feedback to the Member. If an alternative method of evaluation is selected, observations and conferences shall be in accordance with a schedule pre-approved by the designated administrator.

9.7.3.2 In addition to formal observations, site or District administrators may informally observe the performance of a Member. If an informal evaluation is conducted, which the evaluator intends to include in the written Summative Evaluation, a Post-Observation conference shall be held within ten (10) school days following such informal observation at which the administrator shall provide written feedback to the Member.

9.7.3.3 At each observation, the administrator agrees to expressly look for the standards identified as a focus for the evaluation cycle but is not prohibited from providing feedback on any of the CSTPs (classroom teachers Members) or other professional standards (non-classroom teacher Members).

9.7.3.4 The formal observation shall last at least thirty (30) minutes or one complete lesson, whichever is longer, and shall be conducted at a mutually agreed upon time.

9.7.3.5 If the written observation is not presented at the Post-Observation Conference, it will be provided thereafter to the Member as soon as practicable.

9.7.3.6 Each Post-Observation Conference shall be completed prior to the next observation.

9.7.3.7 The year-end written Summative Evaluation will include all formal observations. Informal observations may also be included where written feedback was provided (per Section 9.7.3.2).

9.7.3.8 If any performance concerns are identified by the evaluator during a formal or informal observation as being below “Meets Standards/Satisfactory” and

are shared with the Member at the Post-Observation Conference, the administrator shall additionally provide written notice of such performance concerns to the Member. The written notice shall be specific and objectively stated and shall include specific recommendations for improvement. The District will make assistance available upon the Member's request.

9.7.3.8.1 In the event that the Member does not agree with the written notice made pursuant to Article 9.7.3.8 and/or with the recommendations for improvement, they may request a meeting with the Assistant Superintendent for Human Resources, the Assistant Superintendent of Instructional Services and the evaluator. The Member will be entitled to Association representation at this meeting. The request for the meeting must occur within ten (10) days of the Member's receiving the written notice and recommendations for improvement. The meeting will take place no later than ten (10) days after the request is received. Following the meeting, the Assistant Superintendent for Human Resources and Assistant Superintendent of Instructional Services shall determine whether any modification to the notice and/or recommendations for improvement shall be made.

#### 9.7.4 Summative Evaluation Document and Conference

9.7.4.1 The purpose of the written Summative Evaluation is to close the evaluation cycle for that year, providing effective feedback regarding strengths observed throughout the year, as well as any identified areas for growth.

9.7.4.2 Upon delivery of the written Summative Evaluation, a conference shall be scheduled between the evaluator and the Member to discuss the Summative Evaluation and shall take place no later than the deadline date set forth in the Summative Evaluation and Observation Calendar Matrix at

Article 9.6 (unless extended pursuant to Article 9.5.1.1). The Member shall have the right to have Association representation at the conference. The Member shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Summative Evaluation in the Member's personnel file.

9.7.4.3 If the Member receives a rating below "Meets Standards/Satisfactory" (e.g. "Partially Meets Standards" or "Does Not Meet Standards/Unsatisfactory") on any element of their final written Summative Evaluation, they will also receive on the evaluation form:

- (1) The specific reasons for the substandard rating;
- (2) The recommendations for improvement;
- (3) The assistance that will be given for improvement;
- (4) A written statement as to whether the Member will be required to participate in a mandatory Program for Improvement as outlined in Article 9.9.

9.7.4.4 The Member shall sign the Summative Evaluation at the Summative Evaluation Conference. The signature shall signify receipt of the document, not agreement with the content.

9.8 Members Who Have Completed 10 or More Years of Service Who May Receive a "Partially Meets Standards":

If during the formal observation cycle, the Evaluator determines a Member is at risk of receiving a "Partially Meets Standard" on the Summative Evaluation, the Evaluator will notify the Member during the Post Observation Conference of this possibility and inform the Member of the Member's options. The Member's choice will be documented on the Post Observation Form. The options are as follows:

- 9.8.1 For Members who have completed 10 or more years of service the following shall apply:
- After the formal observation the Member will be informed at the Post Observation Conference of the possibility of receiving a "Partially Meets Standard" rating. If this occurs after the first formal observation the Member may then participate in the second formal observation. If the Member is at risk of receiving a "Partially Meets Standard" on the Summative Evaluation from their first formal observation, the Member will be informed of the following options:

- The Member may decide to participate in a second observation as defined in Article 9.5.5.2. Participation in a second formal observation does not guarantee an improved rating.
  - After a second observation cycle the administrator may move to close the evaluation cycle by scheduling the Summative Evaluation Conference as early as March 31, but no later than May 1 of the current school year. When closing the evaluation cycle, the administrator will notify the member that the additional observation cycle did or did not improve the Members overall rating.
  - If the second observation cycle did not improve the overall rating, the administrator will indicate the requirement for the Member to participate in a Focused Coaching Cycle if the rating is maintained at “Partially Meets Standard” or Program For Improvement “PFI” if the rating is “Unsatisfactory”.
  - If the additional observation cycle did result in an improved overall rating, the evaluation cycle will be closed out and the member will not need to be evaluated until their next regularly scheduled Evaluation Cycle.
- The Member may choose to not participate in a second observation. The Member’s choice must be documented on the Post Observation Conference Form.
  - In this instance, the Evaluator may move to close the evaluation cycle by scheduling the Summative Evaluation Conference as early as March 31, but no later than May 1 of the current school year. When closing the evaluation cycle, the Evaluator will indicate the requirement for the Member to participate in a Focused Coaching Cycle, which includes an evaluation cycle and a coaching cycle. The purpose of the coaching cycle is to provide the Member an opportunity to improve in the areas identified as “Partially Meets Standard”.
- In the event that a Focused Coaching Cycle is required, the following shall apply:
  - The Cycle must occur between the Summative Evaluation Conference and the next formal observation.
  - The Focused Coaching Cycle will be designed to improve the appropriate areas identified as “Partially Meets Standard”.
  - If, after receiving three (3) consecutive years of a Partially Meets Standards rating, the Member will be referred to a Program for Improvement (PFI)..
  - The Member can be exited from the Focused Coaching Cycle if the Member receives a “Meets Standard” in the Summative Evaluation in the following year (second year) or the year after that (third year).

## 9.9 “Does Not Meet Standards/Unsatisfactory” Rating on the Summative Evaluation

- 9.9.1 Any member who receives a “Does Not Meet Standard/Unsatisfactory” rating on any element of the written Summative Evaluation, or as an overall rating on the written Summative Evaluation, or a *“Partially Meets Standards” for three consecutive years*

*per Article 9.8.1* shall be required to participate in a formal Program for Improvement (“PFI”) designed to improve the appropriate areas of the Member’s substandard performance.

9.9.2 A Member shall be directed by the District to participate in the PAR program as a “Referred Participating Teacher,” and the Member shall be required to complete the PAR program when all of the following occur:

- (1) the Member receives an overall “Does Not Meet Standards/Unsatisfactory” rating (lowest rating) on the written Summative Evaluation, or receives a “Does Not Meet Standards/Unsatisfactory” rating (lowest rating) on any individual standard in the area(s) of curriculum and/or instruction; and
- (2) the Member completes an initial Program for Improvement designed to address the deficiencies set forth in the Summative Evaluation for a minimum period of 80 days as set forth in Article 9.9; and
- (3) the Supplemental Summative Evaluation following the Member’s participation in the initial Program for Improvement rates the Member as “Does Not Meet Standards/Unsatisfactory” in an area of curriculum and/or instruction or as an overall evaluation rating.

9.9.2.1 The Member’s mandatory participation in PAR may be in addition to continued participation in a renewed Program for Improvement.

9.9.2.2 At any time prior to a Member’s mandatory referral to PAR, the Member may self-refer to PAR on a voluntary basis. However, voluntary status shall be discontinued once a Member is directed to PAR pursuant to Article 9.8.2.

9.9.3 If a Member receives a “Does Not Meet Standards/Unsatisfactory” rating on any element(s) of the final written Summative Evaluation, they will be evaluated on that/those element(s) the school year immediately following the evaluation year.

9.9.4 No Member shall receive an overall “Does Not Meet Standards/Unsatisfactory” Summative Evaluation unless that Member has received at least two (2) formal

observations (in accordance with the schedule set forth in the Summative Evaluation and Observation Calendar Matrix at Article 9.6) prior to receiving such Summative Evaluation.

9.10 Program for Improvement

9.10.1 Any Member who receives a “Does Not Meet Standards/Unsatisfactory or a Partially Meets Standards for three consecutive years per Article 9.8.1” rating on any element of the written Summative Evaluation, or as an overall rating on the written Summative Evaluation shall be required to participate in a formal Program for Improvement (“PFI”) designed to improve the appropriate areas of the Member’s substandard performance.

9.10.2 The PFI may be initiated at any time following receipt by the Member of the written Summative Evaluation and shall last at least eighty (80) of the Member’s school days (work days if 12-month employee). The Member shall be notified of the designated length of the initial PFI period.

9.10.3 The PFI shall include the following:

9.10.3.1 Notification to the Member shall be required to participate in a PFI as described in Article 9.9.

9.10.3.2 A meeting is held between the evaluator and the Member at which the PFI is presented to and reviewed with the Member.

9.10.3.3 A specific program to improve substandard areas of the Member’s performance designed by a committee consisting of the evaluator, Assistant Superintendent for Human Resources, and resource persons designated by the evaluator and/or the Assistant Superintendent for Human Resources. Members may be used as a resource, but they will not serve on the committee and are specifically excluded from participation in any evaluation of another Member or in making recommendations for dismissal procedures.



- 9.10.4 As part of the PFI, the Member will be formally observed by the evaluator at least once every twenty (20) school days. Each formal observation shall be preceded by a Pre-Observation Conference (Article 9.7.2.1) and followed by a Post-Observation Conference, held as soon as possible after the observation. These observations will occur for at least a period of eighty (80) of the Member's school/work days. In the Post-Observation conference, the evaluator will present specific details regarding areas in which improvement has been demonstrated by the Member and areas in which improvement is necessary. Suggestions for improvement will be given to the Member.
- 9.10.5 Whenever necessary, a memorandum documenting the evaluator's specific concerns regarding the Member's performance and specific suggestions for improvement will be given to the Member while the Member is participating in the PFI.
- 9.10.6 During this period of no less than eighty (80) school/work days, the Assistant Superintendent for Human Resources and/or their designee, other than the site administrator, will also formally observe the Member on at least two (2) occasions, providing both a Pre-Observation Conference and a Post-Observation conference held as soon as possible after the observation. In the Post-Observation conference, the Assistant Superintendent for Human Resources and/or their designee will present specific details regarding areas in which improvement has been demonstrated by the Member and areas in which improvement is necessary. Suggestions for improvement will be given to the Member.
- 9.10.7 After the expiration of the initial PFI, and before May 15 of the school year in which the initial PFI was completed, a supplemental written Summative Evaluation will be provided to the Member, and notification will be given to the Member regarding one of the following:
- (1) Release of the Member from the PFI.

- (2) Overall and/or individual performance standard rating(s) of “Does Not Meet Standards/Unsatisfactory” on the supplemental written Summative Evaluation and mandatory referral to PAR if the substandard performance is in the area(s) of curriculum and/or instruction, and notification of whether the Member may be required to simultaneously participate in a PFI (e.g. to supplement participation in PAR or to address deficiencies outside the scope of PAR).
- (3) Procedures for dismissal as provided for in the Education Code.

9.11 The Assistant Superintendent for Human Resources, the Member’s immediate supervisor, or their designees shall normally conduct evaluations. Members are specifically excluded from participation in any evaluation of another Member or in making recommendations for dismissal procedures.

9.12 If, during the term of this Agreement, the Legislature should modify Education Code, Sections 44660 through 44664, this Article shall be reopened for negotiations.

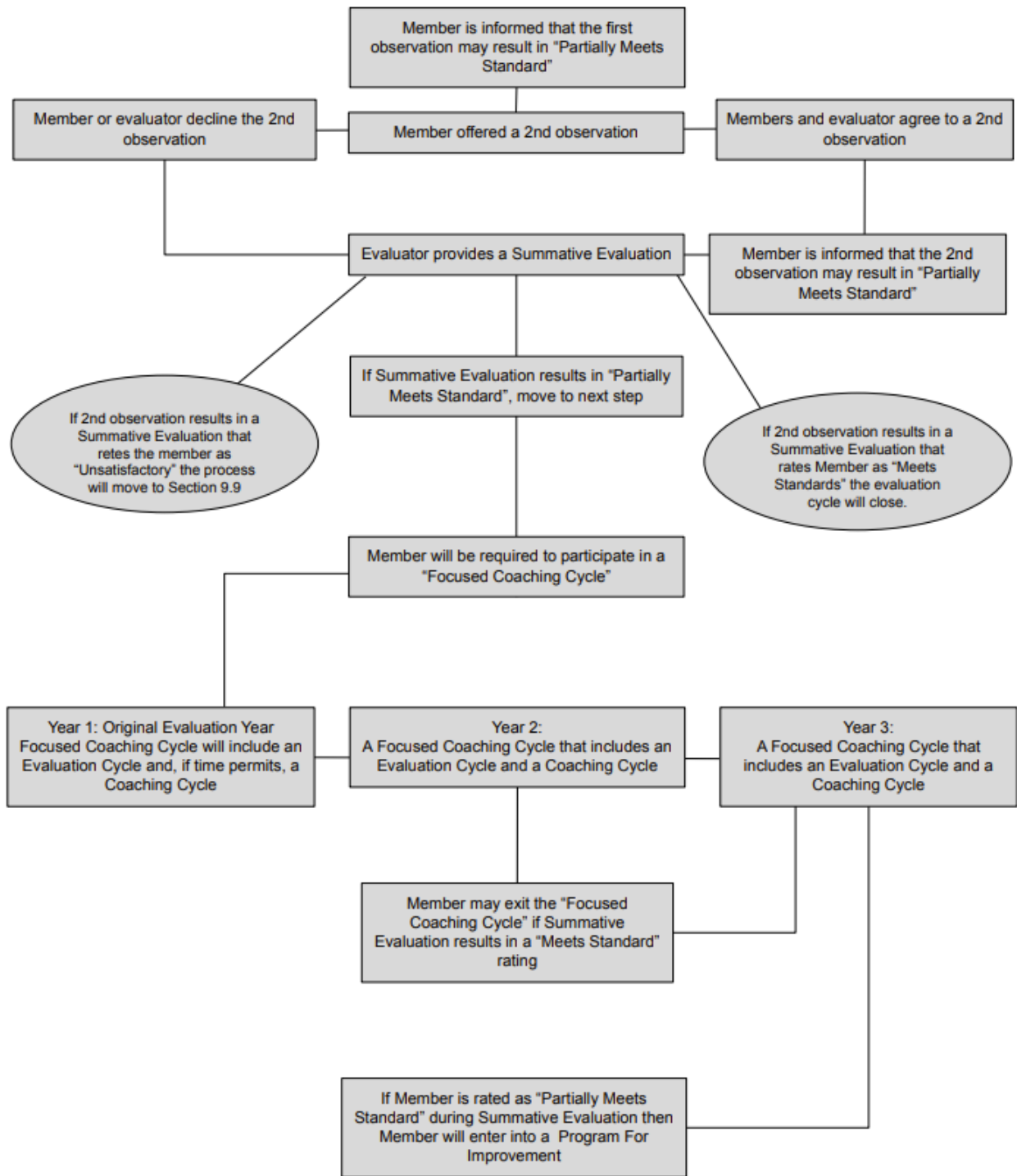
9.13 The District may conduct a reasonable number of evaluations and assessments. The District may visit classrooms or other job locations at any time.

9.14 The District will prepare and utilize evaluation forms relating to the evaluation and assessment of the job performance of each Member. Prior to the adoption of any evaluation forms, the District shall consult with the Association to ensure compliance with this Agreement.

9.15 The District retains sole responsibility for the evaluation and assessment of the performance of each Member, subject only to the procedural requirements set forth in Article 9. Accordingly, grievances may only be filed over claims that the specific procedures of the Evaluation Article (Article 9) have been violated. The contents of an evaluation are not subject to the grievance procedure.

9.16 Article 9 Partially Meets Standard Flow Chart

Permanent Members Who Have Completed 10 or More Years of Service and Whose Evaluation May Result in a "Partially Meets Standards"

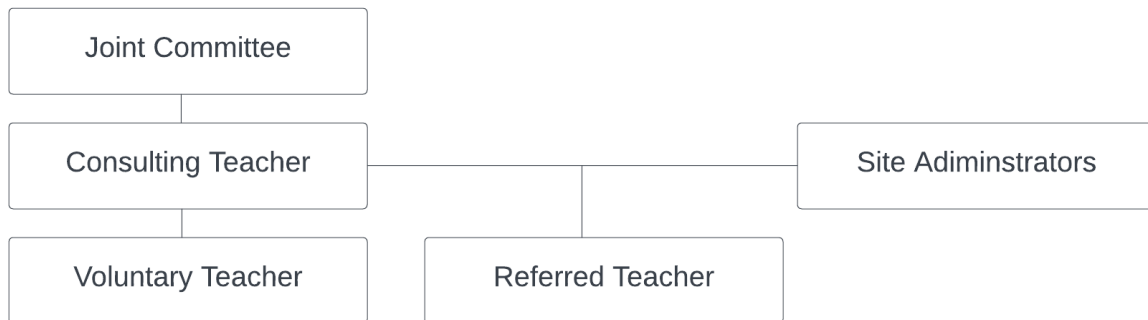


**ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM**

10.1 Statement of Interests for Peer Assistance and Review Program: The Association and the District agree that optimum student performance can only be achieved if there is a fully qualified teacher in every classroom. For that reason, and pursuant to Education Code Sections 44500-44508, the District and the Association have entered into this Article implementing the Peer Assistance and Review Program (“PAR Program”).

10.1.1 There shall be a Peer Assistance and Review (PAR) Program (hereinafter referred to as “PAR”) for all unit members who have permanent/tenured status and regular teaching assignments. The purpose of the PAR Program is to provide quality support and assistance to veteran teachers. The program ensures that veteran teachers receive assistance as needed to improve quality education for all students. The outcome is superior instruction for students in the District.

10.2 The PAR Program’s overall structure shall be as follows:



10.3 Joint Committee

The PAR Program shall be overseen by a Joint Committee. The Joint Committee shall consist of seven members, four of whom shall be certificated classroom teachers, who are selected by the Association, and three administrator members, selected by the District. The chair of the Joint Committee will be selected by the Joint Committee and will be rotated on an annual basis between the Association and District.

10.3.1 The Joint Committee shall establish its own meeting schedule. To meet, five (5)

members of the Joint Committee must be present. For the Joint Committee to vote, a majority of those present must be teachers. The Joint Committee shall attempt to make decisions by consensus. However, if a consensus cannot be reached, a simple majority shall prevail. Joint Committee meetings shall take place during the regular teacher workday or after school. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. The cost for substitutes will be borne by the District.

10.3.1.1 The Joint Committee shall meet at least four (4) times per year to review the evaluations.

10.3.1.2 Other meetings may be held as necessary.

10.4 Joint Committee's Duties and Responsibilities. The Joint Committee's duties and responsibilities shall be:

1. To administer the PAR Program;
2. To establish the operating rules and procedures for the Joint Committee;
3. To create selection criteria for Consulting Teachers, which at a minimum will include the following:
  - a) Consulting teachers shall be selected by the majority vote of the panel;
  - b) The selection process shall include provisions for classroom observation of the candidates for consulting teacher by members of the panel;
  - c) Consulting teachers shall meet the criteria, experience, and qualifications explained in 10.6.
4. To make recommendations to the Governing Board for training for the Joint Committee;
5. To make recommendations to the Governing Board for training for Consulting Teachers;
6. To develop the budget that supports the PAR Program, the Association and District will not spend more than five percent (5%) of the funds on administrative costs;

7. To evaluate the PAR Program annually;
  8. To send written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher, and the site Principal;
  9. To adopt rules and procedures for the PAR Program and distribute same to all bargaining unit members and administrators;
  10. To review final reports prepared by the Consulting Teachers; and
  11. To make final recommendations to the Governing Board, including names of participants in the PAR Program if the Referred Participating Teacher has not shown progress and should not continue in the PAR Program.
- 10.5 All documentation and information related to the PAR Program shall be regarded as personnel matters, within the scope of and subject to the personnel record exemption in Government Code 6250.
- 10.6 Consulting Teachers. A Consulting Teacher is a teacher selected by the Joint Committee to provide assistance to Participating Teachers enrolled in the PAR Program. Only permanent Association Members shall be Consulting Teachers. A Consulting Teacher is a teacher identified by the Joint Committee to meet the following qualifications and training:
1. Possess a clear California Credential;
  2. Have permanent status as a District teacher;
  3. Serves or has served in a curriculum or a coaching role or has gone through the approved PAR consulting teacher training provided through the District's Instructional Services Division. PAR Consulting Teacher training shall be made available on an annual basis for those members interested in participating;
  4. Has at least five (5) years of experience as a classroom teacher;
  5. Possess demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of

pupils in different contexts;

6. Has participated in a variety of trainings, specifically related to coaching strategies/models, to support a teacher as a consulting/coaching support teacher.

10.6.1 Functions performed pursuant to this article by Members of the bargaining unit shall not constitute either management or supervisory functions. The Consulting Teacher shall continue to have all rights of other bargaining unit members. Upon availability of PAR funds, in addition to the Consulting Teacher's regular salary, a Consulting Teacher shall receive an additional minimum of \$2500 as a CT stipend and a mileage allocation. The Joint Committee may recommend an increase to this stipend to the respective negotiating teams when and if deemed necessary and appropriate.

10.6.2 The Consulting Teacher shall meet individually with the Referred Participating Teacher and principal to discuss the PAR program and thereafter develop a PAR plan.

10.6.3 A Consulting Teacher shall not evaluate or participate in the evaluation of any teacher with whom the Consulting Teacher works.

10.6.4 The Consulting Teacher shall regularly meet with the Referred Participating Teacher to share data as outlined by the Joint Committee.

10.6.5 A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive their input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement but rather that they have received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response within ten (10) calendar days to the Joint Committee. The Referred Participating Teacher shall also have the right to request a meeting with

the Joint Committee and to be represented at this meeting by the Association representative of their choice.

10.7 Participating Teachers: A Participating teacher is a Unit member who receives assistance and coaching to improve instructional skills, classroom management, subject matter knowledge, and related aspects of teaching performance as stated in Article 9. There are two (2) categories of Participating Teachers: Referred Participating Teachers and Voluntary Participating Teachers.

10.7.1 The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program.

10.7.2 Referred Participating Teachers

10.7.2.1 A Referred Participating Teacher is a teacher who is directed to participate in the PAR program by the District pursuant to Article 9.8.3 after (1) having received an overall rating of “Does Not Meet Standards/Unsatisfactory” on the Summative Evaluation or a “Does Not Meet Standards/Unsatisfactory” rating in on any individual standard in the area(s) of curriculum and/or instruction, (2) having completed an initial Program for Improvement for a minimum period of 80 days (Article 9.9) and (3) having received a Supplemental Summative Evaluation following the Member’s participation in the initial Program for Improvement which rates the Member as “Does Not Meet Standards/Unsatisfactory” in an area of curriculum and/or instruction or as an overall evaluation rating.

10.7.2.2 A Referred Participating Teacher may select their Consulting Teacher from the list of Consulting Teachers provided by the Joint Committee with the approval of the Joint Committee. Every effort will be made to accommodate the Participating Teacher’s request. A different Consulting Teacher may be selected to work with the



Participating Teachers at any time during the process when requested by the Participating Teacher or Consulting Teacher with the approval of the Joint Committee. The Referred Participating Teacher shall have the right to present reasons in writing to the Joint Committee.

### 10.7.3 Voluntary Participating Teachers

10.7.3.1 A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer shall indicate areas in which they seek assistance. The Volunteer Participating Teacher may terminate their participation in the PAR Program at any time. No report shall be written regarding a Volunteer Participating Teacher; only statistics, records, and areas of assistance as determined by the Joint Committee shall be recorded regarding such teachers.

10.7.3.2 All communications between the Consulting Teacher and the Volunteer Participating Teacher shall be confidential unless there is written consent from the Volunteer for disclosure and shall not be shared with others, including the site principal, the evaluator, and the Joint Committee.

10.8 Principals' Roles Related to PAR Program: The role of site principals in the PAR Program shall be to:

- A. Meet with the Consulting Teacher and be available to the Consulting Teacher for questions;
- B. Continue to evaluate teachers according to the evaluation process in the Agreement;
- C. Refer to the PAR Program teachers who receive an unsatisfactory rating on the final evaluation as provided in the evaluation article of the Agreement;

10.9 PAR shall consist of two (2) distinct components.

10.9.1 Permanent Teacher Intervention Program - Voluntary

10.9.1.1 This component shall provide peer assistance and review to all teachers with permanent /tenured status in the District. Participation is voluntary.

10.9.1.2 Permanent teachers desiring assistance in improving their teaching may apply for such assistance on a confidential basis. Documentation will not be placed in the personnel file so long as participation continues on a voluntary basis. The time period of Voluntary support shall be a minimum of 20 weeks.

10.9.2 Permanent Teacher Intervention Program – Mandatory

10.9.2.1 This component shall provide intervention to permanent teachers who are directed by the District to participate in PAR pursuant to Article 9.8.3 of the Evaluation Article. Participation in the PAR program will be mandatory.

10.9.2.2 The purpose of this Program is to assist and offer remediation to 74 permanent teachers whose performance has been rated as “Does Not Meet Standards/Unsatisfactory” by the administrator through the evaluation process, which is reflected in the Summative Evaluation Form. The prime focus of this Program is to provide assistance to renew quality teaching.

10.9.2.3 This Program shall not deal with teacher’s employment issues unrelated to the observation and evaluation process.

10.9.2.4 Assistance and remedial efforts shall be intense and multifaceted and shall be preceded by a conference when the teacher receives the “Does Not Meet Standards/Unsatisfactory” Summative Evaluation. The conference shall involve the teacher being referred, the evaluator who

evaluated the teacher, and the Consulting Teacher. If the referred teacher desires, the Association shall also provide representation. At this conference, the reasons for the “Does Not Meet Standards/Unsatisfactory” Summative Evaluation will be presented. Then, an Individual Learning Plan to renew quality teaching will be developed by those present.

10.9.2.5 The course of assistance shall include one or more of the following:

- a) Multiple classroom observations by the Consulting Teacher.
- b) Opportunities for the permanent teacher to observe exemplary practice either by the Consulting Teacher or other exemplary teachers.
- c) District provided professional development opportunities.
- d) Assistance specific to the area that has been evaluated as “unsatisfactory.”
- e) Assistance in areas deemed in need of assistance by the Consulting Teacher during the period of assistance.
- f) Conference attendance where material facilitates and fits into the Individual Learning Plan.
- g) The parties understand that every possible subject matter competency may not be available with the district, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Teacher shall maintain prime responsibility for assuring the availability of appropriate resources.

10.9.2.6 During the period of assistance, the permanent teacher's evaluation shall be the responsibility of the principal or designee. It is the intent of the

parties that this process serves as the sole evaluation process for the permanent teacher.

10.9.2.7 The assistance provided by the Consulting Teacher shall be closely monitored by the Joint Committee.

10.9.2.8 Nothing in Article 10 precludes the principal or District from doing informal observations and providing feedback verbally and/or in writing.

10.9.2.9 The principal, or designee, will share all written evaluations during a conference with the permanent teacher and Consulting Teacher. A cover copy of the written evaluation will be provided to the Joint Committee.

### 10.9.3 Permanent Teacher Due Process Rights

10.9.3.1 The permanent teacher shall be entitled to review all reports generated by the principal or designee prior to their submission to the Joint Committee and to have affixed thereto their comments. To effectuate this right, the principal, or designee, shall provide the permanent teacher with copies of such evaluation at least five (5) working days prior to any Joint Committee meeting.

10.9.3.2 The permanent teacher shall have a right to be represented by the Association in any meeting of the Joint Committee and shall be given a reasonable opportunity to present their point of view concerning any report being made.

10.9.3.3 Consulting Teachers will provide assistance with the permanent teachers in the assistance program.

10.10 The Joint Committee shall make recommendations for continuation or not in the PAR program to the Governing Board.

10.10.1 The Joint Committee shall monitor the progress of Permanent Teacher mandatory intervention, including making the decision on the success of such intervention and

recommending continued participation in PAR to the Governing Board.10.10.2 The Joint Committee shall review all Individual Learning Plans. 10.10.3 The Joint Committee, after one (1) year of remediation, shall report to the permanent teacher, the principal, and the Governing Board as follows:

- a) The Joint Committee deems the permanent teacher “proficient” in the area(s) identified for improvement and shall be returned to the normal standard evaluation procedure.
- b) If The Joint Committee deems the permanent teacher “not proficient” in the area(s) identified for improvement and does not consider that further assistance and mediation will be successful, the Joint Committee Shall recommend dismissal from the PAR program.

10.10.4 Notwithstanding 10.10.3, above, and while the term of assistance shall normally be for one (1) year, the intervention may be reduced. If the Joint Committee deems the permanent teacher “proficient” in the area(s) identified for improvement prior to one (1) year, the permanent teacher shall return to the normal standard evaluation procedure.

10.10.5 Notwithstanding 10.10.3, above, and while the term of assistance shall normally be for one (1) year, the intervention may be extended to a second year if the Joint Committee believes progress is being made although the permanent teacher may not have returned to a “proficient” level of performance.

10.10.6 The deliberations of the Joint Committee shall be closed and confidential; their decisions shall be based on the information provided by the principal and the teacher and/or Association representative who is assigned.

10.10.7 The decision of the Joint Committee shall be reported to the teacher, the Consulting Teacher, and the principal in a conference with the Assistant

Superintendent for Human Resources. An Association representative may attend if requested by the teacher.

10.10.8 The Joint Committee shall review annually the Peer Assistance and Review Program

10.10.8.1 This evaluation may include:

- a) Interviews of the PAR program's participants, including Consulting Teachers and Participating Teachers;
- b) Surveys of the PAR Program participants, including Consulting Teachers, and Participating Teachers.

10.10.8.2 The Joint Committee shall submit the annual evaluation of the PAR Program to the Governing Board and to the Association.

10.10.8.3 Based on its evaluation, the Joint Committee may recommend changes to the PAR Program to the Governing Board and to the Association. Any changes to the PAR Program recommended by the Joint Committee can be implemented only through negotiations between the District and the Association.

## **ARTICLE 11 – GRIEVANCE PROCEDURES**

### 11.1 General Provisions

11.1.1 A grievance is defined as a formal written statement on a District provided form by a Member or the Association alleging that the District has violated, misinterpreted, or misapplied an express term of this Agreement and that by reason of such violation, the Member's or the Association's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

11.1.2 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by the appropriate administrator. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.

11.1.3 A "day" for the purposes of this Article, unless otherwise defined herein, shall be defined as a Member working day.

11.1.4 By mutual agreement of the Parties, any step may be skipped in the course of each grievance.

### 11.2 Grievance Procedure

#### 11.2.1 Step 1 [Informal Grievance Step]

11.2.1.1 Within twenty (20) grievant working days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) grievant working days of when the grievant could reasonably have known of the act or omission, the grievant must advise the immediate administrator of the grievance and meet with the immediate administrator regarding the

grievance, to attempt to informally resolve the grievance.

11.2.1.1 (a) For the purposes of this Article, immediate administrator means the lowest level administrator with the authority to the grievance.

11.2.1.2 Within twenty (20) grievant working days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) grievant working days of when the grievant could reasonably have known of the act or omission, and only after the grievant has met with the grievant's immediate administrator to attempt to informally resolve the grievance, the grievant may file a written grievance with the Assistant Superintendent for Human Resources ("ASHR"), if the grievance has not been resolved by the end of the twenty (20) day period. The Assistant Superintendent for Human Resources shall send a copy of the written grievance to the Association, the Labor Management Council ("LMC"), and the immediate administrator.

11.2.1.3 The written grievance shall set forth, on a prescribed form, the following information: the name of the individual grievant (or the Association), the date on which the grievance is being submitted, the date and site/location at which the grievable act occurred, the date on which the informal conference with the immediate administrator occurred, a clear, concise statement of the grievance, the circumstances of the alleged violation, the specific provisions of this Agreement alleged to have been violated, the specific remedy sought, and a choice by the grievant whether to request assistance from an interest-based problem-solving facilitator.

#### 11.2.2 Step 2 [Interest-based Problem-Solving Grievance Meeting With Facilitator]

11.2.2.1 If the grievance cannot be resolved informally by the grievant and the immediate administrator, either the grievant or the District may request a



facilitator, who will attempt to resolve the grievance using interest-based problem-solving methods. The grievant will request a facilitator by indicating such choice on the grievance form or by making a request to the Assistant Superintendent for Human Resources for a facilitator. The District will request a facilitator by so advising the grievant and the Association in writing.

- 11.2.2.2 In order to implement this provision, the District and the Association, in coordination with the LMC, will train a group of Members, District administrators, and other District employees in interest-based problem-solving techniques. Persons who have been so trained will be placed per mutual agreement on a list of facilitators who will be available to assist with the Step 2 facilitation procedure.
- 11.2.2.3 Within five grievant working days of receiving the request for a facilitator, the Assistant Superintendent for Human Resources and the Association will choose, by mutual agreement, a facilitator from the facilitator list to assist with the interest-based resolution of the grievance, will notify the facilitator of their selection, and will notify the grievant and the immediate.
- 11.2.2.4 Within ten (10) grievant working days of their selection, the facilitator will coordinate with the grievant and the immediate administrator to schedule a date, time, and location for a facilitated informal grievance meeting and will meet with the grievant and immediate administrator and attempt to resolve the grievance using interest-based problem-solving techniques. If possible, the first facilitated meeting will take place within twenty (20) grievant working days of when the grievable act occurred. At the facilitated meeting, the goal will be to have no more than two representatives present per party, not including the grievant and the immediate administrator.

11.2.2.5 The parties shall hold at least one facilitated meeting using interest-based problem-solving techniques to attempt to resolve the grievance.

11.2.2.6 If the informal grievance is resolved by the parties and facilitator within five (5) grievant working days of the grievance's resolution, the facilitator shall prepare, and the grievant and immediate administrator shall agree to, a joint facilitated resolution memorandum stating the substance of the informal grievance and the terms of the facilitated resolution. A copy of the memorandum shall be given by the facilitator to the Assistant Superintendent for Human Resources, who shall promptly distribute a copy of the memorandum to the Association, the LMC, the grievant, and the immediate administrator. The Association shall have five (5) grievant working days from its receipt of the memorandum to review and accept or reject the proposed resolution as binding on the Association or to agree that it will not be precedent setting.

11.2.2.7 Within two grievant working days from the end of each facilitated meeting that does not resolve the grievance, the parties can either:

- (a) Mutually agree to hold another facilitated interest-based problem-solving techniques meeting or
- (b) Either party may request in writing that the Step 2 process end, if either party feels the Step 2 process will not resolve the grievance.

11.2.2.8 Within three grievant working days from the end of each facilitated meeting that does not resolve the grievance, and if no additional facilitated meeting has been mutually agreed to by the parties, the facilitator will notify the Assistant Superintendent for Human Resources on an agreed form that the

informal grievance was not resolved.

11.2.2.9 Within five grievant working days of the date the Assistant Superintendent for Human Resources receives notice from the facilitator that the informal grievance was not resolved through the facilitated meeting process, the Assistant Superintendent for Human Resources will give Notice to the grievant, the Association, and the immediate administrator that the facilitated interest based problem solving meeting did not resolve the grievance. Said notice will terminate Step 2.

### 11.2.3 Step 3 [Appeal to Assistant Superintendent for Human Resources]

11.2.3.1 Within ten (10) grievant working days from the date of the facilitated meeting that did not resolve the grievance, or within ten (10) grievant working days from the date of notice from the Assistant Superintendent for Human Resources that the facilitated Step 2 meeting did not resolve the grievance (whichever is later), the grievant may file a Step 3 appeal in writing with the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources shall provide a copy of the written Step 3 appeal to the Association and to the grievant's immediate administrator.

11.2.3.2 The Member grievant (or the Association, if the Association is the grievant) shall have a conference with the Assistant Superintendent for Human Resources regarding the grievance within five grievant (or Association) working days of the filing of the Step 3 appeal.

11.2.3.3 The Assistant Superintendent for Human Resources shall make a written decision on the Step 3 grievance within ten (10) calendar days after receiving the Step 3 grievance, and such decision will terminate Step 3. The Assistant Superintendent for Human Resources shall provide a copy of the written Step

3 decision to the grievant, to the Association, and to the grievant's immediate administrator.

#### 11.2.4 Step 4 [Mediation/Advisory Arbitration]

11.2.4.1 If the grievant is not satisfied with the Step 3 decision, within ten (10) grievant working days after the termination of Step 3 the grievant may submit a written request to the Assistant Superintendent for Human Resources requesting the appointment of a mediator/advisory arbitrator to mediate and give an advisory opinion on the grievance (the "Step 4 request"). The request shall include a copy of the original grievance, the Step 3 decision, and a clear, concise statement of the reasons for the request. The Assistant Superintendent for Human Resources shall promptly provide a copy of the request to the Association. Within three grievant working days of receiving the request, the Assistant Superintendent for Human Resources shall request the California SMCS to appoint a mediator to mediate the grievance, unless the Parties agree to an alternative mediator/advisory arbitrator.

11.2.4.2 The mediation/advisory arbitration shall be held within fifteen (15) calendar days of the receipt of the Step 4 request by the Assistant Superintendent for Human Resources unless the SMCS is unable to provide a mediator within that period, in which case the mediation/advisory arbitration shall occur as soon as possible.

11.2.4.3 The mediator/advisory arbitrator shall mediate between the Parties regarding the grievance and shall be asked by the Parties to use the interest-based problem solving approach. The mediation process shall be confidential.

11.2.4.4 If the mediation results in an agreement between the Parties that resolves

the grievance, the agreement will be reduced to writing. The agreement shall not, however, be precedent setting unless the Parties mutually agree that it shall constitute precedent.

11.2.4.5 If the mediation does not resolve the grievance, the mediator/advisory arbitrator shall be requested to render an advisory opinion. This advisory opinion shall be in writing unless the mediator is unwilling to provide a written opinion. In that case, the advisory opinion shall be oral. The mediator shall be advised at the time of appointment of this aspect of the District/Association mediation process.

11.2.4.6 The mediator/advisory arbitrator shall communicate a decision to the Parties within twenty (20) calendar days after the conclusion of the mediation/advisory arbitration, and such a decision will terminate Step 4. This decision may be submitted by either Party at later steps in the grievance process, except that it may not be introduced as evidence or otherwise submitted in binding arbitration. [Other discussions during the mediation process, including but not limited to any offers of settlement or admissions, may not be used by either party in the subsequent grievance/binding arbitration process.]

11.2.4.7 At any time after fifteen (15) grievant working days have passed from the conclusion of the mediation/advisory arbitration, if the mediator/advisory arbitrator has not yet communicated a decision to the Parties, the grievant may proceed to Step 5.

11.2.4.8 All costs for services of the mediator, including, but not limited to, per diem expenses and the mediator's travel and subsistence expense, will be borne equally by the District and the Association if the Parties opt to use a mediator

that is not provided by the SMCS. All other costs will be borne by the party incurring them.

11.2.4.9 At the conclusion of the mediation/advisory arbitration, the Superintendent shall review the results of the mediation/advisory arbitration and consider whether to reverse or modify the Step 3 decision denying the grievance.

11.2.4.10 Step 4 shall terminate either twenty (20) calendar days after the conclusion of the mediation/advisory arbitration or on the date that the District and Association receive the decision by the mediator/advisory arbitrator, whichever is earlier.

#### 11.2.5 Step 5 [Appeal to Superintendent]

11.2.5.1 In the event the grievant is not satisfied with the decision at Step 4, the grievant may appeal the decision in writing to the Superintendent within five (5) grievant working days after the termination of Step 4.

11.2.5.2 The Step 5 appeal shall include a copy of the original grievance, the decision rendered at Step 4, including the mediation/advisory arbitration decision, a clear, concise statement of the grievance, the circumstances of the alleged violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought, and copies of the notice or memorandum received from the facilitator and the mediator's advisory opinion. The grievant (or Association) shall have a personal conference with the Superintendent regarding the grievance.

11.2.5.3 The Superintendent shall make a written decision on the Step 5 grievance within ten (10) calendar days after receiving the Step 5 grievance, and such

decision will terminate Step 5. The Superintendent shall provide a copy of the written Step 5 decision to the grievant, to the Association, and to the grievant's immediate administrator.

#### 11.2.6 Step 6 [Appeal to Governing Board]

11.2.6.1 If the grievant is not satisfied with the Step 5 decision, the grievant may file a written appeal within five (5) grievant working days with the Governing Board. This appeal shall include a copy of the original grievance, the decision rendered at Step 5, a clear, concise statement of the grievance, the circumstances of the alleged violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought, and copies of the notice or memorandum received from the facilitator and the mediator's advisory opinion.

11.2.6.2 The Board shall review the request for a Step 6 appeal and notify the grievant within fifteen (15) calendar days of its decision or within two days of its next scheduled Board meeting (whichever is later), whether to review the Step 5 decision. The Board shall review the Step 5 decision if a majority of the Board votes to review the decision. If the Board declines the request for review, that decision will constitute a termination of Step 5, and the decision of the Superintendent will become final immediately upon notice that the Board has declined review. If the Board grants review of the appeal, it shall schedule a closed session hearing (unless the grievant requests an open session) on the appeal as soon as reasonably practicable, but no later than fifteen (15) calendar days after its decision to accept review of the Step 5 appeal.

11.2.6.3 If a majority of the Board votes to review the Step 5 decision, the Board may, at its discretion, request that evidence be presented in addition to the written documentation submitted by the grievant with their Step 5 appeal and the District's written response to the Step 5 appeal. The additional evidence may take any form the Board shall direct. The Board shall have discretion to decide the amount of time to be granted to each side to present its evidence, but in no event will the grievant or Association be provided less than thirty (30) minutes to present its evidence to the Board. The Board may ask questions of the person giving the oral presentation. The thirty minutes shall not include time for answering questions or engaging in discussion with the Board during the presentation. Generally, the Board may control the manner, nature, and length of the presentation of the additional evidence. The Parties agree that formal procedures, such as those required by the Administrative Procedure Act, are not required.

11.2.6.3 (a) After hearing the additional evidence, the Board shall meet in closed session to make a decision on the merits of the grievance. The Association and the grievant shall not be present during the Board's closed session to decide the grievance. The Board may, at its discretion, meet in closed session immediately after the close of the presentation of evidence or as soon as is practicable thereafter, but in no event more than seven (7) calendar days after the close of the evidence.

11.2.6.4 The Board may also, at its discretion, determine the appeal based solely on the written documentation submitted by the grievant with their Step 5 appeal and on the District's written response to the Step 5 appeal. The Board shall review the written record and make a decision based on such record. If the



Board proceeds based solely on the written record, the Board shall meet in closed session to make a decision on the merits of the grievance. The Association and the grievant shall not be present during the Board's closed session to deliberate on and decide the grievance. However, the Board shall, in such case, allow the grievant and/or his/her representative not less than a thirty (30) minute period to make a statement to and provide information to the Board in closed session prior to the Board's commencement of its deliberations on the grievance. The Board may also ask questions or request clarifications after the end of the thirty (30) minute period. The thirty (30) minute period shall take place at the beginning of the regular Board meeting or in a special Board meeting. The parties agree that the District may present information and evidence to the Board at the conclusion of the thirty (30) minute Association presentation and that the Association and/or grievant do not have a right to be present during the District presentation.

11.2.6.5 The Board shall render a written decision on the Step 6 appeal and notify all parties of such decision within thirty (30) calendar days of the Board's receipt of the written Step 6 appeal or within ten (10) calendar days of the Step 6 hearing, whichever period is longer. Such a decision will become final on the date that the Board notifies both parties of its decision.

11.2.6.6 The Board may, at its discretion, at any time after the granting of review, remand the grievance back to the Superintendent for a redetermination by the Superintendent, with instructions to consider additional facts or issues that were not previously considered by the Superintendent. The grievance process shall then revert back to Step 5. The Board may also, in its discretion, limit the Step 6 appeal hearing to only a single issue for the Board decision and then remand the remaining issues to the Superintendent for a

redetermination of the grievance.

11.2.6.7 The Board may, in its discretion, include the Superintendent or other District staff and its legal counsel, in any closed session at which it is deliberating on and making a decision on a grievance.

11.2.6.8 The Board's decision on the Step 6 grievance shall be final and non-appealable, subject only to the right of the Association to proceed to binding arbitration.

#### 11.2.7 Step 7 [Binding Arbitration]

11.2.7.1 If the grievant or Association is not satisfied with the disposition of the grievance at Step 6, the grievant (with the Association's consent) or the Association, within fifteen (15) grievant working days of the Board's decision at Step 6, may submit the grievance to binding arbitration by providing notice of intent to arbitrate to the Assistant Superintendent for Human Resources on an agreed to form. In such cases, the parties shall request a list of arbitrators from the American Arbitration Association ("AAA") in accordance with AAA procedure, or the Parties may select an arbitrator from a list of arbitrators agreed to in advance by the Association and the District pursuant to a Memorandum of Understanding.

11.2.7.2 The information provided to the arbitrator shall include a copy of the original grievance, the decision rendered at Step 6 (or Step 5, if applicable), a clear, concise statement of the grievance, the circumstances of the violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought.

11.2.7.3 A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall be established in each case by flipping a coin, with the loser of the coin toss striking first. After the process of striking is complete, the one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list by both parties.

11.2.7.3 (a) Instead of alternately striking names, in a given case, the Association and the District may stipulate to any arbitrator on the list.

11.2.7.4 Only once in each arbitration, and prior to commencing the striking process, either party may elect to peremptorily discard an entire list of arbitrators provided by the AAA. The party that elects to discard an entire list shall pay in full for the cost of the replacement list from AAA.

11.2.7.5 If any questions arise as to the arbitrability of the grievance, including but not limited to questions regarding the timeliness of the grievance, such questions shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

11.2.7.6 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator, with the parties being afforded sufficient time to prepare for the arbitration. Hearings shall be confined to District working days. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Article. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted for arbitration. The arbitrator will not have any power or authority to

make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as the arbitrator judges to be proper. The award of the arbitrator shall be submitted to both parties. The decision of the arbitrator will be final and binding upon the parties.

- 11.2.7.7 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.
- 11.2.7.8 The arbitrator shall be provided with all available documents relating to the grievance. Parties in interest shall be given at least ten (10) calendar days prior notice of scheduled hearings unless the Arbitrator's schedule reasonably requires lesser notice. Parties in interest and their representatives shall have the right to be present at such hearings.
- 11.2.7.9 All costs for services of the arbitrator, including but not limited to per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- 11.2.7.10 If any party requests a transcript of the proceedings, that party shall bear the full costs for creating said transcript. If the other party then requests a copy of the transcript, that party shall pay to the original requesting party one-half (1/2) of the cost of the transcript, along with one-half of the court reporter's fee.
- 11.2.7.11 Upon mutual agreement of the District and Association, the arbitration may proceed under expedited rules of the American Arbitration Association.

Notice of such mutual agreement shall accompany the request to AAA for a list of arbitrators.

11.2.7.12 If a matter falls within the scope of this grievance article and is therefore subject to binding arbitration, the grievant and the Association shall be barred from filing a legal action against the District regarding the subject matter of the grievance, except as otherwise provided by law. The decision of the arbitrator shall be final and binding on the parties to the grievance, except as otherwise required or allowed by law.

## Miscellaneous Provisions

### 11.3 Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, including paragraphs 11.4 and 11.5, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any step, the running of the time limit shall be deemed a denial of the grievance at that step, and a termination of that step, and the grievant may proceed to the next step.

11.3.1 For the purpose of calculating time limits under this Article, the first day (Day 1) of any time period shall be the first grievant working day after each event occurs [e.g., If a grievable act occurs at 2:00 pm on Wednesday, December 1 (a grievant working day), the first day for the purpose of calculating the 20-day time limit to file a grievance would be Thursday, December 2 (if December 2 is a grievant working day)].

11.4 The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may also be extended by mutual consent. In addition, the grievant or Association may request and shall

receive an additional five days for the completion of any step in the grievance process. Such a request can be made after a timeline has run, but only once during each Step in the grievance process.

11.4.1 The District may request and shall be granted, a five-day extension of any grievance timeline no more than once per grievance filed. The request may be made after the timeline in question has expired, so long as it is within five days.

11.5 Timelines, as noted in this procedure, may be adjusted at the request of either party by mutual agreement. If either party requests a reasonable extension of a timeline prior to the expiration of the timeline, such request shall not be unreasonably refused by the other party. However, neither party is required to agree to multiple requests for extension of timelines by the other party.

11.6 Prior to the time that any deadline would run that would bar a grievance from proceeding, the District will provide a courtesy notice to the grievant and the Association that the deadline is pending.

11.7 Chapter Representation

The grievant shall be entitled upon request to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution of the grievance and has been given a fifteen (15) calendar day opportunity to state its views on the grievance.

11.8 Confidentiality

In order to encourage a timely and fair review of a grievance, the Parties agree that it is the Parties' mutual intent that from the time a grievance is filed until it is processed

through Step 6 of the grievance procedure provided herein, that the grievant, the Association, and the District shall not make public either the grievance or evidence regarding the grievance. The Parties further agree that the grievant, the Association, and the District shall not violate legal restrictions regarding the privacy and confidentiality of employee information at any time during the grievance process. Nothing in this provision shall prevent the Association or District from discussing the grievance within their respective governing bodies, or within the LMC, so long as confidentiality is otherwise maintained.

#### 11.9 Grievance Files

The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in the grievance process, which may have derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in the grievance process.

#### 11.10 Group Grievance

If SMEEA and the District mutually determine that the significant characteristics of a number of individual grievances are sufficiently alike such that it would be in the parties' best interests to consider this group of grievances as one grievance, they may mutually agree to do so. In such a case, a group grievance would be initiated at Step 2 of this procedure.

#### 11.11 Release Time

Grievance meetings will normally be scheduled so as not to conflict with pupil related duties. If this is not possible, reasonable release time will be provided to the grievant and one (1) representative to attend such grievance meetings as provided for in this

Article.

11.12 Designees Allowed

In any case where this Article calls for the Superintendent, Assistant Superintendent for Human Resources, Association President, or other person to perform any act under this Article, said person may designate a representative to act in their place.

11.13 Reprisals

No party shall take reprisals affecting the employment status of any unit member, party in interest, Association representative, or other participant in the grievance process by reason of such participation.

11.14 Forms

Forms for filing grievances and other related documents will be developed jointly by the District and the Association and will be made available in the Human Resources Department at the District Office, at each school site, and at the Association office.

11.15 Discovery

The parties in interest agree to make available to each other, upon reasonable request, therefore, and when practicable within 15 days of request, all non-privileged information relevant to the grievance.

11.16 When a grievance meeting or hearing at any level of the grievance process is held

during the work day, the grievant(s) and the Association representative shall be released for the duration of the meeting or hearing without loss of compensation.

Any Member who is required to appear as a witness will be released from work only for that amount of time necessary to process the grievance or be a witness at a mediation or arbitration hearing, without loss of compensation. The grievant and



Association representative will investigate and prepare for a grievance outside the instructional day or while on Association time.

## ARTICLE 12 - RETIREMENT

### 12.1 Reduced Work Schedule Program

Employees who are members of STRS may be granted permission by the Governing Board to reduce their workload from full-time to one-half time and maintain full-time status for retirement purposes, pursuant to Education Code Section 22713, subject to the following conditions:

Qualifications:

12.1.1 A Member must have reached the age of fifty-five (55) years, but may not be older than sixty-four (64) years of age when commencing participation in the RWS Program.

12.1.2 The Member must make an application between July 1st and February 1st of the school year, which precedes the school year in which they wish to participate in the RWS Program.

Limitations:

12.1.3 Individual participation in the program is limited to a period of five consecutive (5) years or until age sixty-five (65), whichever comes sooner. Once in the program, you cannot return to full-time status.

12.1.4 No more than eight Full Time Equivalent (FTE) [for example Reduced Work Schedule Member, plus 1/2 time employee equals 1.0 FTE; Reduced Work Schedule Member, plus Reduced Work Schedule Member equals 1.0 FTE] may participate in the RWS Program at any one time. Members who requested placement on a list prior to January 15, 2020, are hereby recognized and will remain on said RWS Program list, as received. All subsequent applications shall be considered on a first come, first served basis, in accordance with the specific time frame provided in 12.1.3, until the

limit of eight (8) FTE's is reached, and a waiting list is then created. Once a member submits their intent to participate in the RWS program, placing themselves on the list for consideration, they must indicate prior to January 15 if they no longer wish to participate. Additionally, the Board may consider an increase in the number of participating members if good cause exists.

12.1.5 The option of half-time employment may be exercised only at the request of the employee and can be revoked by the member only under unusual circumstances and with mutual consent of the employer and employee.

12.1.6 The agreement or contract for one-half service shall be executed by the member and employer in writing prior to the period of the reduced school year.

12.1.7 At the end of the five (5) year period or age sixty-five (65), whichever occurs first, the participant agrees to resign or retire at the end of their assigned work year.

12.1.8 A Member must be employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment in the District.

12.1.9 The Member shall be paid a salary which is the pro rata share of the salary they would be earning had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment. The Member shall receive employee health benefits in the same manner and to the same extent as a full-time Member.

12.1.10 A Member employed on a part-time basis under the RWS Program shall receive the credit they would receive if employed on a full-time basis and have their retirement allowance, as well as any other benefits that they are entitled to, based upon the

salary that they would have received if employed on a full-time basis. The Member and District will both contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the Member were employed on a full-time basis.

12.1.11 The Reduced Work Schedule Program will be authorized only in those instances where an assignment satisfactory to both the District and the Member can be established. The District has the discretion to select the teacher who completes the other half of the instructional year that is not served by the Member who is participating in the RWS Program.

12.1.12 In the desire to provide continuity, the District will provide a cross-over day for the participants of the RWS Program Member, whether they serve the first half or the second half of the year. The cross-over day shall take place while the RWS Program Member is on duty, with the other RWS Program Member sharing the year, or with the other teacher (temporary or otherwise) who is serving the other half of the instructional year for the RWS Program Member. The date will be mutually agreed upon by the RWS Program Member and the teacher (other RWS Program Member or other teacher) sharing the year, together with the site Principal and the Assistant Superintendent for Human Resources.

12.1.13 No employee shall be required to participate in the Reduced Work Schedule Program.

12.1.14 Upon request, the Human Resources Department shall provide the Association with a list of the employees who shall be participating in the RWS Program.

12.1.15 Any mandatory legislated changes to this program shall be deemed to be incorporated into this article.

## 12.2 Early Retirement Incentive Program

An early retirement program is established for Members subject to the following conditions:

12.2.1 After ten (10) years of full-time satisfactory service in the District and attainment of fifty-five (55) years of age, a Member is eligible to participate in the District's Early Retirement Program.

12.2.2 The Member must make an application between July 1st and January 15th of the school year immediately preceding retirement and beginning the Early Retirement Incentive Program. Members will be notified of their inclusion or exclusion from the Early Retirement Incentive Program on or about January 16th. At that time, the decision will be final, and their resignation will have been accepted by the district by the end of the current school year.

12.2.3 The District will limit the number of Members participating to a total of fifteen (15) at any one time. This limit may be exceeded at the discretion of the Governing Board.

12.2.4 Members choosing this program would be required to serve the District for a period of twenty-five (25) days during the school year. The time and place of the service would be mutually agreed upon.

12.2.5 Upon acknowledgment of the member's placement in the Early Retirement Incentive Program, the district shall, at that time, accept said resignation, and said resignation may not be rescinded. The District will agree to a five (5) year contract for services to be performed each year. The retiree may terminate the contract at any time if they choose to stop working the annual required days for the annual payment noted below and participation in the Early Retirement Incentive Program.

12.2.6 Retirees will provide the District with special services and advice on such matters as: financial, economic, accounting, engineering, legal, administrative matters, improvement of educational techniques, and improvement of local educational

programs.

12.2.7 Members who choose to become participants starting at age 55, shall receive an annual payment of \$12,000 for each year the Member works for 25 days a year for a maximum of five (5) years and shall be paid a fee for services rendered as indicated below:

AMOUNT	AGE
\$12,000	55
\$12,000	56
\$12,000	57
\$12,000	58

Once electing to participate in the program, the retiree may not return to full-time certificated employment.

12.2.8 Compensation for services rendered shall be paid on the next available payroll after services are complete.

12.2.9 Members who choose to participate in the ERIP beginning at the age of 59-62 will be paid as indicated below (these participants are excluded from 12.2.7). The retirement benefit set forth in this paragraph may be received by the Member as a lump sum or in payments as specified by the Member, so long as all amounts are received within five years of the Member's retirement date. No interest will be due on this retirement benefit if the Member elects to receive it over time.

AMOUNT	AGE	
\$45,000	59	No Days
\$30,000	60	No Days
\$15,000	61	No Days
\$7,000	62	No Days

## **ARTICLE 13 - CLASS SIZE**

13.1 Class size shall be at a level, which does not exceed state penalty class size standards and meets the educational standards of the District.

13.2 The District, in conjunction with the Association, will make a concerted effort to equalize class size and keep combinations at a minimum. A concerted effort would be made district-wide to keep class size averages in Grades TK-3 at 27:1 and Grades 4-6 at 30-1. A joint committee of representatives of the Association and the District Administration will meet during the first two weeks of the school year to consider ways and means to accomplish this objective. During the school year, if subsequent class size imbalances occur, either the Association or the District may call a meeting to consider ways and means to correct the difficulty. The Committee will also consider the subject of combination classes and will explore alternatives to reduce the number of such classes in the District and/or the number of students in such classes (See Section 15.12).

### **13.3 LCFF/GRADE SPAN ADJUSTMENT**

13.3.1 Beginning with the 2013-14 school year, the State of California enacted the Local Control Funding Formula ("LCFF") program, which has a stated goal of providing additional funds to serve the public school students of the State of California.

13.3.2 As a condition of the continued receipt of the additional Grade Span Adjustment grant, a school district is required to either maintain an average class enrollment for each school site for transitional kindergarten, kindergarten, and grades 1 to 3 inclusive that complies with a statutory limit set forth in the Education Code, or, in the alternative, agree to a "collectively bargained alternative annual average class enrollment ratio" or a "collectively bargained alternative ratio" with its certificated employees' union. The program previously known as "Class Size Reduction" is now primarily referred to as the Grade Span Adjustment, or "GSA".

13.3.3 The District and the Association have a common interest in retaining additional funding from the State under the LCFF for GSA in grades TK-3 and in meeting the requirements of the Education Code for receiving future GSA funding. The District and SMEEA recognize that without a collectively bargained alternative ratio for Grades TK-3, the District will lose future funding that would be available with such an agreement in place.

13.3.4 Therefore, recognizing the requirements of the LCFF and GSA laws and regulations and recognizing the financial and educational benefits available from negotiating a collectively bargained agreement to an alternative ratio in compliance with the requirements for the continued receipt of additional funding under the LCFF's CSR/GSA requirements, the Association and the District agree as follows:

13.3.4.1 SMEEA and the District recognize the requirements of the LCFF and GSA laws and regulations, and intend the language in this Article to constitute the collectively bargained agreement on an alternative class size ratio required by law to maintain all funding that is available under the LCFF and GSA requirements.

13.3.5 The Association and the District hereby agree to a collectively bargained alternative ratios to replace the CSR/GSA LCFF class size requirements, as follows:

13.3.5.1 The District-wide average for all classes in grades TK-3 shall be 27:1. No single class in Grades TK-3 shall have more than 32 students. Should any section of Physical Education, Instrumental Music, or Choir exceed the grade span specific cap referred to in this section plus eight (8), that class shall receive additional supervisory support.

13.3.5.2 The District-wide average for all classes in grades 4-6 shall be 32:1. No



single class in Grades 4-6 shall have more than 35 students. Should any section of Physical Education, Instrumental Music, or Choir exceed the grade span specific cap referred to in this section, plus five (5), that class shall receive additional supervisory support.

13.3.6 It is the intent of the Parties that this Section 13.3 addresses and fulfills any and all obligations of the Parties to implement “a collectively bargained alternative ratio” and includes the Parties’ agreement on these issues as required to preserve the additional LCFF/Grade Span Adjustment grant, as currently stated in the LCFF provisions including Emergency Regulations adopted by the State Board of Education, and including Education Code section 42238.02. The language in Article 13 reflects the best efforts of the Parties to meet the requirements of all regulations and guidelines, and all anticipated regulations and guidelines, and documents the Parties’ commitment to work together to maintain the Additional GSA Grant under the LCFF program for the benefit of the Association and the District.

13.4 School site committees will take District criteria which are the "common considerations," and from that list will develop site criteria for faculty to approve by majority vote.

List of Common Considerations:

1. Special needs of child
  - a. Spanish reader
  - b. Special Education
  - c. GATE
  - d. Siblings of any of above
2. Family needs
  - a. Siblings
  - b. Choice, if all tracks and classes at that grade level are balanced

### 3. School needs

- a. Balance class/track
- b. Balance new students
- c. Makeup of class, i.e., ethnic, gender, ability, behavior, etc.
- d. Maximize attendance
- e. Minimize class size in combination classes

## ARTICLE 14 – BENEFITS

- 14.1 Definitions: For the purposes of this Article, the term “employee health benefits” shall collectively refer to the benefits set forth in paragraphs 14.3 (health insurance), 14.4 (dental insurance), 14.5 (life insurance), 14.6 (disability income insurance), 14.8 (vision care), and 14.9 (cancer insurance).
- 14.1.1 For the purposes of this Article, the term “health benefits plan year” means the period in each year from October 1 to the following September 30.
- 14.1.2 For the purposes of this Article, the term “eligible member” means any member that works three (3) hours and fifteen (15) minutes or more per day or is a .5 FTE.
- 14.2 The District will only be obligated to pay a total amount per eligible Member for employee health benefits as defined in Article 14.1 that does not exceed \$14,800 per eligible Member per health benefits plan year.
- 14.2.1 The Association and the District agree to meet and negotiate as necessary prior to June 1 of each school year to negotiate possible revisions to the employee health benefits plan descriptions and coverages. The purpose of such negotiations will be to reach an agreement on a revised employee health benefits package that will, to the extent possible, reduce the projected costs of employee health benefits for the coming health benefits plan year that commences on the following October 1. To the extent that the projected costs of health benefits exceed the limitations in Article 14.2 and 14.2.1, then commencing on September 30 salary deductions will occur based on health benefit cost renewal projections as of June 10.
- 14.3 Health Insurance
- Subject to the limits in Article 14.2 and 14.2.1, the District shall provide health insurance coverage for all eligible Members and their eligible dependents in a health plan that is at

least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix I.

14.3.1 An eligible Member who is absent on account of illness and who has exhausted their accumulated paid leaves shall continue to receive full health insurance coverage to be paid by the District for that period of illness not to exceed twelve (12) months following exhaustion of said leave.

14.3.2 An eligible Member on a District approved unpaid leave of absence shall continue to receive health insurance coverage for the period of the leave, provided the Member pays for these benefits.

#### 14.4 Dental Insurance

Subject to the limits in Articles 14.2 and 14.2.1, the District shall provide a dental insurance plan for all eligible Members, that is at least equal to the Dental Insurance Plan Summary attached to this Agreement as Appendix I. The District and the Association agree that the per-person cap on dental benefits will be \$2,000.

#### 14.5 Life Insurance

Subject to the limits in Article 14.2 and 14.2.1, the District shall provide a decreasing life insurance policy that is at least equal to the Life Insurance Plan Summary attached to this Agreement as Appendix I.

#### 14.6 Disability Income Insurance

Subject to the limits in Article 14.2 and 14.2.1, the District shall provide an income protection plan that is at least equal to the Disability Income Insurance Plan Summary attached to this Agreement as Appendix I.

14.7 Tax Sheltered Annuities

Members may participate in a tax-sheltered annuity or Section 457 Plan of their choice with the District providing payroll deductions for this purpose.

14.8 Vision Care

Subject to the limits in Article 14.2 and 14.2.1, the District shall provide a vision insurance plan that is at least equal to the Vision Insurance Coverage Plan Summary attached to this Agreement as Appendix I.

14.9 Cancer Insurance

Subject to the limits in Article 14.2 and 14.2.1, the District shall provide coverage for all Members and their eligible dependents for supplemental cancer insurance.

14.10 Duration of Benefits

14.10.1 The employee health benefits provided in this Article shall remain in effect during the term of this Agreement. Should a Member's employment terminate during the school year, they shall be entitled to continue coverage under the life, health, dental, and vision plans for a period not to exceed six (6) months. Such Member shall pay the premiums for the continued coverage on a month-to-month basis, with such payment to be received in the Human Resources Department of the District thirty (30) days prior to the month of coverage. Failure to meet this timeline shall constitute sufficient notice for the District to drop said coverage.

14.10.2 Should a Member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such Member shall be entitled to continued coverage under the life, health, dental, and vision plans until October 1 of the ensuing school year, provided that the carrier of said plans allows

such coverage and the coverage does not increase the District's rate in any way.

14.11 Upon retirement a Member may participate in any District group insurance plans except salary protection upon prepayment to the District by the Member in a manner prescribed by the District not to exceed one year.

14.12 The District agrees to provide the cost of coverage per month toward the health insurance premium of a Member who retires on or after July 1, 1978, subject to the following:

14.12.1 The Member must have served the District in a full-time certificated position for ten (10) years immediately preceding retirement. For this purpose, District granted leave would not constitute a break in service for retirement or health and welfare benefits.

14.12.2 Retirement does not commence until the Member is at least age fifty-five (55).

14.12.3 Eligibility for benefits under this provision terminates on the first day of the month preceding the retiree's sixty-fifth (65th) birthday.

14.12.4 Dependent coverage may be purchased by the retiree in a manner prescribed by the District.

14.12.5 The District obligation for retiree health insurance benefits shall not exceed the District's obligations to current District employees under Sections 14.2 and 14.2.1. If a retired Member owes a contribution for the cost of health benefits, they shall be required to make such contribution commencing October 1.

14.13 Benefits Committee

The District and the Association agree to participate in a "Benefits Committee" that shall meet on an as needed basis throughout the school year, but not less than three times per year. The task of the Benefits Committee will be to review the costs and design of the

health, vision, and dental plans provided to Members. The Benefits Committee will provide recommendations to the District and the Association regarding proposed changes to employee health benefits. The Association will have up to four Association Members on the Benefits Committee. The District will also have up to four District representatives on the Benefits Committee.

## **ARTICLE 15 - SALARIES**

- 15.1 The Salary Schedules for Members are attached hereto as Appendix A-F.
- 15.2 All Members who serve other than the required number of days as set forth in Article 5 for their job classification shall receive a salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.
- 15.3 Credit hours for application to a Member's placement on the salary schedule will be taken from a regularly accredited college or university. A regularly accredited college or university is one that is a member of one of the six geographical regions of the United States and their respective agency that accredits college and university higher education programs. All other credits to be submitted for salary advancement shall have written approval by the Assistant Superintendent for Human Resources prior to taking the course or workshop.
- 15.4 Credits received from the successful completion of an accredited course from an accredited college or university since the time of receiving a Bachelor's Degree, regardless of whether such units are earned prior to or since employment by this District, will advance from one classification to another on the salary schedule.
- 15.5 In order for Members to advance to the next step on the salary schedule, they must be on paid status for seventy-five percent (75%) or more of the work year for their position.
- 15.6 The payroll period shall be defined as monthly, beginning with the first day a Member is required to report for duty. Salary payments shall be made not later than the last working day of the month, except for the month of December. Payment for December shall be made on the first working day of January. Salary payments for services in addition to the Member's regular assignment shall be made not later than ten (10) days following the last day of the payroll period in which the services were performed.
- 15.7 The District will advance Members to the appropriate column on the salary schedule In



the event that official transcripts are submitted to Human Resources within 10 days of the date they are available from the institution from which they were earned but no later than December 1, the District will advance Members to the appropriate column on the salary schedule retroactive to July 1 of that school year. After December 1, Members may advance to the appropriate column on the salary schedule for the payroll month after submitting official transcripts. All provisions of this Article are subject to the ability and procedures of the County of Santa Barbara and are effective only if and when such conditions are available to the District through the County.

15.7.1 Effective for all column movements after July 1, 2007, for a Member to advance to a higher column or columns, the Member must submit a Notice of Intent to Advance to the District Human Resources Department by September 1 in the year in which the Member intends to advance. Thereafter, if official transcripts are submitted by the Member to the Human Resources Department by December 1, the District will advance the Member to the appropriate column on the salary schedule retroactive to July 1 of that school year. If the Member submits a Notice of Intent to advance after September 1 or submits official transcripts after December 1, then the Member will advance to the appropriate column on the salary schedule on July 1 of the following school year. Submission of official transcripts after December 1 shall constitute a notice by the Member of intent to advance for the following school year.

#### 15.8 Salary Guide - Lead Teachers

The salary of each Member who is designated as a lead teacher shall be compensated for extra duties and responsibilities in addition to regular salary schedule placement. The additional compensation for these positions shall be computed by applying to the base salary of Column I on the salary schedule (Bachelor's Degree with no advanced units), a factor of .055.

15.9 Salary Guides - Special Assignment

The salary of a Member at the junior high level (7th and 8th grades) who serves in the capacity of and is designated as a counselor, coach, and/or department head shall include compensation for extra duties in addition to regular salary schedule placement. The additional compensation (stipend) for these positions shall be computed by applying to the base salary of Column I on the salary schedule (Bachelor's Degree with no advanced units), a factor of .055.

Coaches will be paid as follows:

Basketball	100% of stipend
Volleyball	80% of stipend
Soccer	80% of stipend
Track	70% of stipend
Cross County	70% of stipend
Cheerleading	150% of stipend

Coaches for each school will be determined by the principal from a list of volunteers of the respective 7th and 8th grade schools. Each band director shall be compensated for extra duties with an additional (5) percent factor of their regular salary schedule placement.

15.10 Teachers of Severely Handicapped

Teachers of the severely handicapped shall be compensated at a rate of .055 of the base salary in addition to their regular salary.

15.11 Hourly Rate

Members who provide extra services will receive compensation at a minimum of \$35.00 per hour.

15.12 Combination Classes

Members in Grades TK-6 who are assigned a regular self-contained classroom with

more than one designated grade level shall be compensated with an additional \$250 for the year in which the assignment occurs. In order for the Member to receive the additional compensation the assignment must last twenty (20) working days. This will not include those Members in special education or opportunity classes. Team teaching will not constitute a combination class. The District will make a concerted effort to avoid combination classes. Members with combination classes for ten days or more in a month will be paid \$50 per student per month for each student over 25.

15.13 Bilingual

A Member with a designated bilingual certification (non-emergency) will be compensated with a one-time only stipend of \$500.

15.14 Anniversary Increments

15.14.1 The present basic program of anniversary increments shall be continued for columns 1 - 4 with the option of an alternate professional growth program or Staff Development Certificate Program. The District will provide professional growth or staff development increments for the length of this Agreement as follows:

<u>STAFF DEVELOPMENT CERTIFICATE PROGRAM</u>	<u>BASIC PROGRAM</u>	<u>PROFESSIONAL GROWTH PROGRAM</u>
1-14 years \$250	-----	15-19 years \$1,500
	20-24 years \$ 500	20-24 years \$2,000
	25 years \$1,000	25 years \$2,500

The professional growth increments are not cumulative and are not based on any percentage factors.

15.14.2 Staff Development Certificate Program

Members in years 1-14 may participate in the Staff Development Certificate Program.

15.14.2.1 Any Member seeking to qualify for additional compensation under the SDCP shall submit an application on a form provided by the District prior to May 1. The Member shall provide certification of thirty (30) hours of District

approved inservice. Duplicate or repetitive training is not eligible for certification. Members who have participated in equivalent training outside of the District or training relative to a specialized area may submit their application to the Assistant Superintendent for Instructional Services for review.

15.14.2.2. Any Member whose application to participate in the SDCP is approved shall receive compensation that year and one subsequent year. Upon expiration of the stipend, a Member may participate in SDCP and reapply for a subsequent stipend. Approved SDCP activities taken within a year of the stipend expiration are eligible for readmission to the SDCP.

### 15.14.3 Professional Growth

15.14.3.1 The Professional Growth Program is entered into pursuant to Government Code Section 35432(d).

15.14.3.2 Members are eligible for anniversary increments under the Basic Program pursuant to Section 15.14.1 of this Agreement. Any Member seeking additional compensation as provided in the Professional Growth Program shall comply with requirements outlined in this section, 15.14.3.

15.14.3.3 Any Member seeking to qualify for additional compensation under the Professional Growth Program shall complete and submit a written program application on a form to be provided by the District.

15.14.3.4 The program application shall be reviewed by the Professional Growth Committee, which shall consist of:

15.14.3.4.1. Three members selected by the Association;

15.14.3.4.2 Three members selected by the District; and

15.14.3.4.3 The Assistant Superintendent for Human Resources or their designee and the Association President or their designee who shall serve as co-chairpersons of the Committee.

15.14.3.5 Either the Association or the District may change its selected member(s) at any time.

15.14.3.6 The Committee shall not approve any application unless the Committee, by majority vote, determines that the application and program meet the requirements of this section.

15.14.3.6.1 An approved Professional Growth Program shall be defined as a program that contributes to a Member's competence, performance, or effectiveness in the position that they currently hold or might reasonably expect to hold in the future or a program that contributes to the educational welfare of the District.

15.14.3.6.2 An approved program shall consist of participation in activities that contribute to improvement in the Member's competence, performance, or effectiveness in the areas of lesson preparation, classroom instruction, grading, parental counseling, supervision of extracurricular activities of students, or other activities judged by the committee to meet the requirements of the program.

15.14.3.7 The proposal submitted by the Member on the Professional Growth Form shall include the following:

The objectives of the program;

15.14.3.7.1 The procedures and/or methodology to complete the program; and

15.14.3.7.2 The anticipated outcomes as they relate to the Member's competence, performance or effectiveness

- 15.14.3.8 A Member who is eligible for a professional growth increment must make initial application for the increment no later than May 1 prior to the school year in which they expect to be granted the professional growth increment.
- 15.14.3.9 A Member who has submitted a program application will be notified by May 30 as to the acceptance or rejection of their program application. In the event that the program application is rejected, the committee will attach to the program application the reason(s) for the rejection of the application and suggestions for improvement that would enable the program application to be accepted.
- 15.14.3.10 A Member may make an application for a professional growth increment to the Professional Growth Committee and receive prior approval for a Professional Growth Program twenty-four (24) months prior to the year in which they become eligible for the increment. The Professional Growth Committee will consider activities for the professional growth increment completed by a Member within a twenty-four (24) month period prior to the year in which the Member becomes eligible for the increment.
- 15.14.3.11 Compensation for professional growth under this Section shall commence in the year in which the professional growth program is completed, as stipulated on the Professional Growth Application Form. If requirements for the professional growth increment are completed prior to the year when a Member is eligible, payment will begin on the first pay period of the year the Member becomes eligible for the increment. If requirements for the professional growth program are completed during the year in which a Member is eligible for the increment, the total amount of the increment will be distributed in the

remaining pay periods in equal amounts.

15.14.3.12 Before a Member may be found to be eligible for additional compensation under the Professional Growth Program, they must notify the Committee in writing that the approved program has been completed. The Committee will verify the completion of the program through the appropriate principal/supervisor. Upon such verification, the Committee shall notify the District that the Member is eligible.

15.14.3.12.1 The Assistant Superintendent for Human Resources will notify and will supervise the principals/supervisors in verifying the completion. The verification process will be accomplished within one quarter or ten-week period of time after the Committee has requested the verification to be done.

15.14.3.12.2 In the event that the principal/supervisor denies verification of the Professional Growth Program, they shall give written justification to the Member for the denial. If the Member feels the denial is unfair or without foundation based on the proposed program, the Member may appeal to the Professional Growth Committee.

15.14.3.13 The Member submitting the program application shall be responsible for providing in a timely manner the information necessary to permit the Committee to determine whether the program application satisfies the requirements of the Professional Growth Program and whether the Member has become eligible for additional compensation by completing the approved program.

15.14.3.14 Either party may, by written notice to the other party within thirty (30) days of any such holding, reopen this program for negotiation.

15.15 Preschool Members

15.15.1 The two Members of the Bargaining Unit hired prior to July 1, 1994 will be compensated on Column 1, Steps 1-5 of the regular bargaining unit salary schedule. If either of two Members hired prior to July 1, 1994 transfers to a K-8 position in the district they will be placed on the appropriate step and column commensurate with education and experience, except that at time of transfer they will be given a salary placement compensation that is no less than they were receiving in the preschool position.

15.15.2 A Member hired as a Preschool Teacher will be placed on the Preschool Salary Schedule (Appendix D), and will be granted credit for experience outside the District the same as a new teacher first coming into the district.

15.16 Earned Doctorate Degree (PhD or EdD)

A Member who has an earned doctorate degree (PhD or EdD) will be compensated with an additional seven percent (7%) factor of the base salary.



## **ARTICLE 16 – PERSONNEL FILES**

16.1 A Member shall be permitted to review, upon reasonable notice, their personnel file. Except as otherwise provided herein, such review shall not normally be permitted during the duty hours of the Member.

16.1.1 Reviewable material shall not include ratings, reports or records which (1) were obtained prior to the employment of the member involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional opportunity.

16.1.2 Information of a derogatory nature, except material mentioned in 16.1.1 above, shall not be entered or filed in the personnel file of the Member until such Member is given written notice of such material. Following receipt of such notice, the Member shall have ten (10) calendar days to review and have attached thereon the Member's comments relative to such derogatory material. A reasonable amount of time will be provided for this review to take place.

16.1.2.1 Such review may take place during the Member's regular duty hours without loss of compensation.

16.2 The content of documents placed in or contained in any personnel file shall not be the subject of a grievance pursuant to the procedure contained in this Agreement; however, violation of the procedures outlined in this Article may be the subject of a grievance.

16.3 No material shall be entered into or contained in a Member's personnel file except that written by the immediate administrator, assigned evaluator, or an administrator designated by the Member or the District, except material mentioned in 16.1.1 above.

## ARTICLE 17 - EXPANDED LEARNING

### 17.1 Expanded Learning Teachers

Expanded Learning is high quality teaching and learning that occurs outside the regular school day. The intent is to reinforce and support the regular school day academic, behavioral, and social outcomes of youth. This includes all teaching and learning programs that occur outside the contracted 180-day school day/180-day school year calendar. The selection of expanded learning teachers shall be at the discretion of the District, subject to the procedures below.

17.1.1 Openings for expanded learning positions shall be posted at all work sites where certificated employees of the District are assigned.

17.1.2 Permanent probationary and temporary District employees may voluntarily apply for expanded learning positions before outside candidates are considered. It is noted that SMBSD employees continue to enjoy all rights and adhere to all responsibilities within the contractual bargaining agreement as well as terms and conditions within this article.

17.1.3 The District shall use the following criteria for selection from among Expanded Learning candidates.

- Possession of appropriate credentials.
- Evidence of successful teaching experience as demonstrated by a satisfactory evaluation.
- Evidence of knowledge in the subject area to be taught.
- Recent training in expanded learning including that which is required for any state or federally-funded position(s).

17.2 Expanded Learning

Expanded Learning teachers who are not otherwise regularly employed by the District shall not receive health and welfare benefits pursuant to this Agreement unless otherwise required by state and federal law.

17.3 Pay for Expanded Learning

Compensation for expanded learning shall be based upon the Expanded Learning Salary Schedule, which is attached to the Agreement as Appendix F.

17.3.1 The Expanded Learning Salary Schedule (Appendix F) shall be adjusted each contract year at the same rate as is applicable to the Certificated Salary Schedule (Appendix A).

## ARTICLE 18 – JOB SHARING

- 18.1 Two Members who volunteer to share one full-time assignment shall be considered as a single assignment for the purposes of determining contractual obligations and employment conditions. Job sharers do not attain retirement health benefit rights.
- 18.2 Job sharers shall be volunteers with successful experience at the same level (primary K-3, intermediate 4-6, 7-8). At the 7-8 level, each job-sharing teacher shall present a job share plan that is acceptable to the District. The assignment of job sharing teachers shall be done by the Assistant Superintendent for Human Resources and shall be based on the needs of the school.
- 18.3 The following conditions for job sharing shall apply:
- 18.3.1 Job sharing shall be limited to tenured Members who have indicated in writing to the Assistant Superintendent for Human Resources by February 1 their desire to job share. Job sharing assignments shall be filled by Members who have jointly agreed to work together.
- 18.3.2 Job sharers shall submit a written detailed plan to the Assistant Superintendent for Human Resources stating in detail how the applicants would ensure close cooperation in such matters as planning, teaching, evaluating, communicating with one another and with parents, staff, and administration, and performing adjunct duties.
- 18.3.3 A signed form, prepared by the District, that acknowledges the job sharing Members' responsibilities to attend all scheduled school and District meetings and all parent conferences normally expected of a full-time employee shall be submitted with the written plan. Members teaching in a split year plan shall have these responsibilities required only during the semester they are teaching in a job-sharing

program.

- 18.3.4 Any approved job sharing assignment may be terminated by the District in the event that it is deemed by the District to be instructionally and organizationally unsuccessful. An arrangement may not be terminated prior to the end of a semester.
- 18.4 The percentage of full-time service provided by each job sharer shall be equal to the percentage of full-time salary and benefits received by the job sharer. In no case shall the combined percentage of service provided by the job sharing pair exceed 100%. The Members will pay the additional cost of fringe benefits beyond their proportional share paid by the District. If the job sharer can provide the District with verification of other health coverage, and the District insurance carrier approves withdrawal, the job-sharing employee may opt out of the health plan for the period of their job sharing service.
- 18.5 Job sharing Members shall receive salary step movement at the start of the school year following the accumulation of the equivalent of one year of full-time service.
- 18.6 Job sharing Members shall be entitled to all leave provisions in this Agreement in the same proportion that their assignment bears to a full year's assignment.
- 18.7 Job sharing Members shall be entitled to all rights, protections, and benefits set forth in this Agreement that are afforded all Members.
- 18.8 Job sharing shall be limited to a maximum of fifteen (15) pairs of job sharers. This number may be increased if mutually agreed to by the District and the Association.
- 18.9 Each year, job share participants shall notify, in writing, the Assistant Superintendent for Human Resources by February 1st of their desire to either return to full-time employment or to continue the job-sharing assignment. Renewal of the assignment shall be based upon the recommendation of the site administrator and the Assistant Superintendent for Human

Resources upon review of the proposed plan.

- 18.10 Job sharing plans shall not be established until both the applicants and the District have agreed upon the specific job-sharing plan.
- 18.11 Provision 6.6.4 of this Agreement relating to return to the District from a leave will apply to a job-sharing Member who desires to return to a full-time position.
- 18.12 When a job share ends the Member who was originally at the site where the job share began will retain the position, and the second job sharer will be placed as a voluntary transfer in accordance with Section Article 8 of this Agreement. However, if the second job sharer has been at the site for five or more years the job sharer will have on-site voluntary rights to available openings for which they are credentialed.
- 18.13 When a job share ends where both members were originally at that site, and there is no vacancy at that site for which the Member with the least amount of District seniority is credentialed, they will be placed as a voluntary transfer.
- 18.14 In the event a job share must be terminated during the school year, the remaining job sharer must fill the position full-time, but only to the extent of the remaining job sharer's approved work year (i.e., not to exceed 100%).

## ARTICLE 19 – DISCIPLINE PROCEDURES

- 19.1 SMBSD has the right and responsibility to take disciplinary action where there are instances of unprofessional conduct, or refusal to obey the school laws of the State or reasonable regulations prescribed for the government of public schools by the State Board of Education, the California Commission on Teacher Credentialing, or by the Governing Board of the Santa Maria-Bonita School District, or by reasonable school-level administrative rules, or by the requirements of the Collective Bargaining Agreement.
- 19.2 An employee shall not be disciplined without just cause. The term "just cause" incorporates the concept of progressive discipline. The term "discipline" is inclusive, but not limited to, written reprimand, suspension without pay, and dismissal. The term "discipline" specifically does not include negative or adverse evaluations, warnings, directives and the implementation of other articles in this Agreement such as the denial of any leave.
- 19.3 In exercising this responsibility, SMBSD agrees to progressively discipline, except where the severity of the offense requires otherwise, as noted in 19.1.
- 19.4 In all instances, the discipline applied must relate to the severity of the offense, be for just cause, and may include the following due process procedure, as applicable. Prior to any meeting that may result in discipline, the administrator shall inform the Bargaining Unit Member of their right to representation under the law. SMEEA recognizes its duty of fair representation to unit members which may include, at the complete discretion of SMEEA, advice and counsel concerning the potential disciplinary action.

Progressive discipline may include the following:

**Verbal Warning:** A verbal warning from site, department and/or District Administrators at a meeting where a SMEEA representative may attend, should the unit member so request. The site, department or District administrator may have a witness to document the warning. A written

Memorandum summarizing the meeting and the verbal warning will be shared with the unit member and the SMEEA representative. Site or department will maintain written memorandum in a confidential file for no longer than one calendar year from the date of the incident. A unit member may attach a rebuttal to the conference summary, which shall then be attached and kept at the site.

**Written Warning:** A Written Warning shall not be placed in the unit member's official personnel file. Written warnings shall be signed and dated by the unit member receiving them, preserved in a confidential file for no longer than two calendar years from the date of the incident, and attached to any subsequent discipline of the unit member for inclusion in the unit member's personnel file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written warning and have both the warning and the rebuttal placed in the confidential file should the unit member elect.

**Written Reprimand:** A written reprimand may be issued for a severe or repeated infraction or violation. In that event, the unit member may respond in writing and have that writing attached to the reprimand and placed in their personnel file.



## **ARTICLE 20 - YEAR-ROUND SCHOOL IMPLEMENTATION**

On December 12, 2019, Article 20 was removed in its entirety via TA.

## **ARTICLE 21 – DISTRICT RIGHTS**

21.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; final determination on curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to temporarily amend, modify or rescind provisions and practices referred to herein in cases in emergency. As soon as possible, but not later than five (5) days following the declaration of an emergency, the District will meet with the Association to review any action taken as a result of an emergency and come to an agreement on the duration of the action.

In the event agreement cannot be reached within five (5) days following the first meeting, the Association shall have the right to seek injunctive relief. Emergency as used in this section shall be defined as fire, flood, earthquake or other emergency. The term other emergency means when any repairs, alterations, work or improvements are necessary to permit the continuance of existing

school classes, or to avoid danger to life or property. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

21.2 The parties agree that it shall be a District right to meet with the Association in a Labor Management Council ("LMC") on a monthly basis. The LMC will conduct its meetings using an interest-based problem solving approach. Each party shall select a maximum of five members for its side to be members of the LMC. The purposes and rules of the LMC shall be as outlined in Article 3.6. The District's agreement to meet with the Association in the LMC shall not diminish the District's management rights under this Agreement or alter the existing statutory scope of SMEEA's right to consult with the District. The parties further agree that the LMC is not intended to replace existing committees that provide a forum for SMEEA to consult with the District.

## **ARTICLE 22 – COMPLETION OF MEET AND NEGOTIATION**

### 22.1 Completion of Meet and Negotiation

22.1.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

22.1.2 During the period from the ratification of this Agreement until June 30, 2023, except as set forth in Article 1 of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as provided for elsewhere in this Agreement.

22.1.3 If there are items of mutual concern, the District and the Association may, by mutual consent, meet and negotiate with the intent to modify existing articles, add additional articles to, or delete articles from this Agreement.

## **ARTICLE 23– SAVINGS**

23.1 If any provision of this Agreement or any application thereof to any Member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed valid, to the extent required by such court decision, but all other provisions or application shall continue in full force and effect.

## **ARTICLE 24 – RECONFIGURATION**

24.1 Should a decision be made to reconfigure the schools from the current K-6/7-8 configuration, the District and Association will immediately meet to negotiate the ramifications of this reconfiguration.

## **ARTICLE 25 – PRESCHOOL**

25.0 Title 22 licensing requirements and Title 5 regulations determine programmatic requirements for Preschool staffing (teachers and assistants) and class size, supervision, and training.

25.0.1 As a point of reference below, all articles in the Agreement are cross-referenced according to the numbering included in this article (i.e. Preschool Article 25.1 refers to Article 1, 25.2 refers to Article 2, etc.)

25.1 Article 1 of the Agreement applies to Preschool Teachers.

25.2 Article 2 of the Agreement applies to Preschool Teachers.

25.3 Article 3 of the Agreement applies to Preschool Teachers.

25.4 Article 4 of the Agreement applies to Preschool Teachers.

25.5 Article 5 of the Agreement generally applies to Preschool Teachers, except as set forth below.

25.5.1 Preschool Teachers shall have work years, work days, and pupil contact days as required by federal and state laws governing the State Preschool program.

25.6 Article 6 of the Agreement applies to Preschool Teachers.

25.7 Article 7 of the Agreement applies to Preschool Teachers.

25.8 Article 8 of the Agreement does not apply to Preschool Teachers.

25.8.1 Requests for a different placement within the District Preschools shall be considered based on the needs and/or requirements of the Preschool program (district-wide) and not equated to “site rights”.

25.8.2 Placement requests by Preschool Teachers shall be considered based on the needs of the District, required licenses, certification, recent training, related experiences

and District seniority. Seniority will be the deciding factor if all else is equal.

### 25.8.3 Preschool to K-8 Vacancies

25.8.3.1 A current Preschool Teacher with a required teaching credential may apply for movement from a preschool to a K-8 position and must submit a new certificated application to be considered during the recruitment process just as a new outside candidate.

25.8.3.2 Preschool seniority does not apply to a new K-8 placement. (Reference, Article 25.15.2)

25.8.3.3 Preschool Teachers are not eligible to attend the Transfer Fair to seek K-8 positions.

25.8.3.4 Preschool Teachers with the appropriate credential, who apply for a TK-8 position open to external applicants shall be granted an initial interview.

25.9 Article 9 of the Agreement applies to Preschool Teachers.

25.10 Article 10 of the Agreement does not apply to Preschool Teachers.

25.11 Article 11 of the Agreement applies to Preschool Teachers.

25.12 Article 12 of the Agreement applies to Preschool Teachers.

25.13 Article 13 of the Agreement does not apply to Preschool Teachers.

25.14 Article 14 of the Agreement applies to Preschool Teachers.

25.15 Article 15 of the Agreement applies in part to Preschool Teachers as set forth below:

#### Salaries:

25.15.1 A Member hired as a Preschool Teacher will be placed on the Preschool Salary Schedule (Appendix D), and will be granted credit for like experience outside the



District.

25.15.2 A Preschool Teacher who is hired for a K-8 position shall have a new seniority date, determined by the date of their hiring in a K-8 position.

25.15.3 Preschool Teachers are eligible to participate in the Staff Development Program, as outlined in Article 15.14.2.

25.15.4 Preschool Teachers are eligible to participate in the Professional Growth Program, as outlined in Article 15.14.3

25.16 Article 16 of the Agreement applies to Preschool Teachers.

25.17 Article 17 of the Agreement applies in part to Preschool Teachers, as set forth below.

25.17.1 Article 17.1.1 does not apply to Preschool Teachers who apply for expanded learning positions. An application of a Preschool Teacher for an expanded learning position shall be treated the same as an application from a candidate who is not currently employed by the District. The selection of a Preschool Teacher to fill an expanded learning position shall be at the discretion of the District.

25.17.2 Article 17.2 applies to Preschool Teachers.

25.17.3 Article 17.3 applies to Preschool Teachers.

25.17.4 Article 17.4 applies to Preschool Teachers.

25.18 Article 18 of the Agreement applies in part to Preschool Teachers, as set forth below  
Job Sharing Job sharing for Preschool Teachers may be considered by the Program Director and site Principal based on the needs of the Preschool program.

25.19 Article 19 of the Agreement applies to Preschool Teachers.

25.20 Article 20 of the Agreement applies to Preschool Teachers.

25.21 Article 21 of the Agreement applies to Preschool Teachers.

25.22 Article 22 of the Agreement applies to Preschool Teachers.

25.23 Article 23 of the Agreement applies to Preschool Teachers.

25.24 Article 24 of the Agreement applies to Preschool Teachers.

## ARTICLE 26 – TEACHER TUTORS

26.0 This Article is intended to identify those areas of the Collective Bargaining Agreement that apply, do not apply, or are modified to apply to certificated unit members identified as Teacher Tutors.

26.0.1 As a point of reference below, all articles in the Agreement are cross-referenced according to the numbering included in this article (i.e. Teacher Tutors Article 26.1 refers to Article 1, 26.2 refers to Article 2, etc.).

26.1 Article 1 of the Agreement applies to Teacher Tutors.

26.2 Article 2 of the Agreement applies to Teacher Tutors.

26.3 Article 3 of the Agreement applies to Teacher Tutors.

26.4 Article 4 of the Agreement applies to Teacher Tutors.

26.5 Article 5 of the Agreement generally applies to Teacher Tutors, except as set forth below.

26.5.1 Teacher Tutors work hours shall be three (3.00) consecutive hours per day. The scheduled hours of work shall be determined by the site administrator based on the needs of the students and the school site, and may be outside of the normal work day.

26.5.2 Teacher Tutors shall work 165 days with students and be eligible for up to an additional six (6) hours of professional development.

26.5.3 Teacher Tutors shall be granted no less than 20 consecutive minutes of preparation time per working day, at the beginning or end of their contracted time.

26.5.4 Teacher Tutors shall be granted a five (5) minute duty-free break.

26.5.5 Teacher Tutors shall perform work as described in and reasonably related to the classification description, including being used as a substitute teacher if and when necessary. This section shall not bar a Teacher Tutor from agreeing to work as a substitute outside of their regularly assigned hours. Teacher Tutors who work as a substitute shall be compensated at their regular Teacher Tutor rate for those hours.

26.6 Article 6 of the Agreement applies to Teacher Tutors.

26.6.1 Teacher Tutors shall be entitled to all leave provisions in this Agreement in the same proportion that their assignment bears to a full year's assignment. Leave entitlements expressed in "days" in the Agreement shall be proportionately adjusted to "hours" for Teacher Tutors.

26.7 Article 7 of the Agreement applies to Teacher Tutors.

26.8 Article 8 of the Agreement shall not grant Teacher Tutors the right to transfer into full-time positions but shall apply to Teacher Tutors within their job classification as Teacher Tutors. Teacher Tutors who are denied a transfer or selected for an involuntary transfer or reassignment may request an informal meeting with the Assistant Superintendent for Human Resources. Teacher Tutors shall have interview rights as stated below.

26.8.1 During certificated hiring, the District shall interview Teacher Tutors interested in seeking a full-time certificated teaching position who have submitted an application through Frontline/EdJoin or any recruitment platform; said interview shall be given priority consideration (prior to interviewing any external candidates) whenever, during the entire school year, a full-time teaching vacancy occurs and is to be filled.

26.9 Article 9 of the Agreement applies to Teacher Tutors.

26.10 Article 10 of the Agreement applies to Teacher Tutors.

26.11 Article 11 of the Agreement applies to Teacher Tutors.

26.12 Article 12 of the Agreement applies to as written. Teacher Tutors must meet the eligibility requirements stated therein.

26.13 Article 13 of the Agreement shall not apply to Teacher Tutors except as noted below:

26.13.1 When students are sent to the Teacher Tutor for pull-out support, the Teacher Tutor shall not be required to work with more than seven (7) groups of no more than eight (8) students per group in a regular work day.

26.14 Article 14 of the Agreement does not apply to Teacher Tutors.

26.15 Article 15 of the Agreement applies in part to Teacher Tutors as set forth below:

#### Salaries

26.15.1 The Teacher Tutor Salary Schedule is found in this agreement as Appendix E.

26.15.2 Returning Teacher Tutors, who served at least 75% of the prior Teacher Tutor school year, shall receive salary step movement at the start of the new school year.

26.15.3 A Member hired as a Teacher Tutor shall receive no more than five years of credit for teaching experience outside the district upon verification by the District.

26.15.4 A Teacher Tutor's first date of certificated employment shall be determined according to Education Code 44845 et seq.

26.16 Article 16 of the Agreement applies to Teacher Tutors.

26.17 Article 17 of the Agreement applies to Teacher Tutors.

26.18 Article 18 of the Agreement does not apply to Teacher Tutors.

26.19 Article 19 of the Agreement applies to Teacher Tutors.

26.20 Article 20 of the Agreement applies to Teacher Tutors.

26.21 Article 21 of the Agreement applies to Teacher Tutors.

26.22 Article 22 of the Agreement applies to Teacher Tutors.

26.23 Article 23 of the Agreement applies to Teacher Tutors.

26.24 Article 24 of the Agreement applies to Teacher Tutors.

26.25 Article 25 of the Agreement does not apply to Teacher Tutors.

Should the numbering of Articles in the Agreement change as a result of the currently ongoing negotiations for a successor agreement, the Article numbers herein shall be adjusted accordingly. Moreover, if substantive changes are made to any Articles as a result of successor negotiations, the parties agree to consider whether those changes apply to Teacher Tutors and shall amend Article 26 accordingly.

## APPENDIX A - TEACHER SALARY SCHEDULE

### SANTA MARIA-BONITA SCHOOL DISTRICT 2023-2024 TEACHER SALARY SCHEDULE

STEP Years	RANGE						
	1	2	3	4	5	6	
1 (A)	\$63,591	\$63,592	\$64,057	\$67,991	\$71,924	\$75,856	
2 (B)	\$63,592	\$63,592	\$67,373	\$71,304	\$75,241	\$79,171	
3 (C)	\$63,592	\$66,754	\$70,688	\$74,622	\$78,553	\$82,488	
4 (D)	\$66,136	\$70,068	\$74,003	\$77,936	\$81,871	\$85,802	
5 (E)	\$69,452	\$73,383	\$77,319	\$81,254	\$85,186	\$89,118	
6 (F)	\$72,766	\$76,701	\$80,634	\$84,567	\$88,502	\$92,433	
7 (G)	\$76,083	\$80,014	\$83,950	\$87,882	\$91,815	\$95,747	
8 (H)	\$79,397	\$83,331	\$87,263	\$91,198	\$95,131	\$99,063	
9 (I)	\$82,712	\$86,645	\$90,580	\$94,513	\$98,446	\$102,379	
10 (J)	\$86,028	\$89,965	\$93,894	\$97,826	\$101,762	\$105,694	
11 (K)	\$89,342	\$93,275	\$97,211	\$101,145	\$105,076	\$109,011	
12 (L)	\$92,659	\$96,592	\$100,526	\$104,458	\$108,392	\$112,382	
15 (A)	COLUMNS 1-4			**Professional Growth Program		\$111,619	\$115,727
18 (B)	Basic Program		or	15-19 Years	\$1,500.00	\$115,509	\$119,758
21 (C)	20-24 Years		\$500.00	20-24 Years	\$2,000.00	\$118,949	\$123,328
24 (D)	25 Years		\$1,000.00	25 Years	\$2,500.00	\$122,497	\$127,002

#### SALARY CLASSIFICATIONS

1	Bachelor's Degree	
2	Bachelor's Degree + 15 approved semester units	
3	Bachelor's Degree + 30 approved semester units	
4	Bachelor's Degree + 45 approved semester units or Master's Degree	
5	Bachelor's Degree + 60 approved semester units or Master's Degree + 15 approved semester units or Bachelor's Degree + 45 approved semester units including Master's Degree	
6	Bachelor's Degree + 60 approved semester units including Master's Degree or Master's Degree + 30 approved semester units	

#### If uncredentialed:

STEP (Years)	RANGE	
	1	2
(1)	\$56,191	\$60,124
(2)	\$59,505	\$63,438
(3)	\$62,821	

#### EARNED Ph.D. or Ed.D

Base x .07                      \$4,451.37

#### STAFF DEVELOPMENT CERTIFICATE PROGRAM\*

1-14 Years                      \$250.00

\* Members of the Bargaining Unit who are not eligible under either the Basic Program or the Professional Growth Program may participate in the Staff Development Certificate Program.

\*\* Upon completing the requirements of the Professional Growth Program, teachers shall receive amounts indicated.

Effective: 07/01/23

Approved: 9/13/2023

**APPENDIX B - PSYCHOLOGIST SALARY SCHEDULE**

**Santa Maria-Bonita School District  
2023-2024 Psychologist Salary Schedule**

STEP (Years)	RANGE		
	01	02	03
1(A)	\$98,495	\$103,083	\$107,678
2(B)	\$102,367	\$106,951	\$111,521
3(C)	\$106,238	\$110,810	\$115,393
4(D)	\$110,089	\$114,666	\$119,239
5(E)	\$113,958	\$118,533	\$123,119
6(F)	\$117,802	\$122,411	\$126,962
7(G)	\$121,642	\$126,251	\$131,028
15(H)	COLUMNS 1 & 2		\$134,922
18(I)	Basic Program or		\$138,925
21(J)	20-24 Years \$500	**Prof. Growth 15-19 yrs \$1,500 20-24 yrs \$2,000	\$143,052
24(K)	25 Years \$1000	25 yrs \$2,500	\$147,299

**SALARY:** To be placed on salary schedule requires a Master's Degree

- 1 Master's Degree + 15 approved semester units or
- 2 Bachelor's Degree + 45 approved semester units including Master's Degree  
Master's Degree + 30 approved semester units or
- 3 Bachelor's Degree + 60 approved semester units including Master's Degree

11 Month position = 195 days

One (1) year of Psychology Internship experience may be credited toward salary schedule placement.

EARNED Ph.D. OR Ed.D.

Base x .07 = 6,894.65

STAFF DEVELOPMENT CERTIFICATE PROGRAM\*

1-14 Years \$250

\* Members of the Bargaining Unit who are not eligible under either the Basic Program or the Professional Growth Program may participate in the Staff Development Certificate Program.

\*\* Upon completing the requirements of the Professional Growth Program, Members shall receive amounts indicated.

Effective: 07/01/2023

Approved 9/13/2023



**APPENDIX C - SPEECH AND LANGUAGE PATHOLOGIST SALARY SCHEDULE**

**SANTA MARIA-BONITA SCHOOL DISTRICT  
2023-2024 SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE**

STEP Years	RANGE		
	1	2	3
1 (A)	\$83,682	\$88,522	\$93,362
2 (B)	\$87,759	\$92,604	\$97,441
3 (C)	\$91,841	\$96,682	\$101,523
4 (D)	\$95,922	\$100,764	\$105,603
5 (E)	\$100,004	\$104,846	\$109,684
6 (F)	\$104,082	\$108,925	\$113,764
7 (G)	\$108,162	\$113,002	\$117,843
8 (H)	\$112,244	\$117,084	\$121,924
9 (I)	\$116,323	\$121,164	\$126,006
10 (J)	\$120,402	\$125,246	\$130,085
11 (K)	\$124,485	\$129,324	\$134,166
12 (L)	\$128,565	\$133,405	\$138,315
15 (A)		\$137,376	\$142,432
18 (B)		\$142,165	\$147,395
21 (C)		\$146,398	\$151,788
24 (D)		\$150,764	\$156,310
<b>COLUMNS 1</b>		<b>**Professional Growth Program</b>	
Basic Program	or	15-19 Years	\$1,500.00
20-24 Years	\$500.00	20-24 Years	\$2,000.00
25 Years	\$1,000.00	25 Years	\$2,500.00

**SALARY CLASSIFICATIONS**

- Bachelor's Degree + 45 approved semester units or Master's Degree
- Bachelor's Degree + 60 approved semester units or Master's Degree + 15 approved semester units or Bachelor's Degree + 45 approved semester units including Master's Degree
- Bachelor's Degree + 60 approved semester units including Master's Degree or Master's Degree + 30 approved semester units

**EARNED Ph.D. or Ed.D**

Base x .07 \$5,857.74

**STAFF DEVELOPMENT CERTIFICATE PROGRAM\***

1-14 Years \$250.00

\* Members of the Bargaining Unit who are not eligible under either the Basic Program or the Professional Growth Program may participate in the Staff Development Certificate Program.

\*\* Upon completing the requirements of the Professional Growth Program, teachers shall receive amounts indicated.

Effective: 7/1/2023

Approved: 9/13/2023



APPENDIX E - PRESCHOOL SALARY SCHEDULE

**Santa Maria-Bonita School District  
2023-2024 Preschool Salary Schedule**

<b>STEP</b>	<b>RANGE</b>
<b>(Years)</b>	<b>1</b>
<b>A</b>	<b>\$44,953</b>
<b>B</b>	<b>\$47,606</b>
<b>C</b>	<b>\$50,258</b>
<b>D</b>	<b>\$52,910</b>
<b>E</b>	<b>\$55,559</b>

Effective: 07/01/23  
Approved: 09/13/2023

APPENDIX F - TEACHER TUTOR SALARY SCHEDULE

**Santa Maria-Bonita School District  
2023-2024 Teacher Tutor Salary Schedule**

<b>STEP</b>	<b>RANGE</b>
<b>(Years)</b>	<b>1</b>
<b>A</b>	<b>\$20,947</b>
<b>B</b>	<b>\$21,997</b>
<b>C</b>	<b>\$23,095</b>
<b>D</b>	<b>\$24,251</b>
<b>E</b>	<b>\$25,463</b>
<b>F</b>	<b>\$26,736</b>
<b>G</b>	<b>\$28,072</b>

Effective:

7/1/2023

Approved:

9/13/2023

APPENDIX G - EXPANDED LEARNING SALARY SCHEDULE

**SANTA MARIA-BONITA SCHOOL DISTRICT**  
**2023-2024 Expanded Learning Pay Schedule**

**Expanded Learning Hourly Rate Schedule**

<b>Years of Experience</b>	<b>RANGE 1, 2, 3</b>	<b>RANGE 4, 5, 6</b>
<b>1 to 5</b>	<b>\$45.00 / hour</b>	<b>\$53.00 / hour</b>
<b>6 to 25+</b>	<b>\$53.00 / hour</b>	<b>\$63.00 / hour</b>

***Expanded learning opportunities:*** Migrant Education program classes, Summer School, After School including ASES and Saturday School.

Expanded Learning programs are data-driven, structured learning environments that improve academic achievement by providing enrichment opportunities that complement the regular school day academic Program and standards-aligned subjected matter content, as evidenced by outcome measures.

Effective: 7/1/2023

Board Approval: 9/13/2023

**APPENDIX G - EXPANDED LEARNING SALARY SCHEDULE**

**SANTA MARIA-BONITA SCHOOL DISTRICT  
2023-2024 Extended School Year Special Education Pay Schedule**

**Extended School Year Special Ed. Hourly Rate Schedule**

<b>Years of Experience</b>	<b>RANGE 1, 2, 3</b>	<b>RANGE 4, 5, 6</b>
<b>1 to 5</b>	<b>\$49.25 / hour</b>	<b>\$60.89 / hour</b>
<b>6 to 25+</b>	<b>\$60.89 / hour</b>	<b>\$73.34 / hour</b>

All Extended school year Special Education classes will be paid at the above pay schedule

Effective: 7/1/2023

Board Approval: 9/13/2023

**APPENDIX G - EXPANDED LEARNING SALARY SCHEDULE**

**SANTA MARIA-BONITA SCHOOL DISTRICT  
2023-2024 Certificated Hourly Rate Schedule**

**Hourly Rate Schedule**

<b>Years of Experience</b>	<b>RANGE 1, 2, 3</b>	<b>RANGE 4, 5, 6</b>
<b>1 to 25+</b>	<b>Hourly: \$42.00</b>	<b>Hourly: \$44.00</b>

The hourly and daily rate shall be adjusted each contract year at the same rate as is applicable to the Certificated Salary Schedule.

**Certificated Rates**

Certificated Hourly Rate: \$42.00/hour – Range 1, 2 & 3  
\$44.00/hour – Range 4, 5 & 6

Certificated Daily Rate: \$273.00/day (6.5 hrs x \$42.00 - Range 1, 2 & 3)  
\$286.00/day (6.5 hrs x \$44.00 - Range 4, 5 & 6)

Effective: 7/1/2023  
Board Approval: 9/13/2023

## **APPENDIX H - MILEAGE**

Members who are required to provide their own transportation from one station to another shall be reimbursed at the standard IRS rate for business usage of an automobile. (For reference only: The IRS rate is \$0.655 per mile for 2023.)



**APPENDIX I - CERTIFICATED FRINGE BENEFITS  
SANTA MARIA-BONITA SCHOOL DISTRICT**

**2023-2026**

**HEALTH INSURANCE:**

Provided for employee and spouse as eligible (primary/secondary) and dependent children. Employee cost of \$469.37 – 10 months per year.

**SISC III/Anthem 90/70 Prudent Buyer Plan**

\$750 maximum deductible per family with an individual maximum deductible of \$250 per person. \$20 co-pay for office visits and \$200 co-pay for emergency room visits. Prudent Buyer Member paid at 90% of contract, non-member paid at 70%, prescription \$7 generics \$25 brand name. Generics are free through Costco mail order and pharmacy.

[www.anthem.com/ca/](http://www.anthem.com/ca/)

**CRITICAL ILLNESS  
INSURANCE PLAN**

Coverage is provided to the employee and their dependent children. Dependent children are covered up to 50 percent of the face amount.

[www.aflacgroupinsurance.com/customer-service/](http://www.aflacgroupinsurance.com/customer-service/)

[Customer Service | Aflac Group](#)

**DENTAL**

**Guardian**

District-paid for employees only. \$2,000 maximum benefits per calendar year. The option to add dependents at employee expense is available at \$50.53 per month for one dependent and \$87.94 per month for two or more dependents. 90% coverage with in-network providers and 80% with out-of-network providers. Ortho coverage with a \$2,000 lifetime max per family member **in-network coverage only.** [www.guardiananytime.com](http://www.guardiananytime.com)

**VISION**

**Vision Service Plan**

District-paid for employees only. Coverage includes an examination, lenses once every calendar year, and frames every 2 years. 2-party \$9.88 per month family \$21.92

[www.vsp.com](http://www.vsp.com)

**LIFE INSURANCE**

**Standard Life**

Decreasing term life insurance policy provided for employee at District expenses as well as accidental death and dismemberment benefits. Spouse and dependent children are also covered in the amount of \$1,500. If you are interested in purchasing additional life insurance, please request information from the benefits clerk.

**DISABILITY**

**Guardian LTD**

District-paid income protection for employees. (Long-Term Disability Policy) 50% annual salary.

**OPEN ENROLLMENT** is held each year in **August**. All employees may add/drop dependents of their Health and Dental coverage or add additional AD&D coverage during the open enrollment period, with all changes taking effect on October 1.

All employees having family events (i.e., marriage, new babies, or divorce) must notify the Employee Benefits Clerk to make the required changes to their health insurance within 30 days, or the carriers may refuse coverage.

This is only a brief summary of the district-sponsored fringe benefits. For more detailed information, please refer to your benefits certificate or call the Employee Benefits Clerk at 805-361-8124.