

# TENTATIVE AGREEMENT

Between

San Pasqual Union School District

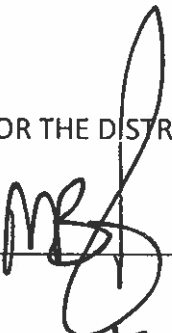
and

San Pasqual Elementary Teachers' Association

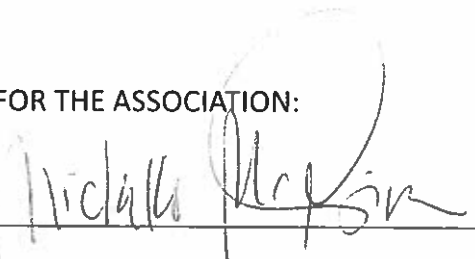
2020-21

## OFFICIAL SIGNATURES

FOR THE DISTRICT:

  
\_\_\_\_\_  
Date: 12.18.20

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Date: 12.18.20

**ARTICLE 3**  
**DEFINITIONS**

- A. "Unit Member" or "Employee" refers to any certificated employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- B. "School days" means days during which students are required to be in attendance.
- C. "Negotiable items" means unit members' salaries, hours, terms and conditions of employment as set forth in Section 3543.2 of the Educational Employment Relations Act (Act).
- D. "Work Day" or "Day" means days during which unit members are required to be in attendance at school, unless otherwise provided for in this Agreement.
- E. "School Day" means the amount of time during which students are required to be in school, unless otherwise provided for in this Agreement.
- F. "Negotiate in good faith" means serious and honest efforts on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all public information (i.e., records, data, worksheets and budgetary materials) which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Educational Employment Relations Act.
- G. "Paid Leave of Absence" means that a unit member shall be entitled:
1. To receive wages and all fringe benefits, i.e., insurance and retirement benefits;
  2. Upon return, the unit member shall have the same rights as if he/she had not taken leave;
  3. To receive credit for annual salary increments provided during his/her leave.
- H. "Unpaid Leave of Absence" means that a unit member shall be entitled:
1. To continue insurance benefits if he/she pays premiums;
  2. Upon return, the unit member shall have the same rights as if he/she had not taken leave.
- I. "Immediate family" means the mother, father, grandmother, grandfather or a grandchild of the unit member or of the spouse of the unit member, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the unit member, or any relative living in the immediate household of the unit member.
- J. "Board" means the duly elected governing board of the San Pasqual Union School District.
- K. "Per Diem" or "Daily Rate of Pay" is calculated by taking the unit member's annual salary and dividing by the number of required workdays in the year.
- L. "Pro rata hourly rate of pay" is calculated by dividing the unit member's "daily rate of pay" (as defined in Article 3K) by 7.5.
- M. ~~"Compensation Time (comp-time)" means time during which unit members are released from their work duties and are not required to be in attendance at school. Comp-time is earned, granted, and utilized in 15 minute increments and may only be used during the work day when the Unit Member is not responsible for the supervision of students or attendance at meetings. Accumulated comp-time must be used in the fiscal year earned unless accrued within the last 30 calendar days of the school year. Comp-time accrued within the last 30 calendar days of the school year may be rolled over to the following year. Unit members seeking comp-time shall submit a Comp-Time Request form within five (5)~~

~~school days of accruing time. Unit members who fail to complete the form within the 5-day time period, at the discretion of the Superintendent or designee, may not be granted comp time.~~

## 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 be provided 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 the 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, ~~three (3)~~ **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 ~~one three (1)~~ 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 weekend, District holiday, sick leave, and/or when replacement personnel (i.e. substitute teachers) are unavailable.**

E. Paternity Leave

Upon the birth of a child, the father shall be granted one (1) day of leave with no loss of salary.

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. 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. 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. 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. 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. 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. 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. 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. 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 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 winter break.
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 at 1:30 p.m.** Unit members shall utilize the remainder of the workday onsite. Unit members will use ~~half of the minimum days per year exclusively for individual and/or grade level~~ planning and preparation. The District will use ~~half of the 50 minutes of each~~ minimum days per year at the discretion of the Superintendent/~~Designee and/or his/her designee with input from the Leadership Team.~~ 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, District meeting times may be extended to up to 100 minutes per session.**
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 certificated teacher, the District will schedule a preparation/planning make-up session within 30 school days of the missed session.**



~~b) The District will make an effort to not schedule meetings (i.e., IEP, 504, SST) which require unit member attendance during the Unit Member's scheduled school-day preparation time. If a Unit Member is required to attend such a meeting during the Unit Member's scheduled preparation time, the District shall compensate the Unit Member by providing the Unit Member an equivalent amount of compensation time (comp-time). In addition to the 60 minutes of preparation time provided per Section 6(a) of this Article, unit members serving 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 may schedule up to one (1) additional hour to the workday per month; which must be noticed at least one month prior.

Effective 2018-19 school year, the following shall replace the above. 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.

~~3. Teacher's Support Position - Teacher's Support Position (TSP) shall be a non-classroom assignment whose duties shall include ELL and/or Title 1 services. For work beyond the normal contractual day, the TSP may utilize either comp time or hourly rate determined by mutual agreement between the District and unit member.~~

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 21

### SALARY

#### A. WAGES

1. The salary schedule and salary schedule index is set forth in Appendix A.

**For the 2020-21 school year, there shall be a one-time off-schedule payment of \$1,000 (prorated for part-time certificated unit members).**

## ARTICLE 23

### ORGANIZATIONAL MEMBERSHIP

- A. Any unit member who is a member of the SPETA/CTA/NEA, or who applies for membership, may sign and deliver to the ~~District Association~~ an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. **Pursuant Upon receiving notice from the Association of to** such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member for ten (10) months.
- ~~B. Any unit member who is not a member as referred in Section A above and who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments except as provided for in Section C of this Article. An agency fee payer may pay to the Association in one lump sum within thirty (30) days or such unit member may authorize payroll deduction as provided in Education Code Section 45061 in the same manner as set forth in Section A of this Article.~~
- ~~C. Any unit member desiring to be exempt from joining the Association or paying the representation fee because of membership in a religious body, whose traditional tenets or teachings prohibit joining or financially supporting employee organizations, shall file a claim of exemption with the Association within fifteen (15) days following the commencement of the member's working Assignment. Such claim shall include a signed Statement of Membership in the religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations. Such Statement of Membership shall be submitted annually by September 30th to the Association.~~
- ~~D. Unit members who qualify for exemption under C above, shall pay, in lieu of a representation fee, the sum equal to such representation fee to one of the following non-religious, non-labor organizations; charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

**San Pasqual School Foundation**

**SPUSD Visual and Performing Arts Fund**

**San Pasqual School Parent Teachers Association**

~~Such unit member must provide proof of payment to one of the above organizations in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the representation fee has been made. Such proof shall be presented to the Association on or before September 30 of each school year. Failure to provide such proof shall result in an automatic implementation of Section B of this Article.~~

- ~~F. B. With respect to all sums deducted by the District pursuant to Sections A and B above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made; categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.~~
- ~~G. C. Deductions for unit members who are employed after the commencement of any school year shall be prorated.~~

- H: ~~Any unit member making payments as set forth in sections C and D above, and who requests that the arbitration provisions of this entire Negotiated Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said arbitration procedures.~~
- † D. The Association agrees to furnish any information needed by the District to fulfill the provisions of ~~Section C~~ of this Article.
- ± E. **This Article is entered into, and is intended to be in compliance with, Education Code sections 45060-61.** As a condition of this Article, the SPETA/CTA/NEA agrees to indemnify and hold harmless the District, the Board of Education, each individual Board member, and all administrators in the District, against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs, including all court or administrative agency costs that may be sustained out of, or by reason or action taken by the District for the purposes of complying with the provisions of this Article.
- 2: ~~The Article:~~ The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in ~~1.1~~ above shall or shall not be compromised, resisted, defined, tried, or appealed.
- 3: The Association shall have the sole responsibility to enforce the provisions of this Article.

**ARTICLE 24**  
**MISCELLANEOUS**

A. Preparation and Distribution of Contract

Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall have prepared sufficient copies of the Agreement and will provide a copy to each bargaining unit member.

B. Application of Agreement

The provisions of this Agreement shall not be interpreted or applied in a manner, which is arbitrary, capricious, or discriminatory. Rules, which are designed to implement this Agreement, shall be uniform in application and effect.

C. Unit Member Resignation

A unit member's notification to the **Superintendent/Designee Board** that he/she intends to resign shall remain revocable until such time as the ~~Board officially takes action on Superintendent/Designee~~ **accepts** such notification **via written notice (including email) to the unit member**. ~~Normally, unit members shall not resign during the course of a school year.~~