

Collective Bargaining Agreement
between
Santa Paula Unified School District
and
Santa Paula Federation of Teachers,
Local 2071

July 1, 2025 - June 30, 2028

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ARTICLE 1 AGREEMENT

This Agreement, entered into by and between the Board of Trustees of the Santa Paula Unified School District, hereinafter referred to as "the Board," and the Santa Paula Federation of Teachers, Local 2071 of the American Federation of Teachers, hereinafter referred to as "the Union," pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, is made to provide terms and conditions of employment for all employees of the bargaining unit during the duration of this Agreement.

This Agreement is intended to be a binding and bilateral contract by the parties.

ARTICLE 2 RECOGNITION

- 2.1 The Board recognizes the Union as the exclusive bargaining representative of all employees within the bargaining unit in the School District, known and designated as the Santa Paula Unified School District.
- 2.2 Employees in this unit are defined as all non-management, non-supervisory, and non-confidential certificated employees who are paid on the basis of the Certificated Employee Salary Schedule attached at Appendix A, to include, in addition to regular staff, summer school teachers and home/hospital teachers.

As defined above, this would include all certificated employees except:

Superintendent	Coordinators (Administrator)
Assistant Superintendents	Psychologists
Principals/Assistant Principals	Program Administrators
Substitute Teachers	Walk-On Athletic Coaches
Contracted Management	
Executive Directors / Directors (Administrator)	

ARTICLE 3 DEFINITIONS

- 3.1 "Activity Period" – One period within each instructional day to coordinate duties and responsibilities related to a specified assignment in Article 14, Article 25, or as approved by the Board.
- 3.2 "Administrator" refers to any employee of the District who has been properly designated a management employee by the Board.
- 3.3 "Assault" - an intentional act that causes another person to fear immediate bodily harm or offensive contact, or the actual infliction of such harm. It can involve a threat of violence or an attempted battery, which is the deliberate use of physical force.
- 3.4 "Board" refers to the elected representatives of the Santa Paula Unified School District, acting as a unit. "Board" and "District" may be used interchangeably.
- 3.5 "Daily rate of pay" refers to the unit member's annual salary divided by the number of days he/she is required to be at work, as defined by this Agreement.
- 3.6 "Days" shall mean days on which unit members, covered by the terms and provisions of this Agreement, are required to be at work during the regular school year.
- 3.7 "District" refers to the school district, known and designated as the Santa Paula Unified School District. It includes the Board and administrators.
- 3.8 "Emergency" - An unscheduled and unavoidable health, safety hazard, or other emergency matter, which demands the immediate attention/involvement of the staff.
- 3.9 "Hourly Rate" refers to 1/6 the daily rate of pay of step 1 / column 1.
- 3.10 "Leave of absence with pay" means that the unit member shall be entitled to receive all wages and fringe benefits during his/her absence from the District, as well as all other rights and benefits to which he/she is entitled.

- 3.11 "Leave of absence without pay" means that the unit member shall not be entitled to receive wages or fringe benefits during his/her absence from the District. Time spent on leave of absence without pay shall not count as service for advancement and longevity purposes in Article 30.
- 3.12 "Negotiate" means a good-faith effort by the parties to reach agreement on items within scope as defined by SB160, including but not limited to, a duty to meet at reasonable times and places, to exchange relevant data and information pursuant to the provisions of the Educational Employment Relations Act ("EERA"; see Government Code Section 3540 *et. seq.*), to make offers and counter offers, and to reduce any areas of agreement to written contractual form.
- 3.13 "Principal" refers to the administrator who is responsible for the on-site management of a school building or for the day-to-day management of any functional subdivision of the District.
- 3.14 "Progressive Discipline" Progressive discipline is the process of using increasingly severe steps or measures when an employee fails to correct a problem after being given a reasonable opportunity to do so. The underlying principle of progressive discipline is to use the least severe action that is necessary to correct the undesirable situation.
- 3.15 "Re-entry Meeting"- a structured meeting designed to support an individual's successful return to a specific environment, such as school or class, after a period of absence, often due to suspension, expulsion, or incarceration. It focuses on facilitating a smooth transition by addressing the individual's needs, setting expectations, and repairing relationships. School Administrators, Counselors, Teachers, and Parents, shall be invited. The student, District Administrators, and any other needed staff may also be invited to participate in this meeting.
- 3.16 "Seniority" refers to the length of continuous service of an employee in the District. Continuous service shall be determined in reference to unbroken service to the District and with reference to the section of this Agreement pertaining to leave of absence.
- 3.17 "Seniority List" - A list that shall be maintained by the District showing the seniority of each employee, from the first date of probationary service with the School District and by school. Such list shall be made available to the Union no later than October 15th of each year.

- 3.18 "Superintendent" refers to the chief executive officer of the District or his/her designee.
- 3.19 "Teacher" refers to any employee who is included in the bargaining unit as defined in Article 2 of this Agreement.
- 3.20 "Vacancy" - is any position that is open and unfilled. This includes already established and newly created positions.

ARTICLE 4 IMPLEMENTATION

- 4.1 The District shall allow the Union to make copies of any existing public information, including statistics and records concerning the District, which are relevant to negotiations or are necessary for the proper enforcement of this Agreement.
- 4.2 An electronic copy of the Board's agenda and financial reports contained therein shall be provided to the Union prior to Board meetings.
- 4.3 Whenever members of the Union are scheduled by the District, its agents, or the Public Employment Relations Board (PERB) to participate during working hours in conferences, meetings, hearings, or in negotiations over the Agreement, they shall be granted the necessary time and shall suffer no loss of pay. Such release time shall also be provided to unit members for purposes of enforcing this Agreement in a court of competent jurisdiction. Should any such participation require the employment of substitute teachers, the Union and District agree to split the costs of such substitutes.
- 4.4 Electronic copies of all agreements and addenda thereto between the parties shall be posted on the District's website certificated human resources page. Hard copies of the contract shall be provided to the Union upon request. Cost of copies shall be borne by the District.

ARTICLE 5 USE OF FACILITIES

- 5.1 The Union may hold meetings on school property during the regular business hours of the District and outside employee work hours. Requests shall be made to the appropriate administrator in charge of the building where the proposed meeting is to take place with a minimum of one (1) workday's advance notice. The Union agrees to leave the meeting room in good order.
- 5.2 The Union may use the District mail system and/or mailboxes in and between school buildings for the purpose of communicating with its members and placing relevant information for the membership.
- 5.3 The Union may use a bulletin board in each school's staff lounge for the purpose of posting notices and bulletins regarding the business or activities of the Union. The District shall provide a bulletin board area for the certificated employees, in a place where employees frequent and the information is easily visible. The Union agrees not to post materials which would be determined libelous in a court of competent jurisdiction or in violation of current federal or state statutes.
- 5.4 The Union may share all the District communications systems for union business and shall abide by the District's technology use policies as adopted by the Board.

ARTICLE 6 PAYROLL DEDUCTIONS

- 6.1 The District will deduct from the pay of a Union member and pay to the Union the normal and regular monthly Union membership dues, subject to the following conditions:
 - (a) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
 - (b) If any such dues are deducted by the District from the pay of the personnel and turned over to the Union, and the personnel does

not owe the same, the Union shall refund the same to the personnel and the District shall not be liable for any refund.

- (c) Upon written authorization, the unit member may have deductions made from his/her salary for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.

6.2 Maintenance of Dues Check-Off

Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before:

- (a) the annual anniversary date of the employee's authorization; or
- (b) the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner.

The employer shall honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

6.3 Remittance of Funds

- (a) Funds will be deducted on behalf of the Union pursuant to this Article and will be remitted to the Union within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- (b) The District shall provide the Union with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Union.

ARTICLE 7 NON-DISCRIMINATION

- 7.1 The District shall not illegally discriminate in regard to wages, hours, or terms and conditions of employment against any unit member on the basis of race, color, domicile, creed, age, gender, sexual orientation, national origin, political affiliation, and marital status, membership in an

employee organization, non-job-related disabilities, or participation in the lawful activities of an employee organization.

- 7.2 All opportunities for appropriate grants, instructional assignments and vacancies, but not limited to these, shall be announced in writing by the administration to each unit member and be posted in close proximity to the unit members' mailboxes.

ARTICLE 8 GRIEVANCES

- 8.1 A "grievance" is a complaint by a unit member, group of members, or the union that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement, ~~or~~ ~~of~~ a District policy or practice, or California Education Code.

(a) For the purposes of this procedure, these definitions shall apply:

- (1) A "day" is a day in which a unit member is required to work.
- (2) "Grievant" is a unit member employed by the District and covered by the terms of this Agreement or the Union on behalf of a named bargaining unit member(s) who alleges a grievance.
- (3) The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant, who has been designated by the District to adjust grievances.

- 8.2 Grievance Procedures- The Grievant shall file a grievance at the lowest appropriate level possible in which the alleged violation occurred and may be resolved.

(a) **Informal Level**

Unless otherwise permitted by a specific Article, before filing a formal written grievance, the Grievant shall notify the immediate supervisor, Superintendent or Superintendent Designee of the grievance within seven (7) days from when the Grievant knew or should have known of information giving rise to the act or

condition which is the basis of his/her grievance. The Grievant shall participate in an informal conference with the site administrator, Superintendent or Superintendent Designee with the object of resolving the matter informally. Unless the matter is of a time-sensitive nature, where satisfying the informal timeline for a response could prevent the Grievant of a benefit or other opportunity or have some other negative consequence upon the Grievant, the Grievant shall wait for the supervisor's, Superintendent's or Superintendent Designee's informal decision, which shall be given no later than 3 days after the informal conference, unless a later date is mutually agreed upon by the Grievant and supervisor.

(b) **Formal Level**

If not satisfied with the result at the Informal Level, the Grievant shall, only after attempting the informal resolution of the grievance, present a formal grievance to the immediate supervisor, Superintendent or Superintendent Designee within ten (10) days from when the Grievant knew or should have known of information giving rise to the act or condition which is the basis of his/her grievance. Such grievance shall be in writing and state all information known to the Grievant in support of the grievance and the resolution that the Grievant is seeking. The Grievant and the immediate supervisor, Superintendent or Superintendent Designee shall confer on the grievance within five (5) days of submitting the formal grievance, unless mutually agreed to meet at a later date, with a view to arriving at a mutually satisfactory resolution.

The immediate supervisor, Superintendent or Superintendent Designee shall convey a written decision no later than three (3) days after the formal conference, unless a later date is mutually agreed upon.

(c) **Superintendent Level**

If not satisfied with the decision at the Formal Level, the Grievant may appeal to the Superintendent or designee within five (5) days of receiving the Formal Level decision. The appeal shall be in writing and include a copy of the Formal Level decision. The Superintendent or designee shall, within five (5) days of receiving the appeal, meet with the Grievant to hear and attempt to resolve the appeal, unless a later date is mutually agreed to. The

Superintendent or designee shall communicate a written decision to the Grievant within ten (10) days after the meeting.

(d) **Mediation/Arbitration**

If the Grievant is not satisfied with the decision at the Superintendent's or designee's level, the Grievant may submit the matter to mediation/arbitration. Within five (5) days of receiving the Superintendent's or designee's decision, the Grievant and the Union shall inform the Superintendent of said request in writing. The Grievant or the District may propose a mediator/arbitrator to preside over the matter. If none can be agreed upon, a mediator/arbitrator shall be selected from a list provided by the State Conciliation Service, with the parties striking a name until one remains. The mediation/arbitration shall be scheduled to take place within a reasonable amount of time after determining the assigned mediator/arbitrator.

- (1) Mediation Procedures: Upon mutual agreement, the Grievant and District (together referred to as "the Parties") may first proceed with mediation of the grievance before proceeding with formal arbitration. The parties may reserve a portion or the entire first day of arbitration to mediate the dispute. If there is no mutual agreement to proceed to mediation, the matter may proceed directly to arbitration before the mediator/arbitrator. The Parties agree that if the mediation process is initiated with the mediator without successful resolution, the mediator may then serve as the arbitrator on the grievance.
- (2) Arbitration Procedures and Authority of the Arbitrator: If mediation is unsuccessful or if the Parties do not agree to mediation, the grievance shall be arbitrated.
 - (i) The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, and shall limit his/her decision to the application and interpretation of its provisions.

- (ii) No remedy shall be fashioned by the arbitrator that shall be retroactive beyond the date of filing of the grievance.
- (iii) The arbitrator may take testimony of witnesses under oath and other documented evidence in consideration of the matter. No declarations or affidavits shall be accepted without the opportunity to cross-examine the witnesses who prepared them. The rules of evidence shall be relaxed to permit the arbitrator the opportunity to rely on evidence that reasonable persons would rely upon in matters of serious importance. Hearsay may be offered, but a fact may not be established on hearsay alone and must be corroborated by other direct evidence.
- (iv) Within 60 calendar days of the last day of hearing, the arbitrator shall prepare and deliver a written decision to the District and the Grievant and Union. The decision shall be binding on the Parties. The Parties shall keep the decision of the arbitrator confidential for ten (10) days after its receipt.
- (v) Mediation/Arbitration Costs: The fees and expenses of the mediator/arbitrator and a court reporter shall be shared equally by the parties. All other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expenses of the witnesses called by the other.

ARTICLE 9

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

- 9.1 Voluntary/Involuntary Transfer, Reassignments and Displacements
 - (a) Involuntary transfers/reassignments/displacements are initiated by the District.
 - (b) Voluntary transfers/reassignments are initiated by the unit member.

- (1) "Transfer" is defined as a change to or from one school to another.
- (2) "Reassignment" is defined as a change in assigned grade at an elementary school and/or department within a secondary school site.
- (3) "Displacement" occurs when a site has more teachers than positions due to staffing projections. Movement of a displaced teacher shall be considered an involuntary transfer. In the event that a site has no qualified volunteers to be displaced the least senior teacher or teachers at that site based on seniority in the district would become displaced. If more than one qualified teacher volunteers the most senior teacher shall be displaced. The displaced teacher or teachers would have rights to vacancies for which the teacher(s) is qualified before the positions are opened to other unit members.

9.2 Voluntary Transfers and Reassignments

- (a) A unit member may submit a request for transfer or reassignment to the District at any time including, but not limited to, after the posting of a vacancy.
- (b) The District shall begin the transfer/reassignment process for the following school year no later than the end of March of the current school year.
- (c) Prior to opening any positions for voluntary transfers, sites shall:
 - (1) Survey teachers for interest in a voluntary reassignment.
 - (2) Complete all voluntary/involuntary reassignments.
 - (3) Fill open positions with displaced teachers.
 - (4) Fill open positions with teachers returning from leave.
- (d) If positions are still available after assignments are made at sites they shall be opened District wide for voluntary transfers.

- (e) The transfer window for the upcoming school year shall close July 15. Any vacancies that occur after July 15th may be filled by outside candidates, but must be posted for transfer prior to the next school year.
- (f) Any newly created positions shall be posted for transfer to unit members at the time the positions are created as outlined in 9.2(g).
- (g) Posting Procedures for Vacancies
 - (1) A vacancy is any position that is open and unfilled. This includes already established and newly created positions.
 - (2) When posting positions the District shall notify all members via District email, list vacancies on the District website, and send notification to the Union designee.
 - (3) During times when school is in session vacancies shall be posted for five (5) working days inside the District prior to being opened to the public.
 - (4) During summer break, spring break, and winter break vacancies may be posted simultaneously inside and outside the District for five (5) days.
 - (5) The transfer candidate shall be responsible to apply, using a District provided transfer form, by the deadline specified on the vacancy posting.
 - (6) The District shall not hire outside candidates for vacancies until unit members have had the opportunity to apply to transfer into those vacancies.
- (h) Unless granted the transfer request, unit members requesting transfer or reassignment shall be provided interviews for vacancies for which they meet the posted qualifications.
 - (1) For transfers and reassignments, the principal or designee shall assemble an interview panel that shall include invitations to the Site Department Chair/Lead Teacher, if appropriate, and other bargaining unit members so that the panel shall have an equal number of bargaining unit members and administration. The recommendation of the panel shall be based on the following criteria :

- (a) Certification of the unit member relative to the requirements of the position;
- (b) State and Federal mandates, including specific requirements of categorically funded programs;
- (c) Legitimate educational needs of the school, i.e., bilingual, specialists in reading, music, physical education, or other organizational and curricular needs;
- (d) Seniority in District, all other things being equal, as determined in 9.2(1.h)(a) through 9.2(1.h)(c) above;
- (e) Bargaining unit members shall be notified of their acceptance or denial of their transfer/reassignment requests as soon as possible after completion of the selection process. If a unit member meets the criteria in 9.2 and is not selected, he/she may request to have written reasons for the decision from the District. If the unit member is not satisfied with the reason provided, he or she may appeal the decision to the superintendent or designee within five (5) days of receiving the written explanation. The position shall not be filled until this process is completed.

9.3 Involuntary transfers/reassignments shall be based on the needs of the District, to meet and/or improve the needs of the educational program of the site or sites, provide a more satisfactory level of service or staff composition to a site or sites, or may be made for any of the following reasons:

- (a) To resolve any credentialing problem relating to a unit member's authorization for service.
- (b) To decrease the number of unit members in a school because the school is overstaffed in accordance with Article 13 – Class Size, or because of reduced enrollment.

- (c) To meet changes in curriculum needs such as addition, deletion, or modification of programs and/or specific curriculum requirements.
 - (d) Except as provided in Article 17, section 17.7, no bargaining unit member shall be involuntarily transferred/reassigned for punitive reasons.
- 9.4 Before making an involuntary transfer/reassignment, the District shall ask for and consider the qualifications of unit members willing to volunteer for transfer to the position in question.
 - (a) In the event that there is more than one (1) volunteer that meets the qualifications, the transfer/reassignment shall be made in accordance with the criteria in subsection 9.2(h)(1)(a) through (d).
- 9.5 A reasonable time before any involuntary transfer/reassignment there shall be a meeting between the principal and/or human resources, and the unit member at which the reasons for the anticipated transfer/reassignment shall be explained.
 - (a) The unit member may request that a representative of the Union be present at the meeting.
 - (b) Upon request, the District shall supply the Union and unit member with the written reason for the transfer.
- 9.5 Teachers who are involuntarily transferred or reassigned to another classroom within the same site shall receive 2 days' pay beyond the regular work year for the purpose of moving.
- 9.6 No unit member shall be involuntarily transferred more than once in three (3) years. The District shall maintain, and share with the Union, a list of all involuntary transfers.
- 9.7 Teachers involuntarily transferred/reassigned because of decreased enrollment shall have the right to return to their original school in reverse order in which they were transferred, for a three (3) year period as long as they meet the criteria listed in 9.2(h)(1)(a) through (d) of this section.
- 9.8 No later than the third Monday of May of each year, each unit member shall be notified in writing of his/her tentative assignment for the following year. Should a change in tentative assignment occur prior to

opening of school, unit members shall be notified in writing and be personally contacted by a school administrator, no later than ten (10) working days prior to the beginning of the assignment if known, or as soon as the change in assignment is determined to be necessary, if less than ten (10) days in advance.

- 9.9 In the event that the District moves a class from one site to another, the teacher assigned to that class would have the right to move with the class. If the teacher does not wish to move with the class, the teacher would become displaced and would have rights to vacancies for which the teacher is qualified before the positions are opened to other unit members. Movement of a displaced teacher shall be considered an involuntary transfer.

ARTICLE 10 SAFETY

- 10.1 The Board shall make reasonable provisions for the safety and health of unit members while in the course of their employment. All unit members shall maintain safe and sanitary conditions in their teaching or work areas of responsibility. All unit members shall report to their immediate supervisor any practice, condition or specific occurrence which poses a threat to the health or safety of any person associated with the District. All unit members shall make a reasonable effort to cooperate in the prevention of accidents to themselves and to other employees.
- 10.2 No unit member shall be required to search school premises for any suspected explosive or incendiary device or be required to disarm, dismantle, or otherwise render inoperative any explosive or incendiary device found on school premises.
- 10.3 The responsibility of unit members under conditions of an emergency shall be to follow the procedures of the school's safety plan and safeguard students for circumstances such as lock-downs, natural disasters, fires, threats of violence, etc. The unit member must follow directions from the site incident commander and/or first responders to remove students from the building to a designated area of safety when they determine the conditions to be safe. Unit members shall remain

with students or assist as otherwise directed until the site incident commander expressly releases unit members.

- 10.4 Unit members shall not use physical force constituting prohibited corporal punishment of students as defined by the Education Code. They may use reasonable physical restraint for the purpose of protecting their persons or the persons of students in their charge only to the extent permitted by law.
- 10.5 Teacher Protection - If a teacher in connection with his/her employment is subjected to assault (physical or verbal) or battery by a student, he/she shall immediately report the incident and the circumstances to the Principal. The principal shall forward the report to the appropriate District administrators (Special Education, Student Services, and Human Resources Departments) with a copy to the Superintendent Union President and site representative.
- (a) A student involved in an assault on a teacher may be removed from the school by the principal or other appropriate administrator in accordance with Board rules and State law.
 - (b) A teacher may request suspension procedures if the continued presence of a student represents a physical danger to the teacher or other students.
 - (c) Both the teacher and the principal or other immediate supervisor may report instances of physical threat, assault, or battery to the appropriate local law enforcement agency.
 - (d) The District shall, in accordance with applicable law, take actions against students or adults to prevent and redress the abuse, assault, insults, or threats to teachers. Accordingly, students shall not be permitted to return to a unit member's classroom from which s/he is suspended for any reason during the period of the suspension. For severe cases the administration or teacher may request a re-entry meeting prior to a students' return.
 - (e) The District shall notify a unit member of any student enrolled in her/his class who has, within the last year, engaged in, or is reasonably suspected to have engaged in, any of the acts subject to suspension or expulsion under

Education Code Section 48900([Education Code 48900](#)) that are reportable under Section 49079([Education Code 49079](#)). When such information is made known to the District, it shall provide the information to the unit member through records the District maintains in its ordinary course of business or receives from a law enforcement agency within three (3) days. The District shall inform unit members of the updated records for them to access. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it is intended and shall not be disseminated by him or her.

10.6 General Provisions Relating To Electronic Surveillance Within The District

- (a) It is the District's right to install and maintain any electronic surveillance system(s) anywhere on its facilities to advance safety and security throughout the schools and District facilities. The District shall post public notices of those areas under surveillance.
- (b) The District may not use any electronic information, data or material (together referred to in this Article as "electronic information") gathered, collected or recorded through any District electronic surveillance system to evaluate a unit member's classroom performance.

ARTICLE 11 TEACHER WORK YEAR

- 11.1 The District shall begin negotiations with the Union regarding the school calendar no later than December 1 of the preceding school year.
- 11.2 The teacher work year shall consist of one hundred eighty-six (186) days with the exception of Teachers on Special Assignment (TOSAs), Speech and Language Pathologists (SLPs), Nurses, High School Counselors, Advisors and Directors outlined in Article 14.6, and the SPFT President whose work year shall consist of one hundred ninety-two (192) days. The supervisor and unit member shall meet prior to the third Friday in May each year and jointly determine the placement of the additional six (6) days for each group above for the following school year. Forms shall then be submitted to Human Resources for final approval. Should a unit member and his/her supervisor not agree on the dates for the additional days, an appeal can be made to the Director,

Certificated Human Resources and the SPFT President. Their decision shall be final.

The days shall be allocated as follows:

Days	186 Day Work Year	192 Day Work Year
Professional Development Days	2	2
Work Days	4	10
School Days	180	180

- 11.3 District first-year teachers shall have four (4) paid days of preparation prior to the opening of the school year and beyond the normal work year for orientation and mastery teacher training. At least two (2) of those days shall be spent in the home school of the teacher. The Union shall be provided two (2) hours for orientation. Additionally, first year teachers may receive compensation at the hourly rate for up to six (6) hours to prepare classroom/work area for the beginning of the school year. These hours are voluntary and must be taken prior to the first day of instruction, during the days and hours designated by the District.
- 11.4 Returning unit members may receive compensation at the hourly rate for up to twelve (12) hours to prepare classroom/work area for the beginning of the year. These hours are voluntary and must be taken prior to the first day of instruction, during the days and hours designated by the District.
- (a) Unit members may work up to six (6) hours per day.
 - (b) In order to receive the additional compensation, unit members must sign in and out.
 - (c) The sign in sheet from each site shall serve as a time sheet for this compensation unless an alternative arrangement is made between the District and the Union.
- 11.5 Counselors' Hours: Beginning July 1, 2013, the counseling departments shall each be allocated up to 60 hours per counselor for the completion of the master schedule. The hours shall be distributed at the principal's discretion with the department's input and the approval of Human

Resources. Work during the summer shall be paid at the summer school certificated hourly rate. Work during the school year shall be paid at the per diem hourly rate.

ARTICLE 12 TEACHER HOURS

12.1 Unit members shall devote a minimum of thirty-seven (37) hours each week to work-related activities on campus including, but not necessarily limited to, program development, professional growth, conferences, committee assignments, faculty and District-level meetings, special help to students, Back-to-School Nights, supervision of students, and preparation for the ensuing day's lessons.

(a) Classroom teachers may take up to three (3) hours per week of off-campus preparation time to be counted toward fulfillment of the forty (40) hour week requirement.

(b) Any additional work hours required beyond 37-hour requirement, shall be compensated at the hourly rate of pay as delineated in Article 30.

12.2 Every certificated unit member shall have a minimum of thirty-five (35) consecutive/uninterrupted duty-free minutes for lunch during the school day. The principal and staff of each school shall have the option of adjusting the schedule to meet the needs of that school, subject to Board approval.

12.3 On days when unit members are scheduled to work but pupils are not scheduled to be present, or when pupils are dismissed for an emergency or minimum day, the regular school day hours shall prevail for unit members with the exception of-12.6.1.

12.4 Reporting Time at K-12 Sites

Classroom teachers assigned to grades K-12 shall be on campus and responsible for assigned duties fifteen (15) minutes before classes begin and a minimum of fifteen (15) minutes after the ending of the regular school day. The beginning and ending time of a classroom teacher's day shall vary among the schools of the District.

(a) During this time no faculty meetings, IEP meetings, evaluation conferences, grade level meetings, or safety meetings shall be held.

- (b) Elementary school site classroom teachers without assigned duties shall have the fifteen minutes before classes begin as preparation time.
- (c) The Union recognizes the need for teachers in certain assignments, including, but not limited to, counseling, Teachers on Special Assignments (TOSA's), Advisors and Directors outlined in Article 14.6 and Band/Instrumental Music, to work an adjusted time schedule, which may include a split shift, in order to meet the needs of the program. There shall be no additional compensation paid to teachers as a result of working an adjusted schedule. The site administrator, in conjunction with the classroom teachers assigned to that site, shall develop a work schedule sufficient to meet the needs of the assignment, subject to the ratification of the District Superintendent or his/her designee. The schedule shall be made available to the Union upon request and the district shall meet and confer with the Union about the schedule at the request of the Union. Teachers shall be paid for all mileage while performing their assigned duties.
- (d) Speech and Language Pathologist case management loads, shall not exceed 55. In the event that the need to exceed 55, the District shall meet and confer with the Union.
- (e) Counselors' caseloads at all sites shall be distributed equitably whenever possible.

12.5 Preparation Period

- (a) Each teaching unit member assigned to grades 6-12 at an elementary school, middle school, high school and alternative school site shall have a prep period assigned during the regular workday. Accordingly, every such unit member shall be on campus through his or her scheduled period of the day, including a preparation period and excluding any duty-free time. Should a member need to be off campus during their preparation period administrative approval is required.

- (b) Unit members teaching at an elementary school, high school or alternative high school site, who teach four (4) periods or more per day, are entitled to one (1) preparation period per day. Unit members teaching three (3) periods or less are entitled to the equivalent of one-half preparation period time per day.
- (c) TK-6 classroom teachers shall be entitled to release time, to use at their discretion, when their students are with a certificated support teacher. IEP and SST meetings take precedence over release time. If the students with the certificated support teacher exceed 35 (TK-3) or 45 (4-6), one classroom teacher shall remain with the certificated support teacher. Teachers within a grade level shall rotate when student numbers exceed grade level limits and classroom teachers are needed to assist the certificated support teacher.

12.6.1 Minimum Days

Two (2) of the total number of District wide minimum days identified in Article 12, shall be floating minimum days to be designated on the calendar. On these floating minimum days, unit members shall be released 15 minutes after student dismissal. The first district-wide minimum day shall be during the first quarter and the second district-wide minimum day shall be the last student day before winter break. The calendar placement of the remaining minimum days shall be mutually agreed upon between the District and the Union.

12.6.2 Minimum Days for Elementary Sites

- (a) There shall be a minimum of seventeen (17) minimum days for unit members at an elementary school site.
- (b) Seven (7) minimum days shall be for parent conferencing for teachers assigned at elementary sites. Unit members shall be released after one hundred eighty (180) minutes of instructional time for parent conferences on these days.
- (c) Minimum Days for On-Site Planning and Preparation: Unit members assigned to an elementary site shall have ten (10) minimum days for on-site planning and preparation.

12.6.3 Minimum Days for Middle School

- (a) There shall be a minimum of fifteen (15) minimum days for unit members at a middle school site.

- (b) Five (5) of the total fifteen (15) minimum days shall be for parent conferencing for teachers assigned at a middle school site.

12.6.4 Minimum Days for High School and Alternative High School Sites

- (a) There shall be a minimum of fourteen (14) minimum days for unit members at a high school or alternative high school site.
- (b) Three (3) minimum days shall be scheduled at the end of each semester for finals

12.7 Staff Meetings for PK-12

- (a) The administration may schedule:
 - (1) One staff meeting per month.
 - (2) One Grade Level / Department meeting in addition to a staff meeting in the event there is no agreed upon collaboration schedule during a school year.
 - (3) The meetings shall be scheduled on nonconsecutive weeks.
- (b) Staff meetings shall be used by administration to brief staff primarily on business items such as communication of policy, procedure, and regulation. Staff meetings may also be used for professional development. Any informational items shall be reduced to print when possible.
- (c) "Emergency" or "Special" staff meetings can only be held when an unscheduled and unavoidable health, or safety hazard, or other emergency matter, which demands the immediate attention/ involvement of the staff, or only when the subject matter cannot be reasonably covered at a regularly scheduled staff meeting.
- (d) When staff meetings are scheduled in advance, unit members shall have at least twenty-four (24) hours' advance notice of changes in scheduled staff meetings. Emergency meetings are exempt from the 24-hour notice requirement.
- (e) No faculty meeting shall be scheduled on any day immediately preceding a vacation or holiday, on Election Day, on calendared conference days, minimum days, or teacher workdays.

- (f) No staff or grade level/department meetings shall exceed sixty (60) minutes, unless agreed upon by the staff to continue.
- (g) Teachers shall have twenty-four (24) hours' advance notice and a copy of agendas of staff and grade level/department meetings, except in cases of emergency. Notice shall include the purpose of the meeting so that teachers shall be prepared to participate.

12.8 Grade Level/Department Meetings for Elementary Sites

- (a) Grade level and Department meetings shall be for the purpose of promoting the interchange of ideas, curriculum implementation, discussion of student issues and other items connected with professional duties. The content of grade level and department meetings must reflect current research, professional development standards and effective teaching practices.

12.9 Special Education Staff Meetings

Special Education Staff Meetings may be scheduled up to five (5) times per school year during the instructional day.

- (a) Special Education Staff Meetings may not be scheduled if they conflict with staff meetings. If scheduled at the same time as a grade level meeting, the unit member shall be excused from the grade level meeting to attend.
- (b) Special Education Staff Meetings shall have the same requirements as described in 12.7(a), (d)-(g).

12.10 A shortened day shall be equal to the minimum day requirements as set forth in the California Education Code, hereby incorporated by reference.

12.11 Unit members assigned to a middle school, high school or alternative high school site, shall sign up for five (5) hours per year of assigned supervisory duties. Such duties shall be distributed as equitably as possible on the basis of seniority.

ARTICLE 13
CLASS SIZE

13.1 Effective July 1, 2014, the following shall be the class sizes:

13.2 PK-8 Grades

Grades	Class Size for All Schools
PK	20 (not to exceed 20)
TK	20 (not to exceed 20)
K	22 (not to exceed 23)
1-3	23 (not to exceed 24)
K-3 Combo	22 (not to exceed 23)
4-5	28 (not to exceed 29)
4-5 Combo	25 (not to exceed 26)
6-8	32 (not to exceed 33)
6-8 Phys. Ed.	45 (not to exceed 45)
7-8 ELD	26 (not to exceed 26)

SDC	13 (not to exceed 15)
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- (a) For purposes of this section, "class" shall mean the group of pupils assigned on the enrollment roster to a teacher. The following teachers are excluded: all special education teachers, resource teachers, home schooling teachers, and community day school teachers.
- (b) Experimental programs may exceed these maximums with the mutual written consent of the District and Union.
- (c) The District shall notify the Union and have a grace period of ten (10) days to correct any violation of this provision, in order to rectify excessive class loads. Should the District not be able to correct the violation within 10 days they may request an extension of an additional 10 days from the Union.
- (d) If the District can demonstrate that class sizes set forth in Section 13.2 cannot be fully implemented due to lack of existing classrooms within the District, the Union shall grant the District a further agreed upon grace period for implementation on a case-by-case basis.
- (e) Requests for permission to exceed class size limits shall be made to the SPFT Union President and forwarded to the Executive Council on a case-by-case basis. The Council shall have the exclusive right to grant or deny such requests.
- (f) Students shall be equitably distributed amongst classes at a school site, giving consideration to classroom continuity and the comparative burden placed on teachers.

13.3 High School/Alternative Education

<u>Class Size</u> ¹	<u>High School Department</u> ²
15	SDC
26	ELD
31	Reading
33	Career Technical Education
34	Agriculture, English, Fine Arts, Foreign Language, Health, Mathematics, Science, History/Social Science, Non-Departmental
45	Physical Education / Athletic Teams

<u>Class Size</u>	<u>Renaissance High School</u>
26	Alternative Education (All Departments)

- (a) The Total number of sections offered by a department shall be equal to the department's enrollment divided by the department's class size. When the quotient is not a whole number, the number of sections offered shall be increased to the next whole number.
- (a) Unit members teaching five (5) periods shall calculate their total daily student enrollment by multiplying the appropriate class size in 13.3 by five (5).
- (c) Unit members teaching during their preparation period (6 periods) shall calculate their total daily student enrollment by multiplying the appropriate class size in 13.3 above, by six (6).
- (d) For unit member(s) teaching in two (2) or more departments with different class sizes the maximum total number of students per day per unit member shall be proportional to departmental full-day equivalents.

¹ Student Teacher Assistants approved for assignment to a class by the teacher shall not be counted towards the class size.

² For purposes of class size, a department shall be defined as those classes listed under the subject titles presented in 13.3.

- (e) After ten (10) working days from the first day of instruction of each semester at Santa Paula High School and Renaissance High School, class size limits shall not be exceeded without the consent of the Union and the District.
- (f) Overages: If class sizes exceed the limits stated in 13.3, on or after the eleventh (11th) day, the following overage payments shall apply:
 - (1) Up to five (5) sections with no more than two (2) overages shall be permitted without Union consent and will be paid at \$2.00 per student over the contractual class size per class or \$3.00 per student over the contractual total daily contacts.
 - (2) Class sizes with overages of three (3) or four (4) shall require Union consent and will be paid at \$3.00 per student over the contractual class size per class or \$4.00 per student over the contractual total daily contacts.
 - (3) Class sizes with overages of five (5) or more shall only be permitted when no other options are available and with the consent of the Union. These overages shall be paid at \$5.00 per student.
 - (4) The District shall maintain, and share, a list of classes that the Union has given consent for overages, for each school year. The class size reflected on the list is the limit and any additions to those classes or any other classes that go over the class size limits will still require consent of the Union (no matter the time of the school year).
 - (5) When the limits specified in 13.3 have been reached, the Department Chair and principal may recommend, and the District and the Union shall decide, if new sections are to be created.

(6) The District agrees to review the process currently in place and whenever possible not schedule classes at more than the contractual size limits.

13.4 Independent Study

<u>Grade Span</u>	<u>Class Size</u>	<u>Independent Study</u>
TK-3	25	Overage – Not to exceed 28
4-8	30	Overage – Not to exceed 33
9-12	35	Overage – Not to exceed 38

- (a) Overage pay shall be \$5.00 per day per student
- (b) If there is a need to balance classes, then the lowest caseload within the grade span shall take precedence.
- (c) Balancing within the different grade levels shall take place prior to assigning overages.
- (d) Once caseload overages have been met, approval for each additional student must be obtained from the Union. If the Union agrees, overage pay would continue at \$5.00 per day, per student.

**ARTICLE 14
EXTRA-DUTY STIPENDS**

- 14.1 The District and the Union shall meet and confer in good faith regarding job descriptions, Responsibility Level (RL) factors, and salary placement for existing and proposed extra duty-positions.

Extra-duty job descriptions shall be housed on the Certificated Human Resources web page.

Extra-duty assignments that are ten (10) hours or less in duration and are outside of the regularly scheduled negotiated positions in this article do not need to be negotiated by the District and the Union. All other extra duty positions greater than ten (10) hours shall be negotiated.

The Parties acknowledge that certain extra duty assignments may require more than ten (10) hours of work per school year. The following assignments have been identified and mutually agreed upon by the Parties and shall be compensated according article 30.10(a-b) "extended teaching assignment".

- Saturday School
- Intervention / Tutoring
- Home Hospital
- Aspire
- Healthy Futures
- Health Care Mentors
- Engineering/Technology Mentors
- Adult Education
- Short Term Independent Study
- Instructional Leadership Teams

- 14.2 Notwithstanding any other provision of this Article, teachers performing an extra-duty assignment shall receive the hourly rate applied to Step 1, Column 1 of the 186 day Certificated Salary Schedule.

The extra-duty stipend for coaching and other positions shall be a Responsibility Level (RL) factor, as a percent, applied to Step 1, Column 1 of the 186 day Certificated Salary Schedule.

All extra duty stipends shall be prorated if the term of service is incomplete. All non-coaches shall meet with the administrator overseeing their program and the District shall prorate the stipend based on the RL factor and time involved to determine the amount of money paid. Coaches stipends for incomplete terms of service will be prorated according to the language in 14.5.2.

- 14.3 Posting procedures as described in Article 9 shall be adhered to for extra-duty vacancies.
- 14.4 Vacancies are not intended to include the routine reopening of positions where the incumbent remains interested and successful. Directors and Coordinators shall be evaluated yearly, based on duties outlined in the extra duty job description and be provided with areas of improvement and coaching if they are not meeting expectations. Should the District desire to remove a Director or Coordinator from their extra-duty

position, a written rationale shall be provided. The selection process outlined in Article 14.6.1 shall be used to fill any extra-duty vacancy.

14.5 COACHING

14.5.1 Selection

There is a preference for filling all extra-duty positions with qualified inside candidates. Inside candidates for coaching positions will be chosen by the Principal, Athletic Director, and the head coach for the sport. When the position is for head coach, the Principal and the Athletic Director shall make the selection. For consideration for a coaching position, a candidate must meet the qualifications of the position description. Education Code § 44919 shall be followed as well as Education Code § 44923.

14.5.2

If a coach does not finish the season he/she does not get paid the full stipend. The District shall use a formula based on the RL factor and time involved to determine the amount of money paid. The following "statement" shall be presented on extra-duty contracts.

"I understand that failure to complete the extra-duty assignment may result in my contract being paid on a pro-rata basis, as determined by the Athletic Director and Administrator Designee."

Additionally, if a coach starts after the first competition date the District shall use a formula based on the RL factor and time involved to determine the amount of money paid.

A Varsity coach who has a summer athletic program involved in a Varsity summer league competition shall receive a \$1,000.00 stipend.

When there is a vacancy for an athletic coaching position, the District shall refer to Education Code §44919 for a qualified unit member.

Compensation for any extra-duty assignments whether accepted by a unit member or not, shall not be greater than the RL factor.

ACTIVITY:

RL FACTOR

Football:	Head Varsity (1)	9.5
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	Varsity Assistant (3)	7.5
	Head Junior Varsity (1)	7.5
	Assistant Junior Varsity (2)	7.0
	Girls Varsity Flag Football (1)	8.5
	Girls Flag Football Varsity Assistant (1)	5.0
	Junior High Flag Football (2)	4.0
Basketball:	Head Varsity (2)	8.5
	Varsity Assistant (2)	5.0
	Junior Varsity Head (2)	7.0
	Frosh/Soph Head (1)	7.0
	Junior High (2)	5.0
Baseball:	Head Varsity (1)	8.5
	Varsity Assistant (1)	5.0
	Head Junior Varsity (1)	7.0
Softball:	Head Varsity (1)	8.5
	Varsity Assistant (1)	5.0
	Head Junior Varsity (1)	7.0
Track:	Head Varsity (2)	8.5
	Varsity Assistant (2)	5.0
	Head Junior Varsity (2)	7.0
Tennis:	Head Varsity (1)	5.0
	Head Junior Varsity (1)	4.5
Golf:	Head Varsity (2)	5.0
Volleyball:	Head Varsity (2)	8.5

	Head Junior Varsity (1)	7.0
	Head Frosh (1)	7.0
	Junior High (1)	4.0
Soccer:	Head Varsity (2)	8.5
	Varsity Assistant (2)	5.0
	Head Junior Varsity (2)	7.0
	Head Frosh (2)	7.0
	Junior High (2)	4.0
Swimming:	Head Varsity (2)	8.5
	Head Junior Varsity (2)	5.0
	Water Polo Head Varsity (1)	8.5
	Head Junior Varsity (1)	7.0
Wrestling:	Head Varsity (2)	8.5
	Varsity Assistant (2)	5.0
	Head Junior High (1)	4.0
	Middle School Assistant (1)	3.0
Sideline Cheer:	Head Varsity (1)	8.5
	Varsity Assistant (1)	7.0
	Head Junior Varsity (1)	5.0
Cross-Country:	Head Varsity (2)	5.0
	Junior High (1)	4.0
E-Sports:	Head Varsity (1)	5.0
	Junior High (1)	4.0
Facilities Prep-		0.5

The Parties acknowledge that some stipend activities require additional time to prepare and maintain the facilities they use. The stipend will be available to head coaches who go above and beyond what a normal stipend position would do to prepare and maintain facilities for practice and events. The District shall create a form for coaches to request this additional stipend that shall be turned into the Director of Human Resources for approval.

- 14.5.3 Longevity payments will be added to stipends earned by unit members in Article 14.5.2 for consecutive years of completed assignments in the District in any athletic program, as follows:

Beginning year 3	0.8
Beginning year 5	1.2
Beginning year 7	1.6
Beginning year 9	2.0
Beginning year 11	2.4

14.6 **ADVISORS FOR STUDENT SERVICES, COORDINATORS, DIRECTORS AND ADMINISTRATOR DESIGNEES**

14.6.1 Selection Process –

- (a) For Advisors for Student Services extra-duty assignments, if only one applicant applies who meets the qualifications, as deemed by the Principal, the unit member receives the position. If more than one member applies who meets the qualifications, the tie-breaker is seniority. In the event of a tie between two or more applicants who have the same amount of seniority vying for the same assignment, a lottery shall be used by management as a second tie-breaker system to arrive at the winner with all affected parties invited to be present at the time of the lottery.
- (b) For Coordinator, Director, and Administrator Designee extra-duty positions, all positions in this category shall be determined through interviews. Members shall apply by submitting a Letter of Intent/Qualifications to the requesting administrator. If only one

applicant applies who meets the qualifications, as deemed by the Principal or appropriate supervisor, the unit member receives the position. If more than one unit member applies who meets the qualifications, interviews shall be held. An interview panel shall be assembled by the Principal or designee that will include invitations to bargaining unit members so that if the bargaining unit members attend, the panel shall have an equal number of bargaining unit members and administration. Should bargaining unit members not attend, the panel shall still convene and reserves the right to make a recommendation to the Principal or appropriate supervisor. The recommendation of the panel to the Principal shall be based on the criteria outlined in Article 9.

<u>District Extra Duty Stipends</u>	<u>RL FACTOR</u>
Induction Coordinator (includes up to eight (8) release days)	6.0
Induction Mentor	3.5
Tobacco Use Prevention Education (TUPE) Coordinator	7.5

<u>Elementary Extra Duty Stipends</u>	<u>RL FACTOR</u>
TK-6 Extra-Duty Positions (Ten (10) per school, must be a student-centered club or activity that meets on a regular basis)	3.0
TK-6 Administrator Designee	4.0
TK-6 Student Study Team (SST) Coordinator	3.5

<u>Junior High Extra Duty Stipends</u>	<u>RL FACTOR</u>
7-8 Extra-Duty Positions (Eight (8), must be a student-centered club or activity that meets on a regular basis)	3.0
Associated Student Body (ASB) /Yearbook –Plus one (1) activity period per school year	3.0

Mathematics, Engineering and Science Advancement (MESA)	3.0
Advancement Via Individual Determination Coordinator (AVID)	4.0
Mock Trial	4.0
Migrant Speech Debate	3.0

7-8 Administrator Designee(s) who work on their prep period shall receive the rate for teaching on their prep period (1.5) as outlined in Article 30.10. For work outside the contractual day, the Administrator Designee shall be paid at the hourly rate.

High School Extra Duty Stipends

SPHS Extra-Duty Positions (Six (6), must be a student-centered club or activity that meets on a regular basis) 3.0

RHS Extra-Duty Positions (Two (2), must be a student-centered club or activity that meets on a regular basis) 3.0

9-12 Administrator Designee(s) who work on their prep period shall receive the rate for teaching on their prep period (1.5) as outlined in Article 30.10. For work outside the contractual day, the Administrator Designee shall be paid at the hourly rate.

Advisors for Student Services

RL FACTOR

Senior Class	3.5
Junior Class	2.0
Sophomore Class	2.0
Freshman Class	2.0
California Scholarship Federation (CSF)	2.0

National Honor Society (NHS)	2.0
Movimiento Estudiantil Chicana/o de Aztlan (MECHA)	2.0
Link Crew	4.0
KARDTV	6.0

High School Competition Advisors

Mock Trial	8.5
Theatre Club	8.5
Theatre Club Assistant	6.5
Flag Team	3.5
Mathematics, Engineering, and Science Achievement (MESA) (2)	3.0
Migrant Speech Debate	3.0
Robotics	8.5
Robotics Assistant (2)	5.0

DIRECTORS:

RL FACTOR

Athletic Director (AD): plus a minimum of three (3) activity periods per school year on 192 day Calendar (+2.5 summer)	10.5
Associated Student Body (ASB): plus a minimum of two (2) activity periods per school year on 192 day Calendar (+2.5 summer)	10.5
Band: on 192 day Calendar (+2.5 summer)	10.5
Future Farmers of America (FFA): on 192 day Calendar	10.5

(+2.5 summer)

Yearbook SPHS: plus one (1) activity period per school year	8.5
Yearbook RHS	3.5
AVID Director: Includes up to eight (8) release days	8.5

14.7 **High School Department Chairs**

14.7.1 Department Chair Selection

(a) Department Chair positions shall be opened for applicants, and elections held, from within the high school departments every two (2) years during the month of May on even numbered years, unless there is an earlier vacancy. No more than two (2) people shall share the position. Among other responsibilities, as outlined in the extra duty job description, the Chair shall consult with the department and recommend to the Principal the department's teaching assignments for the following school year. The Principal shall provide the Chair a written explanation if the recommendations are not implemented within ten (10) days of making the tentative teaching assignments.

(b) The department shall meet and recommend a Department Chairperson to the Principal. Nominees shall be given 48 hours to accept or reject their nomination. If only one member is nominated, or only two members are nominated jointly as co-chairs, they shall be elected by acclamation. In the event that more than one member accepts the nomination, an election shall be held. The election shall be via an anonymous ballot (electronic or paper) created by a department member not running in the election. Results, including number of votes for each nominee, shall be shared with the department and the winner's name(s) shall be sent to the principal. All current department members shall be eligible to run for department head and entitled to vote in department elections. No one shall run for Department chair in more than one department. In the event of a tie, a run-off election shall be conducted with the top two vote getters. If there is a subsequent tie, they shall be co-chairs. In the event candidates ran as co-chairs and the runoff election results in a tie, those candidates shall select one person from each team to represent the department as co-chairs.

(c) The Principal may terminate the Chair with thirty (30) days written notice, which shall include the rationale. If the unit member is not satisfied with the decision of the principal, he or she can appeal the decision to the Superintendent or designee and the President of the Union. Their decision shall be final. If the decision was made to remove the Department Chair, notice shall be given to the department for the need to elect a Chair within fifteen (15) working days. The election shall follow the process outlined in 14.7.1 (b)

14.7.2 Ten (10) High School Department Chairs:

6.0

English
History/Social Science
Mathematics
Science
Career Technical Education
Physical Education
Visual and Performing Arts
Special Education
World Language
Counseling
One (1) Lead Teacher - RHS

4.0

14.8 Additional Extra Duty

14.8.1 Teaching during preparation period (Extra one sixth $\frac{1}{6}$)

(a) The School Site shall send an email to all qualified teachers when the need arises to have an extra section offered and shall give consideration to all qualified teachers. Site administrators shall wait a minimum of five (5) days before selecting a teacher.

(b) Selection Priority: Priority shall be given to applicants in the following order:

(1) Being credentialed and qualified to teach the assignment; with preference for those possessing a clear credential over those with a preliminary, over those with an intern credential.

(2) Having their most recent evaluation reflect all ratings at "meets standards" or above.

(3) Current employees with permanent, followed by probationary, followed by temporary employment status in the preceding year the District;

(4) All other things being equal, preference shall be given to the length of seniority in the District.

(5) Should there be a tie in seniority dates the decision shall be made by a random draw conducted by the principal and an elected Union representative.

14.8.2 Summer Programs

(a) Every teacher participating in one of the summer programs shall be given 30 minutes per day of paid preparation time.

(b) The District shall post vacancies for summer school assignments on the District's website and District email. Whenever possible, the application due date shall be five (5) work days from the first day of posting.

(c) Each summer school teacher shall have 8 hours of paid time, 4 hours at the beginning of summer school and 4 hours at the end of summer school, to be used for preparation, planning and to complete checkout procedures.

(d) Each summer school teacher shall be reimbursed up to \$100.00 for supplemental materials purchased in addition to normal supplies that shall be provided by the District.

(e) Selection Priority: Priority shall be given to applicants in the following order:

(1) Being credentialed and qualified to teach the assignment; with preference for those possessing a clear credential over those with a preliminary, over those with an intern credential.

(2) Having their most recent evaluation reflect all ratings at "meets standards" or above.

(3) Current employees with permanent, followed by probationary, followed by temporary employment status in the preceding year the District;

(4) All other things being equal, preference shall be given to the length of seniority in the District.

(5) Should there be a tie in seniority dates the decision shall be made by a random draw conducted by the principal and an elected Union representative.

(f) No unit member shall vacate one summer assignment POST in order to work a second summer assignment.

(g) Two weeks prior to the beginning of summer school, unit members shall be notified of their assignments for summer school. If it becomes necessary to reduce hours or terminate employment, reduction of hours or termination of employment shall take place in the following order within the credential authorization.

(1) Unit members hired from outside of the District.

(2) Last unit member hired for the summer school assignment.

(3) Ties thereafter shall be broken by order of seniority in the District.

ARTICLE 15 EVALUATIONS

15.1 Philosophy: Evaluation is a process to assess the quality of instruction provided to all of the District's students. It is a means by which the unit member and his/her immediate supervisor may more effectively implement District goals and objectives through their cooperative efforts. It is based on an objective and fair assessment of performance, which ideally occurs in an atmosphere of mutual trust and respect. It is agreed that formal written evaluation procedures include: goals and objectives based on the *California Standards For The Teaching Profession (CSTP)* and formal observations. A summative evaluation document shall be generated by the evaluator.

15.2 Timelines—Evaluators and unit members shall adhere to the following timelines:

- (a) Orientation Meeting: No later than the last Friday in September, the immediate supervisor shall assist evaluatee(s) by holding at least one meeting (group or individual) to explain the practices, procedures, timelines, and documents related to the evaluation process.
- (b) At least 5 and not more than 10 days prior to a formal observation a Pre-Observation Conference shall be held.
- (c) A Preliminary Evaluation shall be completed for Temporary, Probationary I, and Probationary II unit members no later than the first Friday in December.
- (d) Summative evaluations for Probationary I and Probationary II unit members shall be completed by February 15.
- (e) Summative evaluations for Temporary and Permanent unit members shall take place no later than the first Friday in May.

15.3 Procedures

(a) General

- (1) Evaluations shall be based upon at least one (1) formal observation. The observation shall last at least thirty (30) minutes. Informal observations (unscheduled) may not take the place of a formal observation.
- (2) A Pre-Observation Conference shall be held before any formal observation to set dates for the formal observation(s) and post-observation conference, as well as to review expectations for the lesson to be observed.
- (3) A Post-Observation Conference shall be held after any formal observation to debrief the lesson observed.
- (4) A written report of the formal observation shall be given to the evaluatee within 10 days of the observation and before any subsequent formal observation or evaluation. The evaluatee shall sign acknowledgement of receipt of the report.

- (5) If the original formal observation is less than satisfactory, the evaluatee may request a second formal observation, within five days of receiving the report, to demonstrate performance improvement before the evaluation process is completed.
 - (6) There shall be a minimum of ten days between formal observations, provided it does not extend beyond deadlines for submitting the summative evaluation.
 - (7) Evaluations shall include copies of all formal observation reports that contributed to the evaluation.
 - (8) Each unit member has the right to submit a written response to his/her evaluation and have it attached thereto and filed in his/her personnel file.
 - (9) The list of documents associated with this Evaluation Procedure are cited and incorporated. Any change in these documents must be done by mutual agreement. Failure of the District to maintain records cannot result in a certificated employee receiving an off-cycle evaluation.
- (b) Frequency - Evaluation and assessment of the performance of unit members shall be made on the following basis:
- (1) Every school year for probationary or temporary unit members.
 - (2) Every other year for permanent unit members with less than ten (10) consecutive years of experience in the District. Unit members shall be credited for consecutive years of experience carried over from Santa Paula Elementary School District and Santa Paula Union High School District.)
 - (3) Every five years for unit members who have ten (10) or more consecutive years of District experience, have overall evaluations ratings of "Meets Standards" or higher and have no "Needs Improvement" or "Unsatisfactory" rating. The unit member must be

notified in writing by the first Monday in June that he or she will be evaluated the following year.

- (4) Unit members may change the evaluation cycle from every five to every other year upon written request and with approval of the site administrator.
 - (5) If a permanent unit member's overall rating on the summative evaluation is "unsatisfactory" or "needs improvement" the unit member shall be evaluated during the successive year.
- (c) Unit members hired after the last work day in December are not required to be evaluated. Unit members who are hired after the start of the school year and before the last work day in December, shall be evaluated by the site administrator as follows:
 - (1) Within 10 days of being hired, goals and objectives for the remainder of the school year shall be set during a meeting. During the meeting, a Pre-Observation Conference date shall be set. A final evaluation may be based on at least one (1) formal observation.
- (d) All unit members serving in a new assignment resulting from a transfer or from movement in or out of the classroom shall be evaluated during the first year of the new assignment. Thereafter, the unit members shall resume their usual cycle in accordance with the provisions set forth above.
- (e) In the event that the evaluation process of a permanent bargaining unit member is interrupted due to illness, accident, or injury before a formal observation can be completed within the timelines set forth above, the unit member shall be evaluated the next school year using the current goals and objectives.
 - (1) The goals and objectives document may be amended in writing to adjust to specific changes in the teaching assignment.
 - (2) The summative evaluation in the succeeding year shall include the data, observations and information generated throughout the two-year period.

- (3) The interrupted evaluation process shall not be extended into the third year.
 - (4) A unit member may not utilize these provisions to delay or avoid being evaluated.
- 15.4 It shall be the responsibility of the supervisor to provide assistance where needed and to work to diminish any noted deficiencies in classroom instruction and management. Documentation of the specific occasions when the supervisor provided assistance shall be attached to the evaluation(s).
 - (a) A District form shall be used to document supervisor-provided assistance to the unit member.
- 15.5 Evaluations shall be timely, accurate, relevant, and complete. No information shall be used for the purpose of evaluations if such information is based solely on rumor and innuendo.
- 15.6 The evaluation process cannot be repeated in the subsequent year if the observations were completed but, due to paperwork problems, or submission of the final evaluation report by the evaluator (building administrator), was not received by the Human Resources Division within the statutory time requirements.
- 15.7 Informal observations or classroom visitations may not take the place of a formal teacher observation.
- 15.8 Evaluation Criteria:
 - (a) A teaching unit member's performance shall be evaluated and assessed based on the *California Standards for the Teaching Profession* (CSTP).
 - (b) A non-teaching unit member's performance shall be evaluated based on criteria related to his/her specific assignment. (For example, counselors may be evaluated based on the standards for the *American Schools Counselor Association*.) The criteria by which non-teaching unit members will be evaluated and assessed as it reasonably relates to:
 - (1) Providing services to students, parents and teachers to promote cooperative efforts.

- (2) Unit member's adherence to the District's objectives/goals to assist students in attaining their educational and career goals.
- (3) Establishing and maintaining a suitable environment in which techniques, strategies, and interpersonal skills are used effectively.

15.9 Support Plan – A supervisor's unscheduled visit, followed by a written communication to the unit member of concerns observed, is considered a "documented visitation." The supervisor shall give a written communication to the unit member within 36 hours of observing the unit member having difficulty with classroom management, instruction or not meeting performance objectives. In the event of either party's absence within the time limits specified, the limits shall be extended by an amount of time equivalent to the length of the absence. If a unit member receives three (3) documented visitations, the following procedures shall apply regardless of whether the unit member is currently scheduled for an evaluation.

- (a) The supervisor shall meet with the unit member.
- (b) The purpose of this meeting shall be to discuss, develop, and implement a support plan to assist the unit member in addressing the concerns.
- (c) If more than one evaluator is available, unit members have the right to select their evaluator, with approval of the Superintendent or designee.
- (d) The support plan shall be implemented for a minimum of twenty (20) school days and may be extended twice up to a maximum of sixty (60) school days.
- (e) For each twenty (20) school day support plan, the unit member must be observed a minimum of one time by the appropriate administrator.
- (f) The support plan is to be reviewed within five (5) school days after each twenty (20) school day period. During the review the principal shall notify the unit member that the:

- (1) support plan has been completed:
- (2) support plan is to be continued and/or
- (3) support plan shall become part of the unit member's evaluation.

(g) If a teacher is placed on a support plan, the unit member shall be evaluated during the successive year.

15.10 Evaluations shall be conducted according to the following chart. For purposes of evaluations, a unit member must complete at least 75 percent of the school year to progress on this table. Unit members on support plans shall be evaluated according to Article 15.9 (g). Unit members who receive "needs improvement" or "unsatisfactory" rating on a summative evaluation shall be evaluated according to Article 15.3 (b)(5). Temporary or probationary year zero unit members shall be evaluated every year until they reach permanent status. Teachers who are off cycle shall not be evaluated until they reach the appropriate year, with the exception of permanent teachers in their first two (2) years, according to the following chart. This shall not result in a teacher being evaluated more often than the chart shows.

Prob	Prob	Perm Year	Perm Year	Perm Year	Perm Year	Perm Year	Perm Year	Perm Year	Perm Year	Perm Year	Perm Year
1	2	4	6	8	10	15	20	25	30	35	40

ARTICLE 16 PERSONNEL FILES

- 16.1 Each unit member shall have the right upon request to review the material in his/her own personnel file, during non-duty hours. Such material is not to include ratings, reports, or records which were: obtained prior to the employment of the person involved; prepared by identifiable examination committee members; or obtained in connection with a promotional examination.
- 16.2 A representative chosen by the unit member may accompany the unit member in this review.

- 16.3 Personnel files are to be limited in access to the Board members, relevant management personnel with "a right" or "a need" to know, the employee, authorized representatives of the unit member, and by court order. The contents of all personnel files shall be kept in the strictest confidence and accessed only as authorized by the Superintendent or designee.
- (a) A unit member may give written authorization to a Union representative (in the absence of the employee) to review the employee's file.
 - (b) Board members may only review a unit member's personnel file during a personnel session of the entire Board.
- 16.4 Only one (1) personnel file on any unit member may be maintained by the District at the District's designated office. Site administrators may maintain a "working file" at the work site. The District shall provide each site with a secure place to lock and maintain such working files. Any material placed in the working file must be dated with the date of the occurrence being documented. Any materials maintained in the working file and which are not already included in the personnel file, shall be destroyed after three (3) years from the date of the material(s) and not later than the end of that school year. The contents of the working file, once destroyed, cannot be relied upon to show cause for discipline against a unit member. Teachers have the right to view their personnel file at the District Office upon request.
- 16.5 All materials in the personnel file must be signed by the source of the material and dated.
- 16.6 No derogatory materials, information or statements (hereinafter "documentation") that are not related to the unit member's assigned duties or professional responsibilities shall be placed in the personnel file. Similarly, no unsubstantiated anonymous letters or materials shall be placed in either the personnel file or working file.
- (a) Before any documentation is placed in the file, notification of and a copy of it shall be provided to the unit member, advising the unit member of his/her right to prepare a response to the documentation within 10 days and to have it attached to the materials for inclusion in the personnel file. A response may also be added at any time after the initial 10 day window.

- (b) The unit member shall sign for the notice and documentation as an acknowledgement of receipt of the materials and not necessarily as an agreement with the content of the documentation.
- (c) No such documentation shall be placed in the personnel file sooner than ten (10) days after it is presented to the unit member.
- (d) Upon request, the unit member shall be provided a reasonable opportunity before or after the instructional day to review the documentation and prepare his/her rebuttal, if any. Such release from duty during the work day shall be without salary reduction.

ARTICLE 17

DUE PROCESS AND PROGRESSIVE DISCIPLINE

- 17.1 Unit members shall not be disciplined without just cause. Disciplinary actions shall be administered in a fair and equitable manner. The employment status of each unit member is conditional upon reasonable standards of professional conduct and job performance. Failure to meet such standards may provide a basis for appropriate discipline.
- 17.2 Discipline of unit members pursuant to this Article shall be subject to the procedures prescribed herein. Cause for discipline shall be as defined in the California Education Code, written Board policies, District rules and regulations and/or the terms and provisions of this Agreement.
- 17.3 The District agrees to progressively discipline unit members, except where the severity of the offense requires otherwise. In all instances, the discipline applied must relate to the severity of the offense, be for just cause, and where lower levels are skipped to impose a suspension pursuant to this Article, it must satisfy those procedures set out below.
- 17.4 The Union recognizes its duty of fair representation to the unit members may include, at the complete discretion of the Union, advice and counsel concerning potential and proposed disciplinary action.
- 17.5 Progressive Discipline.
 - (a) Disciplinary action shall be initiated at the lowest appropriate administrative level. Progressive discipline shall be utilized except

for conduct which is egregious or of such a nature and/or the severity of the circumstances warrant a higher level response and/or where lower levels of progressive discipline would not sufficiently redress the conduct. If steps are bypassed, an explanation of the reasons shall be included in the documentation or "Notice of Proposed Discipline" described in Section 17.6(a), below.

(b) The parties endorse the principle of progressive discipline. For purposes of this Article, the following steps in correcting and/or modifying behavior shall be taken, where appropriate:

- (1) **Informal or Verbal Warning.** The identification and communication of the problem is made verbally. A unit member may request to have a Union representative present when a verbal warning shall be issued. The context and content of the meeting may be summarized in writing to the unit member, with direction to correct and avoid the deficiency or misconduct.
- (2) **Written Warning.** Written warnings may include reference to earlier attempts at corrective action and include copies of documentation reflecting such efforts, if any.
- (3) **Written Reprimand.** A written reprimand may be issued for a severe or repeated infraction or violation. Reprimands may include reference to and copies of documentation reflecting earlier attempts of corrective action.
- (4) **Unpaid Suspensions.** Unless the conduct is of a severe nature or circumstance, no suspension shall be imposed without at least one prior written reprimand relating to the cause(s) for suspension. Pursuant to this Article, the District may only seek suspensions of not more than 10 days. Nothing herein precludes the District from pursuing suspensions of fewer or more days pursuant to the requirements of the Education Code. Suspensions of up to two (2) unpaid days may be imposed pursuant to the procedures of Section 17.6 and 17.6(d) below. Suspension of three (3) and

up to ten (10)_days may be imposed pursuant to the procedures of Section 17.6 and 17.6(e) below.

- (c) With regard to any form of written warnings or reprimand, when issued these shall be signed and dated by the unit member receiving them. These shall inform the unit member that a copy of the documentation shall be placed in his/her personnel file and of the right to have a written response or rebuttal attached and included in the unit member's personnel file after 10 days. These shall inform the unit member that a copy of the documentation will be placed in his/her personnel file and of the right to have a written response or rebuttal attached and included in the unit member's personnel file after 10 days. The unit member's signature only acknowledges receipt and not necessarily agreement with the content of the documentation.
- (d) District management may, depending on the nature and/or severity of the circumstance, bypass steps of the progressive discipline process when appropriate in the judgment of District management. If steps are bypassed, an explanation of the reasons shall be included in the documentation or notice of discipline for action pursuant to Sections 17.5(b) above or 17.6(a) below.

17.6 **SUSPENSION PROCEDURES** The following procedures shall apply when, in the judgment of an administrator, the unit member has committed one or more acts or omissions that justify a recommendation for a suspension without pay. No unit member shall be suspended for any acts or omissions occurring more than 4 years prior to the date of the Notice of Proposed Discipline described below.

- (a) Before a unit member is suspended, a "Notice of Proposed Discipline" shall be given by hand or sent by regular and certified mail to the unit member's address on file, with a copy of the same to be forwarded to the Superintendent or his/her designee and a copy placed in the unit member's personnel file. The Notice shall contain:
 - (1) A statement of the cause(s) justifying the suspension;
 - (2) A description of the events and conduct which necessitated the recommendation, including a summary of the progressive steps of discipline already

taken to assist the unit member in correcting his/her deficiencies and/or misconduct, if applicable. The notice shall specify the rule, policy, procedure or law if it is alleged that such was violated by the unit member;

- (3) A statement specifying the number of proposed days of suspension;
- (4) Notification that the unit member may review and/or make copies of available materials relied upon by the District to make the recommendation;

(5) Notification and the right of the employee to a pre-disciplinary meeting with the Superintendent or designee and/or to submit a written response to the proposed action within five (5) calendar days of receiving the notice. (The deadline for holding the pre-disciplinary meeting or submitting a response may be extended by mutual written agreement of the employee and Superintendent.)

- (b) Subject to Board approval and satisfying the appeal procedures herein, a proposed suspension shall not be implemented sooner than ten (10) calendar days from the date of the Board's "Notice of Disciplinary Action."

(c) Pre-Disciplinary Meeting

- (1) Before any suspension is imposed, the unit member shall be given the opportunity to attend a pre-disciplinary meeting before the Superintendent or designee, to respond to the charges and causes. At that meeting the unit member shall be afforded a reasonable opportunity to provide information for the Superintendent/designee consideration before the Superintendent/designee makes a decision regarding the proposed discipline. The proceeding shall be informal; there shall be no formal cross-examination of witnesses or formal presentation of evidence. The Superintendent/designee will receive all information provided by the unit member and may elect to conduct his/her own further review of information after the meeting and before making his/her determination.

The unit member may have a representative of his/her choice attend and represent him/her at the meeting. However, the unit member must be present at the meeting or otherwise waive the right to the pre-disciplinary meeting.

- (2) Within five (5) business days of the pre-disciplinary meeting, the Superintendent/designee shall make his/her determination and issue a "Notice of Disciplinary Action" to the unit member, if a suspension will be imposed.
 - (3) The "Notice of Disciplinary Action" shall be given by hand to the unit member or sent by regular and certified mail to the unit member's address on file and a copy shall be placed in the unit member's personnel file.
- (d) Procedures For Appeal of Suspensions Up to Two (2) Day Suspension:
- (1) For recommended suspensions of two (2) or fewer days, the unit member's appeal and review shall be limited to the pre-disciplinary meeting with the Superintendent or designee.
 - (2) The Superintendent or designee may accept, reject, or modify the recommended action, provided that he/she cannot increase the proposed number of days for suspension. The Superintendent shall determine the dates when the suspension, if any, shall be imposed.
 - (3) If the unit member does not participate in the pre-disciplinary meeting or otherwise fails to provide a written response within the required response period, the Superintendent may proceed and approve the proposed disciplinary action and determine the dates when the suspension shall be imposed.
- (e) Procedures For Appeal of three (3) to ten (10) Day Suspensions:
- (1) For recommended suspensions of between and including three (3) and ten (10) days, the unit

member shall be afforded the opportunity to a pre-disciplinary meeting with the Superintendent or designee. However, all recommendations to suspend the unit member at this level must be approved by the Governing Board.

- (2) Unless waived by the unit member, following a pre-disciplinary meeting and/or review of a written response by the unit member, the Superintendent or designee may accept, reject, or modify the recommended action, provided that he/she cannot increase the proposed number of days for suspension.
- (3) Within five (5) business days of the pre-disciplinary meeting, the Superintendent/designee shall make his/her determination and issue a "Notice of Recommended Disciplinary Action" to the unit member, if a suspension will be imposed.
- (4) The "Notice of Recommended Disciplinary Action" shall be given by hand to the unit member or sent by regular and certified mail to the unit member's address on file and a copy shall be placed in the unit member's personnel file.
- (5) This notice shall inform the unit member of the number of suspension days to be imposed and of the proposed dates when the suspension will take effect.
- (6) In satisfaction of Government Code Section 54957(b)(1), the notice shall be served at least 24 hours in advance of the Board meeting where the Board will consider the complaints or charges in the "Proposed Notice of Discipline." The notice shall inform the unit member of date and time of said Board meeting. The notice shall advise the member of his/her right to be heard by the Board in either open or closed session. The Board reserves the right to discuss, deliberate and make its decision in closed session without the employee present.
- (7) The Board shall consider the "Notice of Proposed Discipline" during the closed session portion of a

regular or special board meeting. The unit member has the right to have a representative attend the meeting and represent him/her. However, the unit member must be present at the meeting or otherwise waives the right to address the Board.

- (8) If the Board determines to impose the recommended suspension of not more than ten (10) days, a "Notice of Disciplinary Action" shall be issued to the unit member and filed in his/her personnel file. The Notice of Disciplinary Action will advise the unit member of the causes and charges constituting the basis for the decision, the number of days of suspension that will be imposed and the dates when they will be imposed. The notice will advise the unit member that unless the unit member files a grievance within five (5) days of service of the Notice of Disciplinary Action, the Board's action will be implemented.
- (9) If the unit member files a timely grievance, the matter will then proceed to the Arbitration Level of the grievance article of this Agreement. Failure of the unit member to grieve the Board's decision within the specified time limit shall be deemed a waiver of his/her right to grieve. The Board's decision will then be implemented and shall become final and binding.
- (10) Subject to a timely grievance, the arbitrator shall consider the matter and render a written decision determining whether there is sufficient evidence to support the causes and whether the causes are sufficient to support the Final Determination of the Governing Board. The arbitrator may accept, reject, or modify the Board's action, provided that he/she does not increase the proposed number of days for suspension.

17.7 Involuntary Transfers In Lieu of Suspension: The District may initiate an involuntary transfer mid-year in lieu of a suspension where the unit member's conduct requires his or her reassignment to a different worksite. In such cases, the following procedures shall apply:

- (a) For recommended involuntary transfers pursuant to this Article, the unit member may appeal the recommendation at a meeting with the Superintendent or designee.
- (b) The Superintendent or designee may accept, reject, or modify the recommended transfer. The Superintendent shall determine the effective date of the involuntary transfer, if it will be imposed.

17.8 Nothing in this Article shall prohibit the District from instituting discipline, up to and including dismissal, pursuant to the Education Code. Such actions are specifically excluded from the operation of this Article, and discipline under this Article shall not be regarded as a precondition to proceeding with discipline under the Education Code.

ARTICLE 18 SICK LEAVE

- 18.1 Unit members shall be granted sick leave earned at the rate of one (1) day for each month of employment, in effect ten (10) days per year, as per Education Code Section 44978. This sick leave shall be cumulative month by month, but each year, leaves shall be credited and be available as of the first workday of that particular year.
- 18.2 A unit member who works less than five days per week in a school year shall earn and accrue sick leave on the basis of one (1) day of sick leave for each twenty (20) days of employment.
- 18.3 Order of Use: In the event of illness/disability, the employee shall utilize sick leave in the following order:
- (a) Use balance of current year's sick leave.
 - (b) Use accumulated sick leave.
- 18.4 Exhaustion of Sick Leave: Pursuant to Education Code Section 44977, after the exhaustion of leave under 18.3(a) and 18.3(b) above, for a period of up to five (5) additional school months (100 days), unit members shall receive their salary minus the lowest current daily rate for a full day substitute. A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before a five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year

for the same illness or accident. The unit member's health and welfare benefits shall remain in effect during this period.

18.5 Verification of Illness: When a unit member takes sick leave of three (3) or more consecutive days, the immediate supervisor or designee may require a written verified statement from the treating physician, certifying the unit member is unable to perform the duties of the position and providing an estimate of the time required for the unit member's recovery.

- (a) At reasonable intervals thereafter, the District may require from the employee additional and similar written verified statements from the treating physician.
- (b) Similar verifications may be required where leave is needed to care for a family member, pursuant to this Article, to verify the family member's illness/injury and anticipated duration of condition.

18.6 Advance Notice of Anticipated Illness/Disability: In the event of anticipated incapacity or disability (surgery, childbirth, etc.) the unit member shall notify the Certificated Human Resources Office in writing of the expected absence on the District provided form. Such notification shall be from the unit member's treating physician and shall include the anticipated beginning date of leave and the anticipated date for return to duty. Whenever possible, such notification shall be provided at least twenty (20) days prior to the scheduled incapacity or disability.

18.7 Manner of Sick Leave Deduction:

Sick Leave Deductions for PK-6 Worksites: Unit members at PK-6 worksites who are absent for four (4) hours or less (either before 11:45 a.m. or after 10:45 a.m.) shall have deducted one half (1/2) day from their available sick leave. If the absence exceeds more than four (4) hours, the unit member shall have a full (1.0) day deducted from their available sick leave.

Sick Leave Deductions For 7-12 Worksites: Unit members at 7-12 worksites, who are absent for two hours or less (approximately 1 or 2 class periods) shall have the equivalent of 1/6 or 1/3 of their day deducted from their available sick leave. Unit members who are absent for 3 hours (approximately 3 periods) shall have 1/2 of their day deducted from their available sick leave. Units members who are

absent more than three (3) hours (approximately 3 periods) shall have a full day deducted from their available sick leave.

Unit members shall be responsible for reporting their absence as far in advance as possible using the District protocols.

18.8 Catastrophic Leave Bank: In the event of a catastrophic illness or injury to a unit member or his/her immediate family member (spouse, registered domestic partner, dependent child under age 21, and/or parent), a sick leave bank may be established.

- (a) "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work and creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other fully-paid time off.
- (b) To receive catastrophic leave, the unit member must:
 - (1) Have exhausted all of his or her fully paid sick leave credits, including any temporary disability benefits, if applicable. If the leave is to care for a family member as specified above, the donated leaves shall be used after the unit member exhausts available leave under Section 18.9 (Use of sick leave for family illness) and Article 22 (Personal Necessity).
 - (2) Submit a request to the Certificated Human Resources Office that eligible leave credits be donated and provide verification of catastrophic injury or illness to himself or family member.
 - (3) If a unit member is incapacitated, requests for sick leave credits may be submitted by the unit member's agent or member of his/her immediate family.
- (c) Procedure for Donating Sick Leave Credit
 - (1) Upon receipt of a verified request for catastrophic sick leave credits, the District shall send out notices to all District employees to seek donations to the

catastrophic leave bank for the requesting unit member.

- (2) Unit members with a minimum of fifteen days of earned and accrued sick leave, may donate only days in excess of those fifteen days up to a maximum of five (5) days of their accumulated and unused sick leave per request for any District employee.
- (3) A unit member shall be limited to receiving a maximum of fifty (50) days per catastrophic illness or injury.
- (4) Donated leave credits shall be used in order of donation. Unused donated leave shall be returned to the unit member who actually donated the leave in reverse order of donation.
- (5) Such forms as may be necessary to properly document and administer the provisions of this section shall be provided by the District.

18.9 Use of Sick Leave for Illness of Family Members

- (a) In any calendar year a unit member may use sick leave to tend to an illness of a child, parent, spouse, registered domestic partner, sibling, grandparent, aunt or uncle of the unit member or other family member living with the unit member. All conditions placed on the use of sick leave for the illness of unit members shall apply to the use of sick leave to tend to such family members.
- (b) Nothing in this section shall increase the amount of sick leave available to the unit member.

ARTICLE 19 LEAVE FOR PREGNANCY DISABILITY

- 19.1 Unit members are entitled to use sick leave, as set forth for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but

shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

- 19.2 The immediate supervisor or designee may require a written verified statement from the employee's physician, certifying that the unit member is medically unable to work and that the disability is caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

ARTICLE 20 INDUSTRIAL ACCIDENT LEAVE

- 20.1 According to the provisions of the Education Code, unit members shall be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- 20.2 Such leave shall not exceed sixty (60) days, during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 20.3 The District has the right to have the unit member examined by a physician designated by the District or its insurance carrier to assist in determining the length of time which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 20.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's insurance carrier, which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
- 20.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall be entitled to and shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

- 20.6 In the event the Industrial Accident Leave exceeds sixty (60) days, the provisions of Article 18.3 shall apply.

ARTICLE 21 BEREAVEMENT LEAVE

- 21.1 A unit member shall be entitled to a maximum of four (4) days leave of absence, if the leave will be taken within the county of residence, or a maximum of five (5) days leave of absence, if the leave will be taken outside the county of residence, without loss of salary on account of death of any member of his/her immediate family.
- 21.2 For purpose of this provision an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, aunt or uncle, son, son-in-law, daughter, daughter-in-law, brother, sister or brother-in-law or sister-in-law of the unit member, registered domestic partner or any relative living in the immediate household of the employee. One additional day of leave may be granted at the discretion of the Building Administrator.
- 21.3 A unit member shall notify the District, as soon as possible, of the need for and also state the expected duration of the absence to enable the District to secure a substitute.
- 21.4 Immediately upon return, a unit member shall verify in writing that bereavement leave was used only for the purpose set forth in 21.2.

ARTICLE 22 PERSONAL NECESSITY

- 22.1 A maximum of eight (8) days of absence earned for sick leave may be used annually by the unit member for any combination of circumstances that call for immediate action. This does not include mere matters of personal convenience provided for in Article 26: Leaves Without Pay.
- 22.2 For purposes of this Article, "immediate family member" only includes spouse, child, parent, sibling, grandparent, aunt or uncle, registered domestic partner, or other family member living with the unit member.
- 22.3 Examples of matters of a personal necessity leave under this Article are:

- (a) Death of a member of the unit member's immediate family member when additional leave is required beyond that provided in the Bereavement Leave provisions of this Agreement.
- (b) Accident involving the unit member's person or property, or person or property of an immediate family member.
- (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- (d) Personal business of a nature that cannot be taken care of before or after duty hours or on weekends.
- (e) To be with an immediate family member who is diagnosed with a terminal illness or injury or otherwise facing impending death. Includes transporting a family member living with the unit member to see their own immediate family member under similar circumstances
- (f) To attend the graduation exercises, an official ceremony of the federal, state or local government to award or recognize a unit member's immediate family member.
- (g) To register and/or move-in a unit member's teen-aged child for their first year of college attendance. Not to exceed two (2) days, unless travelling out of state with the Superintendent's approval.
- (h) To attend the wedding of an immediate family member, not to exceed two (2) days unless travelling outside of state with the Superintendent's approval.
- (i) Any other reasons approved by the Superintendent/designee.

22.4 The District may require verification/proof of the personal necessity on the District's Employee Absent Report form.

22.5 Each unit member may utilize no more than three (3) of the eight (8) total annual personal necessity leave days for personal business, without needing to provide a reason. If a unit member wishes to use more than three (3) personal necessity leave days for reasons other than those outlined in Article 22.3, the unit member may request

additional days from his or her supervisor. If the unit member is not satisfied with the decision of the supervisor, he or she can appeal to the Executive Director of Certificated Human Resources and the President of the Union. Their decision shall be final.

ARTICLE 23 JURY DUTY

- 23.1 Unit members shall be provided up to thirty-two (32) days leave for regularly called jury duty service without loss of pay per year. Upon receipt of notice of jury duty (Juror Summons) and determination of date(s) of service, the unit member shall inform his/her supervisor of the anticipated service date(s). The unit member shall thereafter indicate his/her absence(s) using the District substitute management system.
- 23.2 While at jury duty, the unit member shall obtain a Confirmation of Appearance for Jury Duty form from the court to verify their service date(s).
- 23.3 Unit members are required to return to work during any day in which jury duty services are not required.
- 23.4 The unit member shall not volunteer for additional jury duty beyond the normal legal requirement.
- 23.5 If the unit member serves on a jury for more than one (1) day, the unit member shall submit evidence of pay received for his/her jury service and the District shall deduct any amount paid to the unit member for jury service from his/her jury duty pay from a subsequent salary warrant.

ARTICLE 24 CIVIC PARTICIPATION LEAVE

- 24.1 Upon request, a unit member shall be granted such leave without pay.
- 24.2 Such leave includes, but is not limited to, the following:

- (a) Election or appointment to an office in the federal, state, county, municipal government, or school board thereof.
- (b) The unit member shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter.
- (c) Civic participation leave shall be granted for a maximum of three years or one term of office, whichever is less.

ARTICLE 25 PROFESSIONAL LEAVE

- 25.1 The District recognizes the need for unit members to travel outside the District for purposes of attending conferences, workshops, institutes, school visitations, and other meetings related to the teaching profession. In order to encourage voluntary participation, the District may grant leave to unit members for voluntary attendance at recognized state or national education meetings held within the State of California.
- 25.2 Such leave shall be arranged by prior written request to the District so that proper arrangement can be made for substitutes. Cost of said substitutes shall be paid by the District.
- 25.3 Advance notices of conferences may be obtained from the Assistant Superintendent of Educational Services. The District shall post notices of state and national meetings at each school site. Selection for voluntary attendance at said meetings shall be on a first come first served basis. Selection shall be made on a rotational basis in order that all unit members have the opportunity to attend said meetings.
- 25.4 If the District requires a unit member to attend an educational meeting, the District shall reimburse said member for agreed upon expenses incurred, i.e., transportation, lodging, meals, registration, and other fees.
- 25.5 Any unit member attending said educational meetings shall suffer no loss of salary nor shall the days be deducted from accumulated sick leave or any other provision.
- 25.6 When approved unit members have elected to attend recognized state or national education meetings at their own expense, the District shall pay for the substitute and will not deduct from any accumulated leave time from said member.

- 25.7 The Union president shall be granted a minimum of three (3) activity periods or 60% release time, and placed on a one hundred ninety-two (192) day calendar. The manner of annual use shall be determined in advance of a school year by the District and Union, for example (3) activity periods if at a secondary site or a designated full or partial day release schedule. No accumulated leave time shall be deducted from said Union president.
- 25.8 The Union shall be granted a total of forty (40) hours for the Union President and/or the Union President's designee(s), to attend to union business such as grievance processing, representing unit members on disciplinary issues, and labor contract management meetings with the District. This leave is subject to advance notice and adequate substitute availability. The cost of any substitute shall be borne equally by the District and the Union.

ARTICLE 26

LEAVES WITHOUT PAY / PART-TIME LEAVE

Leave Without Pay

- 26.1 Leaves of absence for reasons not covered in other provisions of this collectively bargained agreement (leave without compensation, increment, or tenure credit) may be granted, for a period to be determined by the Superintendent or his or her designee. These may be granted upon advance application to the Superintendent or his or her designee, and approval by the Board of Trustees. Prior approval is mandatory except, if an emergency arises which makes it impossible for a unit member to obtain prior approval, the unit member must telephone the District call-in number and describe the details of the emergency. The Superintendent or designee, shall submit the request for leave to the Board of Trustees with a recommendation to either ratify or deny the leave. Examples of permissible leaves of absence without pay are:
- (a) Outside commercial interests or commitments of the unit member and his/her spouse;
 - (b) Conventions, meetings, workshops, outside of the field of education;

- (c) Socially oriented activities — including graduation exercises, marriages, weddings, and award presentations of family members other than for immediate family members as provided in Article 22;
- (d) Except as provided for in Article 22, unit members' or unit member's family member's college attendance and/or registration;
- (e) Matters of personal convenience;
- (f) Participation outside of the District as a consultant or as a workshop participant;
- (g) Child rearing, beyond what is provided by law;
- (h) Additional leave following exhaustion of other applicable paid and unpaid leaves.

26.2 Following the Board's consideration of the request, the Superintendent or designee shall issue a written notice to the unit member informing him/her whether the request was accepted or denied and of the duration of the additional leave.

26.3 Unit members on leaves without pay may maintain health and welfare benefits at their own expense, as permitted and/or required by law and by the District's insurers.

Part-time Leave

26.4 The purpose of an unpaid leave of absence, for that portion of the assignment the employee wishes to be on leave, will be granted only for full-time, permanent employees desiring part-time service. The part-time leave is contingent upon an adequate replacement teacher being timely obtained. The teacher shall be notified that their leave has been approved or denied by June 1st.

26.5 The leave will be granted for one (1) year, on a year-to-year basis, and must be renewed annually.

26.6 Employees requesting a part-time leave shall submit their leave applications to the Certificated Human Resources Office no later than March 1st of the school year prior to the requested leave.

- 26.7 The maximum part-time leave shall be equal to one-half of the unit member's required full-time contractual day.
- 26.8 The District agrees to make a good faith effort to have the assignment of part-time teachers contiguous with the beginning of first period. If that schedule is not feasible, the principal shall meet and explain the assignment to the teacher requesting the part-time leave.
- 26.9 The unit member's salary and benefits shall be pro-rated equal to the part-time employment s/he would be earning if s/he were a full-time employee.
- 26.10 A unit member who is on a part-time leave shall participate in adjunct duties and responsibilities outside of the classroom prorated to the proportion of full-time employment. These duties include but are not limited to: staff meetings, professional development, parent/guardian conferences, collaboration, and training.
- 26.11 Employees on a part-time leave greater than 50% shall be granted sick leave earned at the rate of one (1) day for each month of employment, in effect ten (10) days per year, as per Education Code Section 44978. This sick leave shall be cumulative month by month, but each year, leaves shall be credited and be available as of the first workday of that particular year. Deduction of sick leave shall follow 18.7. At the end of the school year the days not used, or days used over 10 shall be multiplied by the percent of full time employee they served to correctly adjust accumulated sick leave.
- Example for less than 10 days used- .80 FTE:
 - Granted ten (10) days at start of year
 - Uses four (4) days throughout the year, deducted at one (1) day per.
 - Six (6) days remaining at the end of year, multiplied by .80 = 4.8 Days
 - Accumulated sick leave shall be adjusted accordingly, in this case it will be reduced by 1.2 days (6.0-4.8).
 - Example for more than 10 days used- .80 FTE:
 - Granted ten (10) days at start of year
 - Uses fourteen (14) days throughout the year, deducted at one (1) day per.
 - Four (4) days in excess of the ten (10) where used at the end of year, multiplied by .80 = 3.2 Days

- Accumulated sick leave shall be adjusted accordingly, in this case 0.8 days shall be added back to the sick leave total (4.0-3.2).

26.12 Employees on a part-time leave of 50% or less shall be granted sick leave earned at the rate of one (0.5) half day for each month of employment, in effect five (5) days per year, as per Education Code Section 44978. This sick leave shall be cumulative month by month, but each year, leaves shall be credited and be available as of the first workday of that particular year. Deduction of sick leave shall be one half (0.5) day deducted for each absence.

ARTICLE 27 PROFESSIONAL DEVELOPMENT

27.1 Professional Development (PD) shall take place on two (2) days that have been mutually agreed upon, and placed on the calendar by the District and the Union. Professional Development shall be scheduled between 8:00 AM and 3:00 PM with one (1) hour lunch break.

27.2 The focus of the two (2) calendared Professional Development days shall be determined at the District level in collaboration with the school site leadership and their Instructional Leadership Teams (ILT).

27.3 Any recommended work teachers are asked to complete outside of Professional Development (e.g. reading an assigned chapter or article) shall be voluntary and compensated at the hourly rate. The number of hours needed to complete the assignment shall be mutually agreed upon by the administrator and Union.

27.4 A minimum of ten (10) minutes shall be allocated at the end of all Professional Development for participants to evaluate the PD. Evaluation results shall be shared with the site Instructional Leadership Team and the Union President or designee.

27.5 Each site shall have an Instructional Leadership Team (ILT). In addition to site administration the make up of the team shall be:

- Elementary Sites:

Representatives	Group
1	PK,TK,K

1	1,2
1	3,4
1	5,6
1	Special Education
1	Union
1	Additional
7	Total
+1	Schools with 15-20 Teachers
+2	Schools with 21-25 Teachers
+3	Schools with 26+ Teachers

- Isbell Middle School

Representatives	Group
1	English
1	Social Science
1	Math
1	Science
1	PE
1	Electives/ELD
1	Special Education
1	Union
2	Additional
10	Total

- Santa Paula High School

Representatives	Group
1	English
1	Social Science
1	Math
1	Science
1	PE
1	CTE
1	Visual and Performing Arts
1	World Language
1	Special Education
1	Union
4	Additional
14	Total

- Renaissance/Independent Study

Representatives	Groups
2	RHS
1	Independent Study
1	Union
4	Total

- Representatives from each group shall be selected from applications received. If there is only 1 applicant from a group, that applicant shall be selected. If there is more than one applicant from a group, the applicant who has not served most recently will be selected. In

- the event of a tie in when an applicant has served, the tiebreaker will be the most senior teacher.
 - The additional representatives shall be selected by the site administrator from the applications received.
 - The representative for the Union shall be appointed by the Union after all other representatives have been selected. It is not necessary for the Union representative to submit an application. If the appointed Union representative is already on the ILT the site administration may select an additional representative.
 - If the minimum number of representatives for each group cannot be met due to lack of interest, the ILT shall move forward.
- (a) Human Resources shall post openings with an application annually in order for the team members to be selected for each site by the second workday of the school year. Selection shall be made by the site principal. In the event a unit member is not selected for the opening, the applicant shall be provided, upon written request, the reasons(s) and may appeal the decision to Certificated Human Resources.
- (b) Each team member shall be compensated at the hourly rate, not to exceed twenty five (25) hours per year. Requests to exceed the hours in a month must be approved by the Union.

ARTICLE 28 JOB SHARING

28.1 Procedure. Each application shall be made to the Superintendent and shall contain the following:

- (a) Names of the employees who desire to participate in the job-sharing;
- (b) Preferred assignment or current assignment as appropriate;

- (c) Statement of preference such as half-time all year, or full-time half year;
- (d) Statement of understanding of salary for each employee during participation in the program;
- (e) All applications require recommendation of the principal and approval of the Superintendent and submittal to the Superintendent by March 1 of each year.
- (f) Salary and health and welfare benefits for participants shall be prorated in proportion to full-time employment.

28.2 Approval. Approval of any continued job-sharing program shall be within the discretion of the District on a year-by-year basis.

28.3 Discontinuance. If the job-sharing participants elect not to continue the program for the following school year, or the District elects not to approve the continuance of the job-sharing program, those teachers shall be returned to full-time teaching assignments.

28.4 Selection and Transfer. When a job-sharing program has been discontinued by the District or the affected teachers, the selection and transfer to new full-time teaching assignments shall be on the basis of Article 9, "Transfer Procedures".

28.5 Compensation. Job-sharing participants shall earn salary schedule increases proportionate to the time spent in relation to regular full-time teachers.

28.6 Seniority Status. All job-sharing participants shall maintain or acquire seniority and tenure in proportion to the time they have been teaching in a job-sharing program to that of a full-time teaching assignment. This means that a job-sharing participant shall earn one full day of seniority for each two half days participation in a job-sharing program.

28.7 Responsibility. All job-sharing participants shall participate in adjunct duties and responsibilities outside of the classroom prorated in proportion to full-time employment; this includes staff meetings, in which the attending teacher shall be responsible for sharing staff meeting agenda items with the absent teacher.

- (a) Both teachers who job-share shall, at a minimum, work the first day of school; keep a communication log to report any unusual occurrences or problems relating to children, parents, and/or school activities; maintain regular written communication with parents and attend all parent conferences for at least the first quarter.

ARTICLE 29

K – 12 LESSON PLANS

- 29.1 Supervisors may request to view Lesson Plans prepared by teachers. The format of these Lesson Plans is at the discretion of the teacher.
- 29.2 Permanent unit members may be required to submit Lesson Plans if there is reasonable cause to believe that the teacher is having difficulty in adequately planning educational activities as observed and documented by the supervisor. Where such plans are required, the format shall be decided by mutual agreement between the employee and supervisor.
- 29.3 Probationary teachers may be required to submit written Lesson Plans.
- 29.4 Whenever a teacher is required to submit written Lesson Plans for administrative approval, the unit member shall be provided up to two half-days of District support during their assigned work hours for the writing of those plans and review, if such review is required by the supervisor.
- 29.5 Written Lesson Plans, as well as classroom observations, shall be used to demonstrate the adequacy of planning, where such plans are required under sections 29.1 through 29.4 above.
- 29.6 For the purposes of this section, "supervisor" shall mean the principal or assistant principal assigned to the school location or the appropriate immediate supervisor at the District Office level, i.e., Executive Director, Special Education and Student Support Services, Director of Special Projects or Assistant Superintendent Educational Services.

ARTICLE 30 SALARY

30.1 A maximum of ten (10) years' prior experience shall be recognized for previous teaching/counseling experience in a public school or a private school while credentialed.

- (a) Effective July 1, 2026, the District shall recognize up to seven (7) full years of verified PK-12 classroom teaching experience earned while teaching in private schools for salary placement purposes, even if the instruction was performed without a California teaching credential.

Recognition for private-school teaching experience shall not be applied retroactively for salary adjustments. However, if the addition of the verified experience changes the teacher's placement on the salary schedule and is submitted prior to the first day of the school year, the District shall adjust the teacher's placement accordingly.

30.2 Speech and Language Pathologists, Mental Health Counselors, and Nurses with experience utilizing their licensure shall initially be placed on the certificated salary schedule using the chart below:

Years of Credentialed Service	Initial Placement on Salary Schedule
0-6	Step 7
7	Step 8
8	Step 9
9	Step 10
10+	Step 11

30.3 A maximum of five (5) years' credit shall be granted for military service.

30.4 Units credited as a basis to move from column to column must be:

- (a) Upper division or graduate semester units from nationally accredited institutions;

- (b) Completed subsequent to the issuance of the last earned degree; and,
- (c) In courses specifically related to the educational program.
- (d) All courses must be verified to the District office by September 7th of each year.
- (e) The Superintendent or his/her designee may approve other courses for credit on the salary schedule if they meet the criteria set forth in 30.4c.
- (f) Courses completed during the employee's regular work hours may be counted for salary credit if the unit member pays for course unit credits or continuing education units ("CEU's").

30.5 The District shall pay the amounts set forth below for continuous consecutive service to the Santa Paula Unified School District, inclusive of any immediately prior consecutive service with either the Santa Paula Elementary School District or the Santa Paula High School District.

- (a) At the beginning of the twelfth year 4.0%.
- (b) At the beginning of the fifteenth year 5.5%;
- (c) At the beginning of the eighteenth year 7.0%;
- (d) At the beginning of the twenty-first year 8.5%;
- (e) At the beginning of the twenty-fourth year 10%;
- (f) At the beginning of the twenty-seventh (27th) year, 11.5%;
- (g) At the beginning of the thirtieth (30th) year, 13.0%.
- (h) At the beginning of the thirty-third (33rd) year, 14.5%.
- (i) At the beginning of the thirty-six (36th) year, 16.0%.

30.6 Unit members with a Master's Degree from an accredited institution shall receive an additional \$1,000.00 yearly.

30.7 Unit members with a Doctorate Degree from an accredited institution shall receive an additional 2.5% of their salary yearly.

- 30.8 All unit members shall be assigned to a step and column on the salary schedule and receive their daily rate of pay for each extra day of work beyond the teacher work year.
- 30.9 The hourly rate shall be incremental pay. Those unit members working fifteen (15) minutes or more shall be paid for thirty (30) minutes. Those unit members working thirty (30) minutes or more shall be paid for one hour.
- 30.10 Teachers working as instructors for an "*extended teaching assignment*", shall be paid at the hourly rate. Members who work during summer school programs shall be compensated at 1.5 times the hourly rate. Work that is scheduled at the employee's discretion or that can reasonably occur outside the defined summer school instructional window shall not qualify for the 1.5 times summer school rate.
- (a) For every assigned hour of instruction, the assignment shall be inclusive of a 15-minute paid preparation period. The time for the preparation period shall be blocked, either before or after the instructional period, i.e. in a two (2) hour assignment, 1.5 hours shall be of instruction and the thirty (30) minutes of preparation shall proceed or follow the instructional period.
 - (b) Preparation time shall not be provided for any Saturday school assignment.
 - (c) Extended teaching assignments shall include, but are not limited to: Summer School, Intersession, Intervention, RtI, ASPIRE, Home/Hospital Teacher, staff development presentations, and independent study.
- 30.11 At the PK-6 school sites, whenever a unit member agrees to cover more than half of another teacher's assigned class because no substitute has been provided, the teacher providing coverage shall be paid at the rate of two hundred twenty-five (\$225) per day. If a unit member covers more than half of a class for a portion of the day, the teacher providing coverage shall be paid at the rate of forty-five dollars (\$45) for each hour or part thereof (example: 1 hour and 15 minutes = 2 hours of pay).
- Unit members at the PK-6 sites, who agree to increase their normal workload by accepting a portion (half or less) of the students assigned to an absent employee in order to cover a class when no substitute is

available, shall be paid at the rate of \$150 per day if covering for more than half the day. If a unit member covers a portion of a class for a portion of the day, the teacher providing coverage shall be paid at the rate of thirty dollars (\$30) for each hour or part thereof (example: 1 hour and 15 minutes = 2 hours of pay).

- 30.12 Unit members at secondary sites, who agree to increase their normal workload by accepting more than half of the students assigned to an absent employee when no substitute is available, shall be paid at the rate of \$45.00 for each class period or \$25.00 for each thirty (30) minute period. Block periods shall count as two (2) periods, minimum day periods shall count as one (1) period, and Advisory shall count as a thirty (30) minute period. Unit members at secondary sites, who agree to increase their normal workload by accepting a portion (half or less) of the students assigned to an absent employee when no substitute is available, shall be paid at the rate of thirty dollars (\$30) for each class period. Block periods shall count as two (2) periods, minimum day periods shall count as one (1) period, and Advisory shall count as a thirty (30) minute period.
- 30.13 Should a 6-12 unit member be requested and perform as a substitute for an absent teacher's regularly scheduled class or agrees to teach a class during their preparation period, such unit member shall receive compensation at 1.5 times the hourly rate. The District retains the right to seek substitute help from outside the unit membership at all times.
- 30.14 Should a 6-12 unit member agree to teach in addition to their regular assignment, such unit member shall receive compensation at one-sixth (1/6th) of his/her per diem rate.
- 30.15 Elementary teachers assigned to a combination class shall receive an additional \$1,500 stipend annually. This stipend shall be paid as follows 50% by mid-year and 50% by the end of the school year.
- 30.16 Any teacher who possesses a bilingual authorization (such as a BCLAD) and is assigned to a position requiring a bilingual authorization shall receive a \$1,500 stipend annually.

The Santa Paula Unified School District and the Santa Paula Federation of Teachers #2071 agree to the following enhancements for Article 30. Should any other bargaining unit receive an increase greater than the agreed upon enhancements below, the District shall extend the same offer to SPFT.

30.17 The District shall provide a \$2,000 case management stipend per year for Special Education teachers working in a Special Education assignment. This stipend shall be paid in equal installments over 10 months.

The Salary Schedule shall be increased by 1.075% for the 2025-26 school year.

ARTICLE 31 FRINGE BENEFITS

31.1 The District shall contribute \$15,000.00 per year, per unit member working 75% or more, toward the cost of providing health benefits. Health benefits include medical, dental, vision, orthodontia, and life insurance. For each unit member working less than 75% of full-time, the District shall pay a prorated amount of the health, dental, vision, and orthodontia coverage, and the full amount of the life insurance; the proration to be based upon the ratio to full-time employment. Coverage shall start on the member's first full month of employment (ie. new teacher's first full month is normally September). Teachers retiring, resigning, or leaving the District at the end of the school year shall have benefits through the end of August as long as they have made all of their tenthly contributions.

- (a) The District shall maintain at least one (1) Health Savings Account (HSA) Eligible Medical Plan offering with single, two-party and family coverage.
- (b) The District shall contribute up to \$2,000 (two-thousand dollars) towards supplementing the employee's portion of premium costs above the cap for any employee who elects to enroll in the identified HSA Eligible Medical plan at any level of coverage and contribute \$1,000 towards the employee's HSA account; or, the District shall contribute toward the employee's HSA the difference between the cap and the costs of the tiered rate for health benefits, a minimum of \$1,000 up to the maximum allowable IRS contribution for singles. The HSA amount shall be earned monthly, but paid out in two payments. The first payment will be 6/10ths of the total HSA contribution shall be deposited in January into the employee's HSA account. The

remaining 4/10ths of the HSA contribution shall be deposited in September into the employee's HSA account. New employees shall receive 4/10th of the HSA contribution deposited in September into the employee's HSA account or prorated thereafter, should they enroll in an HSA eligible account.

- (c) If two (2) employees of the district are married and eligible for health insurance their caps may be added together towards the cost of one medical plan covering both employees.
- (d) Employees who can demonstrate group coverage outside of the District are eligible to opt out of medical coverage. Eligibility must be demonstrated at every open enrollment period. Employees who opt out of medical coverage shall receive \$3,000 cash in lieu of medical coverage annually. Cash in lieu shall be divided into 10 equal payments and paid on the September through June pay cycles. In the event the Joint Powers Authority (JPA), by law(s), materially change on offering cash in lieu, the parties agree to meet and negotiate a mutually agreed upon resolution.

31.2 The District shall provide Term Life Insurance for each active unit member in the amount of \$30,000.00. An active unit member shall be defined as one who is recognized by the Board of Trustees as a current employee and is performing in his/her regular job duties. The death benefit amount shall be paid in accordance to the most recent Designation of Beneficiary form on file at the District Office. It is the unit member's responsibility to complete, submit, and revise, if so desired, the Designation of Beneficiary Form.

31.3 The Union has the right to create an Insurance and Benefits Committee. The Union will allow the District to attend meetings of said Committee.

31.4 Retirement

For purposes of this Article, "a year of service" is defined as working 75% of the days required by a unit member's contract of employment.

Except for unit members employed by the former SPUHSD on or before December 31, 2005, all other unit members who are fifty five years of

age or older, who have acquired a minimum of fifteen (15) years of consecutive service in a position requiring certification, who retire from STRS, are eligible for retirement benefits including a health insurance plan with major medical provisions, vision, and dental insurance, for five (5) years or until the retiree's 65th birthday, whichever comes sooner. For this period, the District shall provide the retiree with the health benefits outlined in 31.1 of the CBA at the time of their retirement. The retiree shall be responsible for any costs above that amount.

Current unit members employed by the former SPUHSD on or before December 31, 2005, who are fifty-five (55) years or older, who have acquired a minimum of ten (10) years of consecutive service in a position requiring certification, are eligible for these retirement benefits until the retiree's 65th birthday. For this period, the District ~~will~~ shall provide the retiree with the health benefits outlined in 31.1 of the CBA at the time of their retirement. The retiree shall be responsible for any costs above that amount.

31.5 Post Retirement Incentive Program:

This program offers certain benefits, described below, to retirees who apply for the program, meet its requirements, and who are selected to participate. Applications shall be directed to the Superintendent or designee by the first week in February of each year. Interviews of the applicants shall be held prior to March 1st. Applicants need not submit a retirement resignation prior to the interview.

- (a) Eligibility: All certificated personnel fifty-five years or older, who have acquired a minimum of ten (10) years of consecutive service in a position requiring certification, are eligible for the Post Retirement Program. An applicant may choose to enter the program and waive the twenty-five (25) days of service for one or more years by mutual agreement.
- (b) Annual compensation for post retirees shall be at a daily rate of two hundred fifty dollars (\$250.00) and shall begin after the STRS-required 180-day waiting period for post-retirement employment. Post retirees shall commit to serve a minimum of twenty-five (25) days per school year, unless waived by mutual consent, with the schedule to be mutually agreed upon between the retiree and the District. If a post retiree is unable to complete the full 25-day commitment, their compensation shall be prorated according to the number of days worked. After fulfilling the 25-day

service requirement, post retirees may continue working at the same daily rate of \$250.00 per day. In the event that the daily rate of pay for regular substitute teachers is increased from the 2025 rate of \$200 per day, the post retiree daily rate shall also be increased by the same dollar amount. Additionally all ~~post~~ retirees from Santa Paula Unified School District shall be compensated at the above daily rate for working in the District regardless if they are in the Post Retirement Program or not.

- (c) In further consideration, the following post retirement medical plan will be available.
 - (1) The District shall provide the retiree and their dependents (including spouse) with a health insurance plan with major medical provisions, vision, and dental insurance, until the end of the post retirement contract, for five (5) years, or the retiree's 65th birthday, whichever comes sooner. For this period, the District shall provide the retiree with the health benefits outlined in 31.1 of the CBA at the time of their retirement. The retiree shall be responsible for any costs above that amount.
 - (2) Contract: In order to be eligible for the Post Retirement Program the employee must retire from the School District.
 - (3) Persons providing services under this Program may be independent contractors or employees, depending on the nature of the services provided and the manner in which they are provided. The District and the post retiree shall agree upon the appropriate designation at the time the post retirement contract is entered into. Post retirees who provide services as independent contractors may be eligible to earn credit under Social Security, but must contribute to O.A.S.D.I. The District shall not make contributions to O.A.S.D.I. on behalf of retirees providing services as independent contractors.
 - (4) Post retirees shall be guaranteed annual renewable contracts for part-time service based upon the project(s) meeting a specific need of the District.

Projects shall be subject to annual review and meet any STRS requirements. Such contracts shall not be renewable after the fifth school year following the unit member's retirement or at the end of the school year in which the retiree reaches sixty-five⁶⁵ years of age, whichever comes sooner.

- (5) Under the terms of this plan, post retirees shall perform services appropriate for Certificated personnel. Such services shall be reviewed by the District and the retiree.
- (6) Long-term substitute teaching, if available, may be approved by the District. (Post retirees accepting positions as long-term substitute teachers shall be considered employees, not independent contractors, and are not eligible to contribute to O.A.S.D.I.)
- (7) Participation in the Post Retirement Incentive Program shall be purely voluntary on the part of the unit member. The post retiree may choose to discontinue the program at the end of any contract year. The contract year shall be July 1 through June 30. Failure to complete the required days of service during any annual period shall be a breach of contract and cause the agreement to terminate and release the parties from further obligation.
- (8) The Post Retirement Incentive Program will be reviewed annually by the Board of Trustees. In the event the program is discontinued through the negotiation process, it shall not affect those already under the plan.

31.6 If the best interest of the District would be served by encouraging the retirement of Certificated employees, the District may offer a retirement incentive of its choice including, but not limited to, a Golden Handshake, an annuity, SERP (Supplemental Early Retirement Plan) incentive or a cash incentive.

31.7 Retired employees may continue their health, vision, and dental insurance coverage to the age of 65, by paying the cost of such coverage, so long as the insurers will permit such coverage.

ARTICLE 32 WORKING ENVIRONMENT

32.1 General Conditions

- (a) The District shall make available a multi-purpose staff room and adults-only lavatory facilities.

32.2 Classroom Environment

- (a) Classrooms shall have necessary District-approved instructional materials and supplies to implement District programs.
- (b) The District shall equip each classroom and office using a District standardized list. (make a list and add to Appendix B)
- (c) The District recognizes that late student transfers can affect the classroom environment. Whenever a student is transferred from an outside district, from another school, or from a classroom within the same site, the receiving teacher(s) shall receive prior notification. The receiving teacher may request a meeting with the site administrator to provide input regarding the effects of the student transfer after the 10 day balancing period.
- (d) At all sites, whenever a student is enrolled in a classroom after the 10 day balancing period, the classroom teacher shall receive notice by noon of the previous instructional day before the student's arrival to allow the classroom teacher to accommodate the new student with appropriate furniture, and core materials including, but not limited to: textbooks, workbooks, or any other instructional materials provided to the other student(s) in the classroom.

32.3 Visitors to the Classroom

- (a) At all K-12 sites, whenever a parent/legal guardian would like to visit a classroom or to observe the classroom environment, there shall be a 24-hour notice to the classroom teacher or the teacher may offer an appointment time in lieu of a 24-hour notice.

- (b) Whenever a parent/legal guardian desires to visit a classroom or to observe classroom environment for more than one instructional period or one hour, whichever is greater, there must be a parent/legal guardian, teacher, and principal conference to identify the specific purpose for the observation. The intent is to prevent the disruption or interference with instruction, the teacher's delivery of instruction, and to prevent any harassment of personnel or students.
- (c) If a unit member believes that the presence of any person, including a parent/legal guardian or other visitor, interferes with the peaceful conduct of the activities of the school or disrupts the school or its pupils or school activities, including instructional activities, the unit member shall immediately inform the site administrator/designee. In light of the disruption and pursuant to authorities under the Education Code and Penal Code, the administrator shall request the parent/legal guardian or visitor to leave the classroom or school premises and shall contact law enforcement in response to any threats of physical harm towards students or personnel, as well as to any other willful disruption.

ARTICLE 33 WHISTLEBLOWER POLICY

- 33.1 Any unit member who, in good faith, reports ethics violations or suspected violations shall not suffer harassment, retaliation or adverse employment consequences.
- 33.2 An employee who retaliates against someone who has reported a violation in good faith is subject to discipline.
- 33.3 State Whistleblower statutes shall apply.

ARTICLE 34 DISTRICT RIGHTS

- 34.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and to exercise control of the District to the full extent of the law and the Constitution of the State of California and the United States including, but not limited to, the right to direct the work of its unit members, determine the time and hours of operation, and determine the kinds of levels of services to be provided and the

methods and means of providing those services, including entering into contracts with private vendors for service; to hire all unit members and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, or demotion and to promote, assign, and transfer all such employees; to establish educational policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number of kinds of personnel required in order to maintain the efficiency of District operations; and to build, move, or modify facilities; establish budget procedures and determine budgetary allocations and determine the methods of raising revenue.

- 34.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable state and federal law.
- 34.3 In addition to the foregoing, the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement, in case of emergency. The determination of whether or not an emergency exists shall be determined by the District or by either local, state or federal authorities or their designees; but shall be defined as a natural disaster or man-made disaster of equivalent dimensions, epidemics declared by appropriate medical officers, disasters mandated by the State Superintendent of Instruction, or conditions of war that would interfere with the regular course of education.

ARTICLE 35

SUPPORT OF AGREEMENT

- 35.1 This District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union and District will support this Agreement for its term and shall not appear before any public bodies to discuss changes or modifications in any matter subject to the meet and negotiate process, except by mutual agreement of the District and the Union.

ARTICLE 36
RULES GOVERNING AND FULL UNDERSTANDING OF THE AGREEMENT

36.1 Term: This Agreement shall be for a three-year term, beginning July 1, 2025, and shall remain in full force and effect through June 30, 2028, and thereafter shall continue on a year-to-year basis until a successor agreement is reached.

- (a) Unless expressly permitted in section 36.1(b) below, during the term of this Agreement, the Santa Paula Federation of Teachers waives and relinquishes the right to meet and negotiate and agrees that the Governing Board of the Santa Paula Unified School District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- (b) Express Reopeners During The Term of This Agreement: For the 2026-2027 and 2027-2028 contractual years, each party may request, and the parties shall meet and negotiate over, the following subjects: Article 30 (Salary), Article 31 (Fringe Benefits), up to two (2) other articles of each party's choice, and any other articles mutually agreed upon.

Negotiation on these reopeners shall begin not more than thirty days after the proposals are properly sun shined and an opportunity for public comment has occurred at a meeting of the District and negotiated until an agreement is reached or until an impasse has been declared to exist by either party in accordance with the EERA.

36.2 Negotiation of Successor Agreement and Amendments: Negotiation for a successor agreement and/or for proposed modifications and amendments shall begin not more than thirty days after the proposals are properly sun shined and an opportunity for public comment has occurred at a meeting of the District. Such negotiations shall continue until an agreement is reached or until an impasse has been declared to exist by either party in accordance with the EERA.

36.3 Full Understanding: This constitutes the full and complete agreement between the District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, District resolutions, practices, policies, and/or rules and regulations concerning terms and condition of employment inconsistent with these provisions.

- (a) Any individual employment contract between the District and a bargaining unit member shall be made consistent with the terms of this Agreement and subsequent labor agreements entered into by the parties.
- (b) If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- (c) Work and/or compensation reserved to the bargaining unit shall not be independently negotiated by a bargaining unit member unless agreed to by the District and the Union.

Executed on this 28th Day of August, 2025.

FOR THE SANTA PAULA FEDERATION
OF TEACHERS, LOCAL 2071

By: _____

Todd McWherter

FOR THE BOARD OF TRUSTEES OF
THE SANTA PAULA UNIFIED
SCHOOL DISTRICT

By: _____

Jeffery Weinstein

SPFT RATIFIED on 8/12/2025

Board APPROVED on 8/27/2025

APPENDIX A

SALARY SCHEDULE

PLEASE SEE DISTRICT WEBSITE FOR CURRENT SALARY SCHEDULE

APPENDIX B

CLASSROOM ENVIRONMENT LIST

THE DISTRICT AND UNION ARE CURRENTLY IN PROCESS OF CREATING THIS LIST

APPENDIX C

INFORMATION RE WEINGARTEN RIGHTS

WEINGARTEN RIGHTS

1. When the Guidelines Apply.

These guidelines apply to situations in which an administrator meets with a unit member to gather information about events which a unit member reasonably believes might result in disciplinary action.

2. Notice of the Subject of Inquiry.

When an administrator wishes to interview an employee concerning an event or situation which the administrator knows, or reasonably should know, may result in the imposition of discipline upon the employee, the administrator shall advise the employee of the subject of inquiry at the time that notice of the meeting is provided to the employee.

3. Timing of the Meeting.

The meeting will be scheduled at a time which will afford the employee reasonable time to arrange for the attendance of not more than two union representatives at the meeting, if desired. A reasonable time shall be defined as a minimum of 24 hours from the time the unit member is advised of the notice of the meeting or by mutual agreement of both parties.

4. The Union Representative's Role.

The union representative's role is to assist in developing the facts by:

- advising and consulting with the unit member
- bringing out pertinent facts
- clarifying issues
- requesting information from administrators.

The union representative's role is not:

- to answer factual questions for the unit member
- under usual circumstances, to "argue the case"

APPENDIX D

INFORMATION RE PAID PARENTAL LEAVE

PAID PARENTAL LEAVE FOR CERTIFICATED EMPLOYEES

Effective January 1, 2017 certificated employees will be entitled to paid parental leave under revised Education Code sec. 44977.5:

1. An employee may take "parental leave" for the birth of the employee's child, or placement of a child for adoption or foster care with the employee, within one year of the birth or placement. (Sec. 44977.5(f); California Code of Regulations Title 2, sec, 11090(d))
2. All certificated employees, including those employed for less than one year, may use up to 12 workweeks of current and accumulated sick leave for parental leave. (Sec. 44977.5(a)(1)) ***Note – an employee need not be CFRA-eligible in order to use his/her sick leave for parental leave. CFRA eligibility only applies under subsection (b). Thus, a first-year teacher could use all of his/her full-paid sick leave for parental leave.***
3. If an employee has less than 12 workweeks of sick leave and is still absent for parental leave, he or she will receive substitute differential pay for the remainder of the 12 workweeks if he or she (1) exhausts all full-paid sick leave; (2) has been employed by the District for at least 12 months; and (3) has not used 12 workweeks of family leave in the prior 12 months under the California Family Rights Act for this or another reason. (Sec. 44977.5(a)(2) and (d); Government Code sec. 12945.2(a) and (b))
4. An employee may only take 12 workweeks of parental leave during any 12-month period. Any paid leave used for this purpose counts as part of the 12 workweeks. (Sec. 44977.5(b))
5. If an employee does not want to exhaust his or her sick leave for parental leave, then he or she is not entitled to substitute differential pay for the remainder of the 12 workweeks. However, if the employee meets all of the CFRA eligibility criteria, he or she may still take unpaid child bonding leave under CFRA. ***Note – this is not clearly stated in sec. 44977.5 however, it is the result of subsection (b) which requires exhaustion of sick leave to get differential pay. Under FMLA and CFRA an employer cannot require an employee to use his/her sick leave for a reason other than the employee's illness. That is why an eligible employee could still take unpaid CFRA.***
6. An Employee is entitled to parental leave under this rule in addition to any leave taken while disabled by pregnancy, childbirth or related medical conditions.

(Government Code sec. 12945; California Code of Regulations Title 2, sec. 11093) ***Note – this means that an employee who gives birth may use all of her sick leave and 5 months while disabled by the pregnancy and still be entitled to 12 workweeks of child bonding leave.***

- 7.** If both parents are employed by the District, each employee shall be entitled to 12 workweeks of parental leave under the terms of this section. *Note – FMLA and CFRA have different rules about how to treat new parents who are employed by the same employer In order to comply with both and not violate other laws, each employee is entitled to 12 workweeks.*