Encinitas
UNION SCHOOL DISTRICT

Agreement

Between the

Teachers of Encinitas

and the

Board of Trustees

of the

Encinitas Union School District

July 1, 2019 to June 30, 2022

Table of Contents

PREAMBLE 1

ARTICLE 1
DEFINITION OF TERMS 2

ARTICLE 2
RECOGNITION AND NEGOTIATION PROCEDURES 4
Recognition 4
Negotiations Procedures 5

ARTICLE 3
PAYROLL DEDUCTIONS 6
Dues Deduction Authorization 6
Payment of Monies 6
Deductions for Other Purposes 6

ARTICLE 4
ASSOCIATION RIGHTS 7

ARTICLE 5
WAGES 9
Salary Schedule 9
Salary Schedule Conditions 10
National Board Certification for Professional Teaching Standards 12

ARTICLE 6
HOURS OF EMPLOYMENT 13
Teacher Work Year 13
Teacher Work Day 13

ARTICLE 7
HEALTH AND WELFARE BENEFITS 15
Early Retirement Incentive 15

ARTICLE 8
LEAVES 16
Sick Leaves 16
Industrial Accident and Illness Leave 17
Bereavement Leave 18
Personal Necessity Leave 18
Parental Leave/Child Bonding 19
Long-Term Uncompensated Leaves 21
Care Giver Catastrophic Illness Leave Bank 22
Jury Duty and Judicial Appearances 24
Personal Leave 24
Legislative Leave 24
Long Term Health Leave 24

In-service Leave 25
Association President's Leave 25

ARTICLE 9
TRANSFERS AND REASSIGNMENTS 26
Definition 26
Voluntary Transfer 26
Involuntary Transfers 27
Posting Requirements 28
Reassignment 28

ARTICLE 10
SAFETY CONDITIONS OF EMPLOYMENT 29

ARTICLE 11
CLASS SIZE 30

ARTICLE 12
EVALUATION 32
Evaluation Procedures 32
Alternative Evaluation 35
Maintenance of Data Related to Evaluation 37
Personal Freedom and the Freedom to Teach Related to Evaluation 37
Procedures for Processing Citizen Complaints Relative to Evaluation Procedures .. 38

ARTICLE 13
GRIEVANCE PROCEDURES 39
Definitions 39
Purpose 39
Procedure for Review of Grievance 39
Level I School Principal (Immediate Supervisor) 39
Level II Superintendent or Designee 40
Level III Advisory Arbitration 40
Level IV - Governing Board 41
General Procedures 42

ARTICLE 14
EFFECT OF AGREEMENT 44

ARTICLE 15
NO STRIKE, NO LOCKOUT 45

ARTICLE 16
PART-TIME EMPLOYMENT WITH
FULL RETIREMENT CREDIT 46

ARTICLE 17
EARLY RETIREMENT CONSULTANT PLAN 47

ARTICLE 18
MASTER TEACHERS 48

ARTICLE 19
SUMMER SCHOOL/INTERSESSION 49

ARTICLE 20
JOB SHARES 50
Access to Job Shares 50
Teacher-Initiated Job Share Dissolution 51

ARTICLE 21
MENTOR TEACHER PROGRAM 52

ARTICLE 22
SIXTH GRADE CAMP 53

ARTICLE 23
COMPENSATION FOR DISTRICT APPROVED EXTRA
CURRICULAR ACTIVITIES 55

ARTICLE 24
MODIFIED DAYS 56

ARTICLE 25
ACADEMIC FREEDOM 57

ARTICLE 26
TERM OF AGREEMENT 58

APPENDIX A-1: 2020-21 Salary Schedule 59

APPENDIX A-2: Salary Index 60

PREAMBLE

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Trustees of the Encinitas Union School District and the Teachers of Encinitas/CTA/NEA.

This agreement is entered into pursuant to Section 3540 et. seq. of the California Government code.

ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions

1.1.1 "A regular, full-time employee" is defined as one who is assigned under contract for 90 duty days or more to work the entire duty day for all of the duty days as provided in this Agreement.

1.1.2 "A regular, part-time employee" is defined as one who is assigned under contract for 90 duty days or more to work less than the regular full-time employee as defined in this Agreement.

1.1.3 "Association" is the Teachers of Encinitas (TOE), an authorized chapter of the California Teachers' Association (CTA) affiliated with the National Education Association (NEA).

1.1.4 "Bilingual Classroom" is a classroom with a cluster of at least six (6) ELL students.

1.1.5 "Bilingual Teacher" is a teacher who has a CLAD, BCLAD, BCC, or LDS credential and who is responsible for providing primary instruction in native language, SDAIE, or ELD to an assigned cluster of at least six (6) ELL students for 51% or more of the instructional day.

1.1.5.1 "Bilingual Specialist" is a certificated bilingual employee with a BCC, LDS, BCLAD, or CLAD who is responsible for providing services and instruction in native language, SDAIE or ELD to at least six (6) ELL students for a weekly average of at least 51% or more of instructional or support services time. The Bilingual Specialist may be a resource specialist, a speech/language therapist, an ELD specialist, or a reading specialist.

1.1.6 "Board" as used herein is the Board of Trustees of the Encinitas Union School District.

1.1.7 "Daily Rate of Pay" means the unit member's regular contracted salary divided by the number of duty days.

1.1.8 "Days" are calendar days.

1.1.9 "District" means the Encinitas Union School District.

1.1.10 "Duty Days" are days on which members of the unit are required to report to work.

1.1.11 "Exclusive Representative" refers to the Teachers of Encinitas/CTA/NEA.

1.1.12 "Their" is a generic, not a sexual adjective for the purposes of this Agreement.

1.1.13 "In Lieu Time" is considered flex time or equivalent time and shall count as a day for a day or comparable amount of time.

1.1.14 "Instructional Day" means the amount of time each school day during which students are required to be in attendance.

1.1.15 "Meeting and Negotiating" refers to meeting, conferring, negotiating, and discussing by the Association and the Board in a good faith effort to reach agreement on matters within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which documents shall, when accepted by the exclusive representative and the Board, become binding upon both parties.

1.1.16 "Members of the Unit" refers to an employee of the District covered by this Agreement. Regular, probationary, temporary or permanent, part-time or full-time classroom teachers including speech therapists, resource teachers, nurses, reading specialists, psychologists, special education and all other regular full-time or part-time certificated employees who are paid on the teachers' salary schedule are considered to be members of the unit. In disputed cases of unit membership, the Public Employment Relations Board shall determine whether a person is a member of the unit.

1.1.17 "Negotiable Items" are limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by the Government Code Section 53200; leaves, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for the processing of grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8 of the Act.

1.1.18 "Off Track" is a non-duty day and/or work outside the 7 1/2 hour day (6.2).

1.1.19 "Professional Responsibility" is recognized as the teacher's need to meet with parents to provide information pertinent to a student's progress. The responsibility is seen as pertaining to individual teacher-pupil-parent situations outside the regularly scheduled parent-teacher conferences which cannot be accomplished in the assigned work day.

1.1.20 "School Days" are days in which students are required to be in attendance.

1.1.21 "School Year" or Fiscal Year" refers to the yearly period from July 1, to June 30.

1.1.22 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California, known as the Rodda Act.

ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

2.1.1 For those employees included in the unit as set forth in Section 1.1.3. The Board hereby recognizes the Association as the Exclusive Representative of the members of the unit.

2.1.2 No other group or organization or representative thereof shall be permitted to engage in behalf of any employee included in the unit in any meeting and negotiating with the District over wages, hours, health and welfare benefits as defined in Government Code Section 53200, leaves, transfers and reassignment policies, safety condition of employment, class size, procedures to be used for the evaluation of employees, organization security pursuant to Government Code Section 3456, and procedures for processing grievances pursuant to Government Code Sections 3548.5, 3548.6, 3548.7 and 3548.8.

2.1.3 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Association agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator.

2.1.4 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California and the Constitution of the United States, including but without limiting the generality of the foregoing rights:

A. To determine and administer policy;

B. Subject to the provisions of law, to hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees;

C. To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;

D. To determine the curriculum;

E. To build, move or modify the facilities;

F. To develop and administer the budget;

G. To determine the methods of raising revenue;

H. To contract out work;

I. To take action on any matter in the event of an emergency;

J. To delegate to the Superintendent and other legally appointed officers, the operation of the school system, its properties and facilities including, but not limited to, innovative uses of District facilities and experimental and pilot investigation of new educational programs.

2.1.5 The exercise of the foregoing rights, powers, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and the provisions of state and federal law.

2.2 Negotiations Procedures

2.2.1 No later than April 1 of the year in which this Agreement expires, the Association shall present to the Board during a public session, in writing, all new proposals that are to be negotiated for the successor agreement.

2.2.2 Tentative Agreement
During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

2.2.3 Final Approval
When the Association and the Board reach tentative agreement on all matters being negotiated, the complete written agreement shall be submitted to and ratified by the membership of the Association and the Board prior to implementation.

2.2.4 Either the Board or the Association may utilize the services of outside consultants to assist in negotiations.

2.2.5 Negotiations shall take place at mutually agreeable times and places.

2.2.6 A reasonable number of representatives of the Association shall receive reasonable periods of release time for purposes of meeting and negotiating.

2.2.7 Upon request, the Board shall furnish the Association with a copy of all public budget documents and other non-privileged federal, state, and county reports which contain information relating to the terms and conditions of this Agreement.

ARTICLE 3

PAYROLL DEDUCTIONS

3.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

3.2 Dues Deduction Authorization

Any member of the unit may sign and deliver to the District an assignment authorizing deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between July 1, and September 15, of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary warrant of the member of the unit 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 school year.

3.3 Payment of Monies

With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of names of members of the unit for whom such deductions have been made.

3.4 Deductions for Other Purposes

Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any unit member and make appropriate remittance for annuities, credit union(s), charitable donations, or any other plans or programs for which such deductions are permitted by law.

3.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 4

ASSOCIATION RIGHTS

4.1 The Association shall have the right to use school buildings and facilities without rental charge subject to conditions governing Civic Center usage. The Association shall have the right to use school housed equipment to include audiovisual, duplicating machines and all other types of equipment normally available for teacher use. The Association shall supply paper and other materials necessary for the operation of such machines. The Association shall be liable for any damages or repair caused solely by Association use of such machines and for expenses incurred in their use.

4.2 The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas frequented by members of the unit.

4.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at times other than during hours of duty.

A. Upon request, the Association shall provide the District with the names of representatives authorized to discuss Association business;

B. Association representatives shall report to the Principal or designee upon initial entrance on site to provide identification;

C. The second Wednesday afternoon of each month after school shall be set aside for unit members to attend Association meetings.

D. Orientation, as referred to herein, refers to the onboarding process of a newly hired unit member employee, whether in person, online, or through other means or mediums, in which employees are, as practicable, advised of their employment status, rights, benefits, duties, and responsibilities, along with any other employment-related matters.

E. The District shall provide written notice of the date, time, and location of all bargaining unit member orientations/onboarding meetings, by electronic mail or Outlook calendar invite, to the Association president and vice president no later than ten (10) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year, except that a shorter notice may be provided in specific instances where there is an urgent need.

F. The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all in-person new bargaining unit member orientations/onboarding meetings. In lieu of local unit employee representative(s), the Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District visual equipment for Association presentations provided the District is

given a minimum of 24 hours notice. For orientation meetings that are not held in person, or should a representative be unable to attend, the Association and/or CTA may provide a video to be shown (so long as it is no longer than 10 minutes in length) and/or written materials for District distribution.

4.4 The Association may use the District inter-school mail service and employee mailboxes for communication to unit members. The Association shall be responsible for intra-school distribution.

4.5 Unless otherwise notified by the individual teachers, the names, addresses and telephone numbers of all unit members shall be provided without cost to the Association no later than October 31, of each school year. Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, personal telephone number, and/or personal email address, the District shall provide the Association the name, job title, department, and work location of individuals newly hired into a bargaining unit position within 30 days of employment, or at the first pay period for the new hire following employment. The following new bargaining unit member information shall be delivered to the Association president in digital editable formant and hard copy, sorted by seniority date, no later than 30 days after the date of hire or at the first pay period for the new hire following employment:

1. Name
2. Home Address
3. Phone Number(s)- work, home, cellular
4. Personal (non-district) Email Address(es)
5. Grade Level/Assignment
6. Date of Hire (if different from seniority date)
7. Seniority Date (first day of paid status in probationary position, if applicable)
8. Full Equivalent (FTE) status
9. Current Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, personal telephone number, and/or personal email address, the District shall provide the Association the following information, to the extent it is on file, of all individuals working in bargaining unit positions two times during each school year no later than (October 31) and (April 30).

1. Name
2. Home Address
3. Phone Number(s)- work, home, cellular
4. Personal (non-district) Email Address(es)
5. Grade Level/Assignment
6. Date of Hire (if different from seniority date)
7. Seniority Date (first day of paid status in probationary position, if applicable)
8. Full Equivalent (FTE) status
9. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

4.6 The Association shall have Consulting Rights as provided by Government Code Section 3345.2.

ARTICLE 5

WAGES

5.1 Salary Schedule

5.1.1 The current July 1, 2018 through June 30, 2019 salary schedule will be adjusted upward by 3%, retroactive to July 1, 2018.

Effective July 1, 2019, for the 2019-2020 school year, salary levels shall be increased by 2.5%.

Taken together, this shall constitute an increase of 3% in 2018-2019 plus 2.5% in 2019-2020.

The hourly rates for non-instructional time ($28.00) and instructional time ($35.00) will remain at their current rates and will not be adjusted.

In light of the above-referenced increases in salary (reflecting a total 5.5% salary increase over two school years), health and welfare benefits shall remain at the status quo.

5.1.2 Teachers with less than 15 units and intern teachers will be placed on Column 0.

5.1.3 Bilingual Consideration - a stipend of $1,000 per year for those certificated teachers who have a BCLAD or BCC and are teaching in a bilingual classroom (defined in Section 1.1.4 and 1.1.5).

5.1.4 A stipend of $500 per year for those certificated teachers who have a CLAD or LDS credential and are teaching in a bilingual classroom (defined in Section 1.1.4).

5.1.4.1 When a teacher delivers primary instruction in native language, SDAIE, or ELD to an assigned cluster of at least six (6) ELL students for at least 51% of the instructional day, the teacher receives the stipend from student enrollment date; if the English Learners population drops below six, the teacher retains the stipend for the year. The teacher must submit application for the stipend within thirty (30) days of eligibility and the stipend shall be on a prorated basis.

5.1.4.2 Unit members occupying a shared job in a bilingual classroom shall receive a prorated stipend in accordance with the credential held.

5.1.4.3 When a Bilingual Specialist (1.1.5.1) provides services for ELL students for a weekly average of at least 51% or more of instructional or support services time, the specialist will receive the

stipend from the enrollment date. If the ELL population drops below 51%, the specialist will retain the stipend for the balance of the year. The specialist must submit application for the stipend within thirty (30) days of eligibility and the stipend shall be on a prorated basis.

5.1.4.4 Eligibility for Stipends - Payment of teacher stipends for CLAD / BCLAD and/or class size overage begins AFTER employee has submitted required notification to payroll. There will be no retroactive calculation.

5.1.5 The certificated salary schedule for members of the unit will be as follows:

Column 0 Less than 15 semester units of approved work and Interns.

Column I Bachelors Degree and regular credential and fifteen (15) to forty-four (44) semester units of approved upper division or graduate work.

Column II Bachelors Degree and regular credential and forty-five (45) to fifty-nine (59) semester units of approved upper division or graduate work.

Column III Bachelors Degree and regular credential and sixty (60) to seventy-four (74) semester units of approved upper division or graduate work.

Column IV Bachelors Degree, regular credential and seventy-five (75) semester units of approved upper division or graduate work including a Masters Degree.

5.1.6 Salary Schedule Conditions

a. Notification of movement to a higher class must be made in writing not later than May 1st; the units for said movement must be completed by September 1st, and transcripts must be submitted Administrative Services by November 1st.

b. All units must have the prior approval of the school principal or immediate supervisor.

c. Class determined by professional preparation. Step increases will be based on District experience and awarded on successful completion of goals.

d. Commencing July 1, 2018, a maximum of ten (10) years of experience on the salary schedule is allowed for placement of new employees in special education and Dual Language Instruction TOE unit positions. Special education positions shall include School Psychologists, Speech & Language Pathologists, Adaptive P.E. Teachers, as well as Special Day

Class Teachers and Education Specialists. Credit shall only be allowed for out-of-District certificated public school experience or prior comparable teaching or professional experience as determined by the Administrative Services Department.

Commencing on July 1, 2018, a maximum of three (3) years of experience on the salary schedule is allowed for placement of new employees teaching regular (specifically and hereinafter, non-DLI) classes in general education and other TOE unit positions (specifically and hereinafter, positions not referenced above).

Commencing on July 1, 2019, a maximum of four (4) years of experience on the salary schedule is allowed for placement of new employees teaching regular (specifically and hereinafter, non-DLI) classes in general education and other TOE unit positions (specifically and hereinafter, positions not referenced above).

Commencing on July 1, 2020, a maximum of five (5) years of experience on the salary schedule is allowed for placement of new employees teaching regular classes in general education and other TOE unit positions.

Commencing on July 1, 2021, a maximum of six (6) years of experience on the salary schedule is allowed for placement of new employees teaching regular classes in general education and other TOE unit positions.

Commencing on July 1, 2022, a maximum of seven (7) years of experience on the salary schedule is allowed for placement of new employees teaching regular classes in general education and other TOE unit positions.

Commencing on July 1, 2023, a maximum of eight (8) years of experience on the salary schedule is allowed for placement of new employees teaching regular classes in general education and other TOE unit positions.

Commencing on July 1, 2024, a maximum of nine (9) years of experience on the salary schedule is allowed for placement of new employees teaching regular classes in general education and other TOE unit positions.

Commencing on July 1, 2025, a maximum of ten (10) years of experience on the salary schedule is allowed for all new employees hired into TOE unit positions.

The above provisions shall apply only to newly-hired employees in TOE unit provisions and shall have no retroactive application.

e. Psychologists and Speech and Language Therapists shall receive a yearly stipend equivalent to a 10% increase in pay. This to attract and retain highly qualified employees in these hard to fill positions. Additionally, Psychologists may be required to work up to 15 additional work days each year. Such additional workdays shall be compensated on a per diem basis.

f. An annual stipend of $1000 per year will be given to teachers who earn a Board-Certified Behavior Analyst Certification (BCBA) from an accredited institution. This will go into effect July 1, 2019.

5.2 National Board Certification for Professional Teaching Standards

A teacher who commits to becoming a National Board Certified Teacher (NBCT) shall receive the following incentives and compensation:

5.2.1 The district shall pay a one-time NBCT application fee on behalf of the teacher. The district's contribution toward the application shall not exceed application and registration fees (approximately $2,500). In the event the teacher fails to complete the certification process, the teacher shall reimburse the district $500. If the application fee changes, the parties agree to meet and negotiate the district's contribution toward the application fee.

5.2.2 Teachers actively enrolled in the National Board Certification program shall receive six (6) release days during the course of completing the program to meet NBCT program requirements.

5.2.3 In the event a teacher needs to retake an NBCT assessment in the course of completing the certification, the district shall pay one (1) retake fee not to exceed $350. If the retake fee changes, the parties agree to meet and negotiate the district's contribution toward the retake fee.

5.2.4 Upon receiving full National Board Certification, the teacher will receive a stipend of $1,000 per year for the duration of the certification.

5.2.5 When a teacher is concurrently enrolled in both the NBCT program and an advanced degree program, the employee shall be responsible for tuition and related fees associated with the advanced degree. Completed district-approved courses and units shall be creditable toward advancement on the certificated salary schedule.

ARTICLE 6

HOURS OF EMPLOYMENT

6.1 Teacher Work Year

6.1.1 The number of duty days for members of the unit shall be one hundred eighty-five (185) days.

180	School days
5	Preparation/Inservice/Orientation days
185	Total Duty Days

6.1.2 A preparation day may include two hours of required orientation. In order to provide a maximum of time for classroom preparation, the site administrator may develop a procedure whereby unit members may report for duty on a staggered basis on orientation/preparation days.

6.1.3 Unit members who are off track, and not on duty, shall not be required to attend faculty, school or District sponsored meetings.

6.1.4 The last day of school shall be a modified day of instruction.

6.1.5 In those cases when the last non-student duty day falls on a Monday, a unit member may perform required preparation on an off track day prior to the last day as long as certification is provided.

6.1.6 Teacher Prep Days
When the District and Association agree to use flex time in lieu of designated teacher prep days, such flex time must be:

a. completed on site;
b. completed in increments no less than one half-day (1/2) unless otherwise approved by the principal due to special or unusual circumstances;
c. completed within the same fiscal year in which they are designated on the calendar.

6.2 Teacher Work Day

6.2.1 The length of the basic teacher work day, including preparation time, lunch, relief periods and time required before and after school, shall not exceed seven and one-half (7 1/2) hours, except as provided for in Section 6.2.4 and 6.2.4.1 hereinafter.

6.2.2 Subject to the requirements of Section 6.2.4, unit members may leave after the safe dismissal of students provided they complete 7 1/2 hours of on site duty. Unit members who desire to report to duty earlier than 30 minutes prior to the beginning of the instructional day shall be required to provide the site administrator with a fixed reporting time track segment schedule. On days of

calendared activities subject to Section 6.2.4, unit members shall not be required to report earlier than thirty (30) minutes prior to the beginning of the instructional day.

6.2.2.1 In cases where unit members are required to perform Section 6.2.4 duties prior to the commencement of the 7 1/2 hour workday or in the evening hours, unit members may leave following the safe dismissal of students.

6.2.3 Every unit member shall be entitled to one (1) duty-free, uninterrupted lunch period each day. The lunch period shall be equivalent to the student lunch period or a minimum of forty (40) consecutive minutes, inclusive of two (2) five (5) minute passing periods, whichever is longer. Each Principal shall meet with their staff in an effort to determine the appropriate length of the lunch period for the building site.

6.2.4 While most professional responsibilities are met during the 7 1/2 hour work day, members of the unit may be required by their immediate supervisor to attend one Back-To-School Night, one Open House, teacher-initiated field trips and to perform their professional responsibilities as related to parent teacher conferences and guidance assistance to pupils.

6.2.4.1 There will be a maximum of three staff meetings per month held within the 7 1/2 hour day.

6.2.4.2 Any required professional development, whether in person or online, will take place during one or more of the following times:

1. A staff meeting as referenced in 6.2.4.1.
2. A staff development day as referenced in 24.2 and 24.4.
3. The two-hour required orientation on the preparation day as referenced in 6.1.2.
4. Student instructional minutes, provided with release time.

If an employee is absent during a scheduled professional development for a mandated training, the employee will be required to make it up on their prep or personal time.

6.2.5 The District recognizes that those members who are involved in Student Study Team and in School Assessment Team deliberations and Individual Education Plan Team meetings may be required to put in longer than regular hours. When this occurs, the immediate supervisor will work on a schedule adjustment to reflect in lieu time to be taken in the year in which it is earned. In lieu time shall be allocated in allotments of three and one-half hour blocks. Such in lieu time sheets shall be jointly maintained by the unit member and the immediate supervisor.

6.2.6 The Association shall have the right to confer with the Superintendent or designee regarding the scheduling of inservice meetings.

ARTICLE 7

HEALTH AND WELFARE BENEFITS

7.1 The District shall provide medical, dental and life insurance benefits to each regular employee who works a 50% contract or more and who is a member of the unit. Every FTE must have health benefits.

7.2 It is agreed by the parties hereto that effective October 1, 2017, the Health and Welfare Benefit Program for covered employees shall be provided through participation by the parties in the California Schools Employee Benefits Association (CSEBA) JPA.

7.3 The District's contributions to Health Benefits will be $11,160 annually effective July 1, 2016. Health and Welfare Benefits can be opened by either party, TOE or the District, in the 2020-2021 school year.

7.4 The District will provide $50,000 of life insurance to eligible employees for the duration of the current contract.

7.5 The plans and carriers for each school year shall be the responsibility of the District Insurance Committee. This Committee shall have equal representation of District employee organizations and management. Each organization and management shall have one vote.

7.6 Early Retirement Incentive

7.6.1 Subject to the conditions stated hereinafter, the District will pay the medical insurance benefits, *up to the district contribution set forth in Section 7.3,* provided for hereinabove for any unit member who retires from District service after fifteen (15) full-time years of service to the District.

7.6.1.1 Unit members (retirees) who qualify for retiree Health and Welfare benefits under the above section 7.6.1, will receive $1,200 per month as the District's contribution towards health benefits established in section 7.3, if they had been participating in the District's PPO Health Plan for three (3) years prior to retirement. This increase will also pertain to current EUSD retirees who are enrolled in the District's PPO medical plan. This will be effective July 1, 2015.

7.6.2 The benefits provided for by Section 7.6 shall be in effect for five (5) years.

7.6.3 No unit member retiree shall be eligible to apply for the above benefits until he has reached the age of fifty-five (55) years.

7.6.4 When benefits provided for in Section 7.6 expire, such unit member retirees may, with the carrier's consent and at their own cost, participate in the District's medical insurance plan up to age 65.

ARTICLE 8

LEAVES

The Benefits provided unit members by Sections 44800 and 44801, and 44962 through 44985 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

8.1 Sick Leaves

8.1.1 The Board shall provide for a compensated leave of absence from duty for any unit member who is compelled to be absent from duty because of accident, illness or quarantine.

8.1.2 Members of the unit employed for one hundred eighty-five (185) to one hundred ninety-four (194) days shall be entitled to ten (10) days sick leave annually. Members of the unit employed one hundred ninety-five (195) to two hundred nine (209) days annually shall be entitled to eleven (11) days sick leave annually. Member of the unit employed for two hundred ten (210) or more days annually shall be entitled to twelve (12) days of sick leave annually. A sick leave day shall be consistent with the unit member's normal work day. Unit members employed less than one hundred eighty-five (185) days annually will be granted sick leave on a pro rata basis.

8.1.3 Members of the unit shall be entitled to one (1) sick leave day per school year for use during summer school. Such entitlement shall not accumulate from year to year. Such sick leave day shall be compensated at the summer school daily rate of pay.

8.1.4 Should a member of the unit be transferred from a day of less than maximum time to one of greater (or maximum) time, said unit member's accumulated sick leave days shall be increased in direct proportion to the ratio of time previously worked per day to time presently worked per day.

8.1.5 Extended Sick Leave
Any member of the unit who has exhausted available sick leave and who continues to be absent from duty on account of illness or accident shall receive for up to one hundred (100) additional days the difference between their regular salary and that actually paid or that which would have been paid to a substitute or fifty (50%) of salary due the unit member during absence, whichever is greater.

8.1.6 Members of the unit absent five (5) or more consecutive days may be required to submit a physician's statement or that of a person authorized by any well-recognized church or denomination to treat people, stating the reason for absence. The District need not assume that a unit member's statement establishes disability conclusively, but may require an examination by a physician selected by the District or a practitioner of the unit member's faith selected by the District. The cost of such examination shall be borne by the District.

8.1.7 A sick leave absence shall commence when the member of the unit or agent of the member of the unit calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without approval of the Assistant Superintendent of Administrative Services or their designee.

8.1.8 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which members of the unit have engaged in a concerted work stoppage, unless the unit member was legitimately absent the preceding day and provides medical certification confirming illness or disability.

8.1.9 The records of this District shall show the attendance of each member of the unit, and such days as that unit member may be absent for reason of illness, accident or other cause. A record shall be maintained of the unused sick leave accumulated from year to year for each unit member.

8.2 Industrial Accident and Illness Leave

8.2.1 A unit member, upon the first day of service, shall be entitled to an industrial accident or industrial illness leave of absence for an initial sixty (60) days, and subsequently may be covered under Worker Compensation for 2/3 of the employee work day while utilizing 1/3 of the unit employee's work day from their sick leave. This leave can be used until such time the employee's sick leave has been exhausted. This leave is to be used in one (1) fiscal year for the same accident.

8.2.2 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) day for each day of authorized absence. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

8.2.3 A unit member absent from duties as a result of an industrial accident or illness shall be paid such portion of the salary due to them for any month in which the absence occurs that when added to their temporary disability will result in a payment to them of not more than their full salary. The District shall issue the unit members' salary and shall deduct normal retirement and other authorized contributions.

8.2.4 Upon retirement of the industrial accident or illness leave, a unit member shall be entitled to the sick leave benefits provided and for the purpose of this section their absence shall be deemed to have commenced on that date of termination of the industrial accident leave. Provided the unit member continues to receive temporary disability indemnity, they are entitled to take only as much of they accumulated sick leave, which when added to their temporary disability indemnity, will result in payment to them of not more than their full salary.

8.2.5 A unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Board.

8.2.6 Allowable industrial accident and illness leave shall not be accumulated from year to year.

8.2.7 When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office or the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this Agreement shall be provided by the District.

8.2.8 A unit member report of industrial injury or illness must be on file in the District Office.

8.2.9 A copy of the report by the District to the insurance company regarding a unit member's claimed industrial accident or illness shall be maintained on file in the District's Personnel Office.

8.3 Bereavement Leave

8.3.1 Every member of the unit is entitled to bereavement leave, not to exceed (3) days, or (5) days for the death of a unit member's spouse or child, for out-of-state travel, or if more than three hundred fifty miles of in-state travel (one-way) is required, on account of the death of any member of the immediate family.

No deduction shall be made from the salary of such unit member nor shall leave be deducted from leave granted by other sections of this Agreement. This leave may be extended by use of personal necessity leave.

8.3.2 Members of the immediate family, as used in this section, mean mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household of the unit member.

8.4 Personal Necessity Leave

8.4.1 The Board shall provide for a unit member's absence or personal necessity while charging such absence to accumulated sick leave benefits.

8.4.2 Subject to this Agreement, the Board reserves the right to specify the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of sick leave days which may be used in any school year for personal necessity leave.

8.4.3 Each unit member shall be entitled to use all paid sick leave accumulated under Section 8.1.2 for purposes of personal necessity.

8.4.4 When possible, requests for personal necessity leave shall be made at least three (3) days in advance to the Principal and forwarded to the Superintendent, who reserves the right to verify such request by any appropriate means. No more than ten (10%) percent of the total number of members of the unit shall be permitted to take personal necessity leave on any particular duty day.

8.4.5 Advance permission is not required in the following situation:

A. Death or serious illness of a member of the unit member's immediate family. (As defined under Section 8.3.2 herein.)

B. Accident involving the person or property of the unit member, or the person or property of the unit member's immediate family.

8.4.6 "Personal necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control of the unit member and in the nature of compulsion. Leave for personal convenience, civic or non-emergency reasons or circumstances created by the choice of the unit member does not constitute personal necessity leave.

8.4.6.1 A unit member may use up to 3 days of personal necessity leave per school year for any purpose that a unit members deems sufficiently important to absent themselves from their duties. The use of these days are subject to 8.4.4 and 8.4.5.

8.4.6.2 Personal necessity leave may be taken to observe religious holidays for a maximum of three days annually. Such leave requests shall be considered with reference to applicable EEOC guidelines.

8.4.7 Personal necessity (other than the 3 designated in 8.4.6.1 and 8.4.6.2) leave shall not be used for the following with the exception of article 8.4.6.1

A. Extension of a school holiday or vacation
B. Extension of an approved vacation
C. Social event (wedding of self or family member, reunion, etc.)
D. Convention related to unit member's vocation or religion.

8.5 Parental Leave/Child Bonding

8.5.1 A unit member may take parental leave for the purposes of child bonding in accordance with Education Code section 44977.5. Upon the birth of the employee's child or the initial placement of a child with the employee for adoption or foster care, under Education Code section 44977.5, employees are entitled to a maximum of 12 work weeks of parental leave within a 12-month period, which shall count against (run concurrently with) California Family Rights Act (CFRA) child bonding leave, where applicable. If the school/work year terminates before the 12 workweek period is exhausted, the employee may take the balance of the 12 workweeks in the subsequent school year.

8.5.1.1 "Parental Leave" must be taken within one calendar year of the birth of the employee's child or the initial placement of the child for purposes of foster care or adoption. Parental Leave does not affect employees' rights to take leave while disabled by pregnancy, childbirth, or pregnancy-related medical conditions. Pregnancy-related disability leave shall continue to be managed according to Article 8.5.4 (unit members who have given birth may commence Parental Leave after they are released by their physician from pregnancy-related disability). While the 12 workweeks of Parental Leave need not be consecutive, unit members must take Parental Leave in accordance with minimum durations as designated for CFRA child bonding leaves under Section 11090 of Title 2 of the California Code of Regulations.

8.5.1.2 Employees may use regular accumulated full-pay sick leave during the 12 weeks of parental leave. Pursuant to Education Code section 44977.5, only employees who have exhausted their full-pay sick leave and who have been employed by the District for at least 12 months prior to commencing their child bonding leave (Parental Leave) will receive substitute differential or 50% pay, whichever is greater, during the remainder of the 12-week period after full-pay sick leave is exhausted. Employees who elect not to exhaust their full-pay sick leave and/or have not been employed by the District for at least 12 months prior to commencing the leave shall be entitled to unpaid Parental Leave for purposes of child bonding.

8.5.4 Pregnancy Disability Leave (Sick Leave)

A pregnant unit member shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth or recovery therefrom on the same basis as leave granted for any illness or injury.

The unit member and their physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible the date which the pregnancy will disable the employee from the performance of their duties, and report that date to the supervisor, in order that substitute services may be arranged and the educational program suffer the least interruption. Similarly, the unit member and physician or practitioner shall determine and report the date on which the employee is likely to be physically capable of returning to their duties following the termination of their pregnancy disability leave.

8.5.5 Extended Leaves of Absence

A unit member who wishes to be absent from their position before they are disabled by pregnancy, miscarriage, childbirth, or recovery therefrom, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leave. Such leave shall be unpaid.

8.5.6 The District shall not refuse to do any of the following because of a unit member's pregnancy:

A. Hire or employ
B. Select them for a training program leading to employment, reassignment, or promotion.

8.6 Long-Term Uncompensated Leaves

8.6.1 The Board may consider on an individual basis, a request by a unit member for an uncompensated leave of absence.

8.6.2 Purpose

Uncompensated leave shall be granted, upon request, for one (1) school year for child-rearing. Uncompensated leave may be granted for up to one (1) year for the following purposes:

A. Study
B. Travel
C. Work
D. Other reasons acceptable to the Board

8.6.3 Eligibility

A unit member shall have completed at least one (1) year of service with the District to be considered for an uncompensated leave.

8.6.4 Application

Application for an uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of desired beginning date. Special consideration will be given emergencies.

8.6.5 Period of Leave

A unit member may apply to the Board for an extension of an uncompensated leave so long as the period of the leave and any extension thereto does not exceed the period of time in which the unit member has rendered service in probationary or permanent status.

8.6.6 Commitment of Unit Member

A unit member granted an uncompensated leave shall inform the Board no later than March 1 prior to the year of return.

8.6.7 Commitment of Employer

At the expiration of the uncompensated leave, the unit member shall be offered a like position to that previously held. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule. While on uncompensated leave, a unit member shall be entitled to insurance

benefits provided to employees of the like status, if the unit member pays the premiums therefore and is eligible under the terms of the insurance carrier.

8.6.8 The Board is not required by this Section to grant requests for uncompensated leave. However, should the Board grant an uncompensated leave to a particular unit member, such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by any other unit member.

8.7 Care Giver Catastrophic Illness Leave Bank

8.7.1 The District shall establish a care giver catastrophic illness leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Care Giver Catastrophic Illness Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the care giver catastrophic leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic bank shall be a general donation, and shall not be donated to a specific employee for their exclusive use.

8.7.2 The District shall establish a "Care Giver Catastrophic Illness Committee" to oversee the administration of the care giver catastrophic illness leave bank. This committee will consist of one TOE unit member, one district management team member, and one member of the Board of Trustees. Each member of the committee has one vote and all decisions must be unanimous. Members of this committee will be identified by July 1 of each year and will serve for a minimum term of one year.

8.7.3 "Care Giver Catastrophic Illness" is defined to mean a terminal illness, mental incapacitation, or a long term physical illness of a unit members spouse, child, or legal dependents, as approved by a unanimous vote of the "Care Giver Catastrophic Illness Committee."

8.7.4 Qualifications to Make Donations

A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank.

(a) The unit member must be a tenured certificated employee of the District.

8.7.5 Amount of Donation

(a) An eligible unit member must donate a minimum of one day of sick leave to the bank and may donate no more than one day per year.

(b) The maximum number of days that the care giver catastrophic illness bank can contain at any one time is equal to the number of tenured certificated employees that are eligible to contribute. However, no tenure employee shall be denied the right to join.

(c) The care giver catastrophic illness bank shall not be depleted below 25% of the number of work days in a school year. Once the care giver catastrophic illness bank reaches this point, additional donations shall be solicited immediately.

8.7.6 Qualifications of Recipient

(a) Any tenured certificated unit member whose spouse, child, or legal dependent has suffered a catastrophic illness as defined and determined by Section 8.7.3 is eligible to apply for use of sick leave days in the care giver catastrophic illness leave bank, provided that unit member has donated to the sick leave bank, in accordance with the requirements of Section 8.7.5.

(b) The maximum number of days to be utilized by one unit member for a single catastrophic illness to a spouse, child, or legal dependent shall not exceed 30 workdays.

(c) A unit member may appeal in writing to the Care Giver Catastrophic Illness Committee for an additional 30 leave bank days. A unit member shall be limited to no more than two (2) requests for use of the care giver catastrophic illness bank in a single school year. The decision of the committee concern a written request will be final. The unit member must have exhausted all sick leave to which their is eligible to use.

(d) Any unused days awarded to a qualifying employee from the care giver catastrophic illness bank shall be returned to the care giver catastrophic illness bank.

(e) Any unit member requesting use of sick leave days in the care giver catastrophic illness bank must provide the District with written verification of the catastrophic illness suffered by their spouse, child, or legal dependent. Such verification must be prepared in writing by a licensed physician of the State of California. The District may require the spouse, child, or legal dependent stricken by the catastrophic illness to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

(f) The "Care Giver Catastrophic Illness Committee" will examine all request and documentation for request to use the care giver catastrophic illness bank and shall then determine the unit member's eligibility according to this section. The decision of the committee shall be final and is not subject to the grievance procedure.

8.7.7 Procedure

(a) Annual solicitation by TOE. Contributions for the care giver catastrophic illness leave bank shall be solicited by TOE during the month of

November each school year. The district shall prepare all forms, which are to be used by TOE for purposes of solicitation. The Benefits Office of the District must receive all donation forms no later than the last working day in November of each school year.

(b) All requests for use of accumulated sick leave days in the care giver catastrophic illness bank shall be presented in writing to the District's Administrative Services Office. The District shall provide the unit member with a copy of this side letter of agreement provision. It shall be the responsibility of the unit member to satisfy all conditions of eligibility.

(c) The District Administrative Services Office will submit the request for use of accumulated sick leave days in the care giver catastrophic illness bank to the care giver catastrophic illness committee.

8.8 Jury Duty and Judicial Appearances

Members of the unit shall be entitled to leave without loss of pay to appear in court as a witness, pursuant to a lawful order of the court other than as a litigant, or to respond to an official order from an authorized governmental agency, or to serve as a juror. Any jury fees or witness fees received by the unit member shall be remitted to the District.

8.8.1 Teachers who are summoned for jury duty during the school year and postpone such duty until off track time, shall receive $75 per day for jury duty postponed outside the employee work calendar.

8.9 Personal Leave

A unit member shall be entitled to one (1) day of paid leave per school year to be used for any purpose which such unit member deems sufficiently important to absent themselves from their duties. A unit member shall notify their Principal at least twenty-four (24) hours in advance of taking such leave, unless an emergency makes such advance notification impossible. No more than ten (10%) percent of the total number of members of the unit shall be permitted to take personal leave on any particular duty day.

8.10 Legislative Leave

A unit member who is elected to the State Legislature or U.S. Congress shall be entitled to an unpaid leave of absence for the length of their term or terms in office. The unit member on such leave shall notify the Board of their intended return at least four (4) weeks in advance.

8.11 Long Term Health Leave

The Board shall grant a member of the unit, upon request, an unpaid leave for health reasons. Such leave shall be for a maximum of one school year.

A. A statement by the unit member's physician to the effect that the unit member is in medical need shall be furnished at the Board's request.

B. The unit member shall notify the Board of their intended return date at least four (4) weeks in advance.

C. Health leave shall be granted if a unit member is unable to perform their duties because of illness, accident or quarantine.

8.12 In-service Leave

A unit member may request up to three (3) days of paid leave each school year for the purpose of improving their performance. Such leave may be used to visit classes in other schools. The District shall, upon recommendation of the Association, grant leave for one Association designated person per plant to attend the annual Good Teaching Conference. The Superintendent may grant reimbursement for actual and necessary expenses related to said conference attendants.

8.13 Association President's Leave

TOE president or designee shall be granted up to ten (10) days release time to attend CTA Presidents' Conference or to attend to other Association business.

ARTICLE 9

TRANSFERS AND REASSIGNMENTS

9.1 Definition

The movement of a unit member to a different school site shall be considered a transfer.

A transfer may be unit member-initiated ("voluntary") or administration-initiated ("involuntary").

9.2 Voluntary Transfer

9.2.1 The Superintendent shall deliver to the Association and post in all school sites a list of known vacancies for the ensuing school year. The list shall contain a closing date for submitting requests for transfer. No assignment to fill the vacancies shall be made until after the closing date.

9.2.2 Unit members who desire to transfer to another site may file a written statement of such desire with the Superintendent. Such statement shall include the school site and other information such as the grade and/or subject or the school site in order of preference. Unit members from within the District shall receive first consideration for any vacancy for the ensuing school year.

9.2.3 In the consideration of request for voluntary transfer, the wishes of the individual unit member shall be considered within the limits of the following criteria:

A. Affirmative action goals of the District
B. Unit member certification
C. Experience/Seniority
D. Instructional requirements
E. Type of program

No such request shall be denied arbitrarily, capriciously, or without basis in fact.

9.2.4 A unit member who is denied a transfer may request and will be granted a meeting with the Superintendent or designee and the immediate supervisor to discuss the issue. In addition, the unit member may request and shall be provided a written rationale for the denial.

9.2.5 If more than one (1) qualified unit member has applied for the same position, the determination as to which unit member shall receive it shall be based on criteria for transfer. In the event the decision cannot be made on those criteria, the decision shall be made on the basis of seniority.

9.2.6 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize their present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

9.3 Involuntary Transfers

9.3.1 No position shall be filled by means of involuntary transfer if there is a qualified unit member volunteer available who meets the criteria for filling said position.

9.3.2 Notice of an involuntary transfer for the school year shall be given in writing to the affected unit member as soon as possible after it is known. If a unit member is transferred, at least fifteen (15) days notice shall normally be given before the actual transfer occurs. Upon request, the District shall provide assistance in moving materials from the present work location to the new work location.

9.3.3 An involuntary transfer shall be made for the following purposes:

A. To balance the certificated staff of the District of a school by considering factors related to the affirmative action goals of the District.

B. A change of enrollment necessitating transfer of staff.

C. Modification of instructional program.

D. To provide an opportunity to evaluate a unit member in a different environment.

9.3.4 An involuntary transfer shall be made only after a meeting between the unit member involved and the Superintendent and the immediate supervisor at which time the unit member shall be given upon request written reasons(s) therefore. A good faith effort to find alternate solutions to the problems will be made by the Superintendent and immediate supervisor if the unit member objects to the transfer on the basis of the reasons provided at this meeting.

9.3.5 A list of open positions in the District shall be made available to all unit members being involuntarily transferred. Such unit members may request the positions, in order of preference, to which they desire to be transferred.

9.3.6 Unit members being involuntarily transferred from their present position shall have preference over those seeking voluntary transfer in regard to choice among these positions which are vacant, provided the unit members satisfy the criteria mentioned in Section 9.2.3 hereinabove.

9.3.7 A unit member being involuntarily transferred shall not be transferred from a full-time to a part-time position.

9.4 Posting Requirements

9.4.1 Notices of vacancies shall be posted in each building site and the District Office. Such notices shall be posted as soon as the Superintendent determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment and credential requirement.

9.4.2 Copies of all notices of vacancies shall be mailed to the President of the Association at the time of the posting.

9.5 Reassignment

9.5.1 Definition

A reassignment is defined as a change of grade level or specialty area assignment within one school or administrative unit without change in classification.

9.5.2 Notice

Unit members shall be advised of their tentative assignment and salary placement for the coming year no later than June 1, except in emergency conditions.

9.5.3 General

Reassignments shall be made by the Superintendent or designee based upon the best educational interests of the students as determined by the Superintendent; however, judgments, decisions and criteria shall not be arbitrary or punitive in nature.

9.5.4 Provisions

Unit members reassigned and/or transferred shall be provided non-unit personnel, to assist in the packing and transporting of the unit members supplies and materials. Unit members reassigned and/or transferred shall be provided a substitute teacher for one (1) working day on an "as needed basis."

ARTICLE 10

SAFETY CONDITIONS OF EMPLOYMENT

10.1 The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended (California Labor Code, Section 6300 et seq.) and regulations relating thereto (8 Cal. Admin. Code Section 330 et seq.). Noncompliance with Cal/OSHA regulations shall be determined through Cal/OSHA adjudicatory procedures.

10.2 The Superintendent shall be responsible for the promulgation of safety rules for all unit members and may appoint a District safety officer to oversee the conditions of the District facilities.

10.3 A written description of the rights and duties of all administrators and unit members with respect to student discipline, and the rights of suspended students, shall be presented to each member in writing on the first day of each unit member's contracted work year. A District Discipline Code shall be the result of an administrative/teacher committee.

10.4 The Board shall enter into an agreement with a qualified insurer. Such agreement shall provide all unit members with personal liability insurance coverage related to matters within the scope of employment of the unit member. Policy coverage shall be for such amounts as are required by law. As used in this Article "within the scope of employment" shall include any requested activities (such as field trips) which involve student contact and supervision.

10.5 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE 11

CLASS SIZE

11.1 When kindergarten and first grade classes reach 31 students, the classroom teacher will receive 75% of the average daily cost (ADC) of an overage aide in lieu of an aide which is to be allocated as described in sections 11.2.1, 11.2.2, and 11.2.3.

11.2 At 32 students the classroom teacher may opt for an overage aide or 100% of the ADC of an overage aide which is to be allocated as follows:

11.2.1 Average daily cost (ADC) of an aide to be defined as the hourly cost of an instructional assistant on Step 1 times 3 hours.

11.2.2 The average daily cost funds accumulate as follows:

a) Funds will be accrued, effective 3 days after the date at which class size reaches the minimum standards as established in 11.1 and 11.2, on a daily student attendance day basis for the days in which the class size would qualify according to verification from the Student Information System. A procedural form will be utilized to implement this program.

b) The teacher will be given an accounting by the 15th of November, March, and August.

c) Unexpended funds accrued through June 30 of the fiscal year in which they accrue may be expended in the following fiscal year up until October 1.

d) The teacher with the 32 students may change the option taken in 11.2 one time only during the school year.

11.2.3 Expenditure of accrued funds can take place after each accounting period as follows:

a) Funds to be used for materials, technology, curriculum-related classroom activities and/or personnel as recommended by teacher. All expenditures under article 11 must be approved by the site principal.

b) Funds can only be spent after verification of the accrued monies as evidenced by the accounting in 11.2.2.

11.2.3 All items purchased with accrued funds or any part of accrued funds will remain the property of the Encinitas Union School District. However, they may remain with the teacher in the event of a voluntary or involuntary transfer to another site classroom assignment.

11.3 Section 11.1 and 11.2 applies to instructional groups that are formed at a site to meet the needs of students when required by the district. The instructional groups must meet the criteria in 11.1 and 11.2 for a minimum of 59% of the instructional minutes per day on a daily basis.

11.4 Classes and instructional groups receiving 3 hours of instructional aide time from categorical or special program funding (e.g. a 3 hour bilingual instructional aide) will not be eligible for a second 3 hour instructional aide under this article.

11.5 A Special Day Class child that is included in a regular general educational classroom for 50% or more of the instructional minutes per day will be counted in the classroom count for the purpose of establishing class size.

11.6 In the event a Special Education Aide or certificated staff member provides assistance for the included child during instructional class time for a minimum of three (3) hours within the included classroom, then the child will not be calculated for overage aides.

11.7 When a class reaches 32 students after the district's spring intersession, the teacher will qualify for Article 11.2 if they have not waived their rights under 11.8.1.

11.8 The intent of the District is to structure classes K-6 so class sizes are balanced and as close to the overall District class size average as possible. The principal, seeking input from affected staff members, will be responsible for structuring the school in regards to class schedule.

11.8.1 Subject to principal approval, a teacher can request a larger class size in lieu of a multiple grade class. However, this class would not qualify them for an overage aide.

11.8.2 In bilingual combination classrooms where aides are already assigned, the additional benefits of Article 11 will not apply.

11.9 The School Site Council, the ELAC, and the Site Bilingual Task Force shall work with management to plan each school's bilingual program. The District will work to meet the State compliance issues.

ARTICLE 12

EVALUATION

12.1 All teachers in the Encinitas Union School District must meet the following minimum standards of performance. The standards are based upon educational research and the District's Strategic Plan. These standards align with the Evaluation System Philosophy in that teachers who meet these minimum standards will be Self-Directed Learners, Quality Producers, Collaborative Team Members, Effective Communicators, Constructive Thinkers and Problem Solvers, and Responsible Members of Society.

12.2 Evaluation Procedures

12.2.1 Every temporary and probationary unit member shall be evaluated by the administration in writing at least twice each school year.

12.2.1.1 In the first year of evaluation, a temporary or probationary teacher will demonstrate satisfactory performance by making progress in all seven teaching standards. In the second year, the teacher will demonstrate competency in all seven teaching standards

12.2.2 Mid Year Evaluation

12.2.2.1 The mid year evaluation is an opportunity for teacher and supervisor to reflect on progress to date, identify areas of strength and make recommendations for further growth. In addition to the data accumulated for the final evaluation, the mid year evaluation includes a formal conference between teacher and supervisor.

12.2.3 A temporary or probationary teacher who receives an unsatisfactory evaluation will not be recommended for continuing employment.

12.2.4 Time line for evaluation of temporary and probationary teachers:

12.2.4.1 Evaluator to distribute Teacher Standards, Guidelines and District/Site Goals during Teacher Prep Week.
12.2.4.2 Initial conference to be conducted no later than October 1.
12.2.4.3 Mid-Year Teacher Reflection to be completed no later than December 1.
12.2.4.4 First Informal Observation to be conducted by Mid-Year Evaluation.
12.2.4.5 First Formal Observation to be conducted by Mid-Year Evaluation.
12.2.4.6 Mid Year Evaluation to be completed no later than December 15.
12.2.4.7 Second Informal Observation to be conducted by Final Evaluation.
12.2.4.8 Second Formal Observation to be conducted by Final Evaluation.
12.2.4.9 Final Evaluation to be completed no later than March 1.

12.2.5 Evaluation of tenured teachers is designed to allow teachers and administrators the opportunity to establish goals and evaluation criteria which will promote student learning and instructional leadership. The goal of this process is to encourage teachers to continue their professional development through self-evaluation and collaboration with peers and supervisor.

12.2.6 During the year of a tenured teacher's evaluation, a satisfactory evaluation between will be based on successful attainment of four goals or alternative projects and all teaching standards. During the alternate year(s) between evaluation years, satisfactory performance will be based on successful maintenance of all teaching standards.

12.2.6.1 Failure to reach agreement on any of the elements, goals and objectives of evaluation shall necessitate that the evaluator and the member of the unit designate a third party, or parties, agreeable by both, to resolve the disagreement. Resolution of the disagreement shall begin at the earliest possible time that the disagreement becomes apparent. If the evaluator and the member of the unit fail to agree on a third party, the Superintendent shall designate a person to serve in such capacity.

12.2.7 An unsatisfactory evaluation will be based on problems in either goals or teaching standards. A teacher who receives an unsatisfactory evaluation will be placed on an Assistance Plan. The teacher will also be referred to the Peer Assistant and Review (PAR) program.

12.2.8 The final evaluation is an accumulation of data over a two-year period including, but not limited to:

12.2.8.1 Classroom visitations
12.2.8.2 Formal (one during evaluation year) and informal (two during evaluation year and one during off-cycle year) observations
12.2.8.3 Teacher/supervisor dialogues and conferences
12.2.8.4 Evidence/artifacts/portfolio demonstrating progress toward goals

12.2.9 Timeline for evaluation of tenured teachers

12.2.9.1 Evaluator to distribute Evaluation Philosophy and Evaluation packet during Teacher Prep Week
12.2.9.2 Goals/Objective Conference to be help no later than October 15.
12.2.9.3 First Informal Observation to be conducted no later than December 15.
12.2.9.4 Second Informal Observation to be conducted no later than April 15.
12.2.9.5 Formal Observation and Follow up Conference to be conducted no later than April 15.
12.2.9.6 Teacher completes Written Reflection of Goal Attainment and Submits Forms and Evidence to Supervisor no later than May 1.
12.2.9.7 Evaluation to be completed no later than June 1.
12.2.9.8 Final Evaluation Conference to be conducted no later than June 1.

12.2.10 Five-Year Cycle Evaluation Option

12.2.10.1 Unit members with permanent status, who have been employed at least ten years with the school district, are NCLB compliant, and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five years if the unit member and evaluator consent to this schedule.

12.2.10.2 In the event a teacher's request to participate in the Five-Year Cycle Evaluation Option is denied, the evaluator will meet with the teacher and provide a reasonable explanation for the denial. If the teacher is not satisfied with the explanation, an appeal may be made by the teacher to the Assistant Superintendent of Administrative Services.

12.2.10.3 Site administrator formal and informal classroom observations should take place on a regular basis during the five-year evaluation cycle with a minimum of one formal observation every two years.

12.2.10.4 The employee or employer may withdraw consent at any time. If consent is withdrawn prior to October 30, the employee will be evaluated during the current school year; if notice is given after October 30, the employee will be evaluated the following school year.

12.2.11 The unit member may submit a written reaction or response to the evaluation(s) and any such response shall be attached to the evaluation(s) and placed in the unit member's permanent personnel file. An evaluation conference shall be held between the evaluator and any unit member receiving a written evaluation report, as described above. The unit member will be provided an opportunity within ten (10) duty days after the observation to discuss the observation and evaluation with their evaluator.

12.2.12 Failure to reach agreement on any of the elements, goals and objectives of evaluation shall necessitate that the evaluator and the member of the unit designate a third party, or parties, agreeable by both, to resolve the disagreement. Resolution of the disagreement shall begin at the earliest possible time that the disagreement becomes apparent. If the evaluator and the member of the unit fail to agree on a third party, the Superintendent shall designate a person to serve in such capacity.

12.2.13 During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation goals and objectives. The necessity for review of the evaluation criteria and the determination of revised goals and objectives shall be determined in accordance with the procedures contained in Section 12.1.4, disregarding time limitations contained therein.

12.2.14 Each evaluation shall be based upon at least one (1) observation lasting twenty minutes or covering two consecutive group lesson activities; or two (2) observations of ten (10) minutes or more. One observation shall be prearranged by the evaluator and the unit member. At least two (2) observations shall take place prior to any negative comments or judgments being included in the final evaluation. Unit members shall have the right to request additional observations.

12.2.15 In the event a unit member receives a negative evaluation, the evaluator shall take positive steps to provide assistance to correct cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and may include release time for the unit member to visit and observe other classes.

12.2.16 If subsequent remedial action alters the negative evaluation and/or identified deficiencies, the evaluation(s) citing such deficiencies shall have an attachment summarizing the identified improvement.

12.2.17 Unit members shall not be required to formally evaluate other unit members nor shall they be required to formally assess their own performance.

12.2.18 The evaluator shall not base the evaluation of a member on any unsubstantiated information.

12.2.19 In the event that an evaluation dispute arises and such dispute is resolved in favor of the evaluatee, no record of evaluation dispute shall be kept in the unit member's personnel file or site evaluation folder.

12.2.20 The District shall release unit members who are chosen to serve on the Commission of Professional Competence in accordance with the Education Code. Such service shall be considered a professional responsibility and the rights and duties of the unit member rendering such service shall be those contained in the Education Code.

12.2.21 Education Code Section 44660-44665 (Stull Act) shall be applicable to this Agreement.

12.2.22 With the exception of procedural matters, this Article shall not be subject to the grievance procedure.

12.3 Alternative Evaluation System

12.3.1 The alternative evaluation process is designed as a positive experience for teachers who have a desire to develop their own professional growth process by exploring areas of learning that may not be addressed as effectively in a more traditional evaluation process.

12.3.2 Desired outcomes of participation in the Alternative Evaluation System include improved student learning, opportunity for self evaluation, continued

professional development, collegiality and collaboration, and instructional improvement.

12.3.3 Project components will include the following:

12.3.3.1 Connection to the District Strategic Plan Targets
12.3.3.2 Progress reflections
12.3.3.3 Classroom visitations by peers and supervisor
12.3.3.4 Evidence of student learning
12.3.3.5 Project portfolio
12.3.3.6 Feedback from peers and administrator(s)
12.3.3.7 Possibility for replication/dissemination of learning

12.3.4 Eligibility requirements to participate in the Alternative Evaluation System

12.3.4.1 The teacher must have five (5) years as a tenured teacher in Encinitas Union School District.

12.3.4.2 The teacher must have five (5) years of successful teaching.

12.3.4.3 The teacher will complete a mutually agreed upon project between teacher and supervisor

12.3.5 Timeline for Alternative Evaluation System

12.3.5.1 Evaluator to distribute Alternative Evaluation packet during Teacher Prep Week.
12.3.5.2 Intent to Apply to be completed no later than September 1.
12.3.5.3 Alternative Evaluation meeting for teacher applicants and principals to be held no later than September 20.
12.3.5.4 Teacher completes Project Proposal and conferences with supervisor no later than October 1.
12.3.5.5 First Reflection to be completed no later than November 30.
12.3.5.6 First Informal Observation to be completed no later than January 15.
12.3.5.7 Second Reflection to be completed no later than March 15.
12.3.5.8 Second Informal Observation to be completed no later than April 30.
12.3.5.9 End of Year Report to be completed no later than June 1.
12.3.5.10 Final Evaluation and Conference to be completed no later than June 15.

12.3.6 Assistance Plan

12.3.6.1 An assistance plan may be written by the supervisor to identify areas of concern or specific components needing improvement. A plan for assistance will be developed that includes strategies for teacher, timelines and sources of support. The assistance plan may be for part of a year or a full year and can be in addition to or in place of current goals.

12.4 Maintenance of Data Related to Evaluation

12.4.1 The Board shall not base any adverse action against a unit member upon materials which are contained in such a unit member's personnel file or site evaluation folder unless the materials had been placed in the file or folder within sixty (60) days of the incident giving rise to such materials and the unit member has been notified in writing at such time that such materials were being place in the file or folder.

12.4.2 Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports or records which: (1) were obtained prior to the employment of the unit member; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.

12.4.3 Before information of a negative or derogatory nature is placed in their personnel file, the unit member shall be given notice. The employee shall be released from duty during the school day without salary reduction to review and to prepare a written response to such material. The written response shall be attached to the material.

12.4.4 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

12.4.5 The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted for placement in the file.

12.4.6 District administrative access to personnel file shall be limited to the Superintendent or designee and the unit member's immediate or prospective supervisor(s) unless otherwise agreed to by the unit member. Board members may request the review of a unit member's file at an executive session of the Board. The contents of all personnel files shall be kept in strictest confidence.

12.4.7 The District shall maintain the unit member's personnel file at the District Office.

12.5 Personal Freedom and the Freedom to Teach Related to Evaluation

12.5.1 The personnel file of a unit member shall not be the subject for evaluation except as it may directly affect the unit member's performance of their assigned functions.

12.5.2 The exercise of the right of free speech shall not be a subject for evaluation except as it may directly affect the unit member in the proper performance of their assigned functions.

12.6 Procedures for processing Citizen Complaints Relative to Evaluation Procedures

12.6.1 A complaint regarding a unit member made to any member of administration by any parent, student, or other person which does, or may, influence the evaluation of the unit member shall be discussed with that unit member within ten (10) duty days of receipt of the complaint. If the complaint is such that it may give rise to disciplinary proceedings, an Association representative shall be present at said discussion, if so requested by the unit member.

12.6.2 The Board or its designee may not take any disciplinary action against a unit member on the basis of facts alleged in a citizen or parent complaint unless the Board or its designee independently confirms the accuracy of the facts alleged and notifies the affected unit member, within ten (10) days of the completion of its investigation, that disciplinary action may be contemplated.

ARTICLE 13

GRIEVANCE PROCEDURES

13.1 Definitions

Grievance: assertion by one or more members of the unit that there has been a violation, misinterpretation, or misapplication of the express terms of this Agreement which personally and adversely affects the member or members of the unit.

Aggrieved: a member of the unit asserting a grievance.

A Party of Interest: the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Representatives: a fellow unit member, administrator, agent of Association, or legal counsel who shall represent any party in interest at their election.

13.2 Purpose

The purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may, from time to time, arise concerning the interpretation of the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances outside the structure of the grievance procedure.

13.2.1 Any unit member may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Exclusive Representative as long as the adjustment is reached prior to arbitration pursuant to Government Code Sections 3548.5, 3548.6, 3548.7 and 3548.8, and the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

13.3 Procedure for Review of Grievance

13.3.1 All parties in interest may have a representative present at any level of the grievance review procedure provided for hereinafter.

13.4 Level I School Principal (Immediate Supervisor)

13.4.1 A grievance will first be discussed with the aggrieved person's Principal or immediate supervisor with the objective of resolving the matter informally. In the event that the aggrieved is not satisfied with the disposition of the grievance, he may submit a formal grievance in writing to the Principal. If the aggrieved has not filed a formal grievance within ten (10) duty days after

speaking with the Principal informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, the Principal shall, within five (5) duty days, render their decision and reason therefore, in writing to the aggrieved person, the Exclusive Representative and the Superintendent. The Principal and the aggrieved may agree to hold additional conferences prior to the rendering of the Principal's written decision.

13.5 Level II Superintendent or Their Designee

13.5.1 If the aggrieved is not satisfied with the disposition of the grievance at level I or if no decision has been rendered within seven (7) duty days after the presentation of the written grievance, the aggrieved may forward the written grievance to the Superintendent within five (5) duty days after the decision at level 1 or twelve (12) duty days after the grievance was presented, whichever is sooner.

13.5.2 Within seven (7) duty days after receipt of the written grievance by the Superintendent, the Superintendent or designee, if the Superintendent is not available, shall meet with the aggrieved in an effort to resolve the matter.

13.5.3 Within seven (7) duty days after meeting with the aggrieved, the Superintendent shall transmit a copy of the grievance and proposed resolution of it to the Exclusive Representative. Within ten (10) duty days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the Exclusive Representative may transmit to the Superintendent its written response. Such response, if transmitted, shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within seven (7) duty days after receipt of the Exclusive Representative's response to the grievance and the Superintendent's proposed resolution, the Superintendent shall render a written decision to the employee.

13.6 Level III Advisory Arbitration

13.6.1 If the aggrieved and the Association are not satisfied with the disposition of the grievance at Level II or the time limits expire without the issuance of the Superintendent's written reply, the Association on behalf of the aggrieved, may submit the grievance to advisory arbitration. In such case the parties shall request a list of arbitrators from the American Arbitrators Association (AAA) in accordance with AAA procedures.

13.6.2 Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure.

13.6.3 The arbitrator is empowered to include in any award such financial reimbursement or other remedies as judged to be proper.

13.6.4 Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitration and of the AAA shall be divided equally between the District and the Association.

13.6.5 If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties request a transcript, the total cost of the two (2) transcripts shall be divided equally between the Board and the Association.

13.6.6 An arbitrator shall be selected by the following procedure:

13.6.7 A representative of the Association and the Board's representative shall select the arbitrator from the AAA's list by eliminating names until one (1) name remains. The first option of elimination shall alternate. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from AAA by both parties.

13.6.8 All grievances reached in the advisory arbitration level shall be numbered. The odd numbered grievances will give the District first elimination even numbered grievances will give the Association first elimination.

13.6.9 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to duty days.

13.6.10 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the America Arbitration Association and the provisions of this procedure.

13.6.11 Witnesses will be assured that their testimony will be kept confidential unless they chose to make it public.

13.6.12 Within twenty (20) days after conclusion of the hearing, the arbitrator shall render an advisory award in writing to the aggrieved and the Board.

13.7 Level IV - Governing Board

13.7.1 The parties involved recognize that the Board has the right and responsibility of a final decision in regard to the grievance. If either party is not satisfied with the disposition of the grievance at level III, such party may submit the grievance to the Board for consideration. All parties in interest shall receive a copy of the notice of appeal. Such appeal must be filed no later than fifteen (15) days after arbitrator's advisory award has been received by the parties. The Board shall consider the grievance in executive session. The Board shall consider only those evidentiary materials which have been presented at levels I, II, and III. However, in the interest of Justice, the Board may consider evidence which was unknown to the parties at the time of Levels I, II, and III proceedings. The decision of the Board as to the disposition of the grievance shall be final.

13.7.2 Notification of the final decision to the parties concerned will be made within seven (7) duty days after submission of arguments to the Board in executive session. The Board will see that the disposition of the grievance is expeditiously implemented if any action is appropriate.

13.8 General Procedures

13.8.1 Since it is important that grievances be processed as rapidly as possible, 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 be extended by the mutual consent of the District and the Association.

13.8.2 In the event grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed, if possible, prior to the end of the school year, or as soon thereafter as is practicable.

13.8.3 The Superintendent, or designee, and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under law which is relevant to the issues raised by the grievance.

13.8.4 No grievance shall be recognized unless it shall have been presented at the appropriate level within ten (10) duty days after the aggrieved knew of the act or condition and its aggrieved nature that form the basis of the grievance, and if not so presented, the grievance will be considered as waived.

13.8.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified.

13.8.6 Neither the Board nor any member of the unit shall take reprisals affecting employment status of any unit member, any party in interest, or any other participant in the grievance procedure by reason of such participation.

13.8.7 Should the investigation or processing of any grievance require that a unit member or an agent of the Exclusive Representative be released from regular assignment, such person shall be released without loss of pay or benefits.

13.8.8 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the unit member's personnel file.

13.8.9 Any grievance not appealed to the next step of the procedure within the prescribed time limits, or mutually agreed upon extensions relating thereto, shall be considered settled on the basis of the answer given at the preceding step unless a statement of withdrawal is transmitted by the aggrieved.

13.8.10 Action by a unit member to challenge or change the provisions of this Agreement are not within the scope of the grievance procedure.

13.8.11 If the grievance arises from action or any inaction on the part of a member of the administration at a level above the Principal or immediate supervisor, the aggrieved shall submit such grievance in writing directly to the Superintendent (Level II).

ARTICLE 14

EFFECT OF AGREEMENT

14.1 All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to the Act, in effect in the District prior to and at the time this Agreement is signed are, null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein.

14.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations and reopener rights during the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

14.3 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

14.4 Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

14.5 There shall be two signed copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the Association.

14.6 Within one month of ratification of this Agreement by both parties, the District agrees to print and distribute sufficient copies of the Agreement to all members of the unit. The Board shall bear the costs of printing the Agreement and the Association shall provide members to assist in the preparation of the final copies.

ARTICLE 15

NO STRIKE, NO LOCKOUT

15.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Association, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and will undertake to perform work duties as required in this Agreement, and will undertake to exert the best efforts to discourage any such acts by any members of the unit. During the terms of this Agreement the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.

15.2 Violation of this Article by the Association or by any person covered by this Agreement may subject the Association or the individual to penalties to be determined by the Board.

ARTICLE 16

PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

16.1 A unit member may request a reduced work load with full retirement credit. The District shall review the needs of the District and may grant reduced work load provided that vacancies exist and subject to the following conditions:

16.1.1 The option of the part-time employment may be exercised only by request of the unit member, for a period of not to exceed ten (10) years, and can be revoked only with the mutual consent of the Board and the unit member.

16.1.2 The unit member shall have attained age fifty-five (55) prior to the reduction of the work load under the plan and prior to the beginning of a school year.

16.1.3 The unit member may participate in the program for not more than ten (10) years, or until age sixty-five (65), whichever comes sooner. The unit member shall agree to retire at the end of this period. Unit members may not participate after the age of sixty-five (65).

16.1.4 The unit member shall have completed ten (10) years of active service employed in this District under the provisions of the State Teachers' Retirement System, of which five (5) years immediate preceding reduced service shall have been full-time.

16.1.5 The unit member shall make contributions to the Retirement System as though they were working full-time and receiving full salary, and the share over the percentage actually worked would be payable by the District.

16.1.6 The unit member shall be paid a salary which is the pro-rate 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 payments that would be required if they remain in full-time employment.

16.1.7 The unit member shall receive full District benefits as though rendering full-time service.

16.1.8 Reduced service shall be based on a full school year and the minimum compensation paid or time worked must be equal to no less than one-half (1/2) time. The reduced service may be on a daily schedule or full time for at least one-half (1/2) year; however, all contributions must be paid monthly to the State Teachers' Retirement System.

16.1.9 A unit member who is interested in participating in the program shall contact Administrative Services. The appropriate administrator shall schedule a meeting with each unit member to develop a mutually agreeable program for such unit member. A written agreement between the unit member and the District will be prepared and signed outlining the job description, duties, and location(s) of the assignment, and dates of employment on a yearly basis.

ARTICLE 17

EARLY RETIREMENT CONSULTANT PLAN

17.1 Conditions for participation in the early retirement plan:

A. Satisfactory service in the District for a minimum of fifteen (15) years and placement on Column IV on the salary schedule.

B. Between ages 55 and 65 and eligible to retire according to STRS.

C. Retire from the District and become an independent contractor.

D. Types of services to be mutually agreed upon in writing between the independent contractor and the District.

E. Five (5) year duration maximum or age 65, whichever occurs first.

F. Independent contractor will provide thirty (30) days of service to the District.

G. Maximum payment for each year of consultant service will be set at the time agreement is reached between the District and the independent contractor but in no case may payment exceed STRS maximum allowance or be less than the per diem rate of the independent contractor in their last year of services as an employee of the District.

H. The independent contractor may terminate the service contract after the fiscal year.

I. The district may terminate the service contract at the point where the service has been deemed to be unsatisfactory in terms of the agreement under subsection (d).

J. The independent contractor may continue to have their share of medical insurance costs paid by the District as provided by in section 7.6.1 for a maximum of five (5) years between the ages of 55 to 65.

ARTICLE 18

MASTER TEACHERS

18.1 The Board's agreement with the college or university placing student teachers shall provide that such college or university make payment to the student teacher's supervising teacher, in either of the following forms:

A. Direct cash payment as provided by college or university or,

B. Allowance of tuition-free credits as provided by college or university.

18.2 The provisions of Section 18.1 are applicable only if the college or university provides direct cash payment or tuition-free credits.

18.3 In the absence of intentional misconduct or negligence, a unit member shall not be held accountable by the Board for any injuries caused or suffered by the student teachers.

ARTICLE 19

SUMMER SCHOOL / INTERSESSION

19.1 Anticipated summer school/intersession openings shall be posted by the Board on every staff bulletin board no later than four (4) school weeks prior to commencement of sessions.

19.2 Summer school/intersession assignments shall be based on a minimum beginning enrollment of thirty-two (32) per class and a maximum attendance of thirty-five (35) by five (5) duty days before commencement of the scheduled session. Special summer school/intersession programs which by necessity need to exceed the maximum may exceed the maximum with approval of the unit member and principal assigned the special program.

19.3 Summer school/intersession assignments shall normally be made no later than five (5) duty days before commencement of schedule sessions.

19.4 Notification of assignment to summer school/intersession shall be in writing and shall include the location of the assignment and the subject to be taught.

19.5 No unit member shall be required to teach summer school/intersession; however, once a unit member agrees to serve in a particular assignment, the Board shall not change such assignment unless there is insufficient enrollment.

19.6 The length of summer school/intersession instructional teaching day shall not exceed two hundred forty (240) minutes.

ARTICLE 20

JOB SHARES

20.1 Unit members may request to participate in a job sharing plan at grades K to 6 subject to the recommendation of the Principals/supervisors involved, and the sole discretion and approval of the Superintendent.

20.2 The number of job shares will be limited to thirty (30) job shares or 10% of the total certificated regular education classroom FTE, whichever is greater.

20.2.1 The number of job shares at a school site will not exceed one (1) per grade level. A job share for a combination class will count for one grade level or the other, but not both.

20.3 Job shares shall be 50/50. Exceptions may be appealed to and approved by Cabinet. Existing job shares consisting of different contractual percentages shall be permitted to continue as long as they are filled with the same employees holding such job shares at the time of this agreement. In the event an existing job share changes employees, the job share will be terminated or will conform to the 50/50 contractual percentage in accordance with this clause.

20.4 Approval of job shares in Special Education classrooms will be at the discretion of the District. Special Education job shares will not be subject to Articles 20.2 and 20.2.1. Such job shares will be subject to the needs of the District and in consideration of IEP services.

20.5 Access to Job Shares

20.5.1 Only tenured teachers may participate in a job share.

20.5.2 Application for a job share shall be completed no later than the date when teacher "Assignment Preference Forms" are due. Job share proposals submitted after this deadline will be considered based on availability. Placement and approval of job shares will be at the discretion of the administrator. Said application shall include a detailed plan of how the proposed job sharing will function and its design to avoid the impairment of educational opportunities/experiences for students in the job shared classes.

20.5.3 On an annual basis, unit members interested in continuing in a job share shall submit intent to continue in writing to Administrative Services in accordance with Article 20.5.2 The maximum duration of a job share shall be limited to three (3) years, after which, the job share will be subject to re-application. The intent of the job share program is to provide equal opportunities for all unit members who are interested in job shares within the limitations stipulated in Articles 20.2 and 20.2.1.

20.5.4 Notice about singleton job shares will be available in all school buildings and on the District website for the ensuing school year. Unit members who desire to

participate in the job share may file a written statement of such desire with the Office of Administrative Services. It shall be teacher responsibility to determine the personnel make-up of a job share subject to Article 20.5.1.

20.6 A job sharing plan previously approved for the full school year may be terminated at the end of the first semester, at the District's sole and exclusive discretion. An Employee in a job sharing plan at the end of first semester termination by the District shall be offered a full-time position.

20.7 If the District determines that job sharing plan(s) will not be available for a subsequent school year, employees in said plan(s) shall be offered full-time employment in the District for such subsequent year.

20.8 Unit members occupying shared jobs shall be required to provide the complete range of adjunct duties required of unit members, and normal conference period availability provided by unit members. Responsibilities of a job sharing assignment shall be allocated in accordance with a job sharing assignment plan approved by the immediate supervisor.

20.9 Both unit members in a job share will attend all mandatory staff development activities. In the event a unit member is unable to attend such activities due to unusual circumstances, prior to the scheduled staff development, the unit member will arrange an alternative means to fulfill the staff development requirement. The alternative means shall be mutually agreed upon by the site administrator and the teacher. Both unit members in a job share will attend Back to School Night.

20.10 Unit members occupying a shared job shall receive prorated salary and prorated fringe benefits, i.e., 50% of salary and 50% of employee contribution to health and welfare benefits premium. To receive health and welfare benefits, job sharers must remit 50% of annual premiums to the Business Office in accordance with current practices. Notwithstanding the above, one member of a job sharing team may waive their right to the 50% District Health and Welfare Benefits contributions so that the other member of the team will receive a 100% District contribution.

20.11 Teacher-initiated Job Share Dissolution

20.11.1 In the event of a teacher-initiated job share dissolution, Article 9.2.3 will apply.

20.11.2 In the event of the dissolution of a job share involving a reduced workload employee and said employee and the District are unable to fill the job share with an eligible employee per Article 20.5.1, the District reserves the right to place a non-tenured employee in the job share. The District shall notify TOE in writing if a non-tenured employee is placed in such a job share.

20.12 The District and the Association agree that the decision to approve or terminate job sharing plans shall not be subject to the provisions of Article 13 of this Agreement (Grievance Procedure).

ARTICLE 21

MENTOR TEACHER PROGRAM

For the duration of the current contract, this program is not in effect.

ARTICLE 22

SIXTH GRADE CAMP

22.1 All 6th grade teachers in the Encinitas Union School District are required to participate in the week-long Outdoor School Program. However, a unit member may arrange an exchange with another staff member at the unit member's site for the performance of entire camp duties for the one-week period. The site Principal shall be given two weeks advance notice of such exchange.

22.2 All 5/6 grade combination teachers are encouraged to attend for the full week, and a substitute will be provided for the 5th grade students. The minimum amount of time that a 5/6 grade teacher is expected to attend is 3 days and 2 nights.

22.3 The District will provide bus transportation to and from the camp. All other transportation will be at the individual teacher's responsibility.

22.4 A minimum of one certificated staff member needs to be provided for supervision on the bus to camp on Monday, and home on Friday.

22.5 While at camp, teachers have responsibility for promoting socialization and group interaction, positive student behavior, and active participation.

22.6 All teachers will be assigned duties while at camp. Duties include all meals, Monday evening program, and an assortment of other duties such as games, rest supervision, hikes, and a Wednesday evening program according to individual duty assignments.

22.7 Each teacher will be assigned the duty of one all-day adventure hike during the week. Exceptions to this might occur if an individual is not physically able to take part in this activity, and another teacher substitutes for them.

22.8 At least two teachers from the District must be in attendance at camp from the close of the evening program to breakfast the next morning. Once this and other duties are covered, other teachers may be given permission to leave camp, provided they return by 7:30 a.m. the next day. Every teacher is required to spend at least one overnight at camp.

22.9 Visitors are not permitted unless special permission is obtained from the camp school Principal.

22.10 In order to become familiar with the outdoor education curriculum and to observe the students in a different learning environment, teachers are requested to observe a minimum of 50% of the students' learning activities during the week.

22.11 In accordance with existing District practice, the hours of service provided for herein shall constitute an exception to the provisions of Article 6 of the Agreement between the Board of Trustees and TOE.

22.12 The hours of service provided herein are subject to modification based upon standards of service required by the San Diego County Office of Education. However, the impact of such modifications may be a subject of negotiations.

22.13 Teachers who are directed to use their own car to transport emergency cases for medical care or to return the child to their home for any other reason, shall be paid mileage at the standing rate approved by the Board. Further, any teacher who is required to attend to a serious student problem or emergency until 2:00 a.m. shall not be required to work or be at camp until lunch that day.

22.14 Teachers who adhere to the above guidelines and who serve a full week at camp shall earn two days of in lieu time off or two (2) days of compensation at the substitute teacher rate of pay.

22.14.1 A teacher who is assigned to accompany students at sixth grade Outdoor Ed shall use the two (2) days allotted teachers for such service within the same fiscal year in which they were earned. These days will not carryover into the following fiscal year.

22.14.2 In the event a teacher uses the days prior to serving at sixth grade Outdoor Ed and is subsequently unable to perform their duties at Outdoor Ed, the day(s) used will be deducted from the teachers Personal Necessity Leave.

22.14.3 In the event the teacher has exhausted all personal necessity and sick leave, the day(s) shall be deducted as unpaid day(s).

ARTICLE 23

COMPENSATION FOR DISTRICT APPROVED EXTRA CURRICULAR ACTIVITIES AND OFF TRACK RATE OF PAY

23.1 The standard rate for off track hourly pay for special assignments will be established as follows:

23.1.1 Off track rate of pay for which teachers are involved in professional activities that require preparation, construction, presentation, and curriculum writing, and at the written request of the District, shall be calculated on the hourly equivalent of Column 4, Step 1.

23.1.2 Off track rate of pay for which teachers are attending professional development events, and at the written request of the District, shall be calculated on the hourly equivalent of Column 1, Step 1.

23.1.3 These calculations of hourly rate shall be effective November 1, 2006.

23.1.4 In lieu time may be taken in lieu of compensation by mutual agreement.

23.2 Questions concerning the applicability of sections 23.1.1 and 23.1.2 shall be appealed to the Assistant Superintendent of Administrative Services. The Assistant Superintendent of Administrative Services decision shall be final.

23.3 Section 23.1 only applies to additional employment opportunities which the district deems necessary. Nothing herein shall be construed to mean that voluntary unpaid time will no longer be part of the professional responsibility nor that volunteer hours beyond the school day will be compensated.

23.4 Compensation under the above sections shall be inapplicable to those duties required under Section 6.2.4 of the Agreement.

23.5 Those employees selected to provide service in the G.A.T.E. Enrichment After School program and the Family Math and Science Night Programs shall be compensated according to section 23.1 for the standard rate for off track hourly pay.

ARTICLE 24

MODIFIED DAYS

24.1 Modified Days will be used primarily for site team planning and articulation.

24.2 One (1) Modified Day each month may be used for staff development purposes.

24.3 Modified Days will not be used for staff meetings.

24.4 The number of Modified Days that can be used for staff development days will not exceed ten (10) days per school year beginning with the 2003-04 school year.

ARTICLE 25

ACADEMIC FREEDOM

25.1 The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, free from undue pressures of authority, and free to act within the teacher's professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and student learning.

25.2 All instruction shall be fair, accurate, thorough, objective and appropriate to the District curriculum and applicable law. All students should have access to the board adopted curriculum and standards.

25.3 Instruction shall be appropriate to the diverse community needs and the values of our varied cultures and heritages. Academic freedom is essential, and the District acknowledges the fundamental need to protect a teacher from censorship or restraint, which might interfere with the teacher's obligation to pursue academic excellence in the performance of their teaching functions.

25.4 Grades given to each student shall be determined by the teacher(s) of the class as applicable to Education Code 49066 and 49067.

25.5 Each teacher shall promote an atmosphere in the classroom which is conducive to free and open inquiry.

25.6 Teachers shall adhere and teach the curriculum and standards established by the District. They may also support or differentiate the curriculum to meet the diverse needs of the classroom and as may be required by law.

ARTICLE 26

TERM OF AGREEMENT

26.1 The collective bargaining agreement will commence July 1, 2019 and continue in effect until June 30, 2022. There are re-openers for the duration of this three-year agreement.

ENCINITAS UNION SCHOOL DISTRICT

Dr. Andrée Grey, Ed.D., Superintendent

January 4, 2021

Date Signed

TEACHERS OF ENCINITAS

Arlene Oyagi, TOE President

January 4, 2021

Date Signed

Appendix A-1: **ENCINITAS UNION SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE**

July 1, 2020 - June 30, 2021

STEP	COLUMN 0 < 15 UNITS & INTERNS	COLUMN I 15-44 UNITS	COLUMN II 45-59 UNITS	COLUMN III 60-74 UNITS	COLUMN IV 75 + with MASTERS	STEP
1	$44,522	$48,084	$51,646	$55,207	$58,769	1
2		50,755	54,317	57,879	61,440	2
3		53,426	56,988	60,550	64,112	3
4		56,098	59,659	63,221	66,783	4
5		58,769	62,331	65,893	69,454	5
6		61,440	65,002	68,564	72,126	6
7		64,112	67,673	71,235	74,797	7
8		66,783	70,345	73,907	77,468	8
9		69,454	73,016	76,578	80,140	9
10		69,454	75,687	79,249	82,811	10
11		69,454	78,359	81,920	85,482	11
12		69,454	81,030	84,592	88,154	12
13		69,454	83,701	87,263	90,825	13
14		69,454	83,701	89,934	93,496	14
15		69,454	83,701	92,606	96,168	15
16		69,454	86,373	95,277	98,839	16
17		69,454	86,373	97,948	101,510	17
18		69,454	86,373	97,948	104,181	18
19		69,454	86,373	97,948	106,853	19
20		69,454	86,373	97,948	109,524	20
21		72,126	89,044	100,620	112,195	21
22		72,126	89,044	100,620	112,195	22
23		74,797	91,715	103,291	114,867	23
24		74,797	91,715	103,291	114,867	24
25		77,468	94,387	105,962	117,538	25

HOURLY RATES:

Instructional	$35
Non-Instructional	$28
Site Program Support Teacher	$28
Covid-19 Quarantine Isolation Planning & Prep	$40
Covid-19 Quarantine Isolation Remote Instruction	$50

DISTRICT AND SITE ENRICHMENT TEACHERS (160 day contract)

STEP	Annual	Daily
1	$32,000	$200.00
2	$35,040	$219.00
3	$38,040	$237.75

ANNUAL STIPENDS

Masters Degree	$1,000
Doctorate	$1,500
Nat'l Board Certification	$1,000
Board Certified Behavior Analyst (BCBA)	$1,000
BCLAD or BCC (see TOE 5.1.4)	$1,000
CLAD or LDS (see TOE 5.1.5)	$500

SUBSTITUTE DAILY RATES:

Substitute Daily Rate	$125
Long Term Sub Assignment day 1-10	$125
Long Term Sub Assignment day 11+	$150

NOTES:

A maximum of ten (10) years of experience is given to new employees hired for Special Education and Dual Language Instruction (DLI) TOE unit positions.

A maximum of five (5) years of experience is given to new employees hired for regular education (non-DLI) classes and other TOE unit positions.

Psychologists, Speech & Language Therapists, and Autism Behavior Specialists shall receive a yearly stipend equivalent to a 10% increase in pay.

Board Approved: October 13, 2020

Encinitas Union School District

APPENDIX A-2

SALARY INDEX

Step		Column I (15-44 Units)	Column II (45-59 Units)	Column III (60-74 Units)	Column IV (75+ Units)
1	*1.00	1.08	1.16	1.24	1.32
2		1.14	1.22	1.30	1.38
3		1.20	1.28	1.36	1.44
4		1.26	1.34	1.42	1.50
5		1.32	1.40	1.48	1.56
6		1.38	1.46	1.54	1.62
7		1.44	1.52	1.60	1.68
8		1.50	1.58	1.66	1.74
9		1.56	1.64	1.72	1.80
10			1.70	1.78	1.86
11			1.76	1.84	1.92
12			1.82	1.90	1.98
13			1.88	1.96	2.04
14				2.02	2.10
15				2.08	2.16
16			1.94	2.14	2.22
17				2.20	2.28
18					2.34
19					2.40
20					2.46
21		1.62	2.00	2.26	2.52
22					
23		1.68	2.06	2.32	2.58
24					
25		1.74	2.12	2.38	2.64

* Step 1 (1.00) equals $44,522 on the salary schedule