



AGREEMENT

between

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

and

SAN LUIS COASTAL TEACHERS ASSOCIATION

July 1, 2019 – June 30, 2022

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AGREEMENT

THIS AGREEMENT, was tentatively made on the 19th day of May, 2019, and adopted by the Board of Education this 4th day of June, 2019, by and between the SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, (the "District") and SAN LUIS COASTAL TEACHERS ASSOCIATION, (the "Association"). This agreement constitutes a bilateral and binding agreement pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.

ARTICLE I - RECOGNITION

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

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

The parties agree that the unit so described shall be the only appropriate unit. It is further agreed that neither party will seek by any means, including but not limited to, PERB proceedings, to amend or change the unit in any way. However, the Association shall have the right to seek clarification by PERB proceedings on any new position not specified in the above unit description. It is further agreed that either party, upon request, will discuss proposed changes in the unit and such changes can be made upon mutual agreement.

ARTICLE II - RETAINED DISTRICT RIGHTS

A. General Provisions

This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as:

1. Expanding the rights of the District beyond statutory and constitutional limits;
2. Waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or
3. Waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also, it is recognized that many of the following matters fall within the scope of the Association's consultation rights under Article III; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

Subject to the foregoing qualifications, it is agreed that all matters which are beyond the scope of negotiation in Government Code Section 3543.2, and also all matters, powers and rights which are not limited by the terms of other Articles of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to:

1. Determine the legal, operational, geographical, and organizational structure of the District;
2. Determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements posed by law or by funding sources as a condition of receiving funds;
3. Determine all budget matters and procedures, including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement;
4. Determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each of such properties;
5. Determine the duties and services to be rendered to the public and the services to be rendered to the District personnel in support of the services rendered to the public; methods, frequency and standards of services; performance standards (subject to the procedures of Article VII, Evaluations); job content and qualifications; and the personnel, supplies, materials and equipment to be used in connection with such services;
6. Determine, to the extent permitted by the Education Code and subject to the provisions of Article XVIII.A, the utilization of persons not covered by this Agreement to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel;

7. Determine (subject to Article III-G, Consultation) the educational policies, procedures, objectives, goals and programs, including those relating to curriculum, textbook selection, pupil placement, guidance, grading, testing, records, pupil conduct and discipline, and extracurricular and co-curricular activities;
8. Select, classify, direct, utilize, promote, demote, discipline (subject only to Article VIII, Discipline), lay off, and terminate any personnel of the District, subject to Education Code restrictions upon same,
9. Assign employees to any location (subject to Article XI, Transfer Procedures), and also to any facilities, classrooms, activities, academic subject matters, specialties, departments and grade levels;
10. Determine staffing patterns, including but not limited to the number of employees;
11. Determine the job classifications and the content and qualifications thereof;
12. Determine equal employment policies and programs;
13. Determine the dates, times and hours of operation of any District facility, function, service or activity, and the assignment of paid duty days beyond the regular work year (subject to Article VI, Hours);
14. Determine safety and security measures for employees (subject to Article XIII, Safety Conditions), students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters; and
15. Determine the rules, regulations and policies for all employees, students, and the public (subject only to the limitations of the other Articles of this Agreement).

B. “Determine” Defined

It is understood that the right to “determine” as used in Section A above includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters, and includes the effects of the exercise of such rights.

C. Non-enumerated Rights

The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District’s rights. The exercise of any right reserved to the District in this Article in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District’s right or preclude the District from exercising the right in a different manner.

D. Exclusion from Grievance Procedure

It is agreed that the contractual rights of the Association and of unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise

of such rights, is not subject to the grievance provisions set forth in Article IV. Provided, however, that nothing contained herein shall be construed to prevent the filing of grievances (pursuant to Article IV) contending that the District has violated an express term of some other article of this Agreement which has not by its own terms been excluded from the grievance procedure.

ARTICLE III - ASSOCIATION RIGHTS

A. Right to Represent

The Association shall have the right to represent unit members in grievance matters as provided in Article IV, and also in any disciplinary or discharge proceedings.

B. Right to Associate

The District and Association recognize the right of unit members to join and participate in lawful activities of the Association consistent with the other terms of this Agreement, and the equal alternative right of unit members to refuse to join or participate in Association activities.

C. Rights of Access, Communication, and Use of Facilities

The Association shall have the right of access at reasonable times to areas in which unit members work, the right to use bulletin boards, mail boxes and other means of communication, subject to reasonable rules and regulations, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Educational Employee Relations Act, as follows:

1. Access: Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator. Such visits shall not cause any interruption to the school program.
2. Communication: The Association shall be entitled to post notices regarding Association matters on a staff bulletin board in each school complex. The Association shall be entitled to the use of mailboxes for communication to employees regarding Association matters. Such communications shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications. No cost or legal liability shall be imposed on the District for any Association communications.
3. Use of Facilities: The Association may use school facilities for meetings either before or following employees' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or they are otherwise unavailable for use. Such meetings shall not interfere with the services of the employees or the school program.

D. Board Agenda

The District shall electronically provide to the Association one (1) copy of the Board agenda and minutes of the prior Board meetings in advance of each Board meeting, when requested.

E. New Bargaining Unit Member Information

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

1. Name
2. Year of Birth
3. Home Address

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

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

F. Bargaining Unit Member Information

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

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

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

G. New Bargaining Unit Member Orientation

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

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

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

H. Consultation Rights

The Association has the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. Such consultation shall commence upon request, and the District shall not effectuate District-wide changes in such matters without first giving the Association an opportunity for discussion and good faith consideration of Association interests expressed in such discussions. The District may in its discretion also consult with the Association on any other matter.

I. Released Time

The Association President/designee may use up to twenty (20) days of released time per school year for Association business. In addition, the members of the Executive Board of the Association may each use up to five (5) days of released time per year for Association business, and the members of the Association Bargaining Team may each use up to five (5) days of released time per year for purposes of negotiations preparation. All of the above released time shall be without loss of pay to the employee; however, the Association will reimburse the District for the cost of any substitute required.

The Association Bargaining Team may also use released time for face-to-face negotiations with the District. The Association's bargaining team shall not exceed six (6) members. The Association is not required to reimburse the District for the cost of substitutes obtained for released time for face-to-face negotiations.

The Association President shall be entitled to be released from his/her regular duties on a 20% basis, at the District's cost. One of the purposes of the release time shall be to proactively address issues of concern between the Association and the District. To that end, the Association President and the Superintendent shall agree upon a regular meeting schedule between the Association President and designated District administrators. Unless the parties agree otherwise, the Association's entitlement to Presidential release time at District cost shall sunset on June 30, 2022.

J. Collaborative Resolution Team Meetings

The District Superintendent and the Association President shall each appoint an agreed upon number of members to a Collaborative Resolution Team (CRT) to address District-wide policy or practice issues of concern. CRT meetings shall be calendared monthly on an annual basis so that meetings are scheduled in

advance to address District-wide policy or practice issues of concern as they arise. The CRT shall meet promptly when meetings are requested. The District Superintendent and the Association President shall determine if the meetings are, in fact, needed, as well as the CRT composition, the number of people to attend the CRT meetings, and the content of the meetings. The purpose of the CRT is to address issues of District-wide policy or practice on a proactive basis.

ARTICLE IV - GRIEVANCE PROCEDURES

A. Definitions and General Provisions

1. Grievance Defined: A “Grievance” is defined as a statement by a unit member, or by the Association on behalf of one or more unit members, that the District has violated an express term of this Agreement and that by reason of such violation the unit member’s rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of this procedure; also excluded are those matters so indicated elsewhere in this Agreement. The respondent in all cases shall be the District itself, rather than any individual administrator. The Association may grieve on its own behalf only with respect to alleged violations by the District of rights expressly reserved to the Association in this Agreement. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. If a unit member believes that the District has violated a provision of this Agreement, he or she should continue to follow the direction of the administrator while processing the grievance.
2. Confidentiality: The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to grievances. In order to encourage a professional and harmonious disposition of complaints, it is agreed that from the time a grievance is filed until it is processed through the final step of these procedures, neither the grievant or the Association nor the District should make public either the grievance or evidence regarding the grievance.
3. Representation Rights: The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings (except that such representation will normally not occur at the informal level), and administrators shall be entitled to invite other members of management to grievance meetings if the grievant is accompanied by a representative. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance beyond the informal level until the Association has received a copy of the grievance and the proposed resolution, and has been given an opportunity to state in writing its view on the matter.

B. Informal Level

Before filing the formal written grievance, the grievant shall make a reasonable attempt to discuss and resolve the matter by means of an informal conference with the immediate administrator. Such a conference shall normally be limited to the grievant and immediate administrator; however, if the grievant feels that he or she cannot make such an attempt without a representative or other advisor being present, he or she may be accompanied by such a person. If this occurs, the administrator may invite another management representative to attend.

C. Formal Steps

1. Step One: Within twenty (20) working days* after the grievant knew, or reasonably should have known, of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator.

The written grievance shall fully state the facts surrounding the grievance and identify the provisions of this Agreement alleged to have been violated, the circumstances involved, the decision (if any) rendered at the informal conference, and the remedy sought. The statement will be signed and dated by the unit member(s) or by an Association Representative on behalf of the

unit member(s). A meeting with the grievant and immediate administrator will be arranged to review and discuss the grievance at a mutually agreed upon time. Such meeting will take place within five (5) working days from the date the written grievance is received by the immediate administrator. The immediate administrator will give a written reply by the end of the fifth working day following the date of the meeting, and the giving of such reply will terminate Step One.

2. Step Two: If the grievance is not settled in Step One, the grievant may present the grievance to the Superintendent or his designee within five (5) working days after the termination of Step One and a meeting will be arranged to review and discuss the grievance. Such a meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or his designee. A written decision shall be rendered by the Superintendent or his designee within five (5) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Association and such delivery shall terminate Step Two.
3. Step Three: If the grievance is not settled in Step Two, and the Association desires to proceed further, it shall within ten (10) working days after the termination of Step Two, so notify the District. Within the ten (10) working days following such notice, either the Association or the District may, by notice to the other, cause the matter to be submitted to mediation. If neither party requests mediation, then Step Three is deemed terminated. If mediation is requested, the parties shall contact the State Mediation and Conciliation Service for the assignment of a mediator and schedule the mediation. Unless mutually agreed otherwise, the completion of the mediation process without an agreement shall terminate Step Three.
4. Step Four. Grievances which are not settled at Step Three and which the Association desires to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Three. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

* A “working day” is a day in which the District central office is open for business, except days which fall during the winter or spring break.

D. Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the District receives the written notice of the Association’s desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said ten days, the parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will then be selected from such list by alternate striking of names, with the choice of first strike determined by coin toss.

E. Determination of Arbitrability

If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable continuance between such a ruling and any further proceedings which may be necessary. The District may also, at its option, have such a claim heard without prejudice along with the merits of the case. If the District should instead choose to refuse to proceed to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

F. Limitations upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy, if any. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties, and upon arguments presented in briefs.

The function and purpose of the arbitrator is to rule on any question of arbitrability (if submitted), determine disputed interpretations of terms actually found in the Agreement, determine the facts in dispute, and determine appropriate remedies (if any). The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detracting or revision) of the written terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

G. Arbitrator's Decision

The decision of the arbitrator within the limits herein prescribed shall be deemed final and binding on all parties.

This grievance and arbitration procedure is to be the unit members' and Association's sole and final remedy for any claimed breach of this Agreement.

H. Expenses

All fees and expenses of the arbitrator shall be borne by the "losing" party (as determined by the arbitrator if the final result is mixed). However, in discipline arbitrations under Article VIII the arbitrator's fees and expenses shall be split equally between the District and the Association. Each party shall bear the expense of the presentation of its own case, with the exception of release time which shall be provided in Part J of this Article.

I. Effect of Time Limits

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

J. Reasonable Release Time for Processing Grievances

Grievance meetings will be scheduled by the District at mutually convenient times and places during District business hours. Normally such meetings shall be scheduled in such a manner that they will not conflict with regular duties. However, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable release time (including necessary travel time) without loss of salary will be provided to the grievant and his/her authorized Association representative, if any.

K. No Reprisals

There shall be no threats or reprisals against a unit member for utilizing these grievance procedures or for assisting a grievant in these procedures. The Association itself may file a grievance alleging a violation of this particular provision.

L. Separate Grievance Files

All documents, communications and records dealing with the processing of a grievance will be filed in a separate confidential grievance file located in the human resources office and will not be kept in the personnel file of any of the participants. Access to grievance files shall be limited to administrative personnel who have a legitimate need to have such access.

The grievant and the Association shall be permitted to view any grievance documents which were exchanged between the parties as a part of the grievance procedures, including the grievance itself, the replies at each step, and correspondence between the parties.

M. Expedited Arbitration Procedures

Upon mutual agreement of the District and Association, the parties may proceed to arbitration in any particular case under such expedited procedures as they may determine to be appropriate.

ARTICLE V - WORK STOPPAGE

Independently of any other applicable legal restrictions upon or remedies for strikes and lockouts, the parties hereto agree as follows:

A. No-Strike

The Association and its affiliate the California Teachers Association agree that neither they nor their officers, agents or representatives shall engage in, instigate, or condone any strike, work stoppage, slowdown, or any other concerted refusal to perform assigned duties. In the event of any such activity or threat thereof, said Associations and their respective officers, agents and representatives shall exert their best efforts to discourage and end same.

B. Unit Member's Liabilities

Any unit member engaged in any strike, slowdown or work stoppage of any nature whatsoever in violation of this Article shall receive no pay for the days involved, and shall be subject to discipline pursuant to Article VIII, or termination pursuant to applicable Education Code procedures.

C. No Lockout

The District agrees that it shall not engage in any lockout of the unit members. A lockout is defined as, and limited to, a withholding of the unit members' employment by closing the schools for the purpose of gaining concessions from or resisting demands of the Association; it does not include terminations of personnel, reductions in programs, or any closure of schools due to budgetary necessity, emergency or other similar cause.

ARTICLE VI - HOURS OF WORKA. Mandatory Work Year

Unless otherwise noted below, the total number of mandatory assigned duty days for unit members shall be 186, composed of 180 instructional days, three (3) days of mandatory staff development for secondary staff and two (2) full days and two (2) minimum days of mandatory staff development for elementary staff; one (1) unit member “set-up” day; one (1) unit member “take down” day; and one (1) non-instructional unit member duty day. No mandatory meetings will be held on the “take down” or “non-instructional” duty days. Mandatory meetings on the “set-up” day shall not exceed sixty (60) minutes. The District shall be responsible for the planning and implementation of the staff development days, with input from the Association.

1. Mandatory Work Year for School Librarians. School Librarians shall work a mandatory work year of 196 days.
2. Mandatory Work Year for School Nurses. School Nurses shall work a mandatory work year of 190 days. During March of each school year, the nurses shall develop and submit a proposed work calendar for approval by the District. The District shall retain the final right to assign work days to all nurses for the upcoming school year, including ESY for the upcoming summer, following consultation with these unit members.
3. Mandatory Work Year for Agricultural Teachers. Agricultural teachers shall work a mandatory work year of 211 days.*
4. Mandatory Work Year for Secondary Counselors. Secondary Counselors shall work a mandatory work year of 193 days.
5. Mandatory Work Year for Teachers on Special Assignment. Teachers on Special Assignment shall work a mandatory work year of 206 days. Days worked in excess of their mandatory 206 duty days shall be paid on a per diem basis.
6. Mandatory Work Year for Program Specialists. Program Specialists shall work a mandatory work year of 209 workdays per year.
7. Mandatory Work Year for School Psychologists. School Psychologists shall work a mandatory work year of 198 days.
8. Mandatory Work Year for Activities and Athletic Directors. Activities and Athletic Directors shall work a mandatory work year of 215 days.* Athletic Director will be given an additional five (5) per diem days on a timecard.

*The parties recognize that unit members in these positions shall be granted the flexibility to work shorter days on extended work year days. This is due to the extra obligations required for activities/events for which these positions are responsible that occur outside of the regular duty day during the Mandatory Professional Work Year. The parties also recognize that the program needs for these positions are different from the instructional program offered to secondary students. Nonetheless, the parties intend these unit members receive per diem pay and benefits equal to that provided to all secondary unit members for performing equivalent, even if different, work. Thus, the on-site obligation for these unit members shall be equitable to the on-site obligation applicable to all secondary unit members.

Speech Language Pathologist Summer Coverage

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

B. On Site Obligations

1. The professional duties of unit members require both on-site and off-site hours of work, and the total time necessary to perform all professional duties will vary from day to day and from unit member to unit member. However, the normal scheduled on-site obligation shall not exceed the following:

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

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

Special Education Teachers
Speech/Language Hearing Teachers

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

2. Elementary Instructional Time

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

3. Secondary Instructional Time

Given a regular 7 hour and 40 minute on-site work day for full-time middle school and high school teachers, the District shall reserve three hours of that work day (annualized) for non-teaching activities, unless a school chooses to develop and approve a schedule, as provided below, with less than three hours of non-teaching time. Activities designated as "non-teaching" shall include a 30-minute duty-free lunch, preparation time, and passing periods. Other activities designated as "non-teaching" shall include but not be limited to supervision duties, teacher collaboration, and in-class time where full student attendance is not required.

4. Management Team

The Management Teams at high schools and middle schools shall determine the structure of the instructional day/year (e.g. block schedule, six period schedule, etc.) consistent with the following:

- a. The schedule must comply with District policy and standards, and State and Federal laws and regulations;
- b. The schedule must comply with provisions of this Article and this Agreement;
- c. Teachers shall be teaching students in regular classroom instruction for 280 minutes per day on an annualized average, although minor variances are acceptable if they are necessary to make a particular schedule work;
- d. The schedule must insure compliance with the minimum number of annual instructional minutes as required by law and
- e. To permit the Management Team flexibility to determine the instructional day/year schedule, it may include class sizes that exceed the individual class maximum of 35. If such class sizes are disclosed as part of the plan prior to approval, approval of the plan shall be regarded as automatically satisfying important instructional needs under Article X.C.

The Management Team shall be composed of no less than twelve (12) people, two-thirds of whom shall be classroom teachers with one-half the classroom teachers elected by their associates. Changes in the structure of the instructional day/year are subject to approval by a secret ballot majority vote of the site SLCTA members, plus approval by the Board of Education.

If, after all reasonable efforts, the Management Team's proposed instructional day/year schedule remains unacceptable to either the site SLCTA members or the School Board, the instructional day/year schedule at that school shall revert to a six-period day in which teachers teach five regular periods, consistent with the above-described minimum standards.

C. Exceptions to On-Site Obligation

Unit members may leave after the student day has ended and their professional on-site responsibilities as defined in sections D1 and D2 have been completed rather than necessarily observing the normal minimum on-site hours provided they give notice to the site administrator and school office. "After the student day" means after the end of the last scheduled period at secondary schools; after the individual unit member's class has been dismissed at the elementary schools; and for all other unit members, after the last class has been dismissed at the school to which the unit member is assigned, or 3:30 p.m., whichever comes first.

D. Additional Duties Relating to Unit Member's Regular Assignment

Each unit member is responsible for performing duties which are reasonably related to his/her regular assignment, depending upon the educational program and pupil needs. See also sections 1, 2 and 3, below, which contain related provisions.

1. Professional duties which may routinely require work outside the described normal scheduled on-site hours include:
 - Planning and preparing lesson plans.
 - Selecting materials for instruction.
 - Reviewing and evaluating work of pupils.
 - Conferring with pupils and/or parents.
 - Keeping records.
 - Department and/or grade level meetings

- Proper use and control of District property, equipment, material, and supplies. (This is not intended to have any bearing upon the financial liability, if any, of unit members who are entrusted with District property, equipment, material, or supplies.)
2. Professional duties under the direction of the site or District administration and required within the normal scheduled on-site hours (excluding lunch) include:
 - Conferences with staff, teacher and parent and/or student.
 - Supervising pupils and activities related to the unit member's regular assignment.
 - Participating in professional activities related to the unit member's regular assignment.
 - Participating in staff development programs relating to the unit member's regular assignment.
 - Other reasonably related duties as assigned.
 3. Professional duties under the direction of the site or District administration and required beyond the normal scheduled on-site hours include:
 - Participating and supervising Back-to-School, Open House, an information night, and graduation.
 - Attendance at faculty meetings—There shall be no more than two per month which require attendance beyond the normal scheduled on-site duty hours, and with no single meeting exceeding 75 minutes beyond such duty hours.

E. Additional Duties with Extra Pay

Selected duties beyond the normal scheduled on-site hours and/or regular work year for which additional compensation is provided include:

1. Assigned or approved curriculum development (creating and/or writing new programs and/or new curriculum) will be paid as follows:
 - If on a day which is not a normal scheduled work day, compensation will be paid based on the unit member's per diem rate.
 - If on a scheduled work day but outside the normal scheduled on-site hours, compensation will be paid at the teacher hourly rate.
2. Participation in District offered in-services and District offered workshops, beyond the normal scheduled on-site hours or on a day that is not a scheduled work day will be paid at the teacher hourly rate.

F. Supervisory and Advisory Duties Beyond Those Relating to a Unit Member's Regular Assignment.

1. Elementary Supervisory and Advisory Duties

Each unit member shall also be responsible for the performance of supervisory and advisory duties in addition to those which are directly related to his or her other regular instructional assignment. Such duties shall be equitably distributed among unit members at the site. Examples are supervising of playground, campus, bus and cafeteria activities, and preparing for and supervising after-school and/or evening events and activities other than those referred to in Section D.1. above.

2. Secondary Supervision Duties Within the Duty Day

Middle and high school classroom teachers (except Continuation Education personnel) may also be assigned pupil supervision duties during their normal on-site hours. Such supervision time is to be used pursuant to the reasonable direction of the site administrator and must be equitably distributed among the teaching staff over the course of the school year.

3. Secondary Supervisory and Advisory Duties Beyond the Normal On-Site Duty Hours

Duties of this kind shall be reasonably and equitably assigned among the staff at the site, with consideration given to the voluntary preferences of individual staff members. Distribution of extracurricular time and assignments are to be based upon a maximum of four-hour time segments with the total not to exceed 10 hours per year.

G. Secondary Preparation Period

Each regular, full-time middle and high school classroom teacher shall be afforded preparation periods equivalent to a class, consistent in length with the master schedule cycle of classes for the site. Preparation periods shall be used for professional, job related work including preparation for classes, preparation of teaching materials, and conferences with administrators, staff, counselors, students and parents. During the scheduled preparation period, unit members shall not normally be expected to perform pupil supervision or classroom teaching duties. However, they may be required to do so in emergencies, or where another unit member is absent and no substitute is readily available to cover the assignment or when needed to cover for a teacher who is engaged in assigned athletic or other extra-curricular activities. The affected unit member shall be paid for such duties at the teacher hourly rate. Reasonable effort shall be made to limit the number of such assignments, and such assignments shall be reasonably distributed to the extent individual schedules permit.

H. Elementary Preparation/ Supervision Time

Within the normal scheduled on-site obligation of full-time elementary classroom teachers, all time not scheduled for classroom instructions, recess or lunch shall be devoted to the performance of non-classroom teaching duties, preparation, conferences with pupils, parents, staff and administrators, and the supervisory and other duties indicated in Section B of this Article.

The District shall provide each full-time classroom teacher of grades 4-6 preparation time of 150 minutes per week. The District shall provide each full-time classroom teacher of grades Preschool –grade 3 preparation time of 100 minutes per week. The District shall provide each full-time elementary music and P.E. teacher preparation time of 100 minutes per week. Preparation time will not include travel, lunch or breaks. Preparation time lost as a result of minimum days, holidays, and non-student days shall not be the responsibility of the District, excepting that, on minimum days, a modified preparation schedule will be maintained so that over the course of the year, the preparation time on such days is distributed equitably. The District shall avoid scheduling meetings during this time, as it has been allocated primarily for individual preparation.

I. Elementary Teacher Collaboration Time (TCT)

1. TCT shall be for teacher collaboration and shall be scheduled within the teacher duty day.

2. TCT shall be used only for department meetings, grade level meetings, interdisciplinary meetings, cross-grade level meetings, staff development activities, improvement planning, preparing assessments, analyzing data, and designing instructional strategies as a group.
3. Notwithstanding the definition of TCT in 2b) above, 60% of TCT may be used by teachers for preparation annually.
4. Twenty percent (20%) of TCT shall be directed by classroom and itinerant teachers.
5. Twenty percent (20%) of TCT shall be directed by site administrators.
6. TCT schedules shall be determined at individual school sites.

J. Duty-Free Lunch

During the 30-minute uninterrupted duty-free portion of the lunch period, unit members will not be expected to perform pupil supervision or classroom teaching duties, except when their services are needed in emergency situations which could not normally be anticipated.

K. Parent Conferences and Focus Weeks

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

Elementary teachers will not be required to attend any meeting, workshop, or in-service for longer than 15 minutes during the week prior to elementary parent conferences and during the week of elementary parent conferences unless needed to comply with the law or in an emergency. Secondary teachers will not be required to attend any meeting, workshop, or in-service for longer than fifteen (15) minutes during the week prior to secondary finals and the week of secondary finals. These weeks shall be declared *Focus Weeks*.

By banking minutes, elementary schools will be dismissed at 1:00 p.m. during parent conference weeks. Prior to parent conference weeks, there will be a full student-free day for preparation for conferences.

L. Pre-School, Transition Kindergarten, and Kindergarten Teachers

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

M. Instructional Calendar

Commencing on or about November 1 each year, a Superintendent's Committee (Calendar Committee), consisting of two administrators, two teachers appointed by the Association, and other advisory members as approved by both, shall develop potential school year calendar proposals for the following two years . No later than December 1 of the year prior to the year of implementation, the Committee shall

recommend instructional calendars to the Board of Education for approval. No year round calendar or a modified/traditional intersession calendar shall be implemented without the negotiated approval of the Association.

The District reserves the right to change the calendars in the event of emergencies such as fire, flood or epidemic, governmental action such as declaration of holidays or school closing, or for any other extraordinary condition. Whenever practicable, the District shall consult with the Association about such changes.

N. Hourly Personnel and Unit Members Teaching Adult School Classes

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

Unit members who teach mandated classes for the Adult School will be paid at the teacher hourly rate. Teachers of non-mandated classes whose enrollment exceeds the minimum paid registration requirements will be paid at the teacher hourly rate. Teachers who teach non-mandated classes whose enrollment has not met minimum enrollment requirements may, if both the District and the teacher agree, teach the course and be paid an amount equal to 80% of the total registration fees paid for that class. Also, the District and a teacher of a non-mandated class may in their discretion agree to a rate of pay in excess of the teacher hourly rate.

O. Special Education Release Days and Supplemental Supports

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

ARTICLE VII - EVALUATION PROCEDURES

A. Evaluation Frequency and Time Lines

1. There shall be a formal written evaluation for unit members new to the profession or the school district (Probationary Certificated Employees) twice each year. These unit members shall be referred to as “Track 1” employees. The first evaluation shall be completed by December 15 and the second evaluation shall be completed no later than thirty (30) calendar days prior to the last student instructional day.

Unless the unit member is designated to receive targeted or intensive assistance, as described below, permanent unit members shall be designated as Track 2 employees.

Track 2 employees shall be formally evaluated at least once every other year unless the Track 2 employee meets the requirements of the law that allows for less frequent evaluations and the Track 2 employee and the evaluator agree to reduce the frequency of evaluations. Education Code 44664(a)(3).

In any year in which Track 2 employees are not subject to a formal evaluation, the Track 2 employee will participate in a self-directed process.

2. Track 2 employees may meet the requirements of the law that allow for less frequent evaluations. Should those conditions be met, at the end of the first self-directed year, the evaluator and the employee may agree to extend the self-directed track for a second year. If there is no agreement, the standard schedule will apply.
3. For Track 2 unit members, final written evaluations shall be finalized during a meeting held between the unit member and the evaluator to discuss the evaluation not later than thirty (30) calendar days before the last student instructional day.
4. Unit members designated as Track 3 employees shall be evaluated no sooner than the 90th school day of the subsequent school year, or earlier by mutual agreement.
5. For unit members designated as Track 4 employees, a minimum of two written evaluations shall be completed during the school year as determined by the improvement plan, but no later than 30 calendar days before the last student instructional day.
6. Unit members employed as temporary certificated employees new to the District shall be evaluated as Track 1 employees. Unit members employed as temporary certificated employees who have worked in the District at least two years shall be evaluated as Track 2 employees.

B. Evaluators

1. The evaluator of each unit member shall be that unit member’s principal or immediate supervisory administrator, unless the Superintendent determines otherwise.
2. Unit members shall not participate in the evaluation of other unit members.
3. Evaluators shall have successfully completed calibration training in using the District’s prescribed evaluation system (as approved by the Evaluation Committee). Recalibration shall be completed at least every two years.

C. Evaluation Rating and Track System

1. Unit members shall be rated as performing in one of four categories: “Distinguished,” “Proficient,” “Basic,” or “Unsatisfactory.”
2. Track 2 unit members who receive an “Unsatisfactory” rating in one or more components shall be designated “Track 3” employees. Track 2 unit members who receive two or more “Basic” ratings in any single domain, or a majority of “Basic” ratings overall, shall also be designated “Track 3” employees. Track 3 employees who show evidence of a persistent lack of progress or improvement in the targeted components shall become Track 4 employees.
3. All Track 4 designations shall be approved by the Director of Human Resources.
4. All permanent unit members not designated as Track 3 or 4 employees shall be considered Track 2 employees.
5. The Evaluation Matrix and SMART Cards are incorporated herein by reference. These documents, evaluation forms, and rubrics shall all be made available to employees in electronic format in a location accessible to all certificated employees. No changes shall be made to any of these documents without the approval of the Evaluation Committee.

D. Remediation Assistance for Track 3 and Track 4 Employees

1. Track 3 employees shall receive targeted assistance for improvement. Track 4 employees shall receive intensive assistance for improvement.
2. If the evaluator determines that a Track 3 employee has shown evidence of sufficient progress or improvement, that unit member will be returned to Track 2 with a formal evaluation cycle beginning in the subsequent school year. If the evaluator determines that a Track 3 employee has not shown evidence of having made sufficient progress or improvement to return to Track 2, that unit member may be retained as a Track 3 employee receiving targeted assistance or they may become a Track 4 employee receiving intensive assistance.
3. All Track 4 designations shall be approved by the Director of Human Resources.

E. Evaluation Content

1. Evaluations shall be based on the District’s adopted Frameworks for Professional Practice applicable to that unit member. For unit members who work as classroom teachers, the four domains shall be “Planning and Preparation,” “Classroom Environment,” “Instruction,” and “Professional Responsibilities.” The domains and components may change as determined by the District’s Evaluation Committee.
2. Unit members who do not work as classroom teachers (e.g., counselors, nurses, library media specialists, instructional specialists, school psychologists, and therapeutic specialists) shall be evaluated using the domains and components applicable to that unit member’s duties.
3. Track 1 employees shall be evaluated in all domains using eight (8) components selected by the evaluator (3 each from domains 2 and 3 and one each from domains 1 and 4).

4. In a formal evaluation year, Track 2 employees shall be evaluated in at least two domains. Track 2 employees shall select two components, the evaluator shall select two components and the Track 2 employee and the evaluator shall jointly select one other component so that five (5) components are used as the basis for each evaluation.
5. In their self-directed year, Track 2 employees shall select at least one component from any domain (for goal-setting purposes only as no formal evaluation will occur in that year).
6. Track 3 and Track 4 employees shall be evaluated in those domains and components in which the employee was rated below proficient in the previous evaluation.

F. Records, Personnel Files and Evaluation Conferences

1. A copy of all written evaluations shall be given to unit members during the time frame in which the evaluation is conducted and discussed.
2. Unit members shall sign completed evaluation forms to acknowledge that the unit member has read the evaluation.
3. If the evaluator requests the Superintendent or designee to be present during the evaluation conference, the unit member may request an Association representative to be present. If the unit member disagrees with any part of the evaluation, the unit member may attach a statement of disagreement, and such statement, if attached, will become part of the unit member's personnel file.
4. Materials in personnel files of the unit members shall be made available for the inspection of the unit member upon request.
5. The following confidential file material is not to be made available for inspection: ratings, reports or records which a) were obtained prior to the unit member's employment; b) were prepared by identifiable examination committee members; or c) were obtained in connection with a promotional examination.
6. Information of a derogatory nature, except confidential material mentioned in the above, shall not be placed into a unit member's personnel file until the unit member is given notice and an opportunity to review and comment. A unit member shall have the right to attach his/her own comments to any derogatory statement entered into the unit member's personnel file.
7. A unit member's review of his/her personnel file shall take place during normal business hours, and the unit member shall be released from other than classroom duties or the primary duties of the position for this purpose without salary reduction.

G. The Effect of Evaluation on Other Proceedings

1. Terminations, suspension, discipline and non-reelection of unit members may be undertaken pursuant to applicable Education Code provisions and independently of the evaluation and PAR procedures of this Agreement. Disputes regarding termination, suspension, and discipline procedures applicable to permanent unit members, and all non-reelection and release procedures and decisions regarding probationary and temporary unit members, shall be processed as required by law and shall not be subject to the grievance/arbitration provisions of this Agreement.

2. Non-substantive procedural errors by the District in administering this Article shall not constitute grounds for setting aside any termination or non-reelection of unit members.

H. Compliance with Law/Grievance Standards

1. The District shall implement evaluation standards and practices that meet all requirements of law as those legal requirements may change from time to time. If a conflict develops between the District's evaluation standards and practices and the law, the parties shall immediately meet and, to the extent required by law, negotiate changes to this Article to ensure compliance with the law.
2. If any conflict develops between the Article and the District's documents that implement its evaluation procedures, the provisions of this Article shall prevail. However, if such a conflict develops, the parties shall immediately refer the matter to the Evaluation Committee to resolve the conflict. Any changes to this Article are subject to ratification by both parties.
3. The District retains the responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article may challenge the substantive content, assessment techniques, or evaluation ratings determined by the evaluator or District, nor may a grievance be used to contest the judgment of the evaluator. Grievances shall be limited to a claim that the procedures of this Article have been violated or applied in an arbitrary or capricious manner.

I. Evaluation Review Procedures

1. An Evaluation Committee composed of six (6) administrators and six (6) unit members shall be maintained. Each party shall be responsible for appointing its own members. The number of members may vary with the consent of both the Association and the District.
2. The Evaluation Committee shall meet at least annually to review the evaluation system for certificated employees and school administrators and, if necessary, suggest changes.
3. Recommended changes to the evaluation system that conflict with this Agreement shall be subject to approval by both the District and Association through the District's standard negotiation procedures.
4. Unit members serving on the Evaluation Committee shall be entitled to release time for days actually served working on the Committee. If the Evaluation Committee elects to meet on an unscheduled work day (e.g., spring break or the summer), participating unit members shall receive their per diem rate of pay.

ARTICLE VIII - DISCIPLINE

A. General

1. Disciplinary actions by the District shall be intended as a corrective measure.
2. No unit member shall be subject to discipline, warnings, reprimands, or suspensions without pay (15 working days maximum) except for just cause, and in accordance with principles of progressive discipline consistent with the nature of the offense.
3. The purpose of progressive discipline is to ensure that the employee is aware of the District's expectations so that there is a reasonable opportunity to conform conduct to those expectations and avoid disciplinary action. For example, the problem of tardiness normally lends itself to full progressive discipline because any one incident is minor and it is only when a pattern appears, and then does not improve after notice, that the situation justifies disciplinary action. On the other hand, situations such as child abuse or violation of corporal punishment prohibitions, or intentional violation of a specific and reasonable administrative directive, do not require progressive discipline because the expectations and possible consequences are clear at the time the conduct occurs.
4. Full progressive discipline, for each separate and similar infraction, consists of at least one oral notice first, then a written reprimand and then suspension without pay. An oral notice should make it clear that the matter or problem identified could, if repeated, be cause for further action.
5. For cases involving discipline short of suspension, and where full progressive discipline is being utilized, the responsible administrator may impose discipline without prior District level review. However, if in the view of the responsible administrator, the nature of the offense justifies omitting one or more step(s) of progressive discipline, or if the proposed penalty is a suspension without pay, there shall be no discipline imposed until the responsible administrator has reviewed the matter with the Director of Human Resources or designee and until the unit member (and unit member's representative if requested) has been given the opportunity to be heard by the Director of Human Resources or designee. However, in an emergency situation demanding prompt action an immediate suspension may be imposed with the administrative review to occur as soon as possible thereafter.
6. Unit members shall, upon request, be entitled to Association representation at any meeting which is likely to result in any disciplinary action against the unit member. The administrator shall advise the unit member of this right, in advance of the meeting. However, unavailability of such representation shall not unreasonably delay imposition of discipline.
7. All disciplinary actions, investigations, appeals and related proceedings shall be conducted in an atmosphere of confidentiality.
8. Specific additional provisions governing disciplinary actions are set forth in Sections B and C below.

B. Reprimands and Warnings — Notices, Rebuttal, and Review

1. A written reprimand and/or warning shall provide the following information:

- a. A statement of the cause(s) for the reprimand and/or warning, including the specific acts or omissions upon which the cause(s) is (are) based;
 - b. A statement advising the employee of his/her right to be represented, right of rebuttal, and right to appeal to the Director of Human Resources or designee, or to the Superintendent or designee if the Director of Human Resources has previously reviewed the case as provided in Section A; and
 - c. A statement advising the employee as to whether the District intends to place the reprimand and/or warning in the employee's personnel file.
2. The employee may attach a statement of rebuttal which shall be permanently attached to the reprimand and/or warnings. In addition, the employee may appeal the reprimand/warning by providing a copy of the reprimand/warning and rebuttal to the reviewing administrator (or designee) within ten (10) work days from the date of receipt of the reprimand. The reviewing administrator (or designee) shall respond in writing to the Appeal within ten (10) days from the date of receipt of the appeal, and this response shall be attached to the reprimand. The reviewing administrator shall have the right to affirm, affirm with modification, or withdraw the reprimand/warning. Warnings and Reprimands are not subject to challenge in the grievance and arbitration procedures of Article IV, except in the context of a subsequent suspension predicated in part upon the prior warning/reprimand.

C. Suspensions — Notices, Rebuttal, and Review

1. Notice of suspension shall provide the following information:
 - a. A statement of the cause, including the specific acts or omissions upon which the cause(s) is (are) based;
 - b. The date(s) upon which the suspension is to be imposed; and
 - c. A statement advising the employee of his/her right to representation, right of rebuttal, right to prior administrative review (see Section A above), and right to subsequent grievance review under Article IV.
2. Any days of suspension imposed in excess of one (1) day shall not be implemented until completion of grievance procedures, if any.
3. Grievances challenging suspensions must be filed within ten (10) working days after issuance of the above Notice of Suspension, and shall be initiated directly at the level of arbitration under Article IV, bypassing all prior steps. Because the Association controls access to arbitration, any such grievance is subject to Association approval.

D. Limitations and Files

Records relating to discipline imposed shall be removed from the unit member's personnel file after four (4) years have passed without repetition of the same or similar conduct, so that the record will not influence decisions such as promotions or transfers. Such records may be retained by the District in a separate disciplinary file or log, limited to usage in the event that reference is needed for future discipline. Such a separate file shall contain only such expunged material.

E. Relationship to Other Proceedings

1. This Article is intended to supplant the District's right to suspend employees under Education Code Section 44934, but nothing in this article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the other provisions of the California Education Code (including but not limited to Section 44939 et seq.), nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.
2. Proceedings under this article may be undertaken independently of the Evaluation Procedures of Article VII.

ARTICLE IX - LEAVES OF ABSENCE

A. General Provisions

1. All unit members are eligible to apply for leaves under this Agreement. A leave guarantees the unit member the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment. A unit member on short-term leave of absence (less than a unit member's mandatory work year) normally will be returned to his or her previous school upon expiration of the leave, unless he or she would otherwise have been transferred. Those on long-term leave have no assurance of being returned to their previous school.
2. The District reserves the right to verify leave usage by any appropriate means.
3. A probationary unit member's leave of absence(s) shall not be counted as part of the service required as a condition precedent to the attainment of permanent status.
4. The credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member, or the leave terminates.
5. While on a paid leave of absence unit members shall, unless otherwise provided by this Agreement, continue to receive their regular wages, fringe benefits, and credit for salary schedule advancement, subject to the provisions of Articles XIV and XVI (Salary and Fringe Benefits). When unit members are on unpaid leaves of absence, the District will pay its contribution towards health and welfare benefits only for the month during which the leave commences. Thereafter, unless covered by the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), unit members and their eligible dependents shall continue to receive their health and welfare benefits at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District. Apart from health and welfare benefits, the unit member shall receive no wages, fringe benefits and credit for salary schedule advancement during the duration of the unpaid leave.
6. With respect to the permissive leaves of this Article (i.e., those which use terms such as "the District or Board 'may in its discretion' grant the leave"), the District retains sole discretion to authorize or deny such leaves and District decisions regarding such leaves shall not create precedents or binding past practices. The District is to have substantial leeway in granting or denying such leave requests.
7. "Member(s) of the immediate family" as used in this Article shall mean the parent, spouse, registered domestic partner, child, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, or parent of the unit member or spouse or registered domestic partner of the unit member with whom the unit member has lived or other person(s) living in the home of the unit member. "Child" means a biological, adoptive, or foster child, stepchild, legal ward or child to whom the unit member stands in loco parentis. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of a unit member or a person who stood in loco parentis when the unit member was a minor child.
8. The unit member is responsible for notifying the work location by 2:30 P.M. when planning to return to work the following day. If the unit member fails to do so, and both the unit member and the substitute report to work, and the substitute is not reassigned, the returning unit member shall

resume his/her duties, but will be charged for the cost of the substitute. It is understood that the District has no obligation to reassign the substitute in such circumstances.

9. The parties have agreed that the rights of the District and of the unit members with respect to such matters as District-initiated leaves on account of physical or mental disability, absences without leave, abuse of leave privileges, and failure to return from leaves are not to be addressed in this Article, unless so indicated by the express language; the District and the unit members reserve whatever legal rights and obligations they may have with respect to such matters.
10. Disputes regarding this Article, including Sick Leave as described in Section B below, are subject to the grievance procedures of Article IV.

B. Sick Leave

1. Purpose: Sick leave may be used as follows:
 - a. The unit member's personal injury or illness or quarantine, regardless of whether or not the cause of the injury or illness arises out of or in the course of employment;
 - b. An injury or illness or quarantine of an immediate family member in accordance with Labor Code sections 233 and 246.5;
 - c. A female unit member's absence due to pregnancy, miscarriage, childbirth and recovery. The length of the leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties shall be determined by the unit member's medical specialist. The unit member shall be entitled to return to a position comparable to that held at the time the leave commenced;
 - d. Sick leave may be used for baby-bonding leave under California Family Rights Act ("CFRA") as provided in section G3 below;
 - e. Medical and dental appointments of a unit member or a unit member's immediate family member, in accordance with Labor Code sections 233 or 246;
 - f. Unit members who are victims of domestic violence, sexual assault or stalking may take sick leave in order to obtain medical care or legal assistance;
 - g. Any other purpose required by state or federal law.

2. Annual Amount

Twelve (12) days of sick leave credit shall be granted to full-time regular unit members employed for the full regular school year on July 1st of every year. Sick leave for part-time unit members shall be prorated. Unused sick leave shall be accumulated without limitation.

3. Usage During Summer School

No sick leave is earned or accrued during summer school; however, unit members employed for summer school may utilize sick leave which was earned or accrued during the regular school year. Such benefits shall be payable at the regular summer school rate of pay and charged against the unit member's sick leave on the basis of one-half day of sick leave for each day of summer school absence.

4. Amount Paid

The unit member shall receive full salary during absence chargeable to sick leave for the time of his/her accumulated and credited sick leave.

5. Entitlement to Sick Leave

An annual allotment of sick leave shall be granted to unit members at the beginning of each school year. Accrued sick leave may be used at any time during the school year. A unit member is not entitled to a payout of earned, unused days of sick leave upon separation from employment.

6. Medical Examinations

The District may require, at no additional cost to the unit member, a medical statement or examination by either the unit member's or the District's physician or licensed practitioner whenever there is reasonable cause to believe that sick leave is being used for other than its intended purpose, or reasonable cause to believe that a unit member is not medically fit to report to work, or whenever additional medical information would be helpful to determine if a unit member is disabled or to determine reasonable accommodations for a unit member.

C. Differential Leave

After all available sick leave has been exhausted, the unit member shall receive the difference between the unit member's regular salary and the salary actually paid a substitute, or if no substitute was hired, the amount a substitute would have been paid according to the substitute salary schedule, during any period of absence due to the unit member's illness or injury up to five (5) school months. A school month is any month in which the schools of the District are in session for at least one day. A unit member shall not be provided more than one five-month period per accident or illness. If a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year. A unit member shall not be provided more than one five-month period per school year.

D. Personal Necessity Leave

1. Personal necessity leave comes out of an employee's sick leave. In any one fiscal year, a unit member may use up to 12 days of current or accrued sick leave for personal necessity for the purposes listed below:

- a. Death of an immediate family member which results in a compelling need for the unit member to be temporarily absent for a specific purpose which cannot be attended to except during regular duty hours (e.g., estate executor duty requiring travel);
- b. Accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, creating a compelling emergency need for the unit member to be temporarily absent for a specific purpose which cannot be attended to except during regular duty hours (e.g., house fire, or automobile accident);
- c. Appearance in court or other governmental tribunal as a litigant, or as a non-subpoenaed witness who does not qualify for Legal Commitment Leave;
- d. Absence for mother and/or father to meet legal compliance for adoption;
- e. Major religious observances;

2. Personal Business Leave

Personal business leave comes out of an employee’s annual personal necessity leave. In any one fiscal year, a unit member may use up to five (5) days of personal necessity leave for personal business leave; no more than three (3) consecutive school days may be used. Personal business days are “no tell days” but are not to be used on Professional Development days, in cases of work stoppage, or connected to school vacations or school holiday. Should a unit member need more than five (5) personal business days, more than three (3) consecutive days, or to use a personal business day on a professional development day, prior approval would be required from the Director of Human Resources.

3. Notice Requirements

Unit members shall notify the district not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable. The unit member shall request a substitute if needed and shall notify the immediate supervisor of the expected duration of the absence.

4. Other Provisions

Unused personal necessity leave entitlement shall not be accumulated from year to year.

E. Industrial Accident Leave

1. “Temporary Disability Compensation” Defined

As used in this section, “temporary disability compensation: means two-thirds of the wages a unit member loses because he/she is recovering from a work-related accident.

2.. General Provisions

All work-related accidents, however minor, should be reported to the immediate administrator as soon as practicable, even though no absence from service is required. When a unit member is compelled to be absent because of injury or illness incurred within the course and scope of assigned duties and which qualifies for Worker’s Compensation coverage, the unit member shall receive Industrial Accident Leave. For any such absence, the unit member must file with the immediate administrator the required insurance and claim report forms. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician, at District expense, to verify his/her condition and to evaluate any claims.

3. Duration and Pay

For the first sixty (60) working days of absence for any given injury or illness hereunder, the unit member shall be paid full compensation without use of sick leave credit. During this period, any Worker’s Compensation payments shall be endorsed to the District. Allowable leave shall be for not more than sixty (60) days (in any one fiscal year) during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability compensation award.

After the sixty-day period, the unit member will use that portion of sick leave which, when added to the temporary disability compensation, will equal the unit member's regular salary. After a unit member has used all available sick leave, the unit member shall be entitled to differential pay pursuant to section C above. At no time shall the combination of sick leave or differential pay, plus a unit member's temporary disability compensation exceed the unit member's normal salary.

4. Return to Service

A unit member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the medical specialist verifies that the unit member is able to perform the essential functions of their job. The District, at its own expense, may request the opinion of another medical specialist.

F. Bereavement Leave

1. General Provisions

Up to five (5) days of leave of absence, without loss of compensation, will be allowed for the death of any member of the unit member's immediate family. Leave due to bereavement in addition to the days allowed above may be allowed under the personal necessity provisions of this Article (see Section D above).

2. Limitations on Use

Use of this leave shall commence within one calendar year from the date of the death of the family member unless prior written authorization is obtained from the District.

G. Pregnancy, Maternity Disability, and Parental Baby-Bonding Leave

1. Optional Unpaid Portion

The District may grant an unpaid pre-childbirth leave of absence to a pregnant unit member pursuant to the Personal Leave provisions outlined in section J below, prior to the period of the unit member's actual disability.

2. Utilization of Sick Leave

During that period of time during which the unit member (including hourly unit members) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to section B, above.

3. Baby Bonding Leave

Qualified unit members may choose to take up to twelve (12) workweeks of baby-bonding leave under the California Family Rights Act ("CFRA"). Sick leave will be applied towards these twelve (12) workweeks of baby-bonding leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the bonding period up to twelve (12) workweeks. Unit members shall not be permitted to use Extended Illness Leave towards their twelve (12) workweeks of baby-bonding leave until all sick leave is exhausted.

4. Utilization of Differential Leave

After a pregnant unit member has exhausted her sick leave, she will be entitled to use five (5) months of differential leave pursuant to section C, above, because of pregnancy, miscarriage, childbirth and recovery therefrom. If a unit member has used five (5) months of differential leave, the remaining portion of baby-bonding leave will be unpaid. However, at no point during the twelve (12) workweeks of baby-bonding leave may a unit member be paid less than 50% of their compensation.

5. Family Medical Leave Act

A unit member's twelve (12) workweeks of baby-bonding leave shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act ("FMLA").

H. Legal Commitment Leave

1. Jury Duty

Unit members required to serve on jury duty (excluding Grand Jury) shall receive full compensation for such absence from duty, less paid jury compensation. In order to avoid undue disruption of the educational program, it shall be a condition of such paid leave that the unit member, if asked to serve on a trial which is expected to last more than 10 days, use best efforts to confine his/her jury duty to 10 days or less, by asserting hardship to the students and program. In such a case the unit member must also advise Human Resources of the problem so that the District can lend assistance.

2. Subpoenaed Witness

Unit members appearing as a witness under subpoena in court other than as a litigant or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the unit member, shall receive full compensation for such absence from duty.

I. Military Leave

1. The District shall grant military leave in accordance with applicable state and federal laws to unit members performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.
2. A unit member who needs to be absent from the District to fulfill his or her military service shall provide advance written notice or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable.
3. A unit member who has been employed by the District for one calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such required military service.

J. Personal Leave

The Board may, upon application of the unit member and recommendation of the Superintendent, grant a leave without pay to a unit member for a period not to exceed two (2) years (with the exception of items number 8, 9, and 10 below). The unit member must indicate in the application the length of the leave and must adhere to the length of the leave as requested without the possibility for extending or shortening the leave period. With regard to leave to serve in a public office, for reasons of ill health, or for infant care leave (items 8, 9, and 10 below), the initial leave request may be for a period of up to one year.

The following list is illustrative of the purpose of personal leaves:

1. To participate in unpaid exchange teaching programs.
2. To participate in foreign or military teaching programs.
3. To participate in a full-time Peace Corps or Job Corps program.
4. To participate in a travel or work experience program directly related to the individual's discipline. Request for leave for employment in another school district will be denied except as otherwise provided.
5. To study full-time at an accredited college or university in a program that will specifically enhance the individual's teaching effectiveness.
6. To serve as an elected officer of a professional organization at the state or national level.
7. To campaign for a public office for which the unit member is a candidate.
8. To serve in a public office.
9. For reasons of ill health.
10. Child care.

If leave is granted, all rights of tenure, retirement, accrued leave with pay, and other benefits provided by law shall be preserved and available to the unit member after termination of the leave of absence, except that salary schedule increment credit will not be granted for time on leave.

K. General Leave of Absence Without Pay

Absence without pay beyond that authorized by Personal Necessity Leave pursuant to section D above, may be granted by the District. Arrangements for a substitute must be completed before the unit member may consider himself/herself excused.

L. FMLA and Other Leaves Provided by Law

The District shall provide FMLA/CFRA leave and other leaves as required by state or federal law according to the relevant statutes and regulations; therefore, if there is any change in state or federal laws applicable to unit member leaves provided by this Article, those changes are deemed incorporated into this Article as of the effective date of the statutory change. Nothing in this Article is intended to change either the District's or unit member's rights and obligations under the Americans with Disabilities Act or comparable state law.

ARTICLE X - CLASS SIZE

The following are to be the teacher-pupil ratios and class-size maximums:

- A. Grades TK-3: The District and the Association agree to a collectively bargained alternative class size ratio to implement the local control funding formula CSR grade span adjustment program. School site average class sizes shall not exceed a teacher-pupil ratio of 1:28, with individual class maximums for single grade classes in TK-3 at 33, and maximums for split-grade classes in K-3 at 30. The school site average ratio of students to teachers shall be calculated as required by State regulations. The parties agree that this negotiated school site average class size limit meets all requirements of law and fulfills the LCFF collective bargaining exception requirements to obtain funding. If state regulations are modified in a manner that causes the District to incur a CSR (Class size reduction) penalty or to lose CSR funds, then the parties agree to immediately meet and renegotiate this provision. This provision shall remain in effect until renegotiated by the District and the Association or, the State of California no longer provides CSR funding, or CSR funding is changed substantially.

- Grades 4-12: The overall District teacher-pupil ratio in grades 4-12 shall not exceed 1:32, with individual class maximums of 35 and split/combo class maximums of 33.

- B. Classes in physical education, on-line classes, team teaching classes and music classes are exempt from the above restrictions. However, individual class maximums for elementary physical education and music classes are 70 students. If an elementary physical education class exceeds 70 students, an instructional aide will be assigned for that period of time the class is over the 70-student maximum; such aide assignment will be deemed to bring the class size into compliance.

- C. If it appears necessary to exceed the above-stated maximums for a particular class, the principal (or designee) shall consult with the affected teacher and request the teacher's concurrence. The district will notify the SLCTA President prior to making a final decision regarding exceeding max cap for class size in a particular class. If the teacher consents, the situation shall be deemed resolved. If the teacher does not consent, he or she may utilize the grievance procedure. In order to prevail in such a case, the District must demonstrate an exceptional need for its action, such as space limitations, avoidance of an extensive reorganization of the school, or important instructional needs.

ARTICLE XI - TRANSFER PROCEDURES

A. General Provisions

1. Definitions

A transfer is a change from a regular probationary or permanent unit member's assigned school to another school. However, contract temporary employees who have successfully served five or more years in the same assignment may avail themselves of the voluntary transfer procedures of section C below. Paid extra duty assignments such as coaching shall not cause a particular position classification to be deemed different or separate. Also, changes in the school or area assignments of those who are not normally assigned to a particular site (such as psychologists or nurses) are not deemed transfers hereunder.

2. Non-Transfer Assignment Changes

Grade-level and subject matter changes in assignment at the same site are not "transfers" within the meaning of this Article. However, before making such changes, the site administrator shall notify and consult with the affected unit member(s) and consider in good faith the preferences and alternatives proposed by the unit member(s). If the District reassigns a unit member to a new subject matter or grade level at the same site, and the decision is made and implemented after or immediately before the school year has commenced, the District shall provide one day of release time for the unit member to prepare for this new assignment.

3. Determination of Openings

Subject to the consultation rights of the Association regarding curriculum, the District retains sole discretion to determine staffing patterns, decide what classes are to be formed and taught, and determine whether, when, and where an unfilled position exists. The District also retains sole discretion to determine whether any unfilled position is to be filled on a substitute/temporary contract basis or by a regular probationary or permanent contract employee. However, once the District determines that it is going to fill such a position with a regular, probationary or permanent employee on either a temporary or permanent basis, the following transfer procedures and limitations are to become applicable.

B. District-Initiated Transfers

1. Definition and Timing

District-initiated transfers are those which are initiated by the District without prior request of the affected unit members. In circumstances involving transfer decisions resulting from program changes, enrollment changes, grade reconfigurations and other general staffing changes, the standards of Part D of this Article apply. As to transfer decisions involving more individualized circumstances, the decisions must be based upon reasonable, program-related considerations, and are not to be based upon arbitrary or capricious grounds. This provision shall not constitute a waiver by the Association or by unit members of any rights they may have to enforce, in an appropriate non-contractual forum, statutory restrictions upon the hiring of temporary personnel.

2. Notice and Consultation

In any event, once the District has initiated and made a tentative transfer decision, it shall notify the affected unit member(s), explaining the basis for the decision (in writing, if requested). The unit member(s) shall then be allowed three working days from such notice in which to consider the situation (including the current list of available openings), explore alternatives, state objections, state preferences for other openings, and have such matters considered in good faith by an administrator. The District shall make a reasonable effort to find less onerous solutions to the problem if the unit member disagrees with the proposed transfer. During the summer recess the time for such activity shall be five calendar days rather than three working days. The District may in its discretion extend such time limits.

3. Release Time and Moving Assistance

The District shall provide two days of release time for the unit member to relocate and prepare for the new assignment, or if the unit member opts, the District will compensate the unit member for 8 hours at the teacher hourly rate, and shall upon request, provide assistance in moving the unit member's materials to the new work site.

If a teacher is required and directed by the District to move at the same site outside the duty day, the District will compensate for 8 hours at the teacher hourly rate. No compensation is to be paid if the unit member receives notice of a room assignment change prior to the last 5 days of the unit member's work year.

C. Unit Member-Initiated Transfer Requests

Unit members who desire transfers are encouraged to file requests for same with the Human Resources department on the interest survey disseminated in January and may request any specific location(s) or positions, even if there are no known openings at the time. All such requests shall automatically expire two weeks before the start of school of the same calendar year. Transfer requests may be amended or withdrawn at any time upon written notification to Human Resources. See also section E below.

D. Transfer Standards

In making any transfer, in either a District-initiated (except as indicated in B.1. above) or unit member-initiated situation, the District shall objectively base its decision upon reasonable job-related factors listed below, both when determining whether a particular unit member should be transferred, and when determining the destination of transferred unit members. No transfer decision shall be based upon arbitrary or capricious grounds, or based solely upon disciplinary or punitive considerations. The following factors are not listed in order of priority, and the applicability and weight to be given to any factor will vary according to the circumstances of the particular case:

- District seniority;
- Academic training, major and minor fields of study, experience, credential authorization and legal limitations.
- Stated preferences and particular needs of the affected unit member, including matters of health, child care and transportation;

- Enrollment patterns, curriculum demands, demonstrated instructional strengths, program continuity factors, and contract waivers; and
- Balancing of staff with respect to experience, special skills and talents.

Unit members requesting a transfer who do not receive an available position will be advised (by the site administrator and/or Director of Human Resources), at the unit member's request, as to why the transfer request was not granted.

E. List of Openings

Probationary and Permanent Unit Members

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

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

Temporary Unit Members

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

F. Late Openings

1. For unanticipated openings which occur two weeks prior to the school year, the District may, without complying with the posting and application procedures, fill the opening on a permanent basis with a unit member who has been declared "surplus" from his or her work location by virtue of an unanticipated drop in enrollment, program change or the like.
2. In the event that the District does not designate a "surplus" unit member to fill such a position, it may at its option fill the position on an interim basis for the balance of the year with a unit member or a new employee without regard to posting and application procedures.

ARTICLE XII – DUES

A. Payment of Dues

Any unit member who has freely and voluntarily consented in writing to be a dues paying Association member shall have dues deducted from his/her wages. Dues shall be collected by mandatory payroll deduction in an amount determined by the Association in compliance with applicable law. The Association shall have the sole and exclusive right to payroll deduction of regular membership dues for consenting Association members.

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) calendar days or more after such submission.

The District shall provide to the Association the home address of each unit member, unless the unit member has opted out of such disclosure. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article and all requirements of law.

The Association (and its parent/affiliates) agrees to indemnify, defend and hold the District harmless against any and all monetary liabilities, costs and expenses, including reasonable attorneys' fees and other costs of litigation arising from the District's compliance or attempted compliance with this Agreement, with the Association's requests in furtherance of this Agreement, or any action challenging the legality of the organization security provisions of this Agreement. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. Any underpayments or overpayments to the Association resulting from the District's failure to make required deductions shall be remedied by additional deductions from, or credits to, the affected employee.

When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member to be deducted for the purpose of paying the monthly unified membership dues of the unit member in the Association and its affiliates California Teachers Association and National Education Association.

Pursuant to such authorization, the District shall deduct dues from the regular salary check of the unit member monthly. Deductions for unit members who submit their initial authorization after the commencement of the school year, shall if the authorization so provides, be appropriately prorated to complete payments by the end of the school year. The District shall on a monthly basis draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions made during the month, and shall furnish to the Association an alphabetical list of unit members for whom deductions have been made, and indicating any changes in personnel from the list previously furnished.

If a unit member changes his/her dues deduction status or withdraws consent to be a dues paying Association member, the Association agrees to promptly notify the District's Human Resources Department of this change in writing.

B. Other Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of the unit member and make appropriate remittance for annuities, credit union, savings bonds, and

charitable donations currently authorized by the Board of Education. The District shall also deduct for additional plans or programs jointly approved by the Association and the Board.

ARTICLE XIII - SAFETY CONDITIONS

A. General Duty Clause

The District shall, subject to financial constraints, provide places of employment which are as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose a serious threat of bodily harm provided that he/she has exercised reasonable care to avoid the condition.

B. Reimbursement for Theft or Vandalism

Reimbursement shall be made to a unit member for loss, destruction, or damage by theft, vandalism or other cause not contributed to by lack of reasonable care by the unit member, of personal instructional property used in the schools of the District pursuant to the following provisions. Reimbursement shall be made only when written approval of the use of the property is obtained in advance of the loss. Approval or disapproval is the sole prerogative of the District. It is understood that such approval is to be for special instructional aides such as musical instruments, demonstration materials and the like, and not for personal items such as jewelry, eyeglasses, and the like. The maximum reimbursement hereunder for any occurrence is \$250.00.

C. Pupil Threats

In the event that during a class a pupil threatens the safety of a unit member or of others present in the classroom, the unit member may, subject to applicable law, suspend the pupil from the class for the remainder of the day and for the day following. The unit member shall immediately report such a suspension to the principal or his/her designee, and send the pupil to the office. The pupil shall not be returned to the class from which he/she was suspended, for the period of the suspension, without the concurrence of the unit member.

ARTICLE XIV - SALARY SCHEDULES AND RULES

A. General

1. Salary Schedules

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

2. Full-time unit members who have a mandatory work year in excess of 186 annual duty days of service in their regular assignment (excluding summer school) shall receive salary in the ratio that the number of days actually served bears to the required annual number of days. Unit members with a mandatory work year in excess of 186 duty days shall be placed on the Base Salary Schedule as required by this Agreement and then receive the appropriate per diem pay. The per diem pay calculations for each cell are set forth on the Base Salary Schedule. Unit members who serve full-time one full semester shall receive not less than one-half of the annual salary.
3. Part-time unit members in secondary schools (excluding shared contract unit members and full-time teachers teaching an extra period as overtime) shall receive pay based on the number of periods taught, in relation to the number of periods taught by full-time (280 minutes annualized) unit members on the same site.
4. Part-time unit members in elementary schools are normally assigned on a half-time basis for either morning or afternoon sessions. Such unit members shall be paid at the rate of one-half of the full-time contract rate. Deviations from this pattern shall be compensated on a basis proportionate to the full-time unit members.
5. Full-time and part-time unit members working less than 200 duty days will be paid monthly over an 11 (eleven) month period from August – June. Full-time and part-time unit members working every month of the year **and** 200 duty days or more will be paid monthly over a 12 (twelve) month period. Hourly paid unit members shall receive their paychecks on the 10th day of each month following the month worked.
6. Full-time unit members in secondary schools who teach an additional class period shall be paid at their regular rate as compensation for the additional service. Pay for such classes shall be pro-rated, based on the unit member's regular rate and the number of periods taught each grading period by that unit member, as compared to full-time (280 minutes annualized) unit members on the same site. (This provision is intended to cover e.g., the high school teacher who voluntarily agrees to teach an additional regular class; it does not cover the teacher who occasionally teaches an extra period to cover for an absent teacher under Article VI-C.)

B. Initial Salary Placement

1. Initial Column Placement

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

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

2. Initial Step Placement

a. Teachers

Commencing July 1, 2019, credit for non-District teaching experience shall be granted at the rate of one step for each year of full-time comparable teaching experience in a similar setting up to a maximum of ten (10) years of service. Prior experience shall be verified by official statements from previous employers in order to receive credit. Military service does not count toward initial salary placement.

b. Specialists and Career Technical Education Teachers

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

C. Column Advancement

1. The intent of this section is to encourage unit members to continue their formal education and at the same time provide reasonable parameters so that the courses taken will enhance employees' job performance. Courses taken for purposes of meeting requirements for salary track advancement must be taken outside of the unit member's work day, must not be duplicative of courses previously taken, and must meet one of the following criteria:

- a. Be in a subject directly related to the unit member's assignment; or
- b. Be in the unit member's major or minor field of study, if that field is directly related to a potential or pending assignment in the District; or
- c. Be part of a credential or degree program directly related to a potential assignment in the District; or
- d. Other courses as approved by the District.

In order to avoid later disputes, unit members are encouraged to obtain prior approval by the District of any courses which might be considered questionable under the above criteria.

2. In order to receive salary credit from a college or university, such semester units must be taken after the date of the Bachelor's Degree, and unit members must have received a grade of "C" or better. For unit members hired after July 1998, units completed prior to the issuance of the Bachelor's Degree shall be counted as post-bachelor units if certified by the registrar of the institution that the units are applicable to the teaching credential, or Master's Degree, or are graduate level courses. Cumulative credit for post-graduate completion of lower division undergraduate courses shall be limited to 15 units for Column II, and 20 for Column III.
3. The term "semester unit" or "unit" refers to a unit of work equivalent to the University of California's semester unit (one hour lecture or three hours laboratory per week for one semester). Quarter units are converted to semester units by multiplying by two-thirds. For the purposes of

salary advancement, ten (10) hours of Continuing Education Units (CEUs) are equivalent to one quarter unit and fifteen (15) hours of CEU's are equivalent to one semester unit.

4. College credit will be allowed only for units received from a college or university having accreditation from the Western Association of Schools and Colleges or another equivalent regional accrediting authority.
5. Credit for travel will be allowed only when such travel is recognized for credit as part of a regular college course and is recorded on a college transcript.
6. Generally, the District will not give credit toward column advancement for courses which are paid for by the District with the exception that the District may from time to time sponsor specific training which would count towards column advancement. District-sponsored training would follow all other contract requirements for column advancement.
7. Column advancement will be accomplished only on an annual basis, with salary adjustments effective with the first day of paid service for the school year. Normally transcripts shall be submitted no later than October 1 to become effective during the current school year. If by October 1 the unit member is unable to submit supporting records or transcripts verifying completion of post graduate units of study, official notices in the form of a grade card or letter from the College or University shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than November 1. Failure to comply with these provisions shall result in denial of column advancement for that year, and appropriate adjustments to recover the earlier overpayments.

D. Step Advancement

A unit member who, in any one school year, has served at least .75 FTE of the mandatory work year for the position will advance one step on the salary schedule. Commencing July 1, 2019, unit members who work less than full time will advance as follows: .49 FTE or less of the mandatory work year of the position will advance one step every third year; .5 FTE to .74 FTE of the mandatory work year of the position will advance one step every other year.

E. Other Schedules

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

F. Salary Schedule for Program Specialists

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

G. Salary Schedule for School Psychologists

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

H. Salary Schedule for Speech Language Pathologists

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

I. Salary Schedule for Counselors

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

J. Bonuses for Hard to Fill Positions

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

ARTICLE XV - FRINGE BENEFITS

A. Medical/Dental/Vision Care

1. The District shall annually contribute \$5,000 for each full-time employee and their eligible dependents for a SISC Blue Cross medical insurance health plan, a Delta Dental plan and a Family Vision Service Plan. To the extent that the total cost of all benefits exceeds \$5,000 per employee per year (\$600/employee/month), the District shall share the additional cost on a 50:50 basis. All costs to be borne by employees shall be paid through monthly payroll deductions.
2. The District shall offer employees participation in an IRS Section 125 Plan, with administrative expenses thereof to be borne by the District.

B. Part-Time Personnel Benefit Contributions

1. Salaried Contract Personnel: For regular part-time contract salaried personnel working 50% or more of a full-time assignment, the District shall contribute a pro rata portion of the above amounts in the same proportion as the unit member's percentage of full-time salary earned. The unit member must contribute the balance of the cost, if he or she desires any coverage; if the unit member decides not to contribute the balance of the cost, he/she shall not be entitled to participate and the District shall have no obligation to contribute any sum on his/her behalf. Employees working less than 50% of a full-time assignment shall not be eligible for fringe benefits nor shall the District be required to make any financial contributions for insurance for such employees. A unit member shall be entitled to accumulate all hours worked, whether as a certificated or as a classified employee, to determine the unit member's percentage of a full-time assignment.

New employees must submit an enrollment form within 30 days of initial employment to be eligible. There is an open enrollment period during the first half of September for additional enrollment and adding dependents. Newly born children may be added within 30 days of birth.

2. Hourly Personnel: Hourly-paid personnel who are working at least 50% of a full-time assignment (e.g. more than 18 hours per week) shall be entitled to participate in the above-described benefits on the same basis as described in the preceding Section B.1, except that in determining the hourly unit member's proportionate contribution a full-time assignment shall be deemed 35 hours per week.

C. District's Obligations Limited

The District's obligations are limited to payment of the above-stated contributions. All terms and conditions and claims arising under any of the various programs available pursuant to this Article are to be determined by the carriers' respective plans and appeal procedures, and are to be resolved between the carrier and the unit member. However, the District shall, whenever requested, offer aid and assistance to the unit members in obtaining proper services from the carriers.

ARTICLE XVI - RETIREMENT

A. Reduced Work Schedule Program

The District has a program where, pursuant to a mutual agreement with a unit member, the unit member will undertake a specified reduced work schedule for a specified period of time prior to an agreed upon retirement date. Salary will be prorated based upon the reduction in workload, but District-paid health insurance will not be reduced. Both the teacher and the District will make full STRS contributions, and the teacher will be treated by STRS the same as if employed full time. (See Board Policy 4117.11.)

B. Retirement Medical Plan

The District shall continue its contributions for health and accident/major medical insurance for all unit members who retire from the District and with CALSTRS between the ages of 55 and 65 with at least 10 full years of District service. The contribution level from the District shall be the same as for active employees. Contributions shall commence upon retirement and shall terminate at age 65.

Upon retirement of a current eligible unit member from the District and with CalSTRS at age 65 or older, the retiree and his/her eligible dependents shall be permitted to participate, at his/her own option and expense, in a District-sponsored retirement group medical plan supplemental to Medicare. The retiree must obtain Medicare Part A and B coverage, at the retiree's expense, make all required payments in advance, and comply with all requirements imposed by the District's benefit providers.

It is contemplated that the benefits under this Retirement Medical Plan, together with Medicare, will approximate the benefits provided to current employees pursuant to this Article.

ARTICLE XVII - EFFECT OF AGREEMENT

A. Effect upon Negotiations

The District and Association agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or Association at the time they negotiated and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. The foregoing notwithstanding, the parties shall meet and negotiate during the term hereof as required by the express provisions of other articles of this Agreement, and may meet and negotiate on other matters if they mutually desire to do so. Provided also, that if the District contracts out unit work or assigns unit work to non-unit personnel pursuant to Article II.A.(6), the District shall negotiate with the Association with respect to the negotiable impacts of such decisions.

B. Effect upon Individual Contracts

Any individual contract between the District and a unit member dealing with services covered by this Agreement 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 deemed controlling.

C. Effect upon Board Policies and Rules

In the event of a conflict between the terms of this Agreement and any Board policies, rules or procedures, the terms of this Agreement shall prevail.

D. Waivers

Pursuant to the Continuous Improvement Process, individual schools may cooperatively develop school plans and programs which are intended to change the delivery of educational services for that school. Such plans or programs may involve departure from the terms and conditions of the Agreement. However, any such plans shall identify the provisions of the Agreement which are affected or to be “waived” by the new plan or program. In order to become effective, the “waiver” elements of the plan or program must be approved by the Association and by the District. Waiver(s) shall automatically terminate at the end of the school year. In the event that a subsequent waiver(s) is not developed, then the contract language in the Agreement between the District and the Association shall be in full force and effect. If the plan or program is terminated, the waiver shall also terminate and the Agreement shall again fully apply.

E. Separability and Savings

If any provision of this Agreement should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XVIII - DURATION AND RENEGOTIATION

- A. This Agreement shall be effective for the period July 1, 2019 to June 30, 2022.
- B. The Association and the District shall meet upon the request of either party to discuss matters of mutual concern and to discuss the impact of any new legislation that falls within the required scope of negotiations.
- C. There shall be no reopeners for the duration of this Agreement except upon mutual agreement of both parties.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SAN LUIS COASTAL TEACHERS ASSOCIATION
Effective July 1, 2019
Annual Salary

Step	I	II BA + 45	III BA + 60	Step
1	48,399.00	49,011.00	50,237.00	1
2	50,237.00	51,463.00	52,685.00	2
3	52,685.00	53,911.00	55,137.00	3
4	55,137.00	56,362.00	57,587.00	4
5	57,587.00	58,813.00	60,038.00	5
6	60,038.00	61,264.00	62,490.00	6
7	62,490.00	63,713.00	64,939.00	7
8	64,939.00	66,165.00	67,389.00	8
9	67,389.00	68,614.00	69,840.00	9
10	69,840.00	71,065.00	72,291.00	10
11			74,742.00	11
12			77,193.00	12
13			79,643.00	13
14			82,093.00	14
15			84,544.00	15
16			86,995.00	16
17			89,445.00	17
18			91,895.00	18
19			94,347.00	19
20			95,571.00	20
21			96,796.00	21
22			98,021.00	22
23			99,246.00	23
24			100,473.00	24
25			101,697.00	25

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

Teacher Hourly	\$35.63
Summer School	\$35.63

2% added to 2018-19 salary schedule.

Elementary and Secondary Counselors will receive a responsibility factor of 5% for possession of a PPS credential in School Counseling.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SAN LUIS COASTAL TEACHERS ASSOCIATION
Effective July 1, 2020
Annual Salary

Step	I	II BA + 45	III BA + 60	Step
1	49,367.00	49,991.00	51,242.00	1
2	51,242.00	52,492.00	53,739.00	2
3	53,739.00	54,989.00	56,240.00	3
4	56,240.00	57,489.00	58,739.00	4
5	58,739.00	59,989.00	61,239.00	5
6	61,239.00	62,489.00	63,740.00	6
7	63,740.00	64,987.00	66,238.00	7
8	66,238.00	67,488.00	68,737.00	8
9	68,737.00	69,986.00	71,237.00	9
10	71,237.00	72,486.00	73,737.00	10
11			76,237.00	11
12			78,737.00	12
13			81,236.00	13
14			83,735.00	14
15			86,235.00	15
16			88,735.00	16
17			91,234.00	17
18			93,733.00	18
19			96,234.00	19
20			97,482.00	20
21			98,732.00	21
22			99,981.00	22
23			101,231.00	23
24			102,482.00	24
25			103,731.00	25

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

Teacher Hourly	\$36.34
Summer School	\$36.34

2% added to 2019-20 salary schedule*

*See Tentative Agreement for more details.

Elementary and Secondary Counselors will receive a responsibility factor of 5% for possession of a PPS credential in School Counseling.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SAN LUIS COASTAL TEACHERS ASSOCIATION
Effective July 1, 2021
Annual Salary

Step	I	II BA + 45	III BA + 60	Step
1	50,354.00	50,991.00	52,267.00	1
2	52,267.00	53,542.00	54,814.00	2
3	54,814.00	56,089.00	57,365.00	3
4	57,365.00	58,639.00	59,914.00	4
5	59,914.00	61,189.00	62,464.00	5
6	62,464.00	63,739.00	65,015.00	6
7	65,015.00	66,287.00	67,563.00	7
8	67,563.00	68,838.00	70,112.00	8
9	70,112.00	71,386.00	72,662.00	9
10	72,662.00	73,936.00	75,212.00	10
11			77,762.00	11
12			80,312.00	12
13			82,861.00	13
14			85,410.00	14
15			87,960.00	15
16			90,510.00	16
17			93,059.00	17
18			95,608.00	18
19			98,159.00	19
20			99,432.00	20
21			100,707.00	21
22			101,981.00	22
23			103,256.00	23
24			104,532.00	24
25			105,806.00	25

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

Teacher Hourly	\$37.07
Summer School	\$37.07

2% added to 2020-21 salary schedule*

*See Tentative Agreement for more details.

Elementary and Secondary Counselors will receive a responsibility factor of 5% for possession of a PPS credential in School Counseling.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SAN LUIS COASTAL TEACHERS ASSOCIATION

Effective July 1, 2019

Program Specialists (209 days)

Step	I BA		II BA + 45		III BA + 60		Step
	No Masters	W Masters	No Masters	W Masters	No Masters	W Masters	
1	58,735	59,735	59,477	60,477	60,964	61,964	1
2	60,964	61,964	62,453	63,453	63,937	64,937	2
3	63,937	64,937	65,424	66,424	66,912	67,912	3
4	66,912	67,912	68,398	69,398	69,885	70,885	4
5	69,885	70,885	71,372	72,372	72,859	73,859	5
6	72,859	73,859	74,347	75,347	75,835	76,835	6
7	75,835	76,835	77,320	78,320	78,807	79,807	7
8	78,807	79,807	80,295	81,295	81,781	82,781	8
9	81,781	82,781	83,267	84,267	84,755	85,755	9
10	84,755	85,755	86,241	87,241	87,729	88,729	10
11					90,701	91,701	11
12					93,677	94,677	12
13					96,650	97,650	13
14					99,623	100,623	14
15					102,598	103,598	15
16					105,573	106,573	16
17					108,546	109,546	17
18					111,519	112,519	18
19					114,494	115,494	19
20					115,979	116,979	20
21					117,466	118,466	21
22					118,953	119,953	22
23					120,441	121,441	23
24					121,929	122,929	24
25					123,415	124,415	25

2% added to 18-19 salary schedule.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SAN LUIS COASTAL TEACHERS ASSOCIATION

Effective July 1, 2020

Program Specialists (209 days)

Step	I BA		II BA + 45		III BA + 60		Step
	No Masters	W Masters	No Masters	W Masters	No Masters	W Masters	
1	59,910	60,910	60,667	61,667	62,183	63,183	1
2	62,183	63,183	63,702	64,702	65,216	66,216	2
3	65,216	66,216	66,732	67,732	68,250	69,250	3
4	68,250	69,250	69,766	70,766	71,283	72,283	4
5	71,283	72,283	72,799	73,799	74,316	75,316	5
6	74,316	75,316	75,834	76,834	77,352	78,352	6
7	77,352	78,352	78,866	79,866	80,383	81,383	7
8	80,383	81,383	81,901	82,901	83,417	84,417	8
9	83,417	84,417	84,932	85,932	86,450	87,450	9
10	86,450	87,450	87,966	88,966	89,484	90,484	10
11					92,515	93,515	11
12					95,551	96,551	12
13					98,583	99,583	13
14					101,615	102,615	14
15					104,650	105,650	15
16					107,684	108,684	16
17					110,717	111,717	17
18					113,749	114,749	18
19					116,784	117,784	19
20					118,299	119,299	20
21					119,815	120,815	21
22					121,332	122,332	22
23					122,850	123,850	23
24					124,368	125,368	24
25					125,883	126,883	25

2% added to 2019-20 salary schedule*

*See Tentative Agreement for more details.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SAN LUIS COASTAL TEACHERS ASSOCIATION

Effective July 1, 2021
Program Specialists (209 days)

Step	I BA		II BA + 45		III BA + 60		Step
	No Masters	W Masters	No Masters	W Masters	No Masters	W Masters	
1	61,108	62,108	61,880	62,880	63,427	64,427	1
2	63,427	64,427	64,976	65,976	66,520	67,520	2
3	66,520	67,520	68,067	69,067	69,615	70,615	3
4	69,615	70,615	71,161	72,161	72,709	73,709	4
5	72,709	73,709	74,255	75,255	75,802	76,802	5
6	75,802	76,802	77,351	78,351	78,899	79,899	6
7	78,899	79,899	80,443	81,443	81,991	82,991	7
8	81,991	82,991	83,539	84,539	85,085	86,085	8
9	85,085	86,085	86,631	87,631	88,179	89,179	9
10	88,179	89,179	89,725	90,725	91,274	92,274	10
11					94,365	95,365	11
12					97,462	98,462	12
13					100,555	101,555	13
14					103,647	104,647	14
15					106,743	107,743	15
16					109,838	110,838	16
17					112,931	113,931	17
18					116,024	117,024	18
19					119,120	120,120	19
20					120,665	121,665	20
21					122,211	123,211	21
22					123,759	124,759	22
23					125,307	126,307	23
24					126,855	127,855	24
25					128,401	129,401	25

2% added to 2020-21 salary schedule*

*See Tentative Agreement for more details.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

Effective July 1, 2019

School psychologists shall have 198 work days/year.

School psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary	Per Diem
1	1-3	\$77,323	\$395.52
2	4-6	\$83,271	\$420.56
3	7-9	\$90,409	\$456.61
4	10-12	\$98,736	\$498.67
5	13-15	\$107,062	\$540.72
6	16 }	\$115,369	\$582.67

This salary schedule shall be increased by the same percentage, and on the same time lines, as the teachers' salary schedule (see Appendix A).

2% added to 2018-19 salary schedule.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

Effective July 1, 2020

School Psychologists shall have 198 work days/year.

School Psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary	Per Diem
1	1-3	\$78,869	\$398.33
2	4-6	\$84,936	\$428.97
3	7-9	\$92,217	\$465.74
4	10-12	\$100,711	\$508.64
5	13-15	\$109,203	\$551.53
6	16 }	\$117,676	\$594.32

This salary schedule shall be increased by the same percentage, and on the same time lines, as the teachers' salary schedule.

2% added to 2019-20 salary schedule*

*See Tentative Agreement for more details.

Approved by the Board of Education on June 4, 2019

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS

Effective July 1, 2021

School Psychologists shall have 198 work days/year.

School Psychologists shall be paid in accordance with the salary schedule shown below:

Step	Years on step	Annual Salary	Per Diem
1	1-3	\$80,446	\$406.29
2	4-6	\$86,635	\$437.55
3	7-9	\$94,061	\$475.06
4	10-12	\$102,725	\$518.81
5	13-15	\$111,387	\$562.56
6	16 }	\$120,030	\$606.21

This salary schedule shall be increased by the same percentage, and on the same time lines, as the teachers' salary schedule.

2% added to 2019-20 salary schedule*

*See Tentative Agreement for more details.

Approved by the Board of Education on June 4, 2019

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SAN LUIS COASTAL TEACHERS ASSOCIATION

SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS

Effective July 1, 2019

Step	Annual Salary	Daily Salary
1	64,841.00	348.61
2	68,836.00	370.09
3	74,460.00	400.32
4	76,628.00	411.98
5	76,985.00	413.90
6	79,509.00	427.47
7	82,031.00	441.03
8	84,557.00	454.61
9	87,079.00	468.17
10	88,025.00	473.25
11	90,475.00	486.42
12	92,925.00	499.60
13	95,377.00	512.78
14	96,601.00	519.36
15	97,826.00	525.95
16	99,051.00	532.53
17	100,276.00	539.12
18	101,503.00	545.72
19	102,727.00	552.30

2% added to 2018-19 salary schedule.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SAN LUIS COASTAL TEACHERS ASSOCIATION

SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS

Effective July 1, 2020

<u>Step</u>	<u>Annual Salary</u>	<u>Daily Salary</u>
1	66,138.00	355.58
2	70,213.00	377.49
3	75,949.00	408.33
4	78,161.00	420.22
5	78,525.00	422.18
6	81,099.00	436.02
7	83,672.00	449.85
8	86,248.00	463.70
9	88,821.00	477.53
10	89,786.00	482.72
11	92,285.00	496.16
12	94,784.00	509.59
13	97,285.00	523.04
14	98,533.00	529.75
15	99,783.00	536.47
16	101,032.00	543.18
17	102,282.00	549.90
18	103,533.00	556.63
19	104,782.00	563.34

2% added to 2019-20 salary schedule*

*See Tentative Agreement for more details.

Approved by the Board of Education on June 4, 2019.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

SAN LUIS COASTAL TEACHERS ASSOCIATION

SALARY SCHEDULE FOR SPEECH LANGUAGE PATHOLOGISTS

Effective July 1, 2021

Step	Annual Salary	Daily Salary
1	67,461.00	362.69
2	71,617.00	385.04
3	77,468.00	416.49
4	79,724.00	428.62
5	80,096.00	430.62
6	82,721.00	444.74
7	85,345.00	458.84
8	87,973.00	472.97
9	90,597.00	487.08
10	91,582.00	492.38
11	94,131.00	506.08
12	96,680.00	519.78
13	99,231.00	533.50
14	100,504.00	540.34
15	101,779.00	547.20
16	103,053.00	554.05
17	104,328.00	560.90
18	105,604.00	567.76
19	106,878.00	574.61

2% added to 2020-21 salary schedule*

*See Tentative Agreement for more details.

Approved by the Board of Education on June 4, 2019.

EXTRA DUTY PAY

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

Rules:

- 1. The positions and extra duty pay listed shall be appropriated only if the district authorizes the position(s) to be filled.*
- 2. All assignments shall be for the season only and renewed at the discretion of the site principal and/or district office. Extra duty pay is listed for a full year of service and will be prorated for service of less than a full year.*
- 3. All athletic seasons and activities begin and end as defined by site principal, site determined season of sport and/or district office.*
- 4. ALL Extra Duty assignments are to be authorized through the designated site administrator on the District approved Offer of Paid Extra Duty Assignment form which requires Administrator and Employee signatures with the specific assignment and amount of the extra duty pay.*
- 5. All persons taking on extra duty athletic assignments, including the support services positions, must meet all minimum requirements of the California Education Code.*

A. Elementary

1. Site Allocations

Each elementary school is to receive an annual allocation of \$12 per student based on the prior year's enrollment on the annual CBEDS date. As to subsequent years, the Board retains budget control just as it does with the secondary extra duty assignments. Specific activities (assignments) and the extra duty pay amount to individual teachers will be determined at each school utilizing the management/leadership team process. Such decisions are to be guided by the following:

- Funds are to be expended to effect greatest benefit for the most students.
- Unused allocations to sites will revert to the general funds of the District.

Such decisions shall be final and are not grievable, and such annual decisions at each site are not to be precedents for future decision at a site or between sites.

2. Teacher-In-Charge

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

3. Elementary Leadership Teams

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

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

4. Student Success Team

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

5. Combination Class

Each elementary teacher of a combination class will receive extra duty pay in the amount of \$3,000 for a full year of service in a combination class or on a pro rata basis for service of less than a full year.

6. Overnight Curricular Trip

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

B. Secondary

1. Instructional Cabinet Member (Department Chairperson):

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

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

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

Secondary Instructional Cabinet Extra Duty Pay per Member:

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

2. Secondary Management Teams

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

C. Other District Extra Duty Pay

1. Mentor Extra Duty Pay

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

2. Nursing Coordinator

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

D. Athletic Extra Duty Schedule

1. High School

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

<u>Tier 1 Sports</u>		<u>Tier 2 Sports</u>
Baseball	Swimming	Golf
Basketball	Track	Stunt Cheer
Cross Country	Volleyball	Tennis
Football	Water Polo	
Soccer	Wrestling	
Softball		

2. Middle School

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

E. Activities Extra Duty Schedule1. High School

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

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

2. Middle School

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

San Luis Coastal Unified School District
CERTIFICATED EMPLOYEE EVALUATION SYSTEM
EVALUATION MATRIX
REVISED 5/14/18

MEMBERSHIP →	Track 1	Track 2	Track 3	Track 4
	Certificated employees new to profession and/or district	Experienced certificated employees in third or later year	Permanent certificated employees with an “unsatisfactory” in one or more components OR two or more “basic” ratings in a domain OR a majority of basics overall	Intensive assistance for certificated employees who show a persistent lack of progress or improvement in Track 3
• Duration	2 years	Ongoing	Until moved back to Track 2 (upon resolution of concern) or into Track 4 (minimum of 90 school days in Track 3 before moving to Track 4)	Until moved to another track.
• Triggers that transition an employee out of current track	Start of Year 3 moves to Track 2	“Unsatisfactory” in one or more components OR two or more “basic” ratings in a domain OR a majority of basics overall – results in a move to Track 3	Improvement in targeted component(s) moves to Track 2 “Formal eval;” continued unsatisfactory progress moves to Track 4	Proficiency in all targeted component(s) moves employee to Track 2 formal the following year. Improvement in all targeted component(s) moves employee to Track 3 the following year.
PROTOCOL				
• Timeframe for written summative evaluations	Summative evaluations occur twice a year, by Dec. 15 and no later than 30 days prior to end of year	Annually (formal or self-directed) see SLCTA contract	A performance improvement plan (PIP) will be developed by October 1 Summative evaluation no sooner than the 90 th school day, or earlier by mutual agreement	A performance improvement plan (PIP) will be developed by October 1 Summative evaluations occur twice a year, by Dec. 15 and no later than 30 days prior to end of year
• Number and selection process of components to be used in the summative evaluation	Total of 8 components as chosen by evaluator – 3 each from Domains 2 & 3 + 1 each from Domains 1 & 4	Formal only: Employee & evaluator jointly select 1 component; employee selects 2 & evaluator selects 2 (total of 5 components from at least 2 domains)	Formal summative evaluation: • Targeted components of concern • Evaluator-directed	Formal summative evaluation: • Targeted components of concern • Evaluator-directed
• Observation structure	Fall: 2 formal, announced observations, 2 informal observations (w/written feedback) prior to the mid year summative evaluation Spring: 1 formal, announced observation, 1 informal observation (w/written feedback) prior to the final summative evaluation	Formal: 1 formal observation plus at least 2 informal observations (w/written feedback) Self Directed: Walkthroughs only (written feedback optional), no formal observation	For Domains 2 and 3 only: Fall: Minimum of 2 formal, announced observations, 2 informal observations (w/written feedback) prior to the mid year summative evaluation Spring: Minimum of 2 formal, announced observations, 2 informal observations (w/written feedback) prior to the final summative evaluation For Domains 1 and 4: see possible support systems.	For Domains 2 and 3 only: Fall: Minimum of 2 formal, announced observations, 3 informal observations (w/written feedback) prior to the mid year summative evaluation Spring: Minimum of 2 formal, announced observations, 3 informal observations (w/written feedback) prior to the final summative evaluation For Domains 1 and 4: see possible support systems.
• Pre- & post-conference	within 3 working days before and after formal observations	within 3 working days before and after formal observations	within 3 working days before and after formal observations	within 3 working days before and after formal observations
• Artifacts	Employee’s use of (for example) lesson plans, grade books, parent communication, student work, assessment results; etc. (see List of Artifact Examples)	Employee’s use of (for example) lesson plans, grade books, parent communication, student work, assessment results; etc. (see List of Artifact Examples)	Employee’s use of (for example) lesson plans, grade books, parent communication, student work, assessment results; etc. (see List of Artifact Examples)	Employee’s use of (for example) lesson plans, grade books, parent communication, student work, assessment results; etc. (see List of Artifact Examples)

San Luis Coastal Unified School District
CERTIFICATED EMPLOYEE EVALUATION SYSTEM
EVALUATION MATRIX
REVISED 5/14/18

	Track 1	Track 2	Track 3	Track 4
• Summative Evaluation Deadlines	Dec. 15 for the mid-year summative evaluation and no later than 30 calendar days prior to the last student instructional day for the final summative evaluation	No later than 30 calendar days prior to the last student instructional day for the final summative evaluation	Focused summative evaluation no sooner than 90 work days, unless earlier by mutual agreement	Dec. 15 for the mid-year summative evaluation and no later than 30 calendar days prior to the last student instructional day for the final summative evaluation
• Possible Support Systems	Teacher Induction Program (TIP) (new only) Professional Learning Community (PLC) Professional Development (PD) Peer support/collaboration	PLC & PD as needed	Administration and/or peer support, release time, PLC, PD, co-developed targeted improvement plan, etc. For Domains 1 and 4: regularly scheduled professional improvement meetings. (approximately every month) May include observations as indicated in PIP Watch Teachscape calibration videos	All supports in Track 3 A combination of individual and joint observations, and joint summative evaluations, by two evaluators. (Refer to the evaluation handbook) Mandatory referral to Peer Assistance & Review. (PAR) Mandatory PAR participation is required of permanent teachers with an unsatisfactory performance evaluation related to teaching strategies, subject matter competence, and/or classroom organization Watch Teachscape calibration videos
• Goal Setting and Goal Reflection	N/A	Self-Directed only: Employee shall select at least 1 component from any domain	N/A	N/A

Check boxes as appropriate:

E ☐ Evaluator Selected**T** ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice

FOR TEACHERS

E T Domain 1: Planning and Preparation	E T Domain 2: Classroom Environment
<input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating knowledge of content and pedagogy <ul style="list-style-type: none"> ▪ <i>knowledge of content and the structure of the discipline</i> ▪ <i>knowledge of prerequisite relationships</i> ▪ <i>knowledge of content-related pedagogy</i> <input type="checkbox"/> <input type="checkbox"/> 1b. Demonstrating knowledge of students <ul style="list-style-type: none"> ▪ <i>knowledge of child and adolescent development</i> ▪ <i>knowledge of the learning process</i> ▪ <i>knowledge of students' skills, knowledge and language proficiency</i> ▪ <i>knowledge of students' interests and cultural heritage</i> ▪ <i>knowledge of students' special needs</i> <input type="checkbox"/> <input type="checkbox"/> 1c. Setting instructional outcomes <ul style="list-style-type: none"> ▪ <i>value, sequence and alignment</i> ▪ <i>clarity</i> ▪ <i>balance</i> ▪ <i>suitability for diverse learners</i> <input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of resources <ul style="list-style-type: none"> ▪ <i>resources for classroom use</i> ▪ <i>resources to extend content knowledge and pedagogy</i> ▪ <i>resources for students</i> <input type="checkbox"/> <input type="checkbox"/> 1e. Designing coherent instruction <ul style="list-style-type: none"> ▪ <i>learning activities</i> ▪ <i>instructional materials and resources</i> ▪ <i>instructional groups</i> ▪ <i>lesson and unit structure</i> <input type="checkbox"/> <input type="checkbox"/> 1f. Designing student assessments <ul style="list-style-type: none"> ▪ <i>congruence with instructional outcomes</i> ▪ <i>criteria and standards</i> ▪ <i>design of formative assessments</i> ▪ <i>use for planning</i> 	<input type="checkbox"/> <input type="checkbox"/> 2a. Creating an environment of respect and rapport <ul style="list-style-type: none"> ▪ <i>teacher interaction with students</i> ▪ <i>student interactions with one another</i> <input type="checkbox"/> <input type="checkbox"/> 2b. Establishing a culture for learning <ul style="list-style-type: none"> ▪ <i>importance of the content</i> ▪ <i>expectations for learning and achievement</i> ▪ <i>student pride in work</i> <input type="checkbox"/> <input type="checkbox"/> 2c. Managing classroom procedures <ul style="list-style-type: none"> ▪ <i>management of instructional groups</i> ▪ <i>management of transitions</i> ▪ <i>management of materials and supplies</i> ▪ <i>performance of non-instructional duties</i> ▪ <i>supervision of volunteers and paraprofessionals</i> <input type="checkbox"/> <input type="checkbox"/> 2d. Managing student behavior <ul style="list-style-type: none"> ▪ <i>expectations</i> ▪ <i>monitoring of student behavior</i> ▪ <i>responses to student misbehavior</i> <input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space <ul style="list-style-type: none"> ▪ <i>safety and accessibility</i> ▪ <i>arrangement of furniture and use of physical resources</i>

<p>E T Domain 4: Professional Responsibilities</p> <p><input type="checkbox"/> <input type="checkbox"/> 4a. Reflection on Teaching</p> <ul style="list-style-type: none"> ▪ <i>accuracy</i> ▪ <i>use in future teaching</i> <p><input type="checkbox"/> <input type="checkbox"/> 4b. Maintaining accurate records</p> <ul style="list-style-type: none"> ▪ <i>student completion of assignments</i> ▪ <i>student progress in learning</i> ▪ <i>non-instructional records</i> <p><input type="checkbox"/> <input type="checkbox"/> 4c. Communicating with families</p> <ul style="list-style-type: none"> ▪ <i>information about the instructional program</i> ▪ <i>information about individual students</i> ▪ <i>engagement of families in the instructional program</i> <p><input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community</p> <ul style="list-style-type: none"> ▪ <i>relationships with colleagues</i> ▪ <i>involvement in a culture of professional inquiry</i> ▪ <i>service to school</i> ▪ <i>participation in school and district projects</i> <p><input type="checkbox"/> <input type="checkbox"/> 4e. Growing and developing professionally</p> <ul style="list-style-type: none"> ▪ <i>enhancement of content knowledge and pedagogical skill</i> ▪ <i>receptivity to feedback from colleagues</i> ▪ <i>service to profession</i> <p><input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism</p> <ul style="list-style-type: none"> ▪ <i>integrity and ethical conduct</i> ▪ <i>service to students</i> ▪ <i>advocacy</i> ▪ <i>decision-making</i> ▪ <i>compliance with school and district regulations</i> 	<p>E T Domain 3: Instruction</p> <p><input type="checkbox"/> <input type="checkbox"/> 3a. Communicating with students</p> <ul style="list-style-type: none"> ▪ <i>expectations for learning</i> ▪ <i>directions and procedures</i> ▪ <i>explanations of content</i> ▪ <i>use of oral and written language</i> <p><input type="checkbox"/> <input type="checkbox"/> 3b. Using questioning and discussion techniques</p> <ul style="list-style-type: none"> ▪ <i>quality of questions</i> ▪ <i>discussion techniques</i> ▪ <i>student participation</i> <p><input type="checkbox"/> <input type="checkbox"/> 3c. Engaging students in learning</p> <ul style="list-style-type: none"> ▪ <i>activities and assignments</i> ▪ <i>grouping of students</i> ▪ <i>instructional materials and resources</i> ▪ <i>structure and pacing</i> <p><input type="checkbox"/> <input type="checkbox"/> 3d. Using assessment in instruction</p> <ul style="list-style-type: none"> ▪ <i>assessment criteria</i> ▪ <i>monitoring of student learning</i> ▪ <i>feedback to students</i> ▪ <i>student self-assessment and monitoring of progress</i> <p><input type="checkbox"/> <input type="checkbox"/> 3e. Demonstrating flexibility and responsiveness</p> <ul style="list-style-type: none"> ▪ <i>lesson adjustment</i> ▪ <i>response to students</i> ▪ <i>persistence</i>
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Check boxes as appropriate:
E ☐ Evaluator Selected
T ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice School Counselors

FOR COUNSELORS

<p>E T Domain 1: Planning and Preparation</p> <p><input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating knowledge of counseling theory and techniques.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1b. Demonstrating knowledge of child and adolescent development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1c. Establishing goals for the counseling program appropriate to the setting and the students served.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1e. Planning the counseling program, integrated with the regular school program, and including developmental guidance, intervention, and responsive services. This involves individual and small-group sessions, in-class activities, and includes crisis prevention, intervention, and response.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1f. Developing a plan to evaluate the counseling program.</p>	<p>E T Domain 2: The Environment (office/small-group environment)</p> <p><input type="checkbox"/> <input type="checkbox"/> 2a. Creating an environment of respect and rapport.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2b. Establishing a culture for productive communication.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2c. Managing routines and procedures.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2d. Establishing standards of conduct and contributing to the culture for student behavior throughout the school.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space.</p>
<p>E T Domain 4: Professional Responsibilities</p> <p><input type="checkbox"/> <input type="checkbox"/> 4a. Reflecting on Practice.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4b. Maintaining records and submitting them in a timely fashion.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4c. Communicating with families.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4e. Engaging in professional development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism. This includes integrity, advocacy, and maintaining confidentiality.</p>	<p>E T Domain 3: Delivery of Service</p> <p><input type="checkbox"/> <input type="checkbox"/> 3a. Assessing student needs.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3b. Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3c. Using counseling techniques in individual and classroom programs.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3d. Brokering resources to meet needs.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3e. Demonstrating flexibility and responsiveness.</p>

Check boxes as appropriate:

E ☐ Evaluator Selected**T** ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice Instructional Specialists

FOR INSTRUCTIONAL
SPECIALISTS

<p>E T Domain 1: Planning and Preparation</p> <p><input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating knowledge of current trends in specialty area and professional development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1b. Demonstrating knowledge of the school's program and levels of teacher skill in delivering that program.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1c. Establishing goals for the instructional support program appropriate to the setting and the teachers served.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of resources, both within and beyond the school and district.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1e. Planning the instructional support program, integrated with the overall school program.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1f. Developing a plan to evaluate the instructional support program.</p>	<p>E T Domain 2: The Environment</p> <p><input type="checkbox"/> <input type="checkbox"/> 2a. Creating an environment of trust and respect.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2b. Establishing a culture for ongoing instructional improvement.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2c. Establishing clear procedures for teachers to gain access to instructional support.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2d. Establishing and maintaining norms of behavior for professional interactions</p> <p><input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space for workshops or training. This includes the use of training equipment, arrangement of furniture for visual access, traffic flow, and a match between the physical arrangement and workshop activities.</p>
<p>E T Domain 4: Professional Responsibilities</p> <p><input type="checkbox"/> <input type="checkbox"/> 4a. Reflecting on Practice.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4b. Preparing and submitting budgets and reports.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4c. Coordinating work with other instructional specialists.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4e. Engaging in professional development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism, including integrity and confidentiality.</p>	<p>E T Domain 3: Delivery of Service</p> <p><input type="checkbox"/> <input type="checkbox"/> 3a. Collaborating with teachers in the design of instructional units and lessons.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3b. Engaging teachers in learning new instructional skills.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3c. Sharing expertise with staff. This could include teaching model lessons, presenting workshops, and facilitating study groups.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3d. Locating resources for teachers to support instructional improvement.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3e. Demonstrating flexibility and responsiveness.</p>

Check boxes as appropriate:

E ☐ Evaluator Selected**T** ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice School Psychologists

FOR PSYCHOLOGISTS

E T Domain 1: Planning and Preparation <input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating knowledge and skill in using psychological instruments to evaluate students. <input type="checkbox"/> <input type="checkbox"/> 1b. Demonstrating knowledge of child and adolescent development and psychopathology. <input type="checkbox"/> <input type="checkbox"/> 1c. Establishing goals for the psychology program appropriate to the setting of the students served. <input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district. <input type="checkbox"/> <input type="checkbox"/> 1e. Planning the psychology program, integrated with the regular school program, to meet the needs of individual students and including prevention. <input type="checkbox"/> <input type="checkbox"/> 1f. Developing a plan to evaluate the psychology program.	E T Domain 2: The Environment <input type="checkbox"/> <input type="checkbox"/> 2a. Establishing rapport with students. This includes using interpersonal skills such as empathy to establish trust and reduce anxiety. <input type="checkbox"/> <input type="checkbox"/> 2b. Establishing a culture for positive mental health throughout the school. <input type="checkbox"/> <input type="checkbox"/> 2c. Establishing and maintaining clear procedures for referrals. <input type="checkbox"/> <input type="checkbox"/> 2d. Establishing standards of conduct in the testing center. <input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space for testing of students and storage of materials.
E T Domain 4: Professional Responsibilities <input type="checkbox"/> <input type="checkbox"/> 4a. Reflecting on Practice. <input type="checkbox"/> <input type="checkbox"/> 4b. Communicating with families. This is accomplished by, for example, establishing rapport and securing permissions. <input type="checkbox"/> <input type="checkbox"/> 4c. Maintaining accurate records. <input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community. This includes providing inservice training when appropriate. <input type="checkbox"/> <input type="checkbox"/> 4e. Engaging in professional development. <input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism. This includes integrity, advocacy, and maintaining confidentiality.	E T Domain 3: Delivery of Service <input type="checkbox"/> <input type="checkbox"/> 3a. Responding to referrals; consulting with teachers and administrators. <input type="checkbox"/> <input type="checkbox"/> 3b. Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines. <input type="checkbox"/> <input type="checkbox"/> 3c. Chairing evaluation team. <input type="checkbox"/> <input type="checkbox"/> 3d. Planning interventions to maximize students' likelihood of success. <input type="checkbox"/> <input type="checkbox"/> 3e. Maintaining contact with physicians and community mental health service providers. <input type="checkbox"/> <input type="checkbox"/> 3f. Demonstrating flexibility and responsiveness.

Check boxes as appropriate:
E ☐ Evaluator Selected
T ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice School Nurses

FOR NURSES

<p>E T Domain 1: Planning and Preparation</p> <p><input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating medical knowledge and skill in nursing techniques.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1b. Demonstrating knowledge of child and adolescent development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1c. Establishing goals for the nursing program appropriate to the setting and the students served.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of government, community, and district regulations and resources.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1e. Planning the nursing program for both individuals and groups of students, integrated with the regular school program.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1f. Developing a plan to evaluate the nursing program.</p>	<p>E T Domain 2: The Environment (office/small-group environment)</p> <p><input type="checkbox"/> <input type="checkbox"/> 2a. Creating an environment of respect and rapport.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2b. Establishing a culture for health and wellness.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2c. Following health protocols and procedures.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2d. Supervising health associates.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space.</p>
<p>E T Domain 4: Professional Responsibilities</p> <p><input type="checkbox"/> <input type="checkbox"/> 4a. Reflecting on Practice.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4b. Maintaining health records in accordance with policy and submitting reports in a timely fashion.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4c. Communicating with families.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4e. Engaging in professional development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism. This includes integrity, advocacy, and maintaining confidentiality.</p>	<p>E T Domain 3: Delivery of Service</p> <p><input type="checkbox"/> <input type="checkbox"/> 3a. Assessing student needs.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3b. Administering medications to students.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3c. Promoting wellness through classes or classroom presentations.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3d. Demonstrating flexibility and responsiveness.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3e. Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs. This ensures that equitable learning opportunities are available for all students.</p>

Check boxes as appropriate:

E ☐ Evaluator Selected**T** ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice Therapeutic Specialists

FOR THERAPEUTIC
SPECIALISTS

<p>E T Domain 1: Planning and Preparation</p> <p><input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating knowledge and skill in the specialist therapy area; holding the relevant certificate or license.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1b. Establishing goals for the therapy program appropriate to the setting and the students served.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1c. Demonstrating knowledge of district, state, and federal regulations and guidelines.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of resources, both within and beyond the school and district.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1e. Planning the therapy program, integrated with the regular school program, to meet the needs of individual students.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1f. Developing a plan to evaluate the therapy program.</p>	<p>E T Domain 2: The Environment</p> <p><input type="checkbox"/> <input type="checkbox"/> 2a. Establishing rapport with students.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2b. Organizing time effectively.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2c. Establishing and maintaining clear procedures for referrals.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2d. Establishing standards of conduct in the treatment center.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space for testing of students and providing therapy.</p>
<p>E T Domain 4: Professional Responsibilities</p> <p><input type="checkbox"/> <input type="checkbox"/> 4a. Reflecting on Practice.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4b. Collaborating with teachers and administrators.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4c. Maintaining an effective data-management system.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community. This includes providing inservice training when appropriate.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4e. Engaging in professional development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism, including integrity, advocacy, and maintaining confidentiality.</p>	<p>E T Domain 3: Delivery of Service</p> <p><input type="checkbox"/> <input type="checkbox"/> 3a. Responding to referrals and evaluating student needs.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3b. Developing and implementing treatment plans to maximize students' success.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3c. Communicating with families.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3d. Collecting information; writing reports.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3e. Demonstrating flexibility and responsiveness.</p>

Check boxes as appropriate:

E ☐ Evaluator Selected**T** ☐ Teacher Selected

A Framework for Teaching Components of Professional Practice Library Media Specialists

FOR LIBRARY MEDIA
SPECIALISTS

<p>E T Domain 1: Planning and Preparation</p> <p><input type="checkbox"/> <input type="checkbox"/> 1a. Demonstrating knowledge of literature and current trends in library/media practice and information technology.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1b. Demonstrating knowledge of the school's program and student information needs within that program.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1c. Establishing goals for the library/media program appropriate to the setting and the students served.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1d. Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as interlibrary loan.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1e. Planning the library/media program integrated with the overall school program. This includes schedules for individual classes to visit the library and events such as book fairs, work in the classrooms, and time for locating resources.</p> <p><input type="checkbox"/> <input type="checkbox"/> 1f. Developing a plan to evaluate the library/media program.</p>	<p>E T Domain 2: The Environment</p> <p><input type="checkbox"/> <input type="checkbox"/> 2a. Creating an environment of respect and rapport.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2b. Establishing a culture for investigation and love of literature.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2c. Establishing and maintaining library procedures. This includes supervising library assistants.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2d. Managing student behavior.</p> <p><input type="checkbox"/> <input type="checkbox"/> 2e. Organizing physical space to enable smooth flow. This includes clear signage, adequate space for different activities, and attractive displays.</p>
<p>E T Domain 4: Professional Responsibilities</p> <p><input type="checkbox"/> <input type="checkbox"/> 4a. Reflecting on Practice.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4b. Preparing and submitting reports and budgets.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4c. Communicating with the larger community.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4d. Participating in a professional community.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4e. Engaging in professional development.</p> <p><input type="checkbox"/> <input type="checkbox"/> 4f. Showing professionalism. This includes integrity, advocacy, maintaining confidentiality, and observing copyright laws.</p>	<p>E T Domain 3: Delivery of Service</p> <p><input type="checkbox"/> <input type="checkbox"/> 3a. Maintaining and extending the library collection in accordance with the school's needs and within budget limitations. This includes a periodic inventory, repairs, and weeding out.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3b. Collaborating with teachers in the design of instructional units and lessons.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3c. Engaging students in enjoying literature and in learning information skills.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3d. Assisting students and teachers in the use of technology in the library/media center.</p> <p><input type="checkbox"/> <input type="checkbox"/> 3e. Demonstrating flexibility and responsiveness.</p>

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
Request for Special Education Supplemental Support

Requesting Teacher: _____ School: _____

Date: _____ Grade: _____

Request for:

☐ *Specific student support* Student Name _____

Student has: ☐ IEP (attach) ☐ 504 Plan (attach) ☐ New to the District

☐ Formal assessment in progress ☐ Other

☐ Special Circumstance Instructional Assistance (see additional evaluation packet)

☐ Behavior Intervention Consultation

☐ Curriculum Adaptations

☐ Medical – Type: _____

☐ Other: _____

☐ *Teacher support*

☐ Collaboration time _____ release time _____ substitute time _____ extra duty pay

☐ Planning time _____ release time _____ substitute time _____ extra duty pay

☐ Exceptional IEP meeting time _____ release time _____ substitute time _____ extra duty pay

☐ Training needed Topic(s): _____

☐ Other: _____

☐ *Classroom support*

☐ Classroom management support

☐ Classroom personnel support

☐ Differential instruction materials

☐ Other: _____

Rationale:

Principal's Signature

Date

Director of Student Services Signature

Date