

**AGREEMENT BETWEEN THE**

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

**AND THE**

**SANTA MARIA ELEMENTARY  
EDUCATION ASSOCIATION**

**Effective July 1, 2017 through June 30, 2020**

## AGREEMENT INDEX

ARTICLE	SUBJECT	PAGE
1	Agreement and Recognition .....	1
2	Negotiation Procedure .....	2
3	Association Rights .....	3-5
4	Professional Dues and Fees .....	6-8
5	Work Day and Work Year.....	9-18
6	Leaves .....	19-34
7	Safety .....	35
8	Transfers.....	36-43
9	Procedures for the Evaluation of Members.....	44-49
10	Peer Assistance and Review.....	50-57
11	Grievance Procedure.....	58-77
12	Retirement .....	78-82
13	Class Size .....	83-86
14	Benefits .....	87-90
15	Salaries .....	91-100
16	Personnel Files .....	101
17	Intersession.....	102-103
18	Job Sharing.....	104-106
19	Discipline Procedure.....	107-109
20	Year-Round School Implementation .....	110-113
21	District Rights.....	114-115
22	Completion of Meet and Negotiation .....	116
23	Savings .....	117
24	Reconfiguration.....	118
25	Preschool .....	119-122
Appendix A	Teacher Salary Schedule .....	i
Appendix B	Master Plan Psychologist Salary Schedule.....	ii
Appendix C	Preschool Salary Schedule .....	iii
Appendix D	Intersession Salary Schedule .....	iv
Appendix E	Mileage .....	v
Appendix F	Certificated Fringe Benefits .....	vi-vii

## ARTICLE 1 – AGREEMENT AND RECOGNITION

1 1.1 This is a bilateral and binding agreement made and entered into on June 1, 2018,  
2 between the Santa Maria-Bonita School District (hereinafter referred to as "District") and  
3 the Santa Maria Elementary Education Association CTA/NEA (hereinafter referred to as  
4 "Association"). The term "Member(s) of the Bargaining Unit" shall hereinafter be referred  
5 to as "Member(s)."

6 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the  
7 Government Code ("Act").

8 1.3 This Agreement shall remain in full force and effect from July 1, 2018 until June 30,  
9 2020.

10 1.4 All Articles are closed for the 2017-2018, 2018-2019 and 2019-2020 school years.

11 1.5 The District confirms its recognition of the Association as the exclusive representative of  
12 the existing bargaining unit as of July 1, 2017. The Association is comprised of all  
13 certificated employees excluding management, supervisory, confidential, and substitute  
14 employees.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

- 1 2.1 The term of this agreement is for three years, July 1, 2017 to June 30, 2020.
- 2 2.2 The parties agree to meet and negotiate a successor agreement beginning with the  
3 2020-2021 school year.
- 4 2.3 Either party may utilize the services of outside consultants or negotiators to assist in the  
5 negotiations.
- 6 2.4 Negotiations shall take place at times and dates that are mutually agreed upon  
7 by the parties.
- 8 2.5 The Association shall be entitled to release time for negotiations without loss of  
9 compensation. Release time shall not be used by more than seven (7) Members.

## ARTICLE 3 – ASSOCIATION RIGHTS

- 3.1 The Association shall have the right to reasonable use of District buildings and facilities when not otherwise in use. Such use shall be subject to the conditions of Civic Center Act utilization.
- 3.2 The Association shall have the right to post notices of activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each faculty room. The Association may use the inter-district mail service and Members' mailboxes for communications to Members. Courtesy copies of posted material will be provided to the site administrator and the Superintendent's office at the time of posting.
- 3.3 The District shall provide the President of the Association time off from school duties, at full pay, authorized as follows:
  - 3.3.1 The President's teaching duties shall be equally shared with another teacher. Each year by June 1 the Parties shall meet and agree on how the President's teaching duties will be structured during the next school year.
  - 3.3.2 It is agreed that the Association will pay one-half of the cost of the replacement of the President, with the District paying the other half of the cost, such cost to include fringe benefits.
- 3.4 Names, building assignments and salary schedule placement of Members shall be provided without cost to the Association, no later than the end of the fourth (4th) week following the opening day of school. The District shall also promptly furnish to the Association all budget reports and required state and county reports, as such information becomes available to the public.
- 3.5 The District will forward to the Association a copy of Board agendas, including warrants paid for the related period, exclusive of executive session materials, as well as any amended agenda(s) at the time agenda(s) and amended agenda(s) are distributed to Board members.

## ARTICLE 3 – ASSOCIATION RIGHTS

### 3.6 Labor Management Council

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

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

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

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

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

## ARTICLE 3 – ASSOCIATION RIGHTS

- 3.6.4 We agree that the LMC shall meet monthly, with an agenda created in advance, with a non-member recorder who is responsible for transcribing the group memory.
- 3.6.5 We agree that charts will be created when needed and shall become the group memory of the meetings.
- 3.6.6 We agree that the Human Resources Division shall provide logistical support for the LMC, including reminders of upcoming meetings and acquiring a facilitator when requested by either party.
- 3.6.7 We agree to establish joint communiqués as the primary process by which LMC meeting information shall be shared with constituencies as needed. We acknowledge that each party often and legitimately communicates with its constituency in other ways.
- 3.6.8 We agree that the LMC shall meet on the third Wednesday of each month from 1:30 – 3:00 p.m. unless otherwise mutually agreed.
- 3.6.9 We acknowledge the value of each party's interests and their right to own and express them.
- 3.6.10 We will provide continued and ongoing interest-based problem solving training for all new leaders and LMC members. All LMC members shall commit to participate in interest-based problem-solving training as a condition of membership on the LMC.

## ARTICLE 4 – PROFESSIONAL DUTIES AND FEES

- 4.1 Any Member who is a Member of SMEEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deductions of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing within thirty (30) days prior to the conclusion of the Member's contract year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Member each month for ten (10) months. Deductions for Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.
- 4.2 A Member who is not a Member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of (assigned) duties, shall become a Member of the Association or pay the Association a fee in the amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the Member may authorize payroll deduction for such fee in the same manner as provided in Section 4.1 of this Article. In the event that a Member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 4.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in Section 4.1 of this Article.
- 4.3 Any Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support SMEEA as a condition of employment; except that such Member shall pay, in lieu of a service fee, sums equal to such service fee to one of

## ARTICLE 4 – PROFESSIONAL DUTIES AND FEES

the non-religious, non-labor organization, charitable funds (listed below) exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. American Heart Association
- b. American Red Cross
- c. American Cancer Society

- 4.3.1 Any Member who desires to be exempt from the provisions of Section 4.3 may apply in writing to the Association for such an exemption. A copy of the request with approval by SMEEA will be transmitted to the District Human Resources Office immediately upon receipt by the Association.
- 4.4. With respect to all sums deducted by the District pursuant to authorization of the Member, whether for membership dues or equivalent fee, the District agrees to remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made indicating any changes in personnel from the list previously listed.
- 4.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.6 Upon appropriate written authorization from the Member, the District shall deduct from the salary of any Member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 4.7 The California Teachers Association (CTA) will defend the Santa Maria-Bonita School District (District) and the Santa Maria Elementary Education Association (SMEEA) and will hold them harmless against any claim made by any Member who challenges, by the institution of a judicial proceeding or proceeding before the PERB, the constitutional validity of Government Code Section 3540.1(i) and/or Section 3546. The terms and

## ARTICLE 4 – PROFESSIONAL DUTIES AND FEES

conditions of said defense and indemnity, which inure to the benefit of the District and SMEEA, are set forth as follows:

- 4.7.1 CTA agrees to defend and indemnify the District and SMEEA against legal action by any Member challenging the constitutionality of Government Code Section 3540.1(i) or 3546.
- 4.7.2 SMEEA and the District, immediately upon receipt of notice of such legal action against either or both of them, shall inform CTA of such action, provide CTA with all information, documents and assistance necessary for CTA's defense or settlement of such action, and fully cooperate with CTA in providing all necessary witnesses, experts and assistance necessary for said defense.
- 4.7.3 Upon commencement of such legal action, CTA shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or SMEEA because of such action shall or shall not be compromised, resisted, defended, tried or appealed. CTA's decision thereon shall be final and binding upon all parties to this Agreement.
- 4.7.4 CTA, upon its compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
- 4.7.5 CTA, upon final order and judgment of a court of competent jurisdiction awarding damages to any Member, shall immediately pay to such Member all sums owing under such order and judgment.

## ARTICLE 5 – WORK DAY AND WORK YEAR

### 5.1 Work Year

The number of pupil contact days in the school year shall be 180 days for traditional and single-track, with additional days for activities as prescribed by the District not to exceed six (6) for Members on traditional or single track, and an additional day for Members new to the District.

5.1.1 The academic calendars for each school year will be negotiated in November prior to the beginning of the next school term.

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

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

5.1.4 School Psychologists shall have a 195 day work year and work 8 hours per day (exclusive of lunch)

### 5.2 Work Day

5.2.1 The length of the work day for all Members, except part-time Members, shall be 6 hours and 30 minutes (exclusive of the lunch period and inclusive of 45-minutes of preparation time). The work day for K-6 teachers shall begin 30 minutes before the Member's first scheduled class meeting with students. This time is not a stipulation of a limit as to the work required as it is understood the professional status of the educator makes it desirable and necessary that substantially more than six hours and thirty minutes is and always will be required to complete preparation and other work necessary to satisfactorily execute the responsibilities of the contract. For grades 7 and 8 the following minimum and maximum minutes shall apply: The teacher-pupil instructional contact time for grades 7 and 8 shall not be less than 300 minutes, including homeroom but excluding passing time, and a maximum of 319 minutes which will include passing time and homeroom.

## ARTICLE 5 – WORK DAY AND WORK YEAR

No teacher in grades 7 and 8 will be required to teach six (6) periods. For Junior High Block Schedule minutes refer to Article 5.13)

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

## ARTICLE 5 – WORK DAY AND WORK YEAR

each month the sign-out sheets shall be reviewed as necessary by Human Resources.

5.2.4 Part-time Members shall have at least a three hour and fifteen minute work day. All Part-time Members employed in a 7th and 8th grade site shall have no more than two (2) instructional blocks, and shall have additional responsibility that shall be limited to Back to School Night, except Individualized Education Program meetings that cannot reasonably be held within the workday. All parent conferences shall be scheduled within their workday.

5.2.5 The length of the workday for all District Psychologists shall be 8 hours per day exclusive of a duty free lunch.

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

### 5.3 Duty Free Lunch and Relief Period

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

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

## ARTICLE 5 – WORK DAY AND WORK YEAR

- 5.3.3 In the event of inclement weather, which causes student return to the classroom earlier than the normal lunch period, every effort will be made to provide Members with a lunch period of not less than thirty (30) consecutive minutes.
  - 5.3.4 Prior to the revision of a "rainy day" schedule at any school site, input will be solicited from the affected Members.
  - 5.3.5 All schools shall provide a relief period to Members of not less than ten (10) minutes, which shall occur in the morning as near as possible to the middle of the Members' longest duty assignment.
- 5.4 Preparation Periods: Grades TK-8
- 5.4.1 Each full time Member, except the Association President, employed in grades TK-8 shall have a preparation period. Grades 7 and 8 shall have one period of preparation time each day which shall be equal to the length of a regularly scheduled class period. TK-6 shall have a preparation period one time per month, to be scheduled by the Principal, during the following months: September, October, December, February, April and May on an Early Release Day. All TK-6 members shall be entitled to a preparation period, on an Early Release day, to begin immediately following the dismissal of students and completion of assigned duties. Principals will not schedule a staff meeting or Professional Development on the six Early Release Days designated for the elementary preparation period.
  - 5.4.2 This preparation period is intended for the planning of classroom activities and other duties intrinsic to the classroom teaching function.
  - 5.4.3 This time shall not regularly be interrupted by staff meetings nor shall the time regularly be used to substitute for another employee or Member. Except in cases of extreme necessity or by mutual agreement, such interruptions shall be scheduled one work day in advance. Preparation time, for Grades 7 and 8, used

## ARTICLE 5 – WORK DAY AND WORK YEAR

as a result of requesting homeroom Members to hold classes for special homeroom activities for any portion of the preparation period shall be rotated.

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

### 5.5 Assigned Duties

Members from Grades 1-6, RSP and Intervention Teachers will be assigned to full-day dismissal duty only. Each site will make a concerted effort to schedule no more than two (2) members for dismissal duty, and will schedule no more than three (3). There will be no dismissal duty on Minimum Days. Kindergarten Teachers cannot be assigned dismissal duty for Grades 1-6. Assignments shall be on a rotational basis equitably distributed among the members at the beginning of the school year. This dismissal duty shall not exceed fifteen (15) minutes per day. Afternoon recess duty is voluntary for Grades 1-3.

### 5.6 Staff Meetings

Staff meetings may be required in addition to the work day but must be limited to no more than seven (7) hours per month per Member. This limitation does not apply to parent-teacher conferences, which cannot be scheduled during the work day or parent-teacher organization meetings or other such meetings.

### 5.7 Extracurricular duties and non-teaching activities

Extracurricular duties and non-teaching activities such as student games, dances and special student activity assignments shall be limited to a maximum of eight (8) hours per year. Assignments shall be on a rotational basis equally distributed among the staff. Members will first be given an opportunity to volunteer for duty assignments and all volunteer time will count against the total hours necessary to complete the assignment roster. Extracurricular duties will not be required on weekends or holidays.

## ARTICLE 5 – WORK DAY AND WORK YEAR

### 5.8 Adjunct activities

Adjunct activities are supplemental activities, which take place outside of the work day and help to enhance the effectiveness of the educational process. These activities are voluntary. They do not include parent-teacher conferences or participation in parent-teacher organizations.

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

### 5.10 Junior High Conferences

There will be five (5) student conference days in the fall for all students and three (3) days in the spring for students not meeting graduation requirements and/or at risk of retention. These days are minimum days. Full time Members will attend one evening conference in the fall and one in the spring from 5:00 p.m. until 7:00 p.m. on a mutually agreed upon day during the regular conference period. With the mutual consent of the site administrator and the Members at the site, a second evening conference can be added at each site, or the hours for the evening conference may be altered. Prior to the evening conference, Members will not be required to be on the school site after students are dismissed on the day scheduled for evening conferences. The conferences are to be held in one central location or other mutually agreed upon location. There must be an administrator present during the conference period along with interpreters and other needed support personnel.

### 5.11 TK-6 Conferences

5.11.1 There will be eight (8) student conference days in the fall for all students and five (5) student conference days in the spring for those students who have been determined by the teacher as at risk of retention or otherwise needing a conference or whose parent(s) have requested a conference. These days will be minimum days. The first day of each conference period may, at the Member's

## ARTICLE 5 – WORK DAY AND WORK YEAR

discretion, be a conference-free day to allow time to work on report cards and other conference preparation.

5.11.2 One evening in the fall and one evening in the spring may be designated as an evening conference day as determined by the teachers and site principal on a site by site basis based on need of the parent/guardian community. This will be scheduled on a mutually agreed upon day and time during the regular conference period for a time up to two hours, and it will end no later than 7:00 p.m. With the mutual consent of the site administrator and the Members at the site, one or two evening conferences may be held at each site, with the hours determined at each site, for up to two hours per conference day. The conferences will be held in one central location or at another mutually agreed upon location. There must be an administrator present along with needed support personnel.

5.11.3 A Member who chooses to schedule conferences on the designated evening conference day will not be required to remain on site after the students are dismissed on the day scheduled for evening conferences.

5.11.4 In the event that there are insufficient numbers of evening conferences scheduled to warrant setting up an evening conference date; the evening conference date may be canceled.

### 5.12 Professional Development Block Grant (PDBG)

5.12.1 The District and the Association agree to participate in the Professional Development Block Grant, as follows.

5.12.1.1 The following definitions shall apply only to Paragraphs 5.12 to 5.12.6.

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

## ARTICLE 5 – WORK DAY AND WORK YEAR

5.12.1.1.2 A “dot day” is a mandatory teacher work day with no students in the classroom, which is part of the “additional days for activities as prescribed by the District” as specified in Article 5.1 of the Agreement.

5.12.1.1.3 A “mandatory staff development day” is a single day, six hours and thirty minutes in length, on which all Members are required to attend a staff development session.

5.12.1.1.4 A voluntary staff development day is six hours and thirty minutes in length, or any combination of time that totals six hours and thirty minutes in length.

5.12.1.1.5 “Attend” for the purposes of being paid for attending a mandatory or voluntary staff development day, means meeting the state law requirements of being present for the entire six hour and thirty minute staff development session, signing in at the beginning of day, and signing out at the end of the day. Any member who fails to meet these requirements shall not receive credit for the staff development day.

5.12.2 All Members for whom the District can legally be reimbursed under the PDBG for attendance shall have the opportunity to attend one day (or the equivalent of 1 day) as a voluntary staff development day. Any such Member who actually attends a voluntary staff development day shall be paid at the Member’s per diem rate.

5.12.3 One of the additional days per year for activities prescribed by the District (“dot days”) shall be designated as a mandatory staff development attendance day for all Members.

## ARTICLE 5 – WORK DAY AND WORK YEAR

5.12.4 In calendar years where there is only one “dot day” in the beginning of the school year, that day shall only be used for the purpose of allowing a Member who is a classroom teacher to individually prepare his/her classroom for the start of the school year. No classroom teacher shall be asked or required to attend any meeting or participate in any activity, including staff development, on that day during the Member’s work day.

5.12.5 All year round Members must attend a mandatory staff development day on a day assigned by their supervisor.

5.12.6 Any Member who does not attend the mandatory staff development day must use sick leave days or other usual means of accounting for absence from a normal duty day. In addition, a Member may make up a missed day by attending a voluntary staff development day without compensation, or serving another full day equivalent as approved by the District, in which case the sick day or other compensatory day used by the Member shall be reinstated to the Member.

5.12.7 There are seven (7) minimum days per year in addition to conference day minimum days. These minimum days are used for purposes including staff development, grade level planning and coordination. There will be one (1) minimum day on a date as close to possible as one week before the day report cards are due in each trimester, to work on-site on preparation of standards-based report cards.

### 5.13 Block Schedules at Junior High Schools

There will be block schedules at the district’s junior high schools. The block schedule will have four instructional blocks per day. The number of teacher pupil instructional contact minutes will be a maximum of 309 minutes (during a regular instructional day), with students participating in a 180-day academic year. There will be no minimum number of teacher-pupil instructional contact minutes. The day will be divided into four instructional

## ARTICLE 5 – WORK DAY AND WORK YEAR

blocks. A full-time Member in this program shall teach not more than three (3) instructional blocks each day, with the remaining instructional block to serve as a preparation period. A part-time Member in this program shall teach not more than two (2) instructional blocks, and shall have additional responsibility that shall be limited to Back to School Night, except Individualized Education Program (IEP) meetings that cannot reasonably be held within the workday. All parent conferences shall be scheduled within their workday.

## ARTICLE 6 - LEAVES

### 6.1 Sick Leave

#### 6.1.1 Regular Members of the Bargaining Unit

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

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

6.1.1.3 A Member shall be entitled to use sick leave for illness or visits to a doctor or dentist. This shall also apply to a Member's child, spouse, parent or person living in the household of the Member.

#### 6.1.2 Salary When Absence Exceeds Sick Leave

If a Member is absent in excess of his/her sick leave entitlement, he/she will be paid 57½% of the regular salary for a total combined period of not more than one hundred (100) school days.

#### 6.1.3 Sick Leave Transfer

A new Member who enters the District without a break in service from another public school district in California shall be permitted to transfer verified sick leave into the District. A break in service is defined as one year for this purpose. The new Member shall be responsible for initiating this action.

## ARTICLE 6 - LEAVES

### 6.1.4 Sick Leave Use for Adoption

6.1.4.1 A Member may use up to six weeks of accumulated sick leave for the adoption of a child. Adoption leave benefits shall not be greater than pregnancy leave benefits. However, if both adopting parents are Members, then the maximum combined leave that both parents/Members can use is six weeks; all six weeks can be used by one Member, or each Member can take three weeks (or any other combination of leave not exceeding a total of six weeks).

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

### 6.2 Pregnancy Leave

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

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

#### 6.2.2 Pregnancy Related Disability

The Member must file with the Assistant Superintendent of Human Resources a statement from her physician that she is physically disabled as a result of pregnancy and stating the expected date of delivery. Utilization of sick leave due to pregnancy related disability shall begin whenever the Member is, in the opinion of the attending physician, disabled to the point where the normal duties required of the position cannot be carried on or performed effectively, and may be continued for the length of such physical disability, but not to exceed the school year in which the pregnancy terminates.

## ARTICLE 6 - LEAVES

### 6.2.3 Pay during Pregnancy Related Disability

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

### 6.2.4 Parental Leave

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

### 6.3 Bereavement

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

Spouse or Registered Domestic Partner

Son

Stepson

Daughter

Stepdaughter

## ARTICLE 6 - LEAVES

Mother/Father of the Member or spouse

Sister/Brother of the Member

Grandchild of the Member or spouse

Grandmother/Grandfather of the Member or spouse

Brother/Sister-in-law

Son/Daughter-in-law

Aunt/Uncle of the Member or spouse

Person living in immediate household of the Member

Stepmother/Stepfather of the Member or spouse

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

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

### 6.4 Personal Necessity Leave

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

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

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

## ARTICLE 6 - LEAVES

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

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

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

6.4.1.6 Court Appearance - appearance in court as a litigant.

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

6.4.1.8 Religious holiday

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

### 6.4.3 Discretionary Days

The Member will be allowed to utilize up to four (4) days in a two year period of Personal Necessity Leave days at his/her own discretion upon the following conditions:

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

6.4.3.2 Forty-eight (48) hours written notice shall be required unless extenuating

## ARTICLE 6 - LEAVES

circumstances occur which prevent such notice being given; in that event, the Member shall make every reasonable effort to give advance notice.

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

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

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

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

6.4.5 If the total number of days absent should exceed seven (7) and the reason for the leave is an emergency as defined in items 6.4.1.1, 6.4.1.2, 6.4.1.3 or 6.4.1.5 above, Member shall be paid 57½% of his/her salary for the number of days left of accumulated sick leave. The limits and conditions outlined in item 6.4.1 and 6.4.5 shall apply to this item as well as the rest of the Article.

### 6.5 Inservice Leave

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

## ARTICLE 6 - LEAVES

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

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

### 6.6 Leave of Absence Policy

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

6.6.1.1 Academic-year institutes.

6.6.1.2 Graduate study at own cost at accredited institution.

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

6.6.1.4 Health Leave.

6.6.1.5 Other purposes deemed appropriate by the District.

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

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

#### 6.6.3.1 The District

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

## ARTICLE 6 - LEAVES

### 6.6.3.2 The Member of the Bargaining Unit

6.6.3.2.1 The Member on leave shall keep the District informed of his/her current mailing address.

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

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

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

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

### 6.7 Association Release Days

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

### 6.8 Required Court Appearance

In the event a Member shall be summoned for jury duty or as a witness, he/she shall receive full pay for those days he/she is required to be in court. The Member shall

## ARTICLE 6 - LEAVES

reimburse the District the amount paid to the Member by the court, less expense monies received from the court.

### 6.9 Catastrophic Leave Bank

6.9.1 The District shall maintain a Catastrophic Leave Bank (or "CLB") for eligible certificated employees subject to the terms of this Article.

#### 6.9.2 Eligibility for Membership in the Catastrophic Leave Bank:

Any certificated employee who has been employed by the District for at least 30 days is eligible for membership in the Catastrophic Leave Bank. For purposes of this Article, all certificated administrators shall be considered eligible certificated employees.

#### 6.9.3 Initial Enrollment in the Catastrophic Leave Bank:

The District will conduct an initial enrollment period for the Catastrophic leave bank, starting on April 21, 2003, and ending on June 20, 2003. All current certificated employees who agree to participate in the CLB will be assessed one day of sick leave to be contributed to the CLB. The sick day will be assessed on July 1, 2003. Certificated employees hired after the initial enrollment period, or who are returning from extended leave which included the initial enrollment period, will have sixty days from their hire or return date to join the CLB by contributing one day of sick leave into the CLB. All contributions to the CLB will be in whole-day increments.

6.9.3.1 If less than 350 certificated employees have agreed to participate in the CLB by the end of the initial enrollment period on June 20, 2003, then any certificated employee who has agreed to participate will be assessed one additional day of sick leave effective on July 1, 2003, for an initial total of two days.

## ARTICLE 6 - LEAVES

6.9.3.2 The agreement of a certificated employee to participate in the CLB shall be filed in Human Resources on a "CLB Declaration" form. The CLB Declaration must be actually received in Human Resources by June 20, 2003 in order to be effective. Any decision by a participant to give a day, or days to the CLB is irrevocable.

6.9.3.3 A certificated employee who has been hired as a temporary or probationary employee is eligible to participate in the CLB on the same terms as other participants, with the following exceptions:

- a.) Any catastrophic leave granted to a temporary or probationary employee will not be granted to extend past June 30 of each school year.
- b.) A temporary or probationary employee who has initially decided not to participate in the CLB while in a temporary or probationary job status shall have the right to agree to participate in the CLB after such employee has been converted to a permanent job status. Such an employee must agree to participate in the CLB by August 31 in the school year that the employee commences employment as a permanent employee. Such an employee will be assessed one sick day for the CLB effective immediately upon the employee's execution of the agreement to participate in the CLB. The CLB Agreement signed by such an employee must be actually received in Human Resources by August 31 in order to be effective. If such employee does not have a remaining sick day available to be assessed on the date the employee agrees to participate, the sick day will be assessed on the following July 1, along with any other required assessments due on that day.

6.9.3.4 Despite any other provisions of this Agreement to the contrary, a certificated employee who has been hired as a substitute employee or

## ARTICLE 6 - LEAVES

who is on long term unpaid leave of absence is not eligible to participate in the CLB.

### 6.9.4 Additional Assessments of Sick Days for the Catastrophic Leave Bank

6.9.4.1 If at any point prior to June 15 of each school year the number of days in the CLB drops below 30 days, then all existing CLB participants will be assessed an additional day. If any participant does not have a remaining sick day available to be assessed on the date the employee agrees to participate, the sick day will be assessed on the following July 1, along with any other required assessments due on that day.

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

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

6.9.6 Certificated employees who are retiring from the District may contribute up to ten (10) of their unused sick leave days to the CLB.

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

6.9.8 Any certificated employee who does not agree to participate in the CLB in the enrollment periods noted above will not be allowed to participate in the CLB in the future, except as set forth in Paragraph 6.9.3.3 above.

### 6.9.9 Eligibility to Use the Catastrophic Leave Bank:

Any participant in the CLB who suffers from a catastrophic injury or illness, or who is required to take time off from work to provide care for a member of his or her immediate family who suffers from a catastrophic injury or illness, shall be

## ARTICLE 6 - LEAVES

eligible to receive catastrophic leave. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the Participant for an extended period of time or that incapacitates a member of the Participant's immediate family so that the Participant will be required to take time off work for an extended period of time to care for the spouse or child, and taking extended time off work creates a financial hardship for the Member because he/she has exhausted all of his/her eligible leave and other paid time off.

6.9.10 For the purposes of this section, "immediate family" shall be defined in the same manner as under the state and Federal family and medical leave laws. Immediate family shall include only the participant's spouse, parents, or dependent children, as defined in the Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. SS2611, et seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2).

6.9.11 Upon requesting catastrophic leave, the participant shall provide verification of the catastrophic illness or injury by means of a letter, dated and signed by the sick person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

6.9.12 Eligibility for catastrophic leave shall be subject to the following restrictions and conditions:

6.9.12.1 The CLB participant must also have exhausted all of his/her paid eligible leave credits including accumulated sick leave before catastrophic leave can be used. The CLB participant requesting the catastrophic leave must have at least nine days of any leave available to be used before catastrophic leave can be utilized. If the CLB participant does not have nine days of leave to be used first, then that CLB participant must receive differential pay for up to nine

## ARTICLE 6 - LEAVES

days if the CLB participant has no leave available, or use his/her available leave and receive differential pay for a total of nine days.

6.9.12.2 The certificated employee seeking catastrophic leave must be a participant in the CLB.

6.9.12.3 Any right or entitlement to leave under the Federal Family and Medical Leave Act (FMLA; 29 U.S.C. SS2611, et/ seq.) and/or the California Family Rights Act (CFRA; Government Code Section 12945.2), shall run concurrently with any paid leave used pursuant to this Article.

### 6.9.13 Request for Leave:

A CLB participant who meets the eligibility requirements for catastrophic leave may request catastrophic leave from the CLB by submitting a written request to the personnel office.

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

### 6.9.15 Catastrophic Leave Committee:

A Catastrophic Leave Committee shall be created and will consist of two District representatives and three representatives appointed by SMEEA. The Catastrophic Leave Committee shall consider all requests to receive catastrophic leave. The committee shall grant, partially grant, or reject all requests. All decisions to grant catastrophic leave shall require mutual agreement. One of the District Committee members shall be the ASHR; the ASHR will have the right to change the decision of the Committee. This change could include the decision of the Committee to grant or deny catastrophic leave, or to change the amount of the allocation of leave to the participant granted by the Committee. Any change

## ARTICLE 6 - LEAVES

made by the ASHR will be final and will not be subject to further review or consideration by the Committee. The decision of the Committee or ASHR is final and not subject to the grievance procedure.

6.9.16 By September 15, of each school year, the District shall notify the Committee of the following:

- 6.9.16.1 The total number of accumulated days in the CLB on June 30th of the previous school year.
- 6.9.16.2 The number of days contributed by Participants for the current year.
- 6.9.16.3 The names of participants.
- 6.9.16.4 The total number of days available in the CLB.

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

- 6.9.17.1 The names of any additional Participants who have joined the CLB.
- 6.9.17.2 The names of any Participants who have left the CLB through separation from the District.
- 6.9.17.3 The total number of days in the CLB at the beginning of the previous month.
- 6.9.17.4 The total number of days added to the CLB by new participants.
- 6.9.17.5 The total number of days awarded during the previous month and to whom they were awarded.

6.9.18 Any dispute between the Committee and the District as to the accounting of CLB days shall be immediately reconciled.

## ARTICLE 6 - LEAVES

### 6.9.19 Restrictions on the Use of the Catastrophic Leave

Each catastrophic leave shall conclude after 30 calendar days, at the end of the CLB participant's work year, or when the CLB participant returns to work, whichever occurs first. If the catastrophic injury or illness continues or arises at a later time, another request for catastrophic leave may be submitted, subject however to the maximum set forth in 6.9.19.1.

6.9.19.1 The maximum allowed time for any CLB participant to be on catastrophic leave for a single catastrophic injury or illness is 120 work days.

6.9.20 A CLB participant who uses catastrophic leave shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.

6.9.21 Any catastrophic leave that is granted to but not used by the CLB participant shall be re-deposited in the CLB.

6.9.22 The CLB cannot be used for an illness or injury that qualifies the participant for Workers Compensation Benefits, unless the CLB participant has exhausted all Workers Compensation Leave.

6.9.23 A CLB participant's request for catastrophic leave may be denied, or terminated, if the CLB participant or member of his/her immediate family no longer suffers from a catastrophic illness or injury, or if the CLB participant supplied misleading, inaccurate, or incomplete information in order to obtain catastrophic leave. Such decisions shall be made by the Catastrophic Leave Committee.

### 6.9.24 No Grievances or Legal Actions:

The Association and any non-member participant agree that they will not file, on their own behalf or on behalf of any participant or unit member, any grievance, claim, administrative action, or lawsuit related to the CLB. The Association and

## ARTICLE 6 - LEAVES

any non-member participant also agrees that they will not file, on their behalf or on behalf of any participant or bargaining unit member, any grievance, claim, administrative action, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

### 6.9.25 Employee's Return from Leave:

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

### 6.9.26 Termination of the Catastrophic Leave Bank:

If the CLB is terminated for any reason, the days remaining in the CLB shall be equitably distributed among the participants of the CLB currently employed in the District.

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

6.9.28 All certificated employees who currently use catastrophic leave granted under the terms of the prior collective bargaining agreement are entitled to use that leave under the terms of the prior collective bargaining agreement until all such leave has been used or their catastrophic illness or injury ends. If further catastrophic leave is then needed by such certificated employees, such requests shall be made pursuant to the provisions of this new Catastrophic Leave Bank, but only if such employees become participants in the new CLB.

## ARTICLE 7 - SAFETY

- 7.1 The District and the Association have a joint intent that Members work in safe working conditions.
- 7.2 A Member who becomes aware of an unsafe condition shall promptly notify the site administrator and confirm the report in writing, on a District approved form, but no later than two working days after the Member becomes aware of the condition.
- 7.3 The site administrator shall respond in writing to the Member regarding the reported condition as soon as possible, but no later than five working days after the Member's report, as to whether the District agrees that an unsafe condition exists, what actions are being taken to respond to the condition, and a projected response date. Should circumstances prevent actions in response by the projected date, the Member shall be notified on or before that date of a new projected date for action.
- 7.4 Once a Member has provided notice in accordance with this Article, the District will assume all liability for the condition, as long as the Member is working within the course and scope of the Member's employment.
- 7.5 The District will assure that training for Members is provided annually by October 15 at each site to provide information to Members regarding the Discipline Plan, Safe Schools Plan, and Safety Handbook, and will assure that each Member will be provided a copy of the Safety Handbook, the Discipline Plan, and the Summary of the Safe Schools Plan, with annual updates. The Association may select Members to assist with the development of the Safety Handbook.
- 7.6 The Association may appoint two members to the District Safety Committee. The Safety Committee shall review safety conditions and issues in the District, and shall make recommendations to the District concerning safety issues. The Safety Committee shall meet at least quarterly, and shall provide copies of its minutes to the Association within fifteen days of each meeting.

## ARTICLE 8 - TRANSFERS

### 8.1. Introduction

8.1.1 An effective and productive transfer is a professional responsibility of Members and a management duty of the District. To carry out this responsibility, teachers are expected to become familiar with the program and goals of the site to which they seek a transfer. A teacher who transfers to a new site should be prepared to carry out the duties of the position to which he/she has transferred, and should be aware that he/she will be evaluated his/her first year at the new site. The District will carry out its responsibility by posting openings, and after openings are posted, the District will conduct a "Transfer Fair" where information will be provided by site staff about each site. Members who are interested in transferring to a site should attend the Fair. Members may also use other means to become knowledgeable of the instructional program at the site in which the Member is interested.

8.1.1.1 Notwithstanding the provisions of Article 8.1.1, so long as Education Code section 350356(a) continues to be in the Education Code, Members who are interested in transferring to any school site that is in API deciles 1-3 will attend the Transfer Fair, or if unable to do so, will arrange to meet with the Principal of the site to which they wish to transfer. If these provisions in Education Code section 35036(a) are removed from the Education Code, Section 8.1.1.1 will be removed from this Agreement.

### 8.2 Definitions

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

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

## ARTICLE 8 - TRANSFERS

- 8.2.2 Involuntary Transfer: An Involuntary Transfer is defined as a transfer initiated by the District, which removes a Member from the Member's existing site. An Involuntary Transfer will not be made in an arbitrary or capricious manner.
- 8.2.3 Non-Voluntary Track Transfer: If a Member is reassigned to a different track at the same site without the Member volunteering to do so, this will be considered a "Non-Voluntary Track Transfer" for the purposes of this Article, and the Member will have Non-Voluntary Track Transfer rights District-wide.
- 8.2.4 Voluntary Transfer: A voluntary transfer is defined as a Transfer initiated by the Member and approved by the District.
- 8.2.5 Reassignment: A Reassignment is defined as a change in a Member's teaching assignment from one grade to another grade at the same, or from one subject to another subject at the same site, but which does not change the Member's track or school site.
- 8.2.6 Vacancy: A Vacancy is defined as an unfilled employment position to which no Member is assigned. Whenever there is a Vacancy at a school site the Principal may allow Members at that school site to fill those vacancies, as outlined in Paragraph 8.5.
- 8.2.6.1 For the purposes of defining a Member's right to a Voluntary Transfer or Involuntary Transfer as described in this Article, a Vacancy only exists after school sites have completed all Non-Voluntary Track Transfers at the site, have internally posted openings at the site, and have allowed teachers already at the site to request an internal Voluntary Transfer to positions in different grades or on different tracks that are open at that site.

## ARTICLE 8 - TRANSFERS

### 8.3 Involuntary Transfers

- 8.3.1 A Member will be informed of an Involuntary Transfer as soon as possible after the needs of the District have been ascertained. A Member who is to be Involuntarily Transferred shall have the right to indicate preferences from the current list of vacancies. If more than one alternative is available, a Member's preference will be given consideration. If two or more Members who are being involuntarily transferred indicate a preference for the same position, the decision as to which Member shall receive the position shall be considered based on the needs of the District, required credentials, related assignment experience and District seniority. District seniority will be the deciding factor when all else is equal.
- 8.3.2 A Member who is Involuntarily Transferred after the first working day of the school year shall be provided with two (2) working days of release time for planning and preparation.
- 8.3.3 If a Member is Involuntarily Transferred, he/she may have an informal hearing with the Assistant Superintendent for Human Resources ("ASHR") and the site principal/s involved. The Member may request Association representation at his/her request.
- 8.3.4 Any Member who is Involuntarily Transferred shall have the right to request a transfer for the following year, and to have his/her preferences considered with the same priority as other involuntary transfers. However, the Member must request such a transfer and notify Human Resources in writing by March 15 of the school year prior to the requested start date of the proposed new assignment. If the Member is not transferred, the Member will have this same right each subsequent year until the member is transferred.

## ARTICLE 8 - TRANSFERS

### 8.4 Non-Voluntary Track Transfers

8.4.1 A Member whose position on his/her existing track is eliminated shall have first consideration over all other Members for any open position on that same track at the Member's existing site. This constitutes a reassignment.

8.4.2 If such a Member seeks to remain on the Member's existing track and no position is open on that same track at the Member's existing school, then the Member will have Non-Voluntary Track Transfer rights District-wide. If the Member seeks an open position on another track at the same site, no priority consideration will be given.

### 8.5 Voluntary Transfers

8.5.1 A Member shall submit a request for a Voluntary Transfer directly to the ASHR.

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

8.5.3 A Member who is not selected to fill a vacant position may request a conference with his/her site administrator and/or ASHR to discuss future opportunities for lateral movement and/or career advancement.

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

## ARTICLE 8 - TRANSFERS

### 8.6 Vacancies

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

8.6.1.1 A Member who is placed in a position under the procedure in 8.6.1, and who is then displaced from the Member's assignment as a result of the posting of the position as required in 8.6.1, has only Voluntary Transfer rights.

8.6.2 A list of vacancies shall be posted by April 15. Additional vacancies shall be posted every three weeks, and will close by no later than June 10. Vacancies will be posted a minimum of five (5) days before the position is filled. A position that is determined to be vacant on or after June 1 may be filled without notice. That Vacancy will be posted the following year. During intersession, such notices shall be sent to the Association office and to any Member who leaves stamped, self-addressed envelopes in the office of the Human Resources Department.

### 8.7 Reassignment

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

8.7.2 A Member who is reassigned shall be provided with two (2) working days of substitute teacher assistance. This section will not apply to room changes for Members who are on year-round education unless these Members are reassigned after they have returned on-track.

### 8.8 Room Changes

8.8.1 A Member who is moved to a different classroom after the first working day of the school year or after the first working day of each year-round session shall be

## ARTICLE 8 - TRANSFERS

given as much notice as possible before the room change occurs. The affected Member shall be provided with two (2) days of substitute teacher assistance.

This section does not apply to a room change that occurs when a Member returns at the beginning of the school year, or the beginning of a new session.

### 8.9 Special Assignments

8.9.1 A Member on special assignment outside the classroom who transfers (either voluntarily or involuntarily) back to the classroom shall be treated according to paragraphs 8.1 to 8.6.

### 8.10 Half-time and Full-time Positions

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

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

### 8.11 Implementation of Revised Tracks at a Site

8.11.1 Whenever revised tracks are initially implemented at an existing school site, Members at that site will be allowed to indicate their choice of schedule at their existing grade level or subject matter at their existing site. Assignment will be made on the basis of needs of the District, required credentials, and District seniority. District seniority will be the deciding factor when all else is equal. In such a situation, Members who are already at the site will have first consideration over transfers from other sites.

## ARTICLE 8 - TRANSFERS

### 8.12 Legal Prohibitions on Transfers

- 8.12.1 Notwithstanding any other provisions of this Article, a Member may not voluntarily transfer to a school offering K-8 classes that is ranked in deciles 1 to 3 on the Academic Performance Index if the Principal/Site administrator of the school refuses to accept the transfer. The District will not require or instruct any Principal to accept such a transfer. [See Education Code section 35036] [[CA Codes \(edc:35020-35046\)](#)] This provision is based on Education Code section 35036(a), and will be removed from the Agreement if these provisions in Education Code 35036(a) are removed from the California Education Code.
- 8.12.2 Nothing in this Agreement will assign, after April 15 of the school year prior to the school year in which the transfer would become effective, priority to a teacher who requests to be transferred to another school over other qualified internal or external applicants who have applied for positions requiring certification qualifications at the school. [See Education Code section 35036] [[CA Codes \(edc:35020-35046\)](#)] This provision is based on Education Code section 35036(b), and will be removed from the Agreement if these provisions in Education Code 35036(b) are removed from the California Education Code.
- 8.12.3 The requirements of State and federal law regarding teacher transfers will supersede any provisions of this Agreement that are contrary to law. Nothing in this Transfer article will be construed in a manner that is contrary to state or federal legal requirements and limitations on transfers, including but not limited to the California Education Code, the California Code of Regulations, and the federal No Child Left Behind Act. If the District becomes aware of statutes that require the District to act in a manner that is contrary to the terms of this Agreement regarding

## ARTICLE 8 - TRANSFERS

transfers, the District will meet and confer with the Association prior to implementing the statutory authority.

## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

- 1 9.1. The District shall evaluate and assess Member performance as it reasonably relates to the  
2 standards set forth in the California Standards for the Teaching Profession (CSTP), as follows:
- 3 9.1.1. Standard for Engaging and Supporting All Students in Learning  
4 9.1.2. Standard for Creating and Maintaining Effective Environments  
5 9.1.3. Standard for Understanding and Organizing Subject Matter  
6 9.1.4. Standard for Planning Instruction and Designing Learning Experiences  
7 9.1.5. Standard for Assessing Student Learning  
8 9.1.6. Standard for Developing as a Professional Educator  
9 9.1.7. The evaluation and assessment of Member performance Evaluation Procedure shall  
10 not include the use of publishers' norms established by standardized tests.
- 11 9.2. The evaluator and the Member shall meet for a pre-evaluation conference no later than eight  
12 (8) weeks after the beginning of the Member's school year to review specific goals and  
13 objectives related to those listed in 9.1. The evaluator and the Member shall attempt to reach  
14 agreement on the specific goals and objectives. There shall be two professional performance  
15 goals from the CSTP (1-5). Tenured and year two (2) probationary teachers will choose one  
16 (1) standard and two elements or two standards and one element each, from all except for  
17 standard 6. Only year one (1) probationary or temporary teachers will select two (2)  
18 performance goals from Standard 1, 2, or 3.1. If the evaluator and the Member do not reach  
19 mutual agreement on the Member's specific goals and objectives, after ten (10) days a  
20 committee consisting of the evaluator, the Member, the Assistant Superintendent for  
21 Instruction and the Assistant Superintendent for Human Resources ("ASHR") shall meet to  
22 determine the specific goals and objectives. This Committee shall have the right to decide on  
23 such specific goals and objectives. The Member may attach a written statement indicating  
24 his/her disagreement with the specific goals and objectives. The Member, at his/her request,  
25 shall be entitled to representation by the Association, solely for the purpose of protecting the  
26 Member's contractual rights.

## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

1 9.3. Evaluation options for tenured teachers will be provided at the Pre-evaluation conference. If a  
2 tenured member, who has chosen a designated evaluation option under the evaluation pilot  
3 program, does not meet the designated timelines by January 15<sup>th</sup>, the evaluation option will  
4 revert to an option prescribed by the District.

5 9.4. An Evaluation and assessment made pursuant to this procedure shall be reduced to writing  
6 and a copy thereof shall be transmitted to the Member not later than thirty (30) days before the  
7 last school day of the Member scheduled on the school calendar adopted by the Board for the  
8 school year in which the evaluation takes place. Upon receipt of an evaluation, a conference  
9 shall be scheduled between the evaluator and the Member to discuss the evaluation. The  
10 Member shall have the right to have Association representation at the conference. The  
11 Member shall have the right to make a written reaction or response to the evaluation, which  
12 shall become a permanent attachment to the Member's personnel file.

13 9.5. Evaluation and assessment of the performance of each Member pursuant to this article shall  
14 be made on a continuing basis, at least once each school year for probationary Members and  
15 at least every other year for Members with permanent status.

16 9.5.1. Each Member with permanent status who has completed at least ten (10) years of  
17 service in the District, and who is "highly qualified" under 20 U.S.C. Section 7801, and  
18 whose previous evaluation rated the Member as meeting or exceeding standards in all  
19 evaluation categories, shall be evaluated at least every three years, if the Member and  
20 the Member's evaluator agree. The Member or the evaluator may withdraw consent to  
21 the three year evaluation cycle at any time, in which case the Member's evaluation  
22 cycle shall be at least every other year.

23 9.5.1.1 Paragraph 9.5.1 was permitted by and created pursuant to California Education  
24 Code section 44644. If that provision is altered or removed from the Education  
25 Code, Paragraph 9.5.1 will be removed from this Agreement

## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

1 9.6. The evaluation shall include, if necessary, recommendations as to areas of improvement in the  
2 performance of the Member. Prior to a Member receiving an unsatisfactory evaluation on any  
3 element of his/her evaluation, the following procedures shall have taken place:

4 9.6.1. The Member shall have been given prior written notice of any unsatisfactory  
5 performance. The written statement shall be specific and objectively stated.

6 9.6.2. The Member will be given specific recommendations for improvement and the District  
7 will make assistance available upon the Member's request.

8 9.6.3. In the event that the Member does not agree with the written notice of unsatisfactory  
9 performance and/or with the recommendations for improvement, he/she may request a  
10 meeting with the ASHR, the Assistant Superintendent for Instructional Services and the  
11 evaluator. The Member will be entitled to Association representation at this meeting.  
12 The request for the meeting must occur within ten (10) days of the Member's receiving  
13 the written notice or recommendations for improvement. The meeting will take place  
14 no later than ten (10) days after the request is received.

15 9.6.4. If the Member receives an unsatisfactory rating on any element of his/her evaluation,  
16 he/she will also receive on the evaluation form:

- 17 (1) The specific reasons for the unsatisfactory rating;
- 18 (2) The assistance that will be given for improvement;
- 19 (3) The recommendations for improvement;
- 20 (4) A statement as to whether the Member will be placed on a program for  
21 improvement as outlined in 9.7. of this Article.

22 9.6.4.1 If a member receives an overall unsatisfactory rating, or an unsatisfactory in the  
23 areas of curriculum and instruction, the member shall also be required to  
24 participate in the Peer Assistance and review Program (PAR) pursuant to Article  
25 10.

## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

1 9.6.5 If a Member receives an unsatisfactory rating on any element(s), he/she will be  
2 evaluated on that element the following year.

3 9.6.6 No Member shall receive an unsatisfactory evaluation unless that Member has received  
4 at least two (2) formal observations prior to the unsatisfactory evaluation. For  
5 permanent teachers at least one formal observation shall occur prior to January 15<sup>th</sup> in  
6 a year in which evaluation is to occur. For Temporary or Probationary teachers at least  
7 one formal observation shall be completed prior to week 12 of the Member's school  
8 year. For purposes of this provision a formal observation will be defined as an  
9 observation preceded by a conference between the evaluator and evaluatee, and  
10 followed by a Post-Observation Conference which shall be scheduled as soon as  
11 practicable between them to discuss the observation. Prior to the observation the Pre-  
12 Observation form shall be completed by the evaluatee and reviewed by the evaluator  
13 during the Pre-Observation Conference. If the written observation is not presented at  
14 the Post-Observation Conference it will be provided thereafter to the Member as soon  
15 as practicable. The Post-Observation conference shall be scheduled prior to the next  
16 observation. The formal observation shall at a minimum last through the presentation  
17 of a lesson or thirty minutes.

18 9.7 Any Member who receives a negative evaluation shall participate in a program designed to  
19 improve the appropriate areas of the Member's performance. The program may be initiated at  
20 any time during the Member's school year but shall last at least eighty (80) of the Member's  
21 school days. The program shall relate to the unsatisfactory area(s) and shall include the  
22 following:

23 9.7.1. Notification of the negative evaluation through a meeting held between the evaluator  
24 and the Member at which the program as defined in the Agreement is presented to the  
25 Member.

## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

1 9.7.2. Design of a specific program to improve appropriate areas of the Member's  
2 performance through a committee consisting of the evaluator, ASHR and resource  
3 persons designated by the evaluator and/or the ASHR. Members may be used as  
4 resource, but they will not serve on the committee and are specifically excluded from  
5 participation in any evaluation of another Member or in making recommendations for  
6 dismissal procedures.

7 9.7.3. The Member will be observed by the evaluator at least once every twenty (20) school  
8 days with a follow-up conference held as soon as possible after the observation. These  
9 observations will occur for at least a period of eighty (80) of the Member's school days.  
10 In the conference the evaluator will present specific details regarding areas in which  
11 improvement has been demonstrated by the Member, and areas in which improvement  
12 is necessary. Suggestions for improvement will be included in the evaluation  
13 summary/report.

14 9.7.4. Whenever necessary, a memorandum stating the evaluator's specific concerns  
15 regarding the Member's performance and specific suggestions for improvement will be  
16 given to the Member.

17 9.7.5. During this period of no less than eighty (80) days the ASHR and/or his/her designee  
18 other than the site administrator will observe the Member at least two (2) times with a  
19 follow-up conference as outlined in 9.6.6.

20 9.7.6. Before May 15 or at any time prior to May 15, notification will be given to the Member  
21 regarding one of the following:

22 9.7.6.1 Release of the Member from the program for improvement.

23 9.7.6.2 Unsatisfactory evaluation and required continued participation by the Member in  
24 the program for improvement.

25 9.7.6.3 Procedures for dismissal as provided for in the Education Code.

## ARTICLE 9 - PROCEDURES FOR THE EVALUATION OF MEMBERS

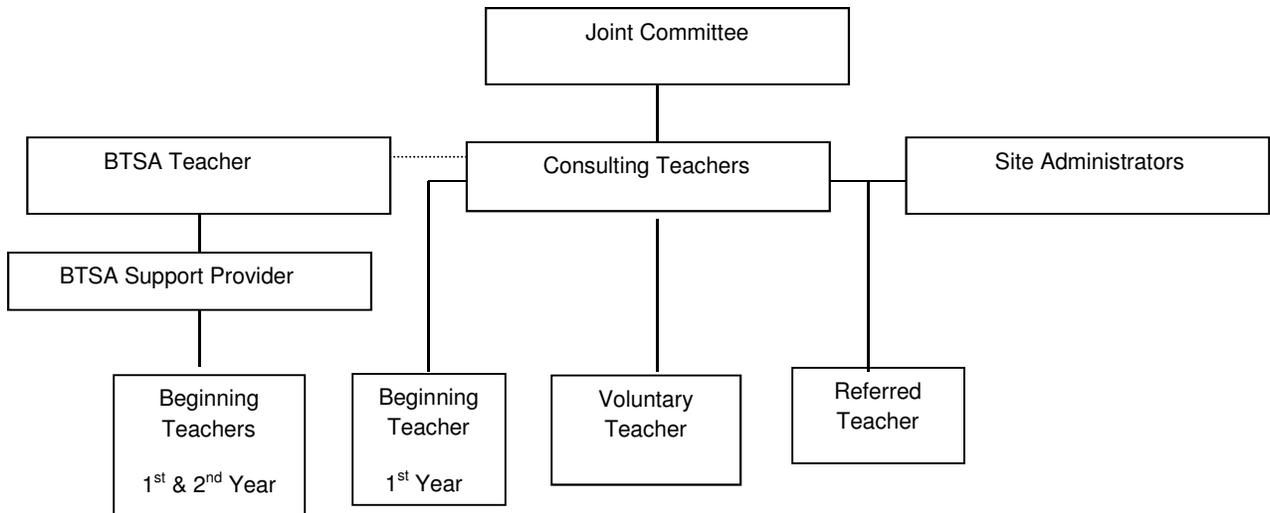
- 1 9.8 ASHR, the immediate supervisor, or his/her designee shall normally conduct evaluations.  
2 Members are specifically excluded from participation in any evaluation of another Member or in  
3 making recommendations for dismissal procedures.
- 4 9.9 If, during the term of this Agreement, the Legislature should modify the Education Code,  
5 Sections 44660 through 44664, this Article shall be reopened for negotiations.
- 6 9.10 The District may conduct a reasonable number of evaluations and assessments. The District  
7 may visit classrooms or other job locations at any time.
- 8 9.11 The District will prepare and utilize evaluation forms relating to the evaluation and assessment  
9 of the job performance of each Member. Prior to the adoption of any evaluation forms, the  
10 District shall consult with the Association to assure compliance with this Agreement.

ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

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

10.1.1 The purpose of the PAR Program is to provide quality support and assistance to new and veteran teachers. The program ensures the best apprentice teachers earn tenure in the District and that veteran teachers receive assistance as needed to improve quality education for all students. The outcome is superior instruction for students in the District.

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



10.3 Joint Committee.

The PAR Program shall be overseen by a Joint Committee. The Joint Committee shall consist of seven members, four of whom shall be certificated classroom teachers who are appointed to serve by the Association. The District shall choose the three

## ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

administrator members of the Joint Committee. The chair will be selected by the Joint Committee and will be rotated on an annual basis between the Association and District.

10.3.1 The Joint Committee shall establish its own meeting schedule. To meet, five (5) members of the Joint Committee must be present. For the Joint Committee to vote, a majority of those present must be teachers. The Joint Committee shall attempt to make decisions by consensus. However, if a consensus cannot be reached, a simple majority shall prevail. Joint Committee meetings shall take place during the regular teacher workday or after school. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. The cost for substitutes will be borne by the District.

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

1. To administer the PAR Program;
2. To establish the operating rules and procedures for the Joint Committee;
3. To select the Panel of District Consulting Teachers and Site Consulting Teacher (if applicable);
4. To determine the annual training for the Joint Committee;
5. To oversee training for Consulting Teachers;
6. To develop the budget that supports the PAR Program, the Association and District will not spend more than five percent (5%) of the funds on administrative costs;
7. To evaluate the PAR Program annually;

## ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

8. To send written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site Principal;
  9. To make available the list of Consulting Teachers for selection by the Participating Teacher;
  10. To oversee and distribute Beginning Teacher Induction Program guidelines as developed by the Consulting Teachers;
  11. To adopt rules and procedures for the PAR Program, and distribute same to all bargaining unit members and administrators;
  12. To establish procedures and criteria for developing a pool of Consulting Teachers, and for renewal of Consulting Teachers;
  13. To determine the number of Consulting Teachers in any school year based upon participation in the PAR Program, funding available from the State for the PAR Program, and other relevant considerations;
  14. To review final reports prepared by the Consulting Teachers; and
  15. To make final recommendations to the Governing Board, including names of participants in the PAR Program if the Referred Participating Teacher has not shown progress and should not continue in the PAR Program.
- 10.5 All documentation and information related to the PAR Program shall be regarded as personnel matters, within the scope of and subject to the personnel record exemption in Government Code 6250.
- 10.6 Consulting Teachers. A Consulting Teacher is a teacher selected by the Joint Committee to provide assistance to Participating Teachers enrolled in the PAR Program. Only permanent Association Members shall be Consulting Teachers.

## ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

Qualifications for Consulting Teacher shall be set forth in the PAR Program Rules and Procedures, provided, however, that Consulting Teachers shall meet the following minimum qualifications:

1. Possess a clear California Credential;
2. Have permanent status as a District teacher;
3. Have at least five (5) years of experience as a classroom teacher;
4. Possess demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of range of teaching strategies necessary to meet the needs of pupils in different contexts.

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

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

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

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

## ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

10.6.5 A copy of the Consulting Teacher’s report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher’s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within ten (10) calendar days, to the Joint Committee. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

10.7 Participating Teachers: A Participating teacher is a Unit member who receives assistance and coaching to improve instructional skills, classroom management, subject matter knowledge, and related aspects of teaching performance as stated in Article 9. There are three (3) categories of Participating Teachers: Referred Participating Teachers, Beginning Participating Teachers, and Voluntary Participating Teachers.

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

10.7.2 Referred Participating Teachers

10.7.2.1 A Referred Participating Teacher is a teacher who receives an overall rating of unsatisfactory on the final evaluation or an unsatisfactory rating in areas of curriculum or instruction, as provided in the evaluation article of the Agreement, and who is directed to participate in the PAR Program by the District.

10.7.2.2 A Referred Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Joint

## ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

Committee with the approval of the Joint Committee. Every effort will be made to accommodate the Participating Teacher's request. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested by the Participating Teacher or Consulting Teacher with the approval of the Joint Committee. The Referred Participating Teacher shall have the right to present reasons in writing to the Joint Committee.

### 10.7.3 Beginning Participating Teachers

10.7.3.1 Teachers who are in the first and second year of their profession shall be part of the PAR and BTSA Programs and shall receive assistance. The structure and length of this participation will be based on funding and program needs.

### 10.7.4 Voluntary Participating Teachers

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

## ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

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

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

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

10.9 PAR Program Operations: All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this article.

10.10 The District agrees to indemnify and hold harmless Association members in PAR Joint Committee, and Consulting Teachers, from any liability arising out of their participation in the PAR Program as and to the extent provided for in Education Code Section 44503(c) and California Government Code Sections 810-825.

10.11 Evaluation of PAR Program: The Joint Committee shall evaluate the PAR Program.

This evaluation may include:

- A. Interviews of the PAR program's participants, including Consulting Teachers and Participating Teachers,

ARTICLE 10 – PEER ASSISTANCE AND REVIEW PROGRAM

- B. Surveys of the PAR Program participants, including Consulting Teachers and Participating Teachers;

10.11.1 The Joint Committee shall submit the annual evaluation of the PAR/BTSA Program to the Board of Education and to the Association.

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

### 11.1 General Provisions

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

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

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

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

### 11.2 Grievance Procedure

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

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

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

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

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

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

- 11.2.2.1 If the grievance cannot be resolved informally by the grievant and the immediate administrator, either the grievant or the District may request a facilitator, who will attempt to resolve the grievance using interest-based problem solving methods. The grievant will request a facilitator by indicating such choice on the grievance form, or by making a request to the ASHR for a facilitator. The District will request a facilitator by so advising the grievant and the Association in writing.
- 11.2.2.2 In order to implement this provision, the District and the Association, in coordination with the LMC, will train a group of Members, District administrators, and other District employees in interest-based problem solving techniques. Persons who have been so trained will be placed per mutual agreement on a list of facilitators who will be available to assist with the Step 2 facilitation procedure.
- 11.2.2.3 Within five grievant working days of receiving the request for a facilitator, the ASHR and the Association will choose, by mutual agreement, a facilitator from the facilitator list to assist with the interest-based resolution of the grievance, will notify the facilitator of his/her selection, and will notify the grievant and the immediate administrator.
- 11.2.2.4 Within ten (10) grievant working days of his/her selection, the facilitator will coordinate with the grievant and the immediate administrator to schedule a date, time and location for a facilitated informal grievance meeting, and will meet with the grievant and immediate administrator and attempt to resolve the grievance

## ARTICLE 11 – GRIEVANCE PROCEDURES

using interest-based problem solving techniques. If possible, the first facilitated meeting will take place within twenty (20) grievant working days of when the grievable act occurred. At the facilitated meeting, the goal will be to have no more than two representatives present per party, not including the grievant and the immediate administrator.

- 11.2.2.5 The parties shall hold at least one facilitated meeting using interest-based problem solving techniques to attempt to resolve the grievance.
- 11.2.2.6 If the informal grievance is resolved by the parties and facilitator, within five (5) grievant working days of the grievance's resolution the facilitator shall prepare, and the grievant and immediate administrator shall agree to, a joint facilitated resolution memorandum stating the substance of the informal grievance and the terms of the facilitated resolution. A copy of the memorandum shall be given by the facilitator to the ASHR, who shall promptly distribute a copy of the memorandum to the Association the LMC, the grievant, and the immediate administrator. The Association shall have five (5) grievant working days from its receipt of the memorandum to review and accept or reject the proposed resolution as binding on the Association, or to agree that it will not be precedent setting.
- 11.2.2.7 Within two grievant working days from the end of each facilitated meeting that does not resolve the grievance, the parties can either:

## ARTICLE 11 – GRIEVANCE PROCEDURES

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

11.2.2.8 Within three grievant working days from the end of each facilitated meeting that does not resolve the grievance, and if no additional facilitated meeting has been mutually agreed to by the parties, the facilitator will notify the ASHR on an agreed form that the informal grievance was not resolved.

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

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

11.2.3.1 Within ten (10) grievant working days from the date of the facilitated meeting that did not resolve the grievance, or within ten (10) grievant working days from the date of notice from the ASHR that the facilitated Step 2 meeting did not resolve the grievance (whichever is later), the grievant may file a Step 3 appeal in writing with the ASHR. The ASHR shall provide a copy of the written Step

## ARTICLE 11 – GRIEVANCE PROCEDURES

3 appeal to the Association and to the grievant's immediate administrator.

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

11.2.3.3 The ASHR shall make a written decision on the Step 3 grievance within ten (10) calendar days after receiving the Step 3 grievance, and such decision will terminate Step 3. The ASHR shall provide a copy of the written Step 3 decision to the grievant, to the Association, and to the grievant's immediate administrator.

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

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

- 11.2.4.2 The mediation/advisory arbitration shall be held within fifteen (15) calendar days of the receipt of the Step 4 request by the ASHR, unless the SMCS is unable to provide a mediator within that period, in which case the mediation/advisory arbitration shall occur as soon as possible.
- 11.2.4.3 The mediator/advisory arbitrator shall mediate between the Parties regarding the grievance and shall be asked by the Parties to use the interest-based problem solving approach. The mediation process shall be confidential.
- 11.2.4.4 If the mediation results in an agreement between the Parties that resolves the grievance, the agreement will be reduced to writing. The agreement shall not, however, be precedent setting unless the Parties mutually agree that it shall constitute precedent.
- 11.2.4.5 If the mediation does not resolve the grievance, the mediator/advisory arbitrator shall be requested to render an advisory opinion. This advisory opinion shall be in writing, unless the mediator is unwilling to provide a written opinion. In that case, the advisory opinion shall be oral. The mediator shall be advised at the time of appointment of this aspect of the District/Association mediation process.
- 11.2.4.6 The mediator/advisory arbitrator shall communicate a decision to the Parties within twenty (20) calendar days after the conclusion of the mediation/advisory arbitration, and such a decision will terminate Step 4. This decision may be submitted by either Party at later steps in the grievance process, except that it may not be introduced as evidence or otherwise submitted

## ARTICLE 11 – GRIEVANCE PROCEDURES

in binding arbitration. [Other discussions during the mediation process, including but not limited to any offers of settlement or admissions, may not be used by either party in the subsequent grievance/binding arbitration process.]

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

11.2.4.8 All costs for services of the mediator, including, but not limited to, per diem expenses, and the mediator's travel and subsistence expense, will be borne equally by the District and the Association if the Parties opt to use a mediator that is not provided by the SMCS. All other costs will be borne by the party incurring them.

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

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

### 11.2.5 Step 5 [Appeal to Superintendent]

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

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

11.2.5.3 The Superintendent shall make a written decision on the Step 5 grievance within ten (10) calendar days after receiving the Step 5 grievance, and such decision will terminate Step 5. The Superintendent shall provide a copy of the written Step 5 decision to the grievant, to the Association, and to the grievant’s immediate administrator.

### 11.2.6 Step 6 [Appeal to Board of Education]

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

of the notice or memorandum received from the facilitator and the mediator's advisory opinion.

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

11.2.6.3 If a majority of the Board votes to review the Step 5 decision, the Board may, at its discretion, request that evidence be presented in addition to the written documentation submitted by the grievant with his/her Step 5 appeal and the District's written response to the Step 5 appeal. The additional evidence may take any form the Board shall direct. The Board shall have discretion to decide the amount of time to be granted to each side to present its evidence, but in no event will the grievant or Association be provided less than thirty (30) minutes to present its evidence to the Board. The Board may ask questions of the person giving the oral

## ARTICLE 11 – GRIEVANCE PROCEDURES

presentation. The thirty minutes shall not include time for answering questions or engaging in discussion with the Board during the presentation. Generally, the Board may control the manner, nature, and length of the presentation of the additional evidence. The Parties agree that formal procedures, such as those required by the Administrative Procedure Act, are not required.

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

11.2.6.4 The Board may also, at its discretion, determine the appeal based solely on the written documentation submitted by the grievant with his/her Step 5 appeal, and on the District's written response to the Step 5 appeal. The Board shall review the written record and make a decision based on such record. If the Board proceeds based solely on the written record, the Board shall meet in closed session to make a decision on the merits of the grievance. The Association and the grievant shall not be present during the

## ARTICLE 11 – GRIEVANCE PROCEDURES

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

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

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

limit the Step 6 appeal hearing to only a single issue for Board decision, and then remand the remaining issues to the Superintendent for a redetermination of the grievance.

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

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

### 11.2.7 Step 7 [Binding Arbitration]

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

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

date(s) of the facilitation sessions, and the specific remedy sought.

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

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

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

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

11.2.7.6 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator, with the parties being afforded sufficient time to prepare for the arbitration. Hearings shall be confined to District working days. The arbitrator shall conduct the

## ARTICLE 11 – GRIEVANCE PROCEDURES

hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Article. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted for arbitration. The arbitrator will not have any power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as the arbitrator judges to be proper. The award of the arbitrator shall be submitted to both parties. The decision of the arbitrator will be final and binding upon the parties.

11.2.7.7 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

11.2.7.8 The arbitrator shall be provided all available documents relating to the grievance. Parties in interest shall be given at least ten (10) calendar days prior notice of scheduled hearings, unless the Arbitrator's schedule reasonably requires lesser notice. Parties in interest and their representatives shall have the right to be present at such hearings.

11.2.7.9 All costs for services of the arbitrator, including but not limited to per diem expenses, the arbitrator's travel and subsistence expense, and the cost of any hearing room, will be borne equally

## ARTICLE 11 – GRIEVANCE PROCEDURES

by the District and the Association. All other costs will be borne by the party incurring them.

- 11.2.7.10 If any party requests a transcript of the proceedings, that party shall bear the full costs for creating said transcript. If the other party then requests a copy of the transcript, that party shall pay to the original requesting party one-half ( $\frac{1}{2}$ ) of the cost of the transcript, along with one half of the court reporter's fee.
- 11.2.7.11 Upon mutual agreement of the District and Association, the arbitration may proceed under expedited rules of the American Arbitration Association. Notice of such mutual agreement shall accompany the request to AAA for a list of arbitrators.
- 11.2.7.12 If a matter falls within the scope of this grievance article, and is therefore subject to binding arbitration, the grievant and the Association shall be barred from filing a legal action against the District regarding the subject matter of the grievance, except as otherwise provided by law. The decision of the arbitrator shall be final and binding on the parties to the grievance, except as otherwise required or allowed by law.

### Miscellaneous Provisions

#### 11.3 Time Limits

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

- 11.3.1 For the purpose of calculating time limits under this Article, the first day (Day 1) of any time period shall be the first grievant working day after each event occurs. [e.g., If a grievable act occurs at 2:00 p.m. on Wednesday, December 1 (a grievant working day), the first day for the purpose of calculating the 20-day time limit to file a grievance would be Thursday, December 2 (if December 2 is a grievant working day).]
- 11.4 The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may also be extended by mutual consent. In addition, the grievant or Association may request and shall receive an additional five days for the completion of any step in the grievance process. Such a request can be made after a timeline has run, but only once during each Step in the grievance process.
- 11.4.1 The district may request, and shall be granted, a five-day extension of any grievance timeline no more than once per grievance filed. The request may be made after the timeline in question has expired, so long as it is within five days.
- 11.5 Timelines as noted in this procedure may be adjusted at the request of either party, by mutual agreement. If either party requests a reasonable extension of a timeline prior to the expiration of the timeline, such request shall not be unreasonably refused by the other party. However, neither party is required to agree to multiple requests for extension of timelines by the other party.
- 11.6 Prior to the time that any deadline would run that would bar a grievance from proceeding, the District will provide a courtesy notice to the grievant and the Association that the deadline is pending.

## ARTICLE 11 – GRIEVANCE PROCEDURES

### 11.7 Chapter Representation

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

### 11.8 Confidentiality

In order to encourage a timely and fair review of a grievance, the Parties agree that it is the Parties' mutual intent that from the time a grievance is filed until it is processed through Step 6 of the grievance procedure provided herein, that the grievant, the Association, and the District shall not make public either the grievance or evidence regarding the grievance. The Parties further agree that the grievant, the Association, and the District shall not violate legal restrictions regarding the privacy and confidentiality of employee information at any time during the grievance process. Nothing in this provision shall prevent the Association or District from discussing the grievance within their respective governing bodies, or within the LMC, so long as confidentiality is otherwise maintained.

### 11.9 Grievance Files

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

### 11.10 Group Grievance

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

### 11.11 Release Time

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

### 11.12 Designees Allowed

In any case where this Article calls for the Superintendent, ASHR, Association President, or other person to perform any act under this Article, said person may designate a representative to act in his/her place.

### 11.13 Reprisals

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

### 11.14 Forms

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

## ARTICLE 11 – GRIEVANCE PROCEDURES

### 11.15 Discovery

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

11.16 When a grievance meeting or hearing at any level of the grievance process is held during the work day, the grievant(s) and the Association representative shall be released for the duration of the meeting or hearing without loss of compensation. Any Member who is required to appear as a witness will be released from work only for that amount of time necessary to process the grievance or be a witness at a mediation or arbitration hearing, without loss of compensation. The grievant and Association representative will investigate and prepare for a grievance outside the instructional day, or while on Association time.

## ARTICLE 12 –RETIREMENT

### 12.1 Reduced Work Schedule Program

Members who elect to participate in the Reduced Work Schedule Program (“the RWS Program”) may reduce their workload and maintain retirement benefits pursuant to Education Code Section 22713, subject to the following conditions:

- 12.1.1 A Member must have reached the age of fifty-five (55) years, but may not be older than sixty-four (64) years of age, when commencing participation in the RWS Program.
- 12.1.2 The Member must make application by March 1 of the school year which precedes the school year in which he/she wishes to participate in the RWS Program.
  - 12.1.2.1 No more than eight Members may participate in the RWS Program at any one time. A Member who is already enrolled shall have first rights to continue in the RWS Program until that Member’s participation ceases. As to Members who seek to newly enroll in the RWS Program, applications shall be considered on a first come, first served basis, until the limit of eight participating Members is reached.
- 12.1.3 A Member may participate in the RWS Program for not more than five (5) years, or until age sixty-five (65), whichever comes sooner. If a Member enrolls in the RWS Program, and then ceases participation at any point, the Member may not re-enroll in the RWS Program.
- 12.1.4 A Member must be employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment in the District

## ARTICLE 12 –RETIREMENT

- 12.1.5 The option of participation in the RWS Program must be exercised at the request of the Member and can be revoked only with the mutual consent of the District and the Member.
- 12.1.6 The Member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The Member shall receive employee health benefits in the same manner and to the same extent as a full time Member.
- 12.1.7 A Member's service under the RWS Program shall start on the first duty day of the school year, with one half of the school year being served in a consecutive manner thereafter.
- 12.1.8 A Member employed on a part-time basis under the RWS Program shall receive the credit he/she would receive if employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to, based upon the salary that he/she would have received if employed on a full-time basis. The Member and District will both contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the Member were employed on a full-time basis.
- 12.1.9 The Reduced Work Schedule Program will be authorized only in those instances where an assignment satisfactory to both the District and the Member can be established. The District has the discretion to select the teacher who completes the other half of the instructional year that is not served by the Member who is participating in the RWS Program.

## ARTICLE 12 –RETIREMENT

12.1.10 There shall be one cross-over day per school year for each Member in the RWS Program. The purpose of the cross-over day shall be for the RWS Program Member to meet with the temporary teacher who is teaching the last half of the instructional year in place of the RWS Program Member, to facilitate the continuity of instruction in the RWS Program Member's classroom/assignment. The cross-over day shall take place while the RWS Program Member is still on duty at the District during the first half of the instructional year. The date for the cross-over day shall be mutually agreed upon by the RWS Program Member, the Assistant Superintendent for Human Resources, the site Principal, and the temporary teacher who is finishing the instructional year for the RWS Program Member.

### 12.2 Early Retirement Incentive Program

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

- 12.2.1 After ten (10) years of full-time satisfactory service in the District and attainment of fifty-five (55) years of age, a Member is eligible to participate in the District's Early Retirement Program.
- 12.2.2 The Member must make application by the January 15 date, which precedes the school year in which he/she wishes to participate in the program.
- 12.2.3 The District will limit the number of Members participating to a total of fifteen (15) at any one time. This limit may be exceeded at the discretion of the Board of Education.

ARTICLE 12 –RETIREMENT

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

12.2.5 Upon receipt of a written resignation from the Member, the District will agree to a five (5) year contract for services to be performed each year. The retiree may terminate the contract at any time.

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

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

<u>AMOUNT</u>	<u>AGE</u>
\$12,000	55
\$12,000	56
\$12,000	57
\$12,000	58

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

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

12.2.9 Members who choose to participate in the ERIP beginning at age of 59-62 will be paid as indicated below: (these participants are excluded from 12.2.7) The retirement benefit set forth in this paragraph may be received by the Member as a lump sum, or in payments as specified by the

ARTICLE 12 –RETIREMENT

Member, so long as all amounts are received within five years of the Member's retirement date. No interest will be due on this retirement benefit if the Member elects to receive it over time.

<u>AMOUNT</u>		<u>AGE</u>
\$45,000	59	No days
\$30,000	60	No days
\$15,000	61	No days
\$ 7,000	62	No days

12.3 A Member may participate in the Reduced Work Schedule Program (Section 12.1) and/or the Early Retirement Incentive Program (Section 12.2), not to exceed a combined total of five (5) years.

## ARTICLE 13 –CLASS SIZE

1 13.1 Class size shall be at a level, which does not exceed state penalty class size standards  
2 and meets the educational standards of the District.

3 13.2 The District, in conjunction with the Association, will make a concerted effort to equalize  
4 class size and keep combinations at a minimum. A concerted effort would be made  
5 district- wide to keep class size in Grades K, 3-8 at 28:1 and 1-2 at 20:1. A joint  
6 committee of representatives of the Association and the District Administration will meet  
7 during the first two weeks of the school year to consider ways and means to accomplish  
8 this objective. During the school year, if subsequent class size imbalances occur, either  
9 the Association or the District may call a meeting to consider ways and means to correct  
10 the difficulty. The Committee will also consider the subject of combination classes and  
11 will explore alternatives to reduce the number of such classes in the District and/or the  
12 number of students in such classes. (See Section 15.14)

### 13 13.3 LCFF/GRADE SPAN ADJUSTMENT

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

18 13.3.2 As a condition of the continued receipt of the additional Grade Span  
19 Adjustment grant, a school district is required to either maintain an  
20 average class enrollment for each school site for transitional kindergarten,  
21 kindergarten and grades 1 to 3 inclusive that complies with a statutory limit  
22 set forth in the Education Code, or, in the alternative, agree to a  
23 “collectively bargained alternative annual average class enrollment ratio” or a  
24 “collectively bargained alternative ratio” with its certificated employees  
25 union. The program previously known as “Class Size Reduction” is now  
26 primarily referred to as the Grade Span Adjustment, or “GSA.”

ARTICLE 13 –CLASS SIZE

1 13.3.3 The District and the Association have a common interest in retaining  
2 additional funding from the State under the LCFF for GSA in grades TK-3,  
3 and in meeting the requirements of the Education Code for receiving future  
4 GSA funding. The District and SMEEA recognize that without a  
5 collectively bargained alternative ratio for Grades TK-3, the District will lose  
6 future funding that would be available with such an agreement in place.

7 13.3.4 Therefore, recognizing the requirements of the LCFF and GSA laws and  
8 regulations, and recognizing the financial and educational benefits  
9 available from negotiating a collectively bargained agreement to an  
10 alternative ratio in compliance with the requirements for the continued receipt  
11 of additional funding under the LCFF's CSR/GSA requirements, the  
12 Association and the District agree as follows:

13 13.3.4.1 SMEEA and the District recognize the requirements of the LCFF  
14 and GSA laws and regulations, and intend the language in this  
15 Article to constitute the collectively bargained agreement on an  
16 alternative class size ratio required by law to maintain all funding  
17 that is available under the LCFF and GSA requirements.

18 13.3.5 The Association and the District hereby agree to a collectively bargained  
19 alternative ratios to replace the CSR/GSA LCFF class size requirements, as  
20 follows:

21 13.3.5.1 The District-wide average for all classes in grades TK-3 shall  
22 be as follows in the following years as indicated below:

23 2017-2018 27.5:1

24 2018-2019 27:1

25 2019-2020 27:1

ARTICLE 13 –CLASS SIZE

1 No single class in Grades TK-3 shall have more than 32  
2 students.

3 13.3.5.2 The District-wide average for all classes in grades 4-6 shall  
4 be as follows in the following years as indicated below:

5 2017-2018 32:1

6 2018-2019 32:1

7 2019-2020 32:1

8 No single class in Grades 4-6 shall have more than 35  
9 students.

10 13.3.6 It is the intent of the Parties that this Section 13.3 addresses  
11 and fulfills any and all obligations of the Parties to implement  
12 “a collectively bargained alternative ratio” and includes the  
13 Parties’ agreement on these issues as required to preserve  
14 the additional LCFF/Grade Span Adjustment grant, as  
15 currently stated in the LCFF provisions including Emergency  
16 Regulations adopted by the State Board of Education, and  
17 including Education Code section 42238.02. The language in  
18 Article 13 reflects the best efforts of the Parties to meet the  
19 requirements of all regulations and guidelines, and all  
20 anticipated regulations and guidelines, and documents the  
21 Parties’ commitment to work together to maintain the  
22 Additional GSA Grant under the LCFF program for the benefit  
23 of the Association and the District.

24 13.4 School site committees will take District criteria which are the "common considerations,"  
25 and from that list will develop site criteria for faculty to approve by majority vote.

26 List of Common Considerations:

ARTICLE 13 –CLASS SIZE

- 1           1.     Special needs of child
- 2                 - Spanish reader
- 3                 - Special Education
- 4                 - G.A.T.E.
- 5                 - Siblings of any of above
- 6           2.     Family needs
- 7                 - Siblings
- 8                 - Choice, if all tracks and classes at that grade level are balanced
- 9           3.     School needs
- 10                - Balance class/track
- 11                - Balance new students
- 12                - Make up of class, i.e., ethnic, gender, ability, behavior, etc.
- 13                -Maximize attendance
- 14                - Minimize class size in combination classes

ARTICLE 14 – BENEFITS

1 14.1 Definitions: For the purposes of this Article, the term “employee health benefits” shall  
2 collectively refer to the benefits set forth in paragraphs 14.3 (health insurance), 14.4  
3 (dental insurance), 14.5 (life insurance), 14.6 (disability income insurance), 14.8 (vision  
4 care), and 14.9 (cancer insurance).

5 14.1.1 For the purposes of this Article, the term “health benefits plan year” means the  
6 period in each year from October 1 to the following September 30.

7 14.1.2 For the purposes of this Article, the term “eligible member” means any member  
8 that works three (3) hours and fifteen (15) minutes or more per day or is a .5  
9 F.T.E.

10 14.2 The District will only be obligated to pay a total amount per eligible Member for  
11 employee health benefits as defined in Article 14.1 that does not exceed \$13,700 per  
12 eligible Member per health benefits plan year.

13 14.2.1 The Association and the District agree to meet and negotiate as necessary prior  
14 to June 1 of each school year to negotiate possible revisions to the employee  
15 health benefits plan descriptions and coverages. The purpose of such  
16 negotiations will be to reach agreement on a revised employee health benefits  
17 package that will, to the extent possible, reduce the projected costs of employee  
18 health benefits for the coming health benefits plan year that commences on the  
19 following October 1. To the extent that the projected costs of health benefits  
20 exceed the limitations in Article 14.2 and 14.2.1, then commencing on  
21 September 30 salary deductions will occur based on health benefit cost renewal  
22 projections as of June 10.

23 14.3 Health Insurance

24 Subject to the limits in Article 14.2 and 14.2.1, the District shall provide health insurance

ARTICLE 14 – BENEFITS

1 coverage for all eligible Members and their eligible dependents in a health plan that is at  
2 least equal to the Health Insurance Plan Summary attached to this Agreement as  
3 Appendix F.

4 14.3.1 An eligible Member who is absent on account of illness and who has exhausted  
5 his/her accumulated paid leaves shall continue to receive full health insurance  
6 coverage to be paid by the District for that period of illness not to exceed twelve  
7 (12) months following exhaustion of said leave.

8 14.3.2 An eligible Member on a District approved unpaid leave of absence shall  
9 continue to receive health insurance coverage for the period of the leave,  
10 provided the Member pays for these benefits.

11 14.4 Dental Insurance

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

16 14.5 Life Insurance

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

20 14.6 Disability Income Insurance

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

24 14.7 Tax Sheltered Annuities

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

ARTICLE 14 – BENEFITS

1 14.8 Vision Care

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

5 14.9 Cancer Insurance

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

8 14.10 Duration of Benefits

9 14.10.1 The employee health benefits provided in this Article shall remain in effect  
10 during the term of this Agreement. Should a Member's employment terminate  
11 during the school year, he/she shall be entitled to continue coverage under the  
12 life, health, dental and vision plans for a period not to exceed six (6) months.  
13 Such Member shall pay the premiums for the continued coverage on a month-to-  
14 month basis with such payment to be received in the Human Resources  
15 Department of the District thirty (30) days prior to the month of coverage.  
16 Failure to meet this timeline shall constitute sufficient notice for the District to  
17 drop said coverage.

18 14.10.2 Should a Member's employment terminate following the last day of the school  
19 year and before the commencement of the ensuing school year such Member  
20 shall be entitled to continued coverage under the life, health, dental and vision  
21 plans until October 1 of the ensuing school year, provided that the carrier of said  
22 plans allows such coverage and the coverage does not increase the District's  
23 rate in any way.

24 14.11 Upon retirement a Member may participate in any District group insurance plans except  
25 salary protection upon prepayment to the District by the Member in a manner prescribed  
26 by the District not to exceed one year.

ARTICLE 14 – BENEFITS

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

3 14.12.1. The Member must have served the District in a full time certificated position for  
4 ten (10) years immediately preceding retirement. For this purpose, District  
5 granted leave would not constitute a break in service for retirement or health  
6 and welfare benefits.

7 14.12.2 Retirement does not commence until the Member is at least age fifty-five (55).

8 14.12.3 Eligibility for benefits under this provision terminates on the first day of the  
9 month preceding the retiree's sixty-fifth (65th) birthday.

10 14.12.4 Dependent coverage may be purchased by the retiree in a manner prescribed  
11 by the District.

12 14.12.5 The District obligation for retiree health insurance benefits shall not exceed the  
13 District's obligations to current District employees under Section 14.2 and

14 14.2.1. If a retired Member owes a contribution for the cost of health benefits,  
15 he/she shall be required to make such contribution commencing October 1.

16 14.13 Benefits Committee

17 The District and the Association agree to participate in a "Benefits Committee" that shall  
18 meet on an as needed basis throughout the school year, but not less than three times  
19 per year. The task of the Benefits Committee will be to review the costs and design of  
20 the health, vision and dental plans provided to Members. The Benefits Committee will  
21 provide recommendations to the District and the Association regarding proposed  
22 changes to employee health benefits. The Association will have up to four Association  
23 Members on the Benefits Committee. The District will also have up to four District  
24 representatives on the Benefits Committee

ARTICLE 15 – SALARIES

1 15.1 The Salary Schedules for Members are attached hereto as Appendix A-D.

2 15.2 All Members who serve other than the required number of days as set forth in Article 5  
3 for their job classification shall receive salary which is not less than that which bears the  
4 same ratio to the established annual salary for their position as the number of days they  
5 serve bears to the number of working days required for their job classification.

6 15.3 Credit hours for application to a Member's placement on the salary schedule will be  
7 taken from a regularly accredited college or university. A regularly accredited college or  
8 university is one that is a member of the Western Association of Colleges and  
9 Universities, or a college or university whose credits are acceptable and transferable to a  
10 college or university that is a member of the Western Association of Colleges and  
11 Universities. All other credits to be submitted for salary advancement shall have written  
12 approval by the Assistant Superintendent for Human Resources prior to taking the  
13 course or workshop.

14 15.4 Credits received from the successful completion of an accredited course from an  
15 accredited college or university since the time of receiving a Bachelor's Degree,  
16 regardless of whether such units are earned prior to or since employment by this District,  
17 will advance from one classification to another on the salary schedule.

18 15.5 In order for Members to advance to the next step on the salary schedule, they must be  
19 on paid status for seventy-five percent (75%) or more of the work year for their position.

20 15.6 The payroll period shall be defined as monthly, beginning with the first day a Member is  
21 required to report for duty. Salary payments shall be made not later than the last  
22 working day of the month, except for the month of December. Payment for December  
23 shall be made on the first working day of January. Salary payments for services in  
24 addition to the Member's regular assignment shall be made not later than ten (10) days  
25 following the last day of the payroll period in which the services were performed.

26

ARTICLE 15 – SALARIES

1 15.7 The District will advance Members to the appropriate column on the salary schedule. In  
2 the event that official transcripts are submitted to Human Resources within 10 days of  
3 the date they are available from the institution from which they were earned, but no later  
4 than December 1, the District will advance Members to the appropriate column on the  
5 salary schedule retroactive to July 1 of that school year. After December 1, Members  
6 may advance to the appropriate column on the salary schedule the payroll month after  
7 submitting official transcripts. All provisions of this Article are subject to the ability and  
8 procedures of the County of Santa Barbara and are effective only if and when such  
9 conditions are available to the District through the County.

10 15.7.1 Effective for all column movements after July 1, 2007, for a Member to advance  
11 to a higher column or columns the Member must submit a Notice of Intent to  
12 Advance to the District Human Resources Department by September 1 in the  
13 year in which the Member intends to advance. Thereafter, if official transcripts  
14 are submitted by the Member to the Human Resources Department by  
15 December 1, the District will advance the Member to the appropriate column on  
16 the salary schedule retroactive to July 1 of that school year. If the Member  
17 submits a Notice of Intent to advance after September 1, or submits official  
18 transcripts after December 1, then the Member will advance to the appropriate  
19 column on the salary schedule on July 1 of the following school year.  
20 Submission of official transcripts after December 1 shall constitute a notice by the  
21 Member of intent to advance for the following school year.

22 15.8 Salary Guide - Lead Teachers

23 The salary of each Member who is designated as a lead teacher shall be compensated  
24 for extra duties and responsibilities in addition to regular salary schedule placement.  
25 The additional compensation for these positions shall be computed by applying to the

ARTICLE 15 – SALARIES

1 base salary of Column I on the salary schedule (Bachelor's Degree with no advanced  
2 units), a factor of .055.

3 15.9 Salary Guides - Special Assignments

4 The salary of a Member at the junior high level (7th and 8th grades) that serves in the  
5 capacity of and is designated as a counselor, coach, and/or department head, shall  
6 include compensation for extra duties in addition to regular salary schedule placement.

7 The additional compensation (stipend) for these positions shall be computed by applying  
8 to the base salary of Column I on the salary schedule (Bachelor's Degree with no  
9 advanced units), a factor of .055.

10 Coaches will be paid as follows:

11	Basketball	100% of stipend
12	Volleyball	80% of stipend
13	Soccer	80% of stipend
14	Track	70% of stipend
15	Cross Country	70% of stipend
16	Cheerleading	150% of stipend

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

21 15.10 Teachers of Severely Handicapped

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

24 15.11 Hourly Rate

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

ARTICLE 15 – SALARIES

1 15.12 Combination Classes

2 Members in Grades TK-6 who are assigned a regular self-contained classroom with  
3 more than one designated grade level shall be compensated with an additional \$250 for  
4 the year in which the assignment occurs. In order for the Member to receive the  
5 additional compensation the assignment must last twenty (20) working days. This will not  
6 include those Members in special education or opportunity classes. Team teaching will  
7 not constitute a combination class. The District will make a concerted effort to avoid  
8 combination classes. Members with combination classes for ten days or more in a  
9 month will be paid \$50 per student per month for each student over 25.

10 15.13 Bilingual

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

13 15.14 Anniversary Increments

14 15.14.1 The present basic program of anniversary increments shall be continued for  
15 columns 1 - 4 with the option of an alternate professional growth program or  
16 Staff Development Certificate Program. The District will provide professional  
17 growth or staff development increments for the length of this Agreement as  
18 follows:

19	STAFF DEVELOPMENT		PROFESSIONAL GROWTH
20	<u>CERTIFICATE PROGRAM</u>	<u>BASIC PROGRAM</u>	<u>PROGRAM</u>
21		-----	
22	1-14 years \$250		15-19 years \$1,500
23		20-24 years \$ 500	20-24 years \$2,000
24		25 years \$1,000	25 years \$2,500

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

27

ARTICLE 15 – SALARIES

1 15.14.2 Staff Development Certificate Program

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

4 15.14.2.1 Any Member seeking to qualify for additional compensation under  
5 the SDCP shall submit an application on a form provided by the  
6 District prior to May 1. The Member shall provide certification of  
7 thirty (30) hours of District approved inservice. Duplicate or  
8 repetitive training is not eligible for certification. Members who  
9 have participated in equivalent trainings outside of the District or  
10 training relative to a specialized area may submit their application  
11 to the Assistant Superintendent for Instructional Services for  
12 review.

13 15.14.2.2 Any Member whose application to participate in the SDCP is  
14 approved shall receive compensation that year and one  
15 subsequent year. Upon expiration of the stipend a Member may  
16 participate in SDCP and reapply for a subsequent stipend.  
17 Approved SDCP activities taken within a year of the stipend  
18 expiration are eligible for readmission to the SDCP.

19 15.14.3 Professional Growth

20 15.14.3.1 The Professional Growth Program is entered into pursuant to  
21 Government Code Section 3543.2(d).

22 15.14.3.2 Members are eligible for anniversary increments under the Basic  
23 Program pursuant to Section 15.14.1 of this Agreement. Any  
24 Member seeking additional compensation as provided in the  
25 Professional Growth Program shall comply with requirements  
26 outlined in this section, 15.14.3.

ARTICLE 15 – SALARIES

1           15.14.3.3    Any Member seeking to qualify for additional compensation under  
2                           the Professional Growth Program shall complete and submit a  
3                           written program application on a form to be provided by the  
4                           District.

5           15.14.3.4    The program application shall be reviewed by the Professional  
6                           Growth committee, which shall consist of:

7                   15.14.3.4.1    Three members selected by the Association.

8                   15.14.3.4.2    Three members selected by the District; and

9                   15.14.3.4.3    The Assistant Superintendent for Human  
10                           Resources or his/her designee and the Association  
11                           President or his/her designee who shall serve as  
12                           co-chairpersons of the Committee.

13           15.14.3.5    Either the Association or the District may change its selected  
14                           member(s) at any time.

15           15.14.3.6    The Committee shall not approve any application unless the  
16                           Committee, by majority vote, determines that the application and  
17                           program meet the requirements of this section.

18           15.14.3.6.1   An approved Professional Growth Program shall be defined as a  
19                           program which contributes to a Member's competence,  
20                           Performance or effectiveness in the position which he/she  
21                           currently holds or might reasonably expect to hold in the  
22                           future or a program which contributes to the educational welfare of  
23                           the District.

24           15.14.3.6.2   An approved program shall consist of participation in activities  
25                           which contribute to improvement in the Member's competence,  
26                           performance or effectiveness in the areas of lesson preparation,

ARTICLE 15 – SALARIES

1 classroom instruction, grading, parental counseling, supervision of  
2 extracurricular activities of students, or other activities judged by  
3 the committee to meet the requirements of the program.

4 15.14.3.7 The proposal submitted by the Member on the Professional  
5 Growth Form shall include the following:

6 15.14.3.7.1 The objectives of the program;

7 15.14.3.7.2 The procedures and/or methodology to complete  
8 the program; and

9 15.14.3.7.3 The anticipated outcomes as they relate to the  
10 Member's competence, performance or  
11 effectiveness.

12 15.14.3.8 A Member who is eligible for a professional growth increment  
13 must make initial application for the increment no later than May 1  
14 prior to the school year in which he/she expects to be granted the  
15 professional growth increment.

16 15.14.3.9 A Member who has submitted a program application will be  
17 notified by May 30 as to the acceptance or rejection of his/her  
18 program application. In the event that the program application is  
19 rejected the committee will attach to the program application  
20 reason(s) for the rejection of the application and suggestions for  
21 improvement that would enable the program application to be  
22 accepted.

23 .14.3.10 A Member may make application for a professional growth  
24 increment to the Professional Growth Committee and receive prior  
25 approval for a Professional Growth Program twenty-four (24)  
26 months prior to the year in which he/she becomes eligible for the

ARTICLE 15 – SALARIES

1 increment. The Professional Growth Committee will consider  
2 activities for the professional growth increment completed by a  
3 Member within a twenty-four (24) month period prior to the year in  
4 which the Member becomes eligible for the increment.

5 15.14.3.11 Compensation for professional growth under this Section shall  
6 commence in the year in which the professional growth program is  
7 completed, as stipulated on the Professional Growth Application  
8 Form. If requirements for the professional growth increment are  
9 completed prior to the year when a Member is eligible, payment  
10 will begin on the first pay period of the year the Member becomes  
11 eligible for the increment. If requirements for the professional  
12 growth program are completed during the year in which a Member  
13 is eligible for the increment, the total amount of the increment will  
14 be distributed in the remaining pay periods in equal amounts.

15 15.14.3.12 Before a Member may be found to be eligible for additional  
16 compensation under the Professional Growth Program, he or she  
17 must notify the Committee in writing that the approved program  
18 has been completed. The Committee will verify the completion of  
19 the program through the appropriate principal/supervisor. Upon  
20 such verification, the Committee shall notify the District that the  
21 Member is eligible.

22 15.14.3.12.1 The Assistant Superintendent for Human Resources will notify and  
23 will supervise the principals/supervisors in verifying the  
24 completion. The verification process will be accomplished within  
25 one quarter or ten-week period of time after the Committee has  
26 requested the verification to be done.

ARTICLE 15 – SALARIES

1           15.14.3.12.2 In the event that the principal/supervisor denies verification of the  
2                           Professional Growth Program, he/she shall give written  
3                           justification to the Member for the denial. If the Member feels the  
4                           denial is unfair or without foundation based on the proposed  
5                           program, the Member may appeal to the Professional Growth  
6                           Committee.

7           15.14.3.13 The Member submitting the program application shall be  
8                           responsible for providing in a timely manner the information  
9                           necessary to permit the Committee to determine whether the  
10                          program application satisfies the requirements of the Professional  
11                          Growth Program and whether the Member has become eligible for  
12                          additional compensation by completing the approved program.

13          15.14.3.14 Either party may, by written notice to the other party within thirty  
14                           (30) days of any such holding, reopen this program for  
15                           negotiation.

16 15.15 Preschool Members

17          15.15.1 The two Members of the Bargaining Unit hired prior to July 1, 1994 will be  
18                          compensated on Column 1, Step 1-5 of the regular bargaining unit salary  
19                          schedule. If either of two Members hired prior to July 1, 1994 transfers to a K-8  
20                          position in the district they will be placed on the appropriate step and column  
21                          commensurate with education and experience, except that at time of transfer  
22                          they will be given a salary placement compensation that is no less than they  
23                          were receiving in the preschool position.

24          15.15.2 A Member hired as a Preschool Teacher will be placed on the Preschool Salary  
25                          Schedule (Appendix C), and will be granted credit for experience outside the  
26                          District the same as a new teacher first coming into the district.

## ARTICLE 15 – SALARIES

1 15.16 Earned Doctorate Degree (Ph.D. or Ed.D.)

2 A Member who has an earned doctorate degree (Ph.D. or Ed.D.) will be compensated  
3 with an additional seven percent (7%) factor of the base salary.

## ARTICLE 16 – PERSONNEL FILES

- 1 16.1 A Member shall be permitted to review, upon reasonable notice, his/her personnel file.  
2 Except as otherwise provided herein, such review shall not normally be permitted during  
3 the duty hours of the Member.
- 4 16.1.1 Reviewable material shall not include ratings, reports or records which (1) were  
5 obtained prior to the employment of the member involved, (2) were prepared by  
6 identifiable examination committee members, or (3) were obtained in connection  
7 with a promotional opportunity.
- 8 16.1.2 Information of a derogatory nature, except material mentioned in 16.1.1 above,  
9 shall not be entered or filed in the personnel file of the Member until such  
10 Member is given written notice of such material. Following receipt of such notice,  
11 the Member shall have ten (10) calendar days to review and have attached  
12 thereon the Member's comments relative to such derogatory material. A  
13 reasonable amount of time will be provided for this review to take place.
- 14 16.1.2.1 Such review may take place during the Member's regular duty  
15 hours without loss of compensation.
- 16 16.2 The content of documents placed in or contained in any personnel file shall not be the  
17 subject of a grievance pursuant to the procedure contained in this Agreement; however  
18 violation of the procedures outlined in this Article may be the subject of a grievance.
- 19 16.3 No material shall be entered into or contained in a Member's personnel file except that  
20 written by the immediate administrator, assigned evaluator or an administrator  
21 designated by the Member or the District, except material mentioned in 16.1.1 above.

ARTICLE 17 – INTERSESSION

1 17.1 Intersession Teachers

2 The selection of intersession teachers shall be at the discretion of the District, subject to  
3 the procedures below:

4 17.1.1 Openings for intersession positions shall be posted at all work sites where  
5 certificated employees of the District are assigned.

6 17.1.2 Permanent and probationary District employees will be considered for  
7 intersession positions before other candidates are considered.

8 17.1.3 The District shall use the following criteria for selection from among intersession  
9 candidates.

- 10 - Possession of appropriate credentials.
- 11 - Evidence of successful teaching experience as demonstrated by a  
12 satisfactory evaluation.
- 13 - Evidence of knowledge in subject area to be taught.
- 14 - Recency of or intersession experience, such that those teachers with the  
15 most recent experience are considered after those teachers with no or  
16 less recent or intersession experience.

17 17.1.4 Applicants for intersession positions shall be selected from a list prioritized as  
18 follows:

- 19 - First priority shall be given to those Members employed by the District for  
20 a minimum of two years who made application the previous year but were  
21 not selected. Members who have applied more than one year will be  
22 given priority for selection over those who have applied only once.  
23 Applicants who reject an offer of employment will go to the bottom of the  
24 priority list. Seniority will be the deciding factor when all else is equal.

25

26

ARTICLE 17 – INTERSESSION

1 17.2 Intersession

2 Members providing intersession service shall be included within the SMEEA bargaining  
3 unit. The status quo will continue regarding the terms and conditions of employment for  
4 such employees until any negotiated changes between the Association and the District,  
5 and that intersession teachers who are not otherwise regularly employed as certificated  
6 employees by the District shall not receive health and welfare benefits pursuant to this  
7 Agreement.

8 17.3 Pay for Intersession

9 Compensation for intersession shall be based upon the Intersession Salary Schedule,  
10 which is attached to the Agreement as Appendix D.

11 17.3.1 The Intersession Salary Schedule (Appendix D) shall be adjusted each contract  
12 year at the same rate as is applicable to the Certificated Salary Schedule  
13 (Appendix A).

14 17.4 Intersession Sick Leave

15 17.4.1 Members who work in Intersession will receive sick leave of one (1) work day for  
16 the Intersession session.

17 17.4.2 Sick leave days for intersession/summer school employment cannot be  
18 accumulated and are not transferable to the regular school year. Sick leave days  
19 from the regular year are not transferable to Intersession.

20  
21  
22  
23

ARTICLE 18 – JOB SHARING

1 18.1 Two Members who volunteer to share one full-time assignment shall be considered as a  
2 single assignment for the purposes of determining contractual obligations and  
3 employment conditions. Job sharers do not attain retirement health benefit rights.

4 18.2 Job sharers shall be volunteers with successful experience at the same level (primary K-  
5 3, intermediate 4-6, 7-8). At the 7-8 level each job-sharing teacher shall present a job  
6 share plan that is acceptable to the District. The assignment of job sharing teachers shall  
7 be done by the Assistant Superintendent for Human Resources and shall be based upon  
8 the needs of the school.

9 18.3 The following conditions for job sharing shall apply:

10 18.3.1 Job sharing shall be limited to tenured Members who have indicated in writing to  
11 the Assistant Superintendent for Human Resources by March 1 their desire to job  
12 share. Job sharing assignments shall be filled by Members who have jointly  
13 agreed to work together.

14 18.3.2 Job sharers shall submit a written detailed plan to the Assistant Superintendent  
15 for Human Resources stating in detail how the applicants would insure  
16 close cooperation in such matters as planning, teaching, evaluating,  
17 communicating with one another and with parents, staff and administration, and  
18 performing adjunct duties.

19 18.3.3 A signed form, prepared by the District, that acknowledges the job sharing  
20 Members' responsibilities to attend all scheduled school and District meetings,  
21 and all parent conferences normally expected of a full-time employee shall be  
22 submitted with the written plan. Members teaching in a split year plan shall have  
23 these responsibilities required only during the semester they are teaching in a  
24 job-sharing program.

25 18.3.4 Any approved job sharing assignment may be terminated by the District in the  
26 event that it is deemed by the District to be instructionally and

## ARTICLE 18 – JOB SHARING

1                   organizationally unsuccessful. An arrangement may not be terminated prior  
2                   to the end of a semester.

3 18.4 The percentage of full-time service provided by each job sharer shall be equal to the  
4 percentage of full-time salary and benefits received by the job sharer. In no case shall  
5 the combined percentage of service provided by the job sharing pair exceed 100%.

6 The Members will pay the additional cost of fringe benefits beyond their proportional  
7 share paid by the District. If the job sharer can provide the District with verification of  
8 other health coverage, and the District insurance carrier approves withdrawal, the job-  
9 sharing employee may opt out of the health plan for the period of his/her job sharing  
10 service.

11 18.5 Job sharing Members shall receive salary step movement at the start of the school year  
12 following the accumulation of the equivalent of one year of full-time service.

13 18.6 Job sharing Members shall be entitled to all leave provisions in this Agreement in the  
14 same proportion that their assignment bears to a full year's assignment.

15 18.7 Job sharing Members shall be entitled to all rights, protections and benefits set forth in  
16 this Agreement that are afforded all Members.

17 18.8 Job sharing shall be limited to a maximum of fifteen (15) pairs of job sharers. This  
18 number may be increased if mutually agreed to by the District and the Association.

19 18.9 Job sharing plans shall not be established until both the applicants and the District have  
20 agreed upon the specific job-sharing plan.

21 18.10 Provision 6.6.4 of this Agreement relating to return to the District from a leave will apply  
22 to a job-sharing Member who desires to return to a full-time position.

23 18.11 When a job share ends the Member who was originally at the site where the job share  
24 began will retain the position, and the second job sharer will be placed as a voluntary 24  
25 transfer in accordance with Section Article 8 of this Agreement. However, if the second

ARTICLE 18 – JOB SHARING

1 job sharer has been at the site for five or more years the job sharer will have on-site  
2 voluntary rights to available openings for which he/she is credentialed.

3 18.12 When a job share ends where both members were originally at that site and there is no  
4 vacancy at that site for which the Member with the least amount of District seniority is  
5 credentialed, he/she will be placed as a voluntary transfer.

6 18.13 In the event a job share must be terminated during the school year, the remaining job  
7 sharer must fill the position full-time, but only to the extent of the remaining job sharer's  
8 approved work year (i.e., not to exceed 100%).

## ARTICLE 19 – DISCIPLINE PROCEDURES

1 19.1 Discipline Pursuant to Section 3543.2(b) of the Government Code

2 19.1.1 This provision 19.1 was entered into pursuant to Section 3543.2(b) of the  
3 Government Code.

4 19.1.2 An employee shall not be disciplined without just cause. The term "just cause"  
5 incorporates the concept of progressive discipline. The term "discipline" under  
6 this provision 19.1 shall include suspension without pay for no more than fifteen  
7 (15) work days and written reprimand. The term "discipline" specifically does  
8 not include negative or adverse evaluations, warnings, directives and the  
9 implementation of other articles in this Agreement such as the denial of any  
10 leave.

11 19.1.3 An employee shall not be suspended without prior notice and an opportunity for a  
12 conference upon request of the employee.

13 19.1.4 Except in cases of serious misconduct, a verbal warning and a written reprimand  
14 shall precede suspension. Such verbal and/or written reprimand shall include  
15 direction(s) or suggestion(s) for corrective action.

16 19.1.5 Prior to the imposing of any suspension, the Superintendent or his/her designee  
17 shall give written notice to the employee. This written notice of proposed  
18 disciplinary action shall be served by certified mail or personal delivery to the  
19 employee at least ten (10) calendar days prior to the date when the suspension  
20 may be imposed. Service by certified mail shall be deemed completed on the  
21 date of mailing. The contents of the written notice shall include at least the  
22 following:

- 23 a. A statement identifying the District.
- 24 b. A statement in ordinary and concise language of the specific act(s) and  
25 omission(s) upon which the proposed disciplinary action is based.
- 26 c. The suspension proposed and effective date(s).

ARTICLE 19 – DISCIPLINE PROCEDURES

- 1           d.     The cause(s) or reasons(s) for the specific disciplinary action proposed.
- 2           e.     A copy of the applicable regulation(s) where it is claimed a
- 3                 violation of regulation(s) took place.
- 4           f.     A statement that the employee has the right to respond to the matters
- 5                 raised in the written notice both orally and in writing, including the
- 6                 submission of affidavits, prior to the end of the ten (10) calendar days
- 7                 following the date the written notice was served. Nothing contained
- 8                 herein shall prohibit the introduction of evidence at any hearing, which
- 9                 may be requested pursuant to this Article.
- 10          g.     A statement that the employee, upon request, is entitled to appear
- 11                 personally before the Superintendent or his/her designee regarding the
- 12                 matters raised in the written notice prior to the end of the ten (10)
- 13                 calendar days following the date the written notice was served. At such
- 14                 meeting, the employee shall be granted a reasonable opportunity to make
- 15                 any representations the employee believes are relevant to the case.
- 16          h.     A statement that the employee, upon written request, is entitled to a full
- 17                 evidentiary hearing before a hearing officer, selected pursuant to the
- 18                 voluntary labor arbitration rules of the American Arbitration Association,
- 19                 before any disciplinary action is final. The hearing officer shall make
- 20                 an advisory recommendation to the Board and also make such
- 21                 recommendation known to the employee. The statement shall indicate
- 22                 that the proposed disciplinary action may commence after the ten (10)
- 23                 calendar days following the date the written notice was served. The
- 24                 statement also shall indicate that no full evidentiary hearing will be held
- 25                 unless a written demand for such a hearing is delivered to the

ARTICLE 19 – DISCIPLINE PROCEDURES

1 Superintendent within ten (10) calendar days after the date the written  
2 notice of proposed disciplinary action was served.

3 19.1.6 In cases of serious misconduct where it is deemed appropriate to remove the  
4 Member immediately, the Member shall not lose compensation prior to the date  
5 when discipline may commence. Loss of compensation in all cases may occur  
6 after the tenth (10th) calendar day following the date written notice was served.

7 19.1.7 a. The Member shall receive a full evidentiary hearing on the  
8 proposed disciplinary action only if a written demand for such a hearing is  
9 delivered to the Superintendent within ten (10) calendar days of the  
10 written notice of proposed disciplinary action. In the absence of a demand  
11 for a full evidentiary hearing, the Superintendent shall act upon the  
12 charges after the time period for hearing demand has expired.

13 The procedure in this provision 19.1 shall be the sole procedure to be  
14 utilized by an employee or the Association with regard to any  
15 suspension. The grievance procedure under Article 11 in this Agreement  
16 is not applicable to any suspension.

17 b. The employee shall have the right to appear in person on his/her own  
18 behalf, or at the employee's option, to appear and be represented by the  
19 Association.

20 c. Hearings will be recorded at the request of either party with such expense  
21 being borne equally by the parties.

## ARTICLE 20 – YEAR-ROUND SCHOOL IMPLEMENTATION

### 1 20.1 Calendar

2 20.1.1 The year-round school work year shall be the same as described in Article 5,  
3 Section 5.1 of this Agreement. The calendar will be adjusted to provide a  
4 year-round school work year that reflects as closely as possible sixty (60)  
5 instructional days of on-schedule instruction and twenty (20) days of intersession.

6 The calendar for tracks W, X, Y, Z shall be adjusted to reflect as closely as  
7 possible ninety (90) instructional days and thirty (30 days) of intersession

### 8 20.2 Room Assignments

9 20.2.1 The District will be responsible for reasonable and standardized moving, storing  
10 and security of Members' materials.

11 20.2.2 Whenever multiple schedules are initially implemented at a school site, Members  
12 will be allowed to indicate their choice of schedule at their existing grade  
13 level/subject. Assignment will be made on the basis of needs of the District,  
14 required credentials and District seniority. District seniority will be the deciding  
15 factor when all else is equal.

16 20.2.3 If a Member does not receive his/her choice of schedule the Member will be  
17 granted, upon request, a conference with the site administrator and/or Assistant  
18 Superintendent for Human Resources to discuss the assignment. The Member  
19 shall be entitled to an Association representative upon request.

20 20.2.4 It is the intent of the District that Members shall have only one assigned room  
21 while on track except in situations where there are no other facilities on site.

22 20.2.5 Notwithstanding 20.2.4 affected Members may develop an optional roving system  
23 for room assignment if submitted and approved by the site administrator before  
24 the school year begins, unless mutually agreed otherwise.

### 25 20.3 Families Within the School District

26 20.3.1 In the event that a Member is assigned to a year-round school and the Member's

## ARTICLE 20 – YEAR-ROUND SCHOOL IMPLEMENTATION

1 spouse is also a Member assigned to a year-round school, the District will make  
2 every effort to have both Members assigned to the same schedule if this is  
3 requested.

4 20.3.2 If a Member has a child who attends school within the District, the District will  
5 make every effort to have the Member and his/her child (or children) on the same  
6 schedule if this is requested.

### 7 20.4 Exchange Days

8 20.4.1 A Member teaching in an on-track assignment will be permitted to exchange a  
9 maximum of up to ten (10) consecutive instructional days in no more than two  
10 increments with another Member to teach the on-track Member's assignment,  
11 and who is at the time in intersession or on an off-track assignment. Members  
12 should seek to exchange with a Member who is credentialed to teach the on-  
13 track Member's assignment. This section will also apply to Members who work  
14 on a traditional schedule.

15 20.4.2 An exchange arrangement will be agreed to between the two Members and  
16 signed by each. However, prior written approval must be obtained twenty (20)  
17 days prior to the exchange period and the request shall be submitted to the site  
18 administrator for consideration and recommendation, to be forwarded to the  
19 Assistant Superintendent for Human Resources for approval.

20 20.4.3 When there is a substitute shortage, an exception will be allowed to the  
21 requirements of 20.4.1 and 20.4.2 regarding the allowed number of days and  
22 increments, and the required notice. However the site administrator's approval is  
23 required and excessive requests may be denied.

### 24 20.5 Change of Schedule

25 Members whose schedule is involuntarily changed from one schedule to another  
26 schedule

ARTICLE 20 – YEAR-ROUND SCHOOL IMPLEMENTATION

1 where there are less than twenty (20) school days remaining on their present session  
2 will be given at least thirty (30) calendar days notice of a change of schedule and will  
3 not lose the right to take the intersession immediately following the end of the present  
4 session.

5 20.6 In implementing a four-track year round education (YRE) schedule at the junior highs,  
6 the exploratory subject teachers are placed on a rainbow schedule. Rainbowing these  
7 teachers may create an imbalance of student contact days causing teachers to teach  
8 one to two days more or less than the required student contact days (170 days) for four-  
9 track YRE schools.

10 20.6.1 The District shall attempt to provide a rainbow schedule that meets the  
11 contractual student contact work year. However, when the District cannot  
12 balance these rainbow teacher schedules, it is agreed that the teachers who are  
13 affected by the imbalance of their work schedule shall work with the school site  
14 principal to exchange days with one another to balance the student contact days  
15 and to bring them into alignment with the contractual work year. This alignment  
16 will be by mutual agreement with the approval of the principal.

17 20.7 The language in Paragraphs 20.7.1 to 20.7.6, below, was originally in Article 5. The  
18 language has been moved to this Article 20, with its former locations in Article 5 noted.

19 20.7.1 The number of pupil contact days in the school year shall be 170 days for multi-  
20 track YRE, with additional days for activities as prescribed by the District not to  
21 exceed seven (7) for Members on four-track YRE, and an additional day for  
22 Members new to the District. [Formerly in Article 5.1]

23 20.7.2 In adopting the calendar each year, a concerted effort will be made so that  
24 Members' in and out days do not coincide. In the event that this is not possible,  
25 the room will be vacated by the Member going off track no later than 190 minutes  
26 after the start of the regular school day. The 190 minutes will consist of 180

ARTICLE 20 – YEAR-ROUND SCHOOL IMPLEMENTATION

1 minutes instruction and ten minutes break. The lunch period for Members shall  
2 start at the end of 190 minutes. [Formerly in Article 5.1.3]

3 20.7.3 In situations where the multi-track calendar has less than two dot days in a  
4 row, the dot day shall only be used for the purpose of allowing a Member who is  
5 a classroom teacher to prepare that Member’s classroom for moving in or out,  
6 except classroom teachers may be required to attend a staff meeting on a dot  
7 day that does not exceed thirty minutes in length. [Formerly in Article 5.1.4]

8 20.7.4 The length of the work day for all Members who are on multi-track year round  
9 schedules, except part-time Members, shall be 6 hours and 40 minutes  
10 (exclusive of the lunch period). [Formerly in Article 5.2.1]

11 20.7.5 Part-time Members employed at a multi-track year round site shall have at least  
12 a three hour and twenty minute work day. [Formerly in Article 5.2.4]

13 20.7.6 All Members not assigned to a track must attend a mandatory staff development  
14 day on a day assigned by their supervisor. [Formerly in Article 5.12.5]

## ARTICLE 21 – DISTRICT RIGHTS

1 21.1 It is understood and agreed that the District retains all of its powers and authority to  
2 direct, manage and control to the full extent of the law. Included in those duties and  
3 powers are the exclusive rights to: determine its organization; direct the work of its  
4 employees; determine the times and hours of operation; determine the kinds and levels  
5 of services to be provided, and the methods and means of providing them; establish  
6 its educational policies, goals and objectives; insure the rights and educational  
7 opportunities of students; determine staffing patterns; determine the number and  
8 kinds of personnel required; maintain the efficiency of District operations; final  
9 determination on curriculum; build, move and modify facilities; establish budget  
10 procedures and determine budgetary allocations; determine the methods of raising  
11 revenue; contract out work; and take action on any matter in the event of an emergency.  
12 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate,  
13 promote, terminate, and discipline employees.

14  
15 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the  
16 District, the adoption of policies, rules, regulations and practices in furtherance thereof,  
17 and the use of judgment and discretion in connection therewith, shall be limited only by  
18 the specific and express terms of this Agreement, and then only to the extent such  
19 specific and express terms are in conformance with law.

20  
21 The District retains its right to temporarily amend, modify or rescind provisions and  
22 practices referred to herein in cases in emergency. As soon as possible, but not later  
23 than five (5) days following the declaration of an emergency, the District will meet with  
24 the Association to review any action taken as a result of an emergency and come to an  
25 agreement on the duration of the action.

26  
27  
28

## ARTICLE 21 – DISTRICT RIGHTS

1 In the event agreement cannot be reached within five (5) days following the first meeting,  
2 the Association shall have the right to seek injunctive relief.

3  
4 Emergency as used in this section shall be defined as fire, flood, earthquake or other  
5 emergency. The term other emergency means when any repairs, alterations,  
6 work or improvements are necessary to permit the continuance of existing school  
7 classes, or to avoid danger to life or property. Time limits hereunder may be lengthened  
8 or shortened in any particular case only by mutual written agreement.

9 21.2 The parties agree that it shall be a District right to meet with the Association in a Labor  
10 Management Council (“LMC”) on a monthly basis. The LMC will conduct its meetings  
11 using an interest-based problem solving approach. Each party shall select a maximum  
12 of five members for its side to be members of the LMC. The purposes and rules of the  
13 LMC shall be as outlined in Article 3.6. The District’s agreement to meet with the  
14 Association in the LMC shall not diminish the District’s management rights under this  
15 Agreement or alter the existing statutory scope of SMEEA’s right to consult with the  
16 District. The parties further agree that the LMC is not intended to replace existing  
17 committees, such as C&I and COT that provide a forum for SMEEA to consult with the  
18 District.

ARTICLE 22 – COMPLETION OF MEET AND NEGOTIATION

1 22.1 Completion of Meet and Negotiation

2 22.1.1 It is understood and agreed that the specific provisions contained in this  
3 Agreement are a true and precise representation of all agreements reached by  
4 the parties during this round of meet and negotiation.

5 22.1.2 During the period from the ratification of this Agreement until June 30, 2020,  
6 except as set forth in Article 1 of this Agreement, the Association expressly  
7 waives and relinquishes the right to meet and negotiate and agrees that the  
8 District shall not be obligated to meet and negotiate with respect to any subject or  
9 matter whether or not referred to or covered in this Agreement, even though such  
10 subject or matter may not have been within the knowledge or contemplation of  
11 either or both the District or the Association at the time they met and negotiated  
12 on and executed this Agreement, and even though such subjects or matters were  
13 proposed and later withdrawn, except as provided for elsewhere in this  
14 Agreement.

15 22.1.3 If there are items of mutual concern, the District and the Association may, by  
16 mutual consent, meet and negotiate with the intent to modify existing articles,  
17 add additional articles to, or delete articles from this Agreement.

## ARTICLE 23 – SAVINGS

1 23.1 If any provision of this Agreement or any application thereof to any Member is held by a  
2 court of competent jurisdiction to be contrary to law, then such provision or application  
3 will be deemed valid, to the extent required by such court decision, but all other  
4 provisions or application shall continue in full force and effect.

## ARTICLE 24 – RECONFIGURATION

- 1 24.1 Should a decision be made to reconfigure the schools from the current K-6/7-8
- 2 configuration, the District and Association will immediately meet to negotiate the
- 3 ramifications of this reconfiguration.

## ARTICLE 25 – PRESCHOOL

1 25.0 Title 22 licensing requirements and Title 5 regulations determine  
2 programmatic requirements for Preschool staffing (teachers and assistants) and class  
3 size.

4 25.0.1 As a point of reference below, all articles in the Agreement are cross-referenced  
5 according to the numbering included in this article (i.e. Preschool Article 25.1  
6 refers to Article 1, 25.2 refers to Article 2, etc.)

7 25.1 Article 1 of the Agreement applies to Preschool Teachers.

8 25.2 Article 2 of the Agreement applies to Preschool Teachers.

9 25.3 Article 3 of the Agreement applies to Preschool Teachers.

10 25.4 Article 4 of the Agreement applies to Preschool Teachers.

11 25.5 Article 5 of the Agreement generally applies to Preschool Teachers,  
12 except as set forth below.

13 25.5.1 Preschool Teachers shall have work years, work days, and pupil  
14 contact days as required by federal and state laws governing the  
15 State Preschool program.

16 25.6 Article 6 of the Agreement applies to Preschool Teachers.

17 25.7 Article 7 of the Agreement applies to Preschool Teachers.

18 25.8 Article 8 of the Agreement does not apply to Preschool Teachers.

19 25.8.1 Requests for a different placement within the District Preschools shall be  
20 considered based on the needs and/or requirements of the Preschool program  
21 (district-wide) and not equated to “site rights”.

22 25.8.2 Placement requests by Preschool Teachers shall be considered based on the  
23 needs of the District, required licenses, related experiences and District seniority.  
24 Seniority will be the deciding factor if all else is equal.

25 25.8.3 Preschool to K-8 vacancies



ARTICLE 25 – PRESCHOOL

1 25.15.3 A Preschool Teacher who is hired for a K-8 position shall have a new seniority  
2 date, determined by the date of his/her hiring in a K-8 position.

3 25.15.4 Preschool Teachers are eligible to participate in the Staff Development  
4 Program, as outlined in Article 15.14.2.

5 25.15.5 Preschool Teachers are eligible to participate in the Professional Growth  
6 Program, as outlined in Article 15.14.3

7 25.16 Article 16 of the Agreement applies to Preschool Teachers.

8 25.17 Article 17 of the Agreement applies in part to Preschool Teachers, as set forth below.

9 25.17.1 Article 17.1.1 does not apply to Preschool Teachers who apply for intersession  
10 positions. An application of a Preschool Teacher for an intersession position  
11 shall be treated the same as an application from a candidate who is not  
12 currently employed by the District. The selection of a Preschool Teacher to fill  
13 an intersession position shall be at the discretion of the District.

14 25.17.2 Article 17.2 applies to Preschool Teachers.

15 25.17.3 Article 17.3 applies to Preschool Teachers.

16 25.17.4 Article 17.4 applies to Preschool Teachers.

17 25.18 Article 18 of the Agreement applies in part to Preschool Teachers, as set forth  
18 below

19 Job Sharing

20 Job sharing for Preschool Teachers may be considered by the Program Director and site  
21 Principal based on the needs of the Preschool program.

22 25.19 Article 19 of the Agreement applies to Preschool Teachers.

23 25.20 Article 20 of the Agreement applies to Preschool Teachers.

24 25.21 Article 21 of the Agreement applies to Preschool Teachers.

25 25.22 Article 22 of the Agreement applies to Preschool Teachers.

26 25.23 Article 23 of the Agreement applies to Preschool Teachers.

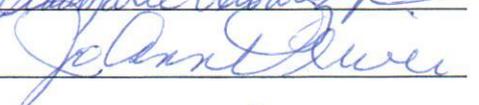
## ARTICLE 25 – PRESCHOOL

1

25.24 Article 24 of the Agreement applies to Preschool Teachers.

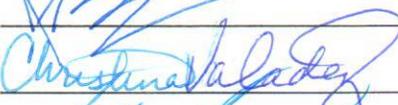
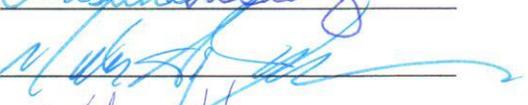
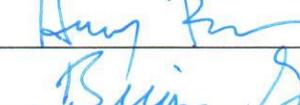
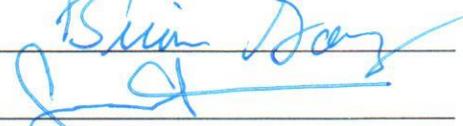
RATIFICATION OF THE AGREEMENT BETWEEN  
THE SANTA MARIA-BONITA SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION  
EFFECTIVE JULY 1, 2017-JUNE 30, 2020

For the District

  
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Date 7/25/18

For the Association

  
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Date \_\_\_\_\_

**SANTA MARIA-BONITA SCHOOL DISTRICT  
2017-2018 TEACHER SALARY SCHEDULE**

STEP Years	RANGE						
	1	2	3	4	5	6	
1 (A)	\$52,882	\$52,883	\$53,269	\$56,540	\$59,811	\$63,081	
2 (B)	\$52,883	\$52,883	\$56,026	\$59,296	\$62,568	\$65,838	
3 (C)	\$52,883	\$55,511	\$58,783	\$62,053	\$65,324	\$68,596	
4 (D)	\$54,998	\$58,268	\$61,539	\$64,810	\$68,082	\$71,352	
5 (E)	\$57,755	\$61,025	\$64,297	\$67,568	\$70,839	\$74,109	
5 Year Limit of Experience Outside District							
6 (F)	\$60,511	\$63,783	\$67,054	\$70,324	\$73,596	\$76,866	
7 (G)	\$63,269	\$66,539	\$69,811	\$73,081	\$76,352	\$79,623	
8 (H)	\$66,026	\$69,296	\$72,567	\$75,838	\$79,109	\$82,379	
9 (I)	\$68,782	\$72,053	\$75,324	\$78,594	\$81,866	\$85,137	
10 (J)	\$71,539	\$74,813	\$78,081	\$81,351	\$84,624	\$87,894	
11 (K)	\$74,296	\$77,566	\$80,839	\$84,109	\$87,380	\$90,651	
12 (L)	\$77,053	\$80,324	\$83,595	\$86,866	\$90,137	\$93,454	
15 (A)	<b>COLUMNS 1-4</b>			**Professional Growth Program		\$92,821	\$96,236
18 (B)	Basic Program		or	15-19 Years	\$1,500.00	\$96,056	\$99,589
21 (C)	20-24 Years		\$500.00	20-24 Years	\$2,000.00	\$98,915	\$102,558
24 (D)	25 Years		\$1,000.00	25 Years	\$2,500.00	\$101,866	\$105,613

**SALARY CLASSIFICATIONS**

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

**If uncredentialed:**

STEP (Years)	RANGE	
	1	2
(1)	\$46,728	\$49,998
(2)	\$49,484	\$52,755
(3)	\$52,241	

EARNED Ph.D. or Ed.D

Base x .07                      \$3,701.74

STAFF DEVELOPMENT CERTIFICATE PROGRAM\*

1-14 Years                      \$250.00

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

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

Effective: 07/01/17

Approved: 6/13/18

**SANTA MARIA-BONITA SCHOOL DISTRICT  
2018-2019 TEACHER SALARY SCHEDULE**

STEP Years	RANGE					
	1	2	3	4	5	6
1 (A)	\$53,675	\$53,676	\$54,068	\$57,388	\$60,708	\$64,027
2 (B)	\$53,676	\$53,676	\$56,866	\$60,185	\$63,507	\$66,826
3 (C)	\$53,676	\$56,344	\$59,665	\$62,984	\$66,304	\$69,625
4 (D)	\$55,823	\$59,142	\$62,462	\$65,782	\$69,103	\$72,422
5 (E)	\$58,621	\$61,940	\$65,261	\$68,582	\$71,902	\$75,221
5 Year Limit of Experience Outside District						
6 (F)	\$61,419	\$64,740	\$68,060	\$71,379	\$74,700	\$78,019
7 (G)	\$64,218	\$67,537	\$70,858	\$74,177	\$77,497	\$80,817
8 (H)	\$67,016	\$70,335	\$73,656	\$76,976	\$80,296	\$83,615
9 (I)	\$69,814	\$73,134	\$76,454	\$79,773	\$83,094	\$86,414
10 (J)	\$72,612	\$75,935	\$79,252	\$82,571	\$85,893	\$89,212
11 (K)	\$75,410	\$78,729	\$82,052	\$85,371	\$88,691	\$92,011
12 (L)	\$78,209	\$81,529	\$84,849	\$88,169	\$91,489	\$94,856
15 (A)	<b>COLUMNS 1-4</b>		**Professional Growth Program		\$94,213	\$97,680
18 (B)	Basic Program	or	15-19 Years	\$1,500.00	\$97,497	\$101,083
21 (C)	20-24 Years	\$500.00	20-24 Years	\$2,000.00	\$100,399	\$104,096
24 (D)	25 Years	\$1,000.00	25 Years	\$2,500.00	\$103,394	\$107,197

**SALARY CLASSIFICATIONS**

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

**If uncredentialed:**

STEP (Years)	RANGE	
	1	2
(1)	\$47,429	\$50,748
(2)	\$50,226	\$53,546
(3)	\$53,025	

EARNED Ph.D. or Ed.D

Base x .07                      \$3,757.25

STAFF DEVELOPMENT CERTIFICATE PROGRAM\*

1-14 Years                      \$250.00

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

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

Effective: 07/01/18

Approved: 6/13/18

**SANTA MARIA-BONITA SCHOOL DISTRICT  
2019-2020 TEACHER SALARY SCHEDULE**

STEP Years	RANGE						
	1	2	3	4	5	6	
1 (A)	\$54,480	\$54,481	\$54,879	\$58,249	\$61,619	\$64,987	
2 (B)	\$54,481	\$54,481	\$57,719	\$61,088	\$64,460	\$67,828	
3 (C)	\$54,481	\$57,189	\$60,560	\$63,929	\$67,299	\$70,669	
4 (D)	\$56,660	\$60,029	\$63,399	\$66,769	\$70,140	\$73,508	
5 (E)	\$59,500	\$62,869	\$66,240	\$69,611	\$72,981	\$76,349	
5 Year Limit of Experience Outside District							
6 (F)	\$62,340	\$65,711	\$69,081	\$72,450	\$75,821	\$79,189	
7 (G)	\$65,181	\$68,550	\$71,921	\$75,290	\$78,659	\$82,029	
8 (H)	\$68,021	\$71,390	\$74,761	\$78,131	\$81,500	\$84,869	
9 (I)	\$70,861	\$74,231	\$77,601	\$80,970	\$84,340	\$87,710	
10 (J)	\$73,701	\$77,074	\$80,441	\$83,810	\$87,181	\$90,550	
11 (K)	\$76,541	\$79,910	\$83,283	\$86,652	\$90,021	\$93,391	
12 (L)	\$79,382	\$82,752	\$86,122	\$89,492	\$92,861	\$96,279	
15 (A)	<b>COLUMNS 1-4</b>			<b>**Professional Growth Progra</b>		\$95,626	\$99,145
18 (B)	Basic Program		or	15-19 Years	\$1,500.00	\$98,959	\$102,599
21 (C)	20-24 Years		\$500.00	20-24 Years	\$2,000.00	\$101,905	\$105,657
24 (D)	25 Years		\$1,000.00	25 Years	\$2,500.00	\$104,945	\$108,805

**SALARY CLASSIFICATIONS**

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

**If uncredentialed:**

STEP (Years)	RANGE	
	1	2
(1)	\$48,140	\$51,509
(2)	\$50,979	\$54,349
(3)	\$53,820	

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

Base x .07                      \$3,813.60

**STAFF DEVELOPMENT CERTIFICATE PROGRAM\***

1-14 Years                      \$250.00

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

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

Effective: 07/01/19

Approved: 6/13/18

**Santa Maria-Bonita School District  
2017-2018 Master Plan Psychologist Salary Schedule**

STEP (Years)	RANGE		
	01	02	03
1(A)	\$81,907	\$85,722	\$89,543
2(B)	\$85,127	\$88,939	\$92,740
Limit of Experience Outside District			
3(C)	\$88,347	\$92,147	\$95,960
4(D)	\$91,548	\$95,354	\$99,157
5(E)	\$94,766	\$98,570	\$102,383
6(F)	\$97,963	\$101,795	\$105,579
7(G)	\$101,157	\$104,989	\$108,961
15(H)	<b>COLUMNS 1 &amp; 2</b>		**Prof. Growth \$112,198
18(I)	Basic Program <i>or</i>		15-19 yrs \$1,500 \$115,528
21(J)	20-24 Years \$500	20-24 yrs \$2,000	\$118,960
24(K)	25 Years \$1000	25 yrs \$2,500	\$122,491

SALARY CLASSIFICATIONS

- 1 To be placed on salary schedule requires a Master's Degree
- 2 Master's Degree + 15 approved semester units or  
Bachelor's Degree + 45 approved semester units including Master's Degree
- 3 Master's Degree + 30 approved semester units or  
Bachelor's Degree + 60 approved semester units including Master's Degree

11 Month position = 195 days

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

EARNED Ph.D. OR Ed.D.

Base x .07 = \$3,701.74

STAFF DEVELOPMENT CERTIFICATE PROGRAM\*

1-14 Years \$250

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

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

Effective: 07/01/17

Approved: 06/13/18

**Santa Maria-Bonita School District  
2018-2019 Master Plan Psychologist Salary Schedule**

STEP (Years)	RANGE		
	01	02	03
1(A)	\$83,136	\$87,008	\$90,886
2(B)	\$86,404	\$90,273	\$94,131
Limit of Experience Outside District			
3(C)	\$89,672	\$93,529	\$97,399
4(D)	\$92,921	\$96,784	\$100,644
5(E)	\$96,187	\$100,049	\$103,919
6(F)	\$99,432	\$103,322	\$107,163
7(G)	\$102,674	\$106,564	\$110,595
15(H)	<b>COLUMNS 1 &amp; 2</b>		**Prof. Growth
18(I)	Basic Program or		15-19 yrs \$1,500
21(J)	20-24 Years \$500	20-24 yrs \$2,000	\$113,881
24(K)	25 Years \$1000	25 yrs \$2,500	\$117,261
			\$120,744
			\$124,328

**SALARY CLASSIFICATIONS**

- 1 To be placed on salary schedule requires a Master's Degree
- 2 Master's Degree + 15 approved semester units or  
Bachelor's Degree + 45 approved semester units including Master's Degree
- 3 Master's Degree + 30 approved semester units or  
Bachelor's Degree + 60 approved semester units including Master's Degree

11 Month position = 195 days

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

**EARNED Ph.D. OR Ed.D.**

Base x .07 = \$3,757.25

**STAFF DEVELOPMENT CERTIFICATE PROGRAM\***

1-14 Years \$250

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

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

Effective: 07/01/18

Approved: 06/13/18

**Santa Maria-Bonita School District  
2019-2020 Master Plan Psychologist Salary Schedule**

STEP (Years)	RANGE		
	01	02	03
1(A)	\$84,383	\$88,313	\$92,249
2(B)	\$87,700	\$91,627	\$95,543
Limit of Experience Outside District			
3(C)	\$91,017	\$94,932	\$98,860
4(D)	\$94,315	\$98,236	\$102,154
5(E)	\$97,630	\$101,550	\$105,478
6(F)	\$100,923	\$104,872	\$108,770
7(G)	\$104,214	\$108,162	\$112,254
15(H)	<b>COLUMNS 1 &amp; 2</b>		**Prof. Growth \$115,589
18(I)	Basic Program	or 15-19 yrs \$1,500	\$119,020
21(J)	20-24 Years \$500	20-24 yrs \$2,000	\$122,555
24(K)	25 Years \$1000	25 yrs \$2,500	\$126,193

**SALARY CLASSIFICATIONS**

- 1 To be placed on salary schedule requires a Master's Degree
- 2 Master's Degree + 15 approved semester units or  
Bachelor's Degree + 45 approved semester units including Master's Degree
- 3 Master's Degree + 30 approved semester units or  
Bachelor's Degree + 60 approved semester units including Master's Degree

11 Month position = 195 days

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

**EARNED Ph.D. OR Ed.D.**

Base x .07 = \$3,813.60

**STAFF DEVELOPMENT CERTIFICATE PROGRAM\***

1-14 Years \$250

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

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

Effective: 07/01/19

Approved: 06/13/18

**Santa Maria-Bonita School District  
2017-2018 Preschool Salary Schedule**

<b>STEP</b>	<b>RANGE</b>
<b>(Years)</b>	<b>1</b>
<b>A</b>	<b>\$37,381</b>
<b>B</b>	<b>\$39,587</b>
<b>C</b>	<b>\$41,794</b>
<b>D</b>	<b>\$43,999</b>
<b>E</b>	<b>\$46,203</b>

Effective: 07/01/17

Approved: 06/13/18

**Santa Maria-Bonita School District  
2018-2019 Preschool Salary Schedule**

<b>STEP</b>	<b>RANGE</b>
<b>(Years)</b>	<b>1</b>
<b>A</b>	<b>\$37,942</b>
<b>B</b>	<b>\$40,181</b>
<b>C</b>	<b>\$42,421</b>
<b>D</b>	<b>\$44,659</b>
<b>E</b>	<b>\$46,896</b>

Effective: 07/01/18

Approved: 06/13/18

**Santa Maria-Bonita School District  
2019-2020 Preschool Salary Schedule**

<b>STEP</b>	<b>RANGE</b>
<b>(Years)</b>	<b>1</b>
<b>A</b>	<b>\$38,511</b>
<b>B</b>	<b>\$40,784</b>
<b>C</b>	<b>\$43,057</b>
<b>D</b>	<b>\$45,329</b>
<b>E</b>	<b>\$47,599</b>

Effective: 07/01/19

Approved: 06/13/18

**Santa Maria-Bonita School District  
7-2018 Summer School/Intersession Salary Schedule**

STEP (Yrs Experier	RANGE		
	01 (Col 01,02,03)	02 (Col 04,05,06)	
<b>A</b> (1-5)	\$176.00 \$41.412	\$219.00 \$51.529	Hourly
<b>B</b> (6+)	\$219.00 \$51.529	\$263.00 \$61.882	Hourly

Effective: 07/01/17  
Approved: 06/13/18

**Santa Maria-Bonita School District  
2018-2019 Summer School/Intersession Salary Schedule**

STEP (Yrs Experier	RANGE		
	01 (Col 01,02,03)	02 (Col 04,05,06)	
<b>A</b> (1-5)	\$179.00 \$42.118	\$222.00 \$52.235	Hourly
<b>B</b> (6+)	\$222.00 \$52.235	\$267.00 \$62.824	Hourly

Effective: 07/01/18  
Approved: 06/13/18

**Santa Maria-Bonita School District  
2019-2020 Summer School/Intersession Salary Schedule**

STEP (Yrs Experier	RANGE		
	01 (Col 01,02,03)	02 (Col 04,05,06)	
<b>A</b> (1-5)	\$182.00 \$42.824	\$225.00 \$52.941	Hourly
<b>B</b> (6+)	\$225.00 \$52.941	\$271.00 \$63.765	Hourly

Effective: 07/01/19

Approved: 06/13/18

## APPENDIX E - MILEAGE

1

2 Members who are required to provide their own transportation from one station to another shall  
3 be reimbursed at the standard IRS rate for business usage of an automobile. (for reference  
4 only: The IRS rate is at \$0.545 in year 2018.

APPENDIX F

SANTA MARIA-BONITA SCHOOL DISTRICT  
CERTIFICATED FRINGE BENEFITS  
2018-2019

HEALTH INSURANCE

Provided for employee and spouse as eligible (primary/secondary) and dependent children. Employee cost of \$327.92--10 months per year.

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

\$750 maximum deductible per family with individual maximum deductible of \$250 per person. \$20 co-pay for office visits and \$200 co-pay for emergency room visits. Prudent Buyer Member paid at 90%-of contract, non-member paid at 70%.

Prescription \$7 generics \$25 brand name.

Generics are free through Costco mail order and pharmacy.

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

SUPPLEMENTAL  
CANCER INSURANCE

District-paid for employee and eligible family members.

DENTAL

**Guardian** - District-paid for employee only. \$2000 maximum benefits per calendar year. Option to add dependents at employee expense is available -\$56.41 per month for one dependent; \$98.16 per month for two or more dependents. 90% coverage with in-network providers and 80% with out of network providers.

Ortho coverage with a \$2,000 lifetime max per family member **in network coverage only.** [www.guardiananytime.com](http://www.guardiananytime.com)

VISION

**Vision Service Plan** - District-paid for employee only. Coverage includes an examination, lenses once every calendar year and frames every 2 years. 2-Party \$12.825 per month family \$27.46  
[www.vsp.com](http://www.vsp.com)

LIFE INSURANCE

**Standard Life** - Decreasing term life insurance policy provided for employee at District expense as well as accidental death and dismemberment benefits. Spouse and dependent children are also covered in the amount of \$1500. If you are interested in purchasing additional life insurance please request information from the benefits clerk.

DISABILITY

**Guardian LTD** - District-paid income protection for employee. (Long-Term Disability Policy) 50% annual salary.

## APPENDIX F

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

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

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