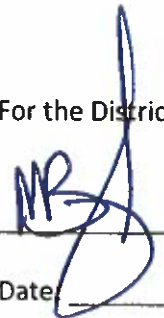


May 14, 2019

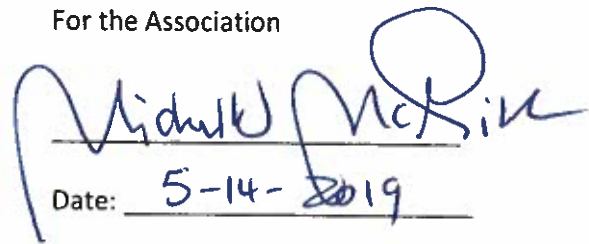
Tentative Agreement

For the District



Date: 5-14-19

For the Association



Date: 5-14-2019

Cover Page

AGREEMENT

Between

SAN PASQUAL UNION SCHOOL DISTRICT

And

SAN PASQUAL ELEMENTARY TEACHERS' ASSOCIATION/CTA/NEA

2016-~~2019~~ 2020

July 1, 2016 - June 30, ~~2019~~ 2020

Ratified _____

**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, 2016 through June 30, ~~2019~~ 2020. 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 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 ~~two (2)~~ **five (5)** school days of accruing time. Unit members who fail to complete the form within the ~~25~~ **25**-day time period, **at the discretion of the Superintendent or designee, will may** not be granted comp time.

ARTICLE 7
NEGOTIATION PROCEDURES

- A. The District and Association may reopen negotiations for the school years 2017-2018 and 2018-2019, on Article 20, Health and Welfare; Article 21, Salary; and two (2) additional articles each. **Negotiations are closed for 2019-2020.**
- 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, ~~2019~~ **2020**, 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 1st.

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 1st. 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 15th.
 - a) The request shall be effective until the following March 15th.
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.
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. 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 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 that 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 unit members subject to involuntary reassignment, the unit member with the least dDistrict-wide seniority who is properly credentialed will normally be selected.~~
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 a Room Change they shall be entitled to receive two (2) full days of comp-time for use in facilitating the move. If said move is in the summer, the District shall compensate for two (2) full days of comp-time the following school year. 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. This form shall be completed within thirty (30) school days of said room change. Unit members who fail to complete the form within the thirty (30) day time period will not be granted comp-time 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 14
COMPLAINT PROCEDURES

A. Verbal Complaints

- ~~1. If a parent or guardian of a student makes a verbal complaint regarding a unit member's job performance, the principal or immediate supervisor shall make a good faith effort to resolve the complaint informally. No written record of a verbal complaint that is resolved informally by the principal or immediate supervisor shall be placed in the unit member's personnel file. If the complaint is not resolved informally by the principal or immediate supervisor within 10 duty days of the receipt of the complaint, except where further processing of the complaint is required by law, the complaint shall be deemed resolved unless reduced to writing by the complainant.~~

B. Written Complaints

The Superintendent or designee shall determine whether a complaint should be considered a complaint against a unit member and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against unit members:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the Superintendent/designee.
3. ~~If~~ When a written complaint is received on the District Complaint Form, the unit member shall be notified ~~receive a copy of the complaint~~ within five (5) duty days of receipt of the written complaint on the District Complaint form. The period of notification shall be extended by the appropriate number of duty days when either the unit member or the principal or immediate supervisor is absent during the five (5) duty day period.
 - ~~1. The notification to the unit member shall include:~~
 - ~~a. A copy of the complaint;~~
 - ~~b. The name of the employee involved in the complaint;~~
 - ~~c. A description of any attempts made by the principal or immediate supervisor to resolve the complaint.~~
 - 2.
4. The principal or immediate supervisor responsible for investigating the complaint shall attempt to resolve the complaint to the satisfaction of the parties involved within ~~twenty (20)~~ **thirty (30)** duty days. The unit member shall be entitled to offer information on his/her behalf. The unit member shall also be entitled to have a representative present in any meeting between the principal or immediate supervisor and the unit member in which the contents of the complaint are discussed. No copy of the complaint shall be placed in the unit member's personnel file until the unit member is notified and given the opportunity to attach a written statement thereto. If disciplinary action is to be taken against the unit member, a copy of any investigative report prepared by the principal or immediate supervisor and a#

disclosable statements and documents upon which the disciplinary action is based will be provided to the unit member.

EB. Other

1. If the complaint against the unit member involves allegations of violations of state or federal law, such as unlawful discrimination, the complaint shall be processed pursuant to the provisions of applicable law. If the investigation and processing of such complaint results in a finding of unlawful conduct by the unit member, written information may be placed in the unit member's personnel file and the unit member shall be provided with an opportunity to prepare a written response. Nothing in this provision shall limit the unit member from defending his/herself against false accusations.

ARTICLE 20

HEALTH AND WELFARE BENEFITS

The District shall contribute to each eligible unit member a maximum of eight thousand dollars (\$8,000) for medical benefit contributions. In addition to the \$8,000, the District will provide to each eligible unit member dental and vision coverage (employee only). Any funds remaining under the cap of \$8,000 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 ~~account~~ plan.

Effective December 2019 payroll, increase in contribution replaces the above. The District shall contribute to each eligible unit member a maximum of eight thousand five-hundred dollars 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.

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 will be ~~required to have (employee only)~~ offered dental and vision **(employee only)** coverage at no cost to the unit member. The District agrees to pay for all future rate increases for dental and vision for the employee only. Expenses for dependent 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 G 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 1st 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. ~~The commitment to dependent coverage would be mandatory at the time of retirement without showing evidence of insurability per insurance carrier requirements.~~ 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 15th of the month the District reserves the right to terminate the insurance benefits.**

4. Any change in current insurance contract arrangements shall ~~assure eligibility for coverage of the unit member retiree only.~~ be offered to retiree.

ARTICLE 21

SALARY

A. WAGES

1. The salary schedule and salary schedule index is set forth in Appendix A.
 - a) For the 2016-17 school year the salary schedule shall be increased by 3%. This increase is to be retroactive to July 1, 2016.

For the 2016-17 school year, there shall be a one-time off-schedule payment of \$500 (prorated for part-time certificated unit members)
 - b) For the 2017-18 school year the salary schedule shall be increased by 2%. This increase is to be retroactive to January 1, 2018.

For the 2017-18 school year, there shall be a one-time off-schedule payment of \$500 (prorated for part-time certificated unit members).
 - c) **For the 2018-19 school year, the salary schedule shall be increased by 3%. This increase is to be retroactive to July 1, 2018.**
 - d) **For the 2019-20 school year, the salary schedule shall be increased by 1% effective July 1, 2019.**
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 shall may** be granted for special qualifications and/or additional 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.

~~In addition to appropriate placement of the salary schedule, if a Curriculum and Instruction Committee is re-activated by mutual agreement between the District and Union the following pay may be paid for special qualifications and duties:~~

~~*Curriculum and Instruction Committee Member ----- \$2,150~~

~~*Curriculum and Instruction Committee Chairperson ----- \$2,680~~

~~*Unit members desiring to provide curriculum leadership on this committee must submit a letter of intent and shall be selected by consensus of unit members represented.~~

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.

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.