

# TENTATIVE AGREEMENT

Between

San Pasqual Union School District

and

San Pasqual Elementary Teachers'  
Association

2023-2026

## OFFICIAL SIGNATURES

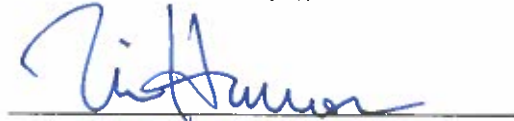
FOR THE DISTRICT:



Mark Burroughs, Superintendent

Date: 12.4.23

FOR THE ASSOCIATION:



Tim Harmon, SPETA President

Date: 12/04/23

**ARTICLE 1  
AGREEMENT**

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the San Pasqual Union School District (Board) and the San Pasqual Elementary Teach Association, CTA/NEA (Association), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Act).
- C. Except where stated otherwise, this Agreement shall be effective July 1, ~~2020~~ **2023** through June 30, ~~2023~~ **2025**. Thereafter, the successor Agreements shall be in effect from July 1 to June 30 of the prescribed year(s).
- D. Reopeners or amendments to this Agreement shall be provided for in Article 7 of this Agreement.
- E. The Board shall, pursuant to Government Code, provide each bargaining unit member with a copy of this Agreement.

**ARTICLE 7**  
**NEGOTIATION PROCEDURES**

- A. The District and Association may reopen negotiations for the **2025-2026** school years ~~2021-2022 and 2022-23~~, on Article 20, Health and Welfare; Article 21, Salary; and two (2) additional articles each. **Per a 2-year agreement, negotiations are closed for 2023-24 and 2024-25 school years.**
- B. Not later than May 15 of the school year preceding the year covered by reopener negotiations, the Association's initial proposal regarding reopener negotiations must be submitted to the District.
- C. Not later than May 15, ~~2023~~ **2025**, the Association shall submit its initial proposal to the District for a successor Agreement.
- D. Upon receipt of the written initial proposal(s) or the successor Agreement, arrangements shall be made pursuant to the provisions of the Educational Employment Relations Act, including the Public Notice Provisions, for meeting and negotiating to commence. The Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
- E. Either party may utilize the service of outside consultants to assist in the negotiations.
- F. The Board and the Association may discharge their meeting and negotiating duties by means of authorized individuals.
- G. Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that meetings shall be held within five (5) days from receipt of a written request. The Association shall designate three (3) representatives who shall each receive a reasonable amount of released time without loss of compensation for meeting and negotiating.
- H. The Board shall, upon request, furnish the Association with one (1) copy of all county and state required reports as soon as they are transmitted to the county or state, or within five (5) days, of such request. In addition, the Board shall provide copies of all other public information (such as budgetary) which it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative, as soon as it becomes available, or within five (5) days of the Association's request.
- I. Not later than October 15, the District shall furnish the Association with the placement of unit members on the regular salary schedule as of October 1<sup>st</sup>.

**ARTICLE 12**  
**REASSIGNMENT PROCEDURES**

**A. Definitions**

1. Reassignments are defined as a change in grade level or subject area within the same work location.
2. Reassignments may be unit member-initiated (voluntary) or District initiated (involuntary).
3. Room Change – Any change which requires a physical change from one room to another.

**B. Voluntary Reassignments**

1. Unit members may initiate their own reassignment by submitting a written request to the District Superintendent. Forms will be emailed by the District to all unit members by March 1<sup>st</sup>. In order to ensure consideration for placement in a new position for the coming school year, a unit member's written request for reassignment must be submitted by March 15<sup>th</sup>.
  - a) The request shall be effective until the following March 15<sup>th</sup>.
2. Written requests for reassignment may be submitted at any time during the District's regular office hours.
3. Unit members who have submitted the required form for a voluntary reassignment shall be notified of any certificated openings as soon as they come to the attention of the District. Only unit members who submitted the voluntary reassignment request will be considered for the certificated opening. The Administration shall make reasonable effort to notify all unit members who have a form on file requesting transfer to the vacant position. The District will attempt to contact unit members who have a completed reassignment request on file via District email. If no response is received from the Unit member, the District will attempt to contact the Unit member through the telephone number provided. Unit members will have three (3) business days to notify the District to receive consideration for the vacant position. If the vacancy occurs within eight (8) days before or after the start of a new school year, unit members will have twenty-four (24) hours to receive consideration for the vacant position after the District has made reasonable effort to notify all unit members who have a grade level preference form on file requesting interest in the vacant position.
4. The District shall post notice of all known certificated vacancies as soon as they come to the attention of the District
5. If a unit member's request for voluntary reassignment is denied, he/she shall be granted, upon request, a meeting with the administrator to discuss the reasons for the denial.

6. No position shall be filled until after the closing date for applications as specified on the notice of vacancy.
7. Currently employed certificated staff members who have applied for and are qualified for a vacant position in the District's teaching staff shall receive first consideration for the position prior to the employment of anyone from outside the District, except as mandated by federal or state employment guidelines.
8. When two or more unit members apply for and are qualified for a position declared vacant by the District, the following criteria shall be considered in selecting the individual to fill the position:
  - a) Experience and recent training of the staff member compared to other candidates for the position to be filled.
  - b) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates which are in particular demand for the position in question.
  - c) Credential requirements.
  - d) The best interests of the District's educational programs.
  - e) If the above factors are, for all intent, equal between two or more candidates for a position, the person with the greatest seniority in the District will normally be given consideration in filling the vacancy. District-wide seniority.
9. A permanent unit member shall be given the first consideration to fill a temporary vacancy created by another permanent unit member taking a leave of absence. Such change of assignment shall be for one (1) year. When the unit member on leave returns to active employment, the unit member will be placed in a teaching position for which he or she is certified to teach. In the event more than one (1) unit member applies for a temporary vacancy, the criteria specified in Section 8 above, shall be used to determine who should fill the position.

C. Involuntary Reassignment and/or Involuntary Room Change

1. The Superintendent may make involuntary reassignments in accordance with the established educational goals, staffing requirements of the District and the best interests of the District's educational programs. Reassignments shall not be used as a disciplinary measure or for the purpose of harassment.
2. Unit members shall be given notification of any administrative order that they be reassigned for the coming school year and, excepting emergency or unforeseen circumstances. Such notification shall normally be provided by June 15.
3. Should the reassignment of a unit member become necessary at any time after two (2) weeks prior to the commencement of a new school year due to enrollment changes or other emergency circumstances, and should such a reassignment involve a grade level assignment and/or subject matter

assignment, the affected unit member, upon request, shall be entitled to receive two (2) full days of released time for use in preparing for his/her new assignment. If the assignment change impacts a unit member's preparation, the unit member may request and receive an additional day without instructional duties.

4. A meeting between the unit member and the Superintendent or his/her designee will be held before a new assignment is made, at which time the unit member will be notified as to the reasons for the proposed reassignment. **Upon request by the employee, these reasons will be provided in writing.** Other possible alternatives will be discussed and considered.
5. When considering the filling of an existing vacancy through the involuntary reassignment, the Superintendent/designee will make the reassignment in accordance with the best interest of the District's educational programs. The Superintendent/designee shall consider the following criteria in selecting the individual to fill the position:
  - a) Experience and recent training of the staff member compared to other candidates for the position to be filled;
  - b) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates that are in particular demand for the position in question;
  - c) Credential requirements.
  - d) The best interests of the District's educational programs.
  - e) District-wide seniority.
6. If a decrease in the number of students or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. Unit members, who must be involuntarily reassigned from their current positions because of declining enrollment or for other similar reasons, shall be given the first opportunity to request placement in any vacancies that exist at the time, or that become existent during the summer vacation period if the unit member is qualified for the vacancy.
7. An involuntary reassignment shall not result in the loss of compensation, seniority, or any fringe benefit to a unit member.
8. No unit member may be reassigned to a position for which he/she does not have a proper credential.
9. The District shall provide assistance in the moving of the unit member's materials whenever he/she is reassigned.
10. Should a Unit Member be required to make an **Involuntary** Room Change they shall be entitled to receive two (2) full days of comp-time for use in facilitating the move. If **notification of said move occurs** ~~is~~ in the summer, the District shall compensate for two (2) full days of comp-time the following school year **or two**

**(2) additional days pay at the employee's per diem rate.** Said days shall be taken at the discretion of the unit member with prior approval of the District which shall not be unreasonably withheld. Unit members required to make an involuntary Room Change shall complete a Declaration of Room Change ~~given to them to by the District~~ **located in the SPortal**. This form shall be completed ~~within thirty (30) school days of~~ **prior to making** said room change. Unit members who fail to complete the form ~~within the thirty (30) day time period~~ **prior to moving classes may** will not be granted comp-time **or additional pay (as applicable)** for room change.

11. In the event the District establishes an additional work location for unit members, the parties hereto agree to reopen negotiations regarding transfer procedures.

## ARTICLE 13

### LEAVES

The mandatory leave benefits provided unit members by the Education Code are incorporated into this Agreement except as supplemented in this Article.

#### A. Sick Leave (Illness and Injury)

The unit member shall be allowed one (1) day of sick leave for each month worked with a maximum of ten (10) days sick leave annually.

1. Each unit member beginning active service on the first day of the school year is credited in advance with ten (10) sick leave days upon initial employment with the District. Unused sick leave days are cumulative without limit. Upon termination of employment in the District, any days taken in excess of earned cumulative days, will be docked in the last salary payment.
2. Each unit member must be employed on or before the tenth (10<sup>th</sup>) day of the month in order for that month to be counted in computing sick leave.
3. If a unit member is employed after the beginning of the school year or on a part-time basis, the days are pro-rated according to that percentage.
4. In the event the unit member cannot report to duty, the unit member will notify the District by the means outlined in the employee handbook as soon as possible but no later than 6:30 a.m. and indicate the number of days of absence, if known. Lesson plans must in a printable and usable form by the teacher no later than 8:00 am.
5. Sick leave shall be utilized in increments of half day or full day. A substitute teacher is typically hired on a half day or full day basis. AM half day is from 8:00 to 11:45. PM half day is from 11:45 to 3:30. If the teacher returns by 11:45 am the teacher will be charged for a half day substitute. If a teacher who has arranged for an AM half day substitute returns after 11:45 am, this will be considered a full day of sick leave.

Exceptions to the above are as follows:

- a. On individual/grade level planning minimum days when students leave at 1:30 p.m. and no substitute teacher is required.
- b. At 3:00 p.m. for medical appointments after the safe dismissal of students.
- c. With prior approval of the Superintendent/designee.

In each of these incidences, Unit Members may take leave in increments of 15 minutes and must notify the office prior to their departure from campus. Unit Members must arrange for after-school duty coverage (if needed). If a District meeting is scheduled, prior approval is required from Superintendent/designee.



B. Differential Leave Benefits

1. When a unit member has used up all his/her current and accumulated sick leave and is still absent due to illness or accident, the unit member shall receive his/her regular salary, minus the cost of a substitute to fill the position, for a period extending no longer than five continuous school months beyond the unit member's 11<sup>th</sup> day of absence during the current school year. (Education Code 44977) Differential benefits shall not be provided for days on which the unit member receives full pay as a result of accumulated sick leave.

C. Pregnancy and Child Birth

1. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The unit member and her physician shall determine the length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
3. Unit members may be entitled to childcare leave in accordance with federal and state laws. In addition, he/she may apply for Personal Leave, in accordance with Section K of this Article.

D. Personal Necessity/Business Leave

1. Up to seven (7) days of unused sick leave, may be used by the unit member at his/her election for reasons of personal necessity/business (Ed. Code 44981). Of those seven (7) days, four (4) may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave. Of those four (4) days, no more than three (3) days may be used consecutively.
  - a. Unit members may request leaves that are beyond the above-mentioned allocations. Subject to the approval of the Superintendent, the unit member will be entitled to their daily rate minus the daily rate of the substitute.
2. Unit members shall submit notification for personal necessity/business leave to the District administration for approval at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances, as referenced in Education Code 44981, make this impossible.
3. Requests for personal necessity without verification may be denied if the day(s) requested are immediately consecutive to a District holiday, sick leave and/or when replacement personnel (i.e. substitute teachers) are unavailable.

**E. Parental Leave ~~Paternality Leave~~**

**In addition to parental leave granted pursuant EC 44977.5, upon the birth or adoption of a child, a unit member shall be entitled to 10 ~~the father shall be granted one (1)~~ days of leave with no loss of salary. Said leave is subject to the same limitations and restrictions as set forth in EC 44977.5 and shall be credited to the unit member only upon return to active duty.**

**~~F. Adoption Leave~~**

~~Upon the request of the unit member and presentation to the Superintendent of proof of adoption, the unit member shall be granted one (1) day of paid leave of absence.~~

**~~G. F. Bereavement Leave~~**

~~Each unit member is entitled to three (3) days of absence, or five (5) days if out of state travel is required, for the death of any member of his/her immediate family including unborn children. In such cases, no deduction is made from his/her salary.~~

**~~H. G. Subpoena Leave of Absence~~**

- ~~1. Subpoena Leave is provided when a unit member is absent because of a mandatory court appearance as a witness, not a litigant, in response to a subpoena duly served. A unit member shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary, which represents the difference between fees paid by the court, or by the party requiring the appearance, and his/her regular salary.~~
- ~~2. A copy of the subpoena or a certificate from the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the District Office.~~

**~~I. H. Industrial Accident and Illness Leave~~**

- ~~1. A unit member shall be entitled to Industrial Accident and Illness Leave of not more than sixty working days of entitlement pursuant to Education Code 44984.~~
- ~~2. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during her/his absence shall equal her/his full salary.~~
- ~~3. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as she/he and her/his physician agree that there has been such a recovery.~~
- ~~4. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District.~~
- ~~5. The District's report of an industrial accident or illness shall be kept on file in the Business Office.~~
- ~~6. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick~~

leave allotment of a unit member who is absent as the result of an industrial accident or illness.

~~J~~ I. Jury Leave

1. Unit members may be absent from assignments to serve as jurors without loss of pay, up to a maximum of thirty (30) calendar days. Mileage paid to unit members serving as jurors may be kept by the unit member.
2. Unit members desirous of serving on jury duty when called upon should notify the District office in writing, providing at least three (3) days notification.
3. Unit members who successfully postpone jury duty to a non-workday will receive up to five (5) days of substitute pay for jury duty service performed on up to five (5) non-workdays.

~~K~~ J. Personal Leave

1. A unit member may request a leave without pay for personal reasons. Such leaves may be granted for a maximum period of one (1) year. Upon request the leave may be extended for an additional year.
2. The beginning dates of such leaves shall normally be established to coincide with normal breaks in the school year. The normal ending date of such leaves shall coincide with the end of the trimester semester or the end of the student school year in which requested.
3. The unit member shall notify the District, sixty (60) calendar days prior to the ending date of the leave, of his/her intent to return to service.

~~L~~ K. Verification of Leaves

Claim for leave shall be substantiated as follows:

1. **Sickness or Injury** – The signed statement of the unit member on the District Absence Report will, in most cases, suffice. The Superintendent may require that a claim for sick leave be supported by a written statement from the attending physician after five (5) days.
2. **Death in the Family** – The signed statement of the unit member identifying the family relationship of the deceased on the Absence Report Form will normally suffice.
3. **Accident involving the unit member or the unit member's Family** – The manner of proof shall be a written statement from the unit member citing the circumstances substantiated in cases of personal injury by a physician's statement or, in cases of property damage, verification of the accident by an official.
4. **Appearance in Court** – The claim for leave will be supported by a copy of the subpoena or order of the court.

**M. L. In-Service Leave**

A unit member may request, and the Superintendent may or may not grant paid in-service leave. The purpose shall be to improve the District's educational program by providing an opportunity for the unit member to visit another class, attend a workshop, or receive other specialized in-service training.

**N. M. Return from Leave**

A permanent unit member returning from paid or unpaid leave, of no longer than one (1) year, shall be entitled to return to the same position classification he/she had prior to the leave.

**ARTICLE 16**  
**EVALUATION PROCEDURE**

**Per a Memorandum of Understanding between the District and SPETA dated June 9, 2023, Article 16, Evaluation Procedure, including Appendices E-G, is suspended for the 2023-24 school year. If a renewed MOU or other agreement is not reached by June 30, 2024, Article 16, including Appendices E-G, will be reinstated.**

## ARTICLE 18

### HOURS AND ADJUNCT DUTIES

- A. Work Hours/Work Day
1. The work hours for unit members shall be seven (7) hours and thirty (30) minutes, inclusive of a minimum of forty (40) minute duty-free lunch plus a five (5) minute passing time to occur at the end of lunch.
  2. The normal workday shall begin thirty (30) minutes before the pupil instructional day and shall end thirty (30) minutes following the end of the pupil instructional day. With the exception of scheduled meetings or assigned supervision duties, the time before and after school is a designated teacher preparation time.
  3. Unit members shall be allowed to leave the work site following the safe dismissal of students on the workday preceding **Thanksgiving, winter, and spring breaks. With at least 48 hours notice from the Superintendent or designee, unit members may be required to remain on campus to the end of the workday to attend scheduled meetings, events, or other school functions.**
  4. Unit members shall be required to attend three (3) nighttime school functions per year. Unit members shall not be required to remain later than 9:00 PM. All K-5 teachers (including K-5 specialty teachers) shall attend one (1) Back to School Night, one (1) Open House Night, and at least one (1) other evening event. All 6-8 teachers (including 6-8 specialty teachers) shall attend one (1) Back to School Night, one (1) middle school dance, and at least one (1) other evening event. (See G3 for part-time certificated requirements.) Nighttime school functions for all grades may include but are not limited to the following: Back to School Night, Open House, Visual and Performing Arts (VAPA) performances, dances, promotion, etc.
  5. One (1) day per week, students shall be dismissed 90 minutes prior to normally scheduled dismissal. Unit members shall utilize the remainder of the workday onsite. ~~Unit members will use minimum days for planning and preparation. The District will use half of the minimum days 50 minutes of each minimum day at the discretion of the Superintendent/Designee. By mutual agreement, District meeting times may be extended to up to 100 minutes per session. 50% of the minimum days per year at the discretion of the Superintendent and/or his/her designee. Unit members will use at least 25% of the minimum days for grade level or team planning. The remaining time may be used for individual planning. All minimum days shall be calendared as to District-use or Unit Member-use by mutual agreement prior to the beginning of the school year, subject to change by mutual agreement.~~ Unit members will use at least 25% of the minimum days for grade level or team planning. The remaining time may be used for individual planning. All minimum days shall be calendared as to District-use or Unit Member-use by mutual agreement prior to the beginning of the school year, subject to change by mutual agreement.
  6. Preparation/Planning Time
    - a) Unit members will have at least 60 minutes of individual preparation/planning time during each full week of instruction while their

students are scheduled and receive instruction through educational programs under the supervision and/or presence of a credentialed teacher. ~~During shortened weeks, unit members will continue to have preparation/planning time on their regularly scheduled days.~~ Preparation/planning time provided under this section is contingent upon the staffing of other educational programs by a certificated teacher. If the unit member does not receive weekly preparation/planning time as scheduled due to the absence of a **staffed** certificated teacher, the District will schedule a preparation/ planning make-up session within 30 school days of the missed session.

- b) In addition to the 60 minutes of preparation time provided per section 6(a) of this Article, unit members servicing as specialized academic instructors shall receive an additional 60 minutes of preparation time per week for assessment, IEP preparation, and other special education related tasks.
7. No unit member shall be required to be on duty more than three and one-half hours (3 1/2) without being provided a relief break of at least ten (10) minutes.
8. The Superintendent and/or designee may schedule up to one (1) additional hour to the workday no more than seven (7) times per school year. No more than four (4) of those sessions require the Unit Member's physical attendance. The District will notify Unit Members at least one month prior to these sessions. The remaining sessions may be conducted virtually on tasks with a recommended completion time not to exceed one (1) hour. Virtual participation will require verification of completion and are to be completed within a timeframe specified by the Superintendent/designee.
9. In addition to a weekly shortened day for unit member preparation, shortened days shall be scheduled for: parent conference days; the last day of each reporting period; last day of the instructional year; the last work day prior to the winter break; three (3) days the first week of the instructional year, the first day, Thursday and one (1) other day as determined; and any additional days as may be determined by the Superintendent.
10. During the week of Parent Conferences, in which the instructional day is shortened for the purpose of meeting with parents or guardians, unit members shall meet with parents or guardians during the two (2) hours following the dismissal of students. Each unit member may select one (1) of the days during the week of parent teacher conferences in which parent-teacher conferences will not be conducted. This early release day is provided in lieu of extra compensation for instances in which parent-teacher conferences occur after the designated two (2) hour period for conferencing.

B. Work Load/Adjunct Duties

1. Unit members may be assigned supervision duties on an equal and rotating basis.
2. Adjunct duties within the workday shall be equally distributed among unit members.

C. Participation on Committees

Unit member participation on all District committees shall be on a voluntary basis.

D. In-Service Training

In-service programs shall be developed and implemented through the Curriculum and Instruction Committee and/or Leadership Team and Administration. Within 5 school days of a Leadership Team meeting, Leadership Team grade level representatives shall communicate a summary of the meeting to their grade level and/or subject matter teachers.

E. Work Year/Instructional Year

1. Unit members shall provide instruction for one hundred eighty (180) days. In addition, there shall be five (5) days of non-instructional time. The District may require new unit members to attend up to one (1) additional non-instructional day for orientation and preparation prior to the start of the school year. At least one (1) full workday will be delegated to unit member classroom preparation prior to the start of school year without meetings where attendance is required.
2. The student instructional year shall be one hundred eighty (180) days per year. There shall be one (1) student-free day immediately following the conclusion of the student instructional year.
3. The school year calendar listing all instructional days, non-instructional days, vacations, and holidays is included as Appendix B. The school year calendar shall be negotiated annually prior to its official adoption.

F. Part-Time FTE Certificated

1. Staff Meetings- Part Time Unit Member may be required at the Superintendent's discretion to attend up to three (3) staff meetings per school year. Part Time Unit Member will be paid at the Unit Member's hourly rate.
2. Parent Teacher Conferences – Part Time Unit Member will be required to attend Parent Teacher Conferences for two (2) out of the five (5) days of Parent Teacher Conference Week.
3. Nighttime School Functions- Part Time Unit Member shall attend Back to School Night and/or Open House (depending on grade level) , and/or one (1) night-time function, for a total of two (2) nighttime functions.
4. Unit members in part time positions are entitled to all the provisions as specified Article 20, Health and Welfare Benefits, and Article 21, Salary. However, the District's contribution shall be prorated, based upon each unit member's percentage of position held. Part time members receive step credit for one year if their contract is for over 50%. If the member's part time contract is 20% to 50%, the member must work two years to receive one step on the salary schedule. Members working less than 20% receive step credit based on the percentage of FTE worked.



## ARTICLE 20

### HEALTH AND WELFARE BENEFITS

~~The District shall contribute to each eligible unit member a maximum of eight thousand five hundred dollars (\$8,500) for medical benefit contributions. In addition to the \$8,500, the District will provide to each eligible unit member dental and vision coverage (employee only). Any funds remaining under the cap of \$8,500 may be applied towards a unit member's eligible dependent(s) medical, dental or vision coverage. In addition, the District will provide to its unit members an optional Section 125 plan.~~

~~Effective April 2022 payroll, the following paragraph replaces the paragraph above: The District shall contribute to each eligible unit member a maximum of ten-thousand dollars (\$10,000) for medical, dental and vision benefit contributions. Any funds remaining under the cap of \$10,000 may be applied towards a unit member's eligible dependent(s) medical, dental or vision coverage.~~

**Effective January 2024 payroll, the District's maximum contribution to each eligible unit member for medical, dental and vision benefits shall increase to a maximum of eleven-thousand two-hundred-eighty dollars (\$11,280).**

**Effective January 2025 payroll, the District's maximum contribution to each eligible unit member for medical, dental and vision benefits shall increase to a maximum of twelve-thousand one-hundred-thirty dollars (\$12,130).**

In addition, the District will provide to its unit members an optional 125 Section plan.

The District agrees to request bid information each year in order to improve medical, dental, and vision coverage for subsequent years. This information will be shared with the benefit committee.

A. Medical

All eligible unit members shall be offered full medical coverage for themselves and their eligible dependents. Expenses for coverage exceeding the cap shall be paid by the unit member.

B. Dental/Vision

All eligible unit members shall be offered dental and vision coverage for themselves and their eligible dependents. Expenses for coverage exceeding the cap shall be paid by the unit member.

C. Life

All eligible unit members will be provided life insurance in the amount of fifty thousand dollars (\$50,000) which is not to be included in the cap.

D. Eligibility

1. Certificated unit members teaching on a full time assignment shall receive health insurance.
  2. A unit member working less than full time shall, at his/her option, receive benefits with the District paying a prorated premium amount equal to the amount of time of the unit member's teaching assignment. If the unit member elects to receive such benefits, he/she shall pay the difference between the District's contribution and the total cost of benefits.
  3. Article 18 Section F fully describes the eligibility for health and welfare benefits for part time members.
  4. Article 19 Section E fully describes the eligibility for health and welfare benefits for job sharing members.
- E. Unit Member Benefits During Leave of Absence
1. All benefits shall be provided and continued while unit members are on paid leave status.
  2. Unit members on District approved, non-paid leaves of absence may elect to continue coverage for themselves (and dependents) by mailing the entire premium payment, required for coverage, made payable to the San Pasqual Union School District and submitted to the District office.
- F. Cancellation
1. The unit member's (and dependents if covered) insurance coverage, shall be cancelled at the end of the current month for failure to fulfill the terms of the contracts for reasons including, but not limited to, the following:
    - a) Leaving the employment of the District
    - b) Failing to meet eligibility requirements
    - c) Failing to complete required payroll deduction forms
    - d) Failing to submit premium payments to District by deadline date
    - e) Expiration of leave and non-return to active duty
- G. Payroll Deduction
- Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for approved annuity programs, credit unions, Association membership, savings bonds, charitable donations, salary protection insurance, or health insurance premiums.
- H. Duration of Benefits
1. Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit members shall be entitled to continued benefit coverage until October 1<sup>st</sup> of the ensuing school year or until covered by another plan whichever occurs first.
  2. The District shall inform, in writing, all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). The District shall continue to provide benefits coverage to all qualified beneficiaries during the 60-calendar-day election period.

I. Insurance Provisions Upon Retirement

1. Unit members having reached the minimum retirement age of fifty-five (55) years and accepting retirement benefits as provided under the Public Employees Retirement System or State Teachers Retirement System shall have extended to them group insurance benefits. Premiums for insurance benefits shall be paid by the retiree to the District to the in-force carrier, until such time as the retiree reaches age sixty-five (65) or becomes eligible for any other national or governmental agency coverage, including Medicare or its equivalent, whichever comes first.
2. In addition, if the dependents are covered at the time of retirement the retiring unit member shall have the option of having dependents included under this same coverage with the retiree making the premium payment for such dependent coverage. Following that date, no dependent coverage could be included or added without showing evidence of insurability. Coverage could be discontinued at the retiree's option at any subsequent date.
3. Payment for insurance premiums shall be remitted monthly to the District by the first of the month. If the district does not receive the payment by the 15<sup>th</sup> of the month the District reserves the right to terminate the insurance benefits.
4. Any change in current insurance contract arrangements shall be offered to retiree.

## ARTICLE 21

### SALARY

#### A. WAGES

1. The salary schedule and salary schedule index are set forth in Appendix A.
  - a) For the ~~2020-21~~ **2023-24** school year, ~~there shall be a one-time off-schedule payment of \$1,000 (prorated for part-time certificated unit members)~~ **the salary schedule shall be increased by 8.22%, retroactive to July 1, 2023.**
  - b) For the ~~2021-22~~ **2024-25** school year, the salary schedule shall be increased by ~~5~~ **75% of the 2024-25 funded COLA increase as determined by the final 2024-25 California state budget. This increase is to be retroactive to July 1, 2021. Negotiations are closed until the 2025-26 school year, superseding Negotiating Procedures set forth in Article 7, section A.**
  - c) For the ~~2022-23~~ **2025-26** school year, negotiations may resume per Article 7, section A. ~~the salary schedule shall be increased by 2%. Negotiations are closed until the 2023-24 school year, superseding Negotiating Procedures set forth in Article 7, section A.~~
2. The effective date for the salary schedule shall be the start of the fiscal year unless otherwise negotiated.
3. The payroll period shall be defined as monthly commencing the first day of each calendar month for the school year. Salary payments shall be made not later than the last day of the payroll period provided the district office is open.
4. Regular salary shall be payable in ten or twelve (10/12) installments.
5. Salary Placement and Advancement:
  - a) The minimum requirement for placement in Column I of the schedule is the possession of an appropriate California Teaching or Services Credential and a Bachelor's Degree.
  - b) The minimum requirements for initial placement or advancement to Column II are possession of a Teaching Credential plus thirty (30) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university and an appropriate California Teaching or Services Credential. Semester credits must meet the criteria set forth in Section 6.
  - c) The minimum requirements for initial placement or advancement to Column III are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus forty-five (45) or more upper division or graduate semester credits earned subsequent

to the Bachelor's Degree from a regionally accredited college or university. Semester credits must meet the criteria set forth in Section 6.

- d) The minimum requirements for initial placement or advancement to Column IV are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus sixty (60) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university or an earned Master's Degree or Doctorate Degree. Semester credits must meet the criteria set forth in Section 6.
  - e) The minimum requirements for initial placement or advancement to Column V are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus seventy-five (75) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally Degree or a Doctorate Degree. Semester credits must meet the criteria set forth in Section 6.
  - f) In addition to appropriate placement on the salary schedule, if the following positions are authorized by the Superintendent/designee, the following maximum annual compensation may be granted for special qualifications and/or duties beyond the normal work day:
    - 1. Associated Student Body (ASB) Advisor - \$1000 or additional preparation time (at the discretion of the Superintendent/designee)
    - 2. Visual and Performing Arts (VAPA) Coordinator - \$1000 or additional preparation time (at the discretion of the Superintendent/designee)
    - 3. BTSA Consulting Teacher(s) - \$1000 for each supported teacher
    - 4. School Improvement Committee member - \$1000 for each member up to 5 committee members.
    - 5. **"Hard to Fill" Positions - Effective for unit members hired after January 1, 2024, \$10,000 for each newly hired teacher/specialist hired into a position deemed "Hard to Fill" by the Superintendent or designee. "Hard to Fill" positions may include but are not limited to special education, math, and science positions. \$5000 to be paid upon contract renewal for Year 2. An additional \$5,000 to be paid upon contract renewal for Year 3.**
6. Prior to enrolling in upper division college courses for consideration of horizontal movement on the salary schedule a unit member will seek approval from the Superintendent or his/her designee regarding the acceptability of such units. The Superintendent or his/her designee may approve other courses that would serve the best interests of the District's educational programs.
7. Applications for horizontal movement for the ensuing year shall be in writing on a form provided by the district and submitted by March 15 of the current year. By September 15 unit members shall furnish the district with transcripts or, until

transcripts are available, a grade report that shows course work was successfully completed thereby justifying horizontal movement and interim placement. Evidence of course completion submitted after September 15 will not result in horizontal movement until the following year.

8. Step Placement/Advancement

- a) New unit members with teaching experience in public schools or accredited colleges and/or universities while holding a valid public teaching credential in the United States, shall be granted one (1) step for every year's experience up to and including maximum placement on Step 7. Effective January 1, 2018, at the discretion of the Superintendent/designee, an additional three (3) years experience (maximum Step 10) may be granted for "hard to fill" credentialed positions.
- b) The District may grant credit for six (6) years of teaching in foreign and/or private schools. The prior teaching experience shall have taken place at an accredited institution and the unit member shall have possessed a valid public teaching credential in the United States at the time of the prior service.
- c) The service requirement for advancing one step on the salary schedule shall be in accordance with the statutory definition of one (1) year's full time regular contract service or the equivalent of one (1) year's full time regular contract service in a certificated position within the District. **At the discretion of the Superintendent/designee, a unit member may be advanced a step upon completion of a partial year of regular contract service.**

B. Payment for Extra Assignments or Duty

1.
  - a) Unit members performing extra duty assignments making use of their professional expertise, such as after school instruction, directed student instruction (i.e., ESY, Home Hospital, etc.), district curriculum development and delivering district in-service training shall be paid, with prior approval from the District, at their pro-rated hourly rate of pay.
  - b) Unit members attending activities or in-services provided for the professional development of unit members outside the contractual workday or performing duties not making use of their professional expertise may be paid, with prior approval from the District, at the hourly rate for Column 1, Step 6, from the current salary schedule.
  - c) The District shall make known to Unit Members all opportunities for paid extra duty assignments. When two or more unit members apply for and are qualified for the opportunity, the following criteria shall be

considered in selecting the individual to participate in the extra duty assignment:

- 1) Teaching assignment requirements.
- 2) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates which are in particular demand for the extra duty assignment.
- 3) Experience and recent training of the staff member compared to other candidates for the extra duty assignment.
- 4) The best interests of the District's educational programs.
- 5) If the above factors are, for all intent, equal between two or more candidates, the extra duty assignment will be filled by lottery.

d) Any activity offered by the District outside the contractual day, including summer, with or without pay, shall be strictly voluntary.

Payment for extra assignments or duty shall not be subject to retro pay calculation.

