



San Pasqual
- Union School District -

COLLECTIVE BARGAINING AGREEMENT

San Pasqual Elementary Teachers' Association
CTA / NEA

July 1, 2025 – June 30, 2027

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ARTICLE 1—AGREEMENT

- A.** The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the San Pasqual Union School District (Board) and the San Pasqual Elementary Teach Association, CTA/NEA (Association), an employee organization.
- B.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Act).
- C.** Except where stated otherwise, this Agreement shall be effective July 1, 2025 through June 30, 2027. Thereafter, the successor Agreements shall be in effect from July 1 to June 30 of the prescribed year(s).
- D.** Reopeners or amendments to this Agreement shall be provided for in Article 7 of this Agreement.
- E.** The Board shall, pursuant to Government Code, provide each bargaining unit member with a copy of this Agreement.

ARTICLE 2—RECOGNITION

The Board recognizes the Association as the exclusive representative of all certificated employees including temporary teachers. Excluded from the certificated bargaining unit are the Superintendent, all administrators serving in administrative capacity for more than fifty (50) percent of the work day, and daily substitute teachers.

ARTICLE 3—DEFINITIONS

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

ARTICLE 4—EMPLOYEE RIGHTS

- A.** The Board shall not unlawfully discriminate against any unit member on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, domicile, marital status, physical handicap, and membership in an employee organization or participation in the activities of an employee organization.
- B.** The District and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

ARTICLE 5—ASSOCIATION RIGHTS

- A.** The Association shall have the right to make use of school equipment, buildings and facilities normally used by unit members at all reasonable hours when such equipment is not otherwise in use.
- B.** The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards in the unit members' lunch/work room. The Association may use unit member mailboxes for communications to its members.
- C.** Authorized representatives of the Association shall be permitted to transact official Association business on school property so long as such activity does not interfere with the normal operation of the school, and after having first announced himself/herself at the office.
- D.** The Board shall, whenever possible, place on the agenda of each regular Board meeting as the first item for consideration under "new business" any matters brought to its consideration by the Association, provided that such matters are made known to the Superintendent's office three (3) business days prior to said meeting.
- E.** The Association shall have the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of the Board under the law.
- F.** The Association shall receive the equivalent of up to six (6) days per contract year of release time for Association business at the expense of the District not including scheduled negotiations with District. The cost of substitute only shall be provided by the District.

ARTICLE 6—DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

B. 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 then only to the extent such specific and express terms are in conformance with law. It is the intent of the parties that these rights shall not abridge Association Rights as guaranteed under the EERA.

C. The District retains its right to temporarily suspend policies and practices referred to in this Agreement in cases of emergency. Emergencies to be defined as such Acts of God as earthquake, flood, severe storms or other conditions threatening safety of children or staff.

ARTICLE 7—NEGOTIATION PROCEDURES

- A.** Per a 2-year agreement, negotiations are closed for the 2025-26 and 2026–27 school years.
- B.** Not later than May 15, 2027, the Association shall submit its initial proposal to the District for a successor Agreement.
- C.** Upon receipt of the written initial proposal(s) or the successor Agreement, arrangements shall be made pursuant to the provisions of the Educational Employment Relations Act, including the Public Notice Provisions, for meeting and negotiating to commence. The Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
- D.** Either party may utilize the service of outside consultants to assist in the negotiations.
- E.** The Board and the Association may discharge their meeting and negotiating duties by means of authorized individuals.
- F.** Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that meetings shall be held within five (5) days from receipt of a written request. The Association shall designate three (3) representatives who shall each receive a reasonable amount of released time without loss of compensation for meeting and negotiating.
- G.** The Board shall, upon request, furnish the Association with one (1) copy of all county and state required reports as soon as they are transmitted to the county or state, or within five (5) days, of such request. In addition, the Board shall provide copies of all other public information (such as budgetary) which it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative, as soon as it becomes available, or within five (5) days of the Association's request.
- H.** Not later than October 15, the District shall furnish the Association with the placement of unit members on the regular salary schedule as of October 1st.

ARTICLE 8—MAINTENANCE OF BENEFITS

The Board shall not reduce or eliminate any benefits and/or negotiable benefits, which were enjoyed by unit members prior to the effective date of this Agreement, including benefits attributed to the past practice of the District, unless otherwise provided by the express terms of this Agreement.

ARTICLE 9—CONCERTED ACTIVITIES

A. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the San Pasqual Elementary Teachers' Association, CTA/NEA, or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

B. The San Pasqual Elementary Teachers' Association, CTA/NEA, recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the San Pasqual Elementary Teachers' Association, CTA/NEA, the Association agrees, in good faith, to take all necessary steps to cause those unit members to cease such action.

ARTICLE 10—GRIEVANCE PRODECURES

A. Definitions

1. A “grievance” is a claim by the Association or from one or more unit members that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, or a violation, misapplication or misinterpretation of any Board policy, practice or regulation relating to the terms of this Agreement.
2. A “grievant” is the person or persons, including the Association or representatives thereof, making the claim.
3. A “party in interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. A “Conferee” is any unit member other than the Association Representative.
5. A “Day” means days during which unit members are required to be in attendance at school.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems, which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the process.
2. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement and that the Association has been allowed to review the proposed adjustment and to state its views.
3. Any time limits set forth under this procedure may be extended or reduced by mutual agreement.
4. If a grievance arises from the alleged violation, misapplication, or misinterpretation of the Agreement by the Superintendent, the grievance shall be presented initially at Level Two.

C. Procedure

1. Level One - Informal

An aggrieved person will first discuss the grievance informally with the immediate supervisor. The grievant may have a conferee and/or an Association representative present at this meeting. If no resolution at the informal level the District must notify the grievant.

2. Level Two - Formal

If the attempt to resolve the grievance at the informal level is not successful, the unit member may submit the grievance on a District grievance form. (Appendix C) The District form shall contain a clear and concise statement of the grievance, the circumstance involved, the decision rendered at the informal level and the specific remedy sought. The formal grievance shall be submitted to the Superintendent within twenty (20) working days of when the unit member or Association is notified of the unsuccessful resolution of the grievance at the informal level. The Superintendent shall communicate a written decision to the unit member within ten (10) working days after receiving the grievance.

3. Level Three - Mediation

If the unit member is not satisfied with the Superintendent’s written decision, the unit member may request the Association to submit the grievance to the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance. Unless the unit member’s written request for mediation is presented to the Superintendent no later than ten (10) working days after receiving the Superintendent’s written decision, the grievance shall be deemed resolved.

The mediation process shall be completed within thirty (30) work days of the request for mediation. Time lines for the completion of mediation may be extended by mutual agreement of the parties.

4. Level Four - Arbitration

a) If the grievance is not resolved in the mediation process at Level Three, the grievant may request the Association submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) working days of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request.

b) Within ten (10) days, if the parties cannot agree upon the selection of an arbitrator, the Association shall contact the California Conciliation Service and request the appointment of a neutral arbitrator.

c) The fees and expenses of the Arbitrator and the hearing shall be borne equally by the district and the Association. All other expenses, including fees for witnesses, conferees, a court reporter and transcripts, shall be borne by the party incurring them.

d) The grievant and an Association representative shall be provided release time for any hearing.

e) The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission statement, the Arbitrator shall determine the issue by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the Arbitrator shall rule on the arbitrability of the issue.

f) The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

g) After a hearing and, if so stipulated, after both parties have had an opportunity to make written arguments, the Arbitrator shall submit in writing, within sixty (60) calendar days, his/her decision to all parties. The decision of the Arbitrator shall be binding.

ARTICLE 11—CLASS SIZE

- A.** The District shall strive to insure that class sizes shall not exceed the prescribed State maximums.
- B.** The District recognizes the additional responsibility that is placed on unit members when children who have special needs are placed in their class. The District will strive to reduce class size and/or provide assistance in those classes where students are placed who have been identified as having special needs.
- C.** If a District class exceeds the prescribed State maximum for a period of twenty (20) consecutive school days, the District shall implement one of the following options:
 - 1.** Re-assignment or re-scheduling of students;
 - 2.** Hiring of additional unit members.

ARTICLE 12—REASSIGNMENT PROCEDURES

A. Definitions

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

B. Voluntary Reassignments

1. Unit members may initiate their own reassignment by submitting a written request to the District Superintendent. Forms will be emailed by the District to all unit members by March 1st. In order to ensure consideration for placement in a new position for the coming school year, a unit member's written request for reassignment must be submitted by March 15th.

a) The request shall be effective until the following March 15th.

2. Written requests for reassignment may be submitted at any time during the District's regular office hours.

3. Unit members who have submitted the required form for a voluntary reassignment shall be notified of any certificated openings as soon as they come to the attention of the District. Only unit members who submitted the voluntary reassignment request will be considered for the certificated opening. The Administration shall make reasonable effort to notify all unit members who have a form on file requesting transfer to the vacant position. The District will attempt to contact unit members who have a completed reassignment request on file via District email. If no response is received from the Unit member, the District will attempt to contact the Unit member through the telephone number provided. Unit members will have three (3) business days to notify the District to receive consideration for the vacant position. If the vacancy occurs within eight (8) days before or after the start of a new school year, unit members will have twenty-four (24) hours to receive consideration for the vacant position after the District has made reasonable effort to notify all unit members who have a grade level preference form on file requesting interest in the vacant position.

4. The District shall post notice of all known certificated vacancies as soon as they come to the attention of the District

5. If a unit member's request for voluntary reassignment is denied, he/she shall be granted, upon request, a meeting with the administrator to discuss the reasons for the denial.

6. No position shall be filled until after the closing date for applications as specified on the notice of vacancy.

7. Currently employed certificated staff members who have applied for and are qualified for a vacant position in the District's teaching staff shall receive first consideration for the position prior to the employment of anyone from outside the District, except as mandated by federal or state employment guidelines.

8. When two or more unit members apply for and are qualified for a position declared vacant by the District, the following criteria shall be considered in selecting the individual to fill the position:

a) Experience and recent training of the staff member compared to other candidates for the position to be filled.

b) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates which are in particular demand for the position in question.

c) Credential requirements.

d) The best interests of the District's educational programs.

e) If the above factors are, for all intent, equal between two or more candidates for a position, the person with the greatest seniority in the District will normally be given consideration in filling the vacancy.

District-wide seniority.

9. A permanent unit member shall be given the first consideration to fill a temporary vacancy created by another permanent unit member taking a leave of absence. Such change of assignment shall be for one (1) year. When the unit member on leave returns to active employment, the unit member will be placed in a teaching position for which he or she is certified to teach. In the event more than one (1) unit member applies for a temporary vacancy, the criteria specified in Section 8 above, shall be used to determine who should fill the position.

C. Involuntary Reassignment and/or Involuntary Room Change

1. The Superintendent may make involuntary reassignments in accordance with the established educational goals, staffing requirements of the District and the best interests of the District's educational programs. Reassignments shall not be used as a disciplinary measure or for the purpose of harassment.

2. Unit members shall be given notification of any administrative order that they be reassigned for the coming school year and, excepting emergency or unforeseen circumstances. Such notification shall normally be provided by June 15.

3. Should the reassignment of a unit member become necessary at any time after two (2) weeks prior to the commencement of a new school year due to enrollment changes or other emergency circumstances, and should such a reassignment involve a grade level assignment and/or subject matter assignment, the affected unit member, upon request, shall be entitled to receive two (2) full days of released time for use in preparing for his/her new assignment. If the assignment change impacts a unit member's preparation, the unit member may request and receive an additional day without instructional duties.

4. A meeting between the unit member and the Superintendent or his/her designee will be held before a new assignment is made, at which time the unit member will be notified as to the reasons for the proposed reassignment. Upon request by the employee, these reasons will be provided in writing. Other possible alternatives will be discussed and considered.

5. When considering the filling of an existing vacancy through the involuntary reassignment, the Superintendent/designee will make the reassignment in accordance with the best interest of the District's educational programs. The Superintendent/designee shall consider the following criteria in selecting the individual to fill the position:

- a) Experience and recent training of the staff member compared to other candidates for the position to be filled;
- b) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates that are in particular demand for the position in question;
- c) Credential requirements.
- d) The best interests of the District's educational programs.
- e) District-wide seniority.

6. If a decrease in the number of students or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. Unit members, who must be involuntarily reassigned from their current positions because of declining enrollment or for other similar reasons, shall be given the first opportunity to request placement in any vacancies that exist at the time, or that become existent during the summer vacation period if the unit member is qualified for the vacancy.

7. An involuntary reassignment shall not result in the loss of compensation, seniority, or any fringe benefit to a unit member.

8. No unit member may be reassigned to a position for which he/she does not have a proper credential.

9. The District shall provide assistance in the moving of the unit member's materials whenever he/she is reassigned.

10. Should a Unit Member be required to make an Involuntary Room Change they shall be entitled to receive two (2) full days of comp-time for use in facilitating the move. If notification of said move occurs in the summer, the District shall compensate for two (2) full days of comp-time the following school year or two (2) additional days pay at the employee's per diem rate. Said days shall be taken at the discretion of the unit member with prior approval of the District which shall not be unreasonably withheld. Unit members required to make an involuntary Room Change shall complete a Declaration of Room Change located in the SPortal. This form shall be completed prior to making said room change. Unit members who fail to complete the form prior to moving classes may not be granted comp-time or additional pay (as applicable) for room change.

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

ARTICLE 13—LEAVES

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

A. Sick Leave (Illness and Injury)

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

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

Exceptions to the above are as follows:

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

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

B. Differential Leave Benefits

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

C. Pregnancy and Child Birth

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

D. Personal Necessity/Business Leave

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

E. Parental Leave

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

F. Bereavement Leave

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

G. Subpoena Leave of Absence

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

H. Industrial Accident and Illness Leave

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

I. Jury Leave

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

J. Personal Leave

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

K. Verification of Leaves

Claim for leave shall be substantiated as follows:

1. **Sickness or Injury** — The signed statement of the unit member on the District Absence Report will, in most cases, suffice. The Superintendent may require that a claim for sick leave be supported by a written statement from the attending physician after five (5) days.
2. **Death in the Family** — The signed statement of the unit member identifying the family relationship of the deceased on the Absence Report Form will normally suffice.

3. Accident involving the unit member or the unit member's Family — The manner of proof shall be a written statement from the unit member citing the circumstances substantiated in cases of personal injury by a physician's statement or, in cases of property damage, verification of the accident by an official.

4. Appearance in Court — The claim for leave will be supported by a copy of the subpoena or order of the court.

L. In-Service Leave

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

M. Return from Leave

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

ARTICLE 14—COMPLAINT PROCEDURES

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

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

B. Other

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

ARTICLE 15—DISCIPLINE PROCEDURES

A. The District may discipline a Unit member only for just cause. As a general rule, the District may start with the first step of progressive discipline and may proceed to the next step each time the employee repeats the same unsatisfactory conduct within twenty-four (24) months. Where appropriate, the disciplinary action shall be progressive in nature.

The steps of progressive discipline generally include the following sequence: Oral Warning/Conference, Written Warning, Letter of Reprimand, Unsatisfactory Evaluation, Suspension without Pay, Dismissal. No documentation of verbal and/or written warning shall be placed in the Unit member's personnel file unless the progressive discipline escalates to at least the Letter of Reprimand stage. Should a Letter of Reprimand need to be issued, any documentation of previous progressive discipline steps related to same unsatisfactory conduct may be referenced or attached and placed in the Unit member's personnel file.

The District's goal of progressive discipline is to correct unsatisfactory employee performance. It is the intention of the District to take a corrective rather than punitive approach to discipline.

The Unit member will be given the opportunity to attach a written statement to the disciplinary document.

Progressive discipline steps may be skipped based on the severity of the employee's conduct. Progressive discipline steps may also be repeated in an attempt to correct unsatisfactory conduct.

ARTICLE 16—EVALUATION PROCEDURE

A. Purpose

The purposes of the evaluation system are to:

- 1. Improve the delivery of educational services and the quality of instruction.
- 2. Provide constructive assistance and professional growth opportunities for unit members.
- 3. Assess and document the performance of unit members in relation to district standards.
- 4. Nurture growth in professional practice through reflective goal-setting and collaborative support.

Evaluations may include both formal and informal observations and conferences.

B. Evaluation Cycle

On-cycle unit members shall be notified of their evaluation status no later than September 15. Unit members are evaluated as follows:

- 1. Probationary (nontenured) unit members shall be formally evaluated in writing at least twice each school year.
- 2. Permanent (tenured) unit members with three (3) or more years of service in the District who receive an overall rating of Effective or Highly Effective shall be formally evaluated in writing (including electronic form) every other year.
- 3. At the discretion of Superintendent/Designee, unit members with ten (10) or more years of district service and two (2) most recent evaluations rated Effective or Highly Effective may be evaluated in writing (including electronic form) every three (3) years.
- 4. Permanent unit members who have submitted an approved letter of retirement or resignation may, upon mutual agreement with the District, have their final evaluation waived.
- 5. A unit member receiving an overall rating of Developing or Needs Improvement shall return to the annual evaluation cycle until performance improves to Effective or higher. At that time, they will return to their appropriate two or three-year cycle.

C. Evaluation Timelines Summary

By September 15, or within four (4) weeks of a new assignment, unit members shall receive a copy of the District's evaluation rubric (i.e., "Levels of Teacher Development").

A summary of additional evaluation cycle steps is documented below:

Professional Growth Goals Established	By October 1
First Formal Observation	By January 31
Evidence of Goal Progress	By February 7
Additional Formal Observations	By May 1
End of Year Goal Progress Presentation	By May 8
Summative Conference/Evaluation	≥ 15 days before last workday
Teacher response to Summative Evaluation	Within 5 working days

D. Professional Growth Goals

1. The goal-setting process is intended to guide professional practice, support ongoing reflection, and ensure alignment with school and district objectives. Professional growth goals will be collaboratively established and reviewed. Revisions may be made during that review to ensure clarity, feasibility, and alignment with district priorities.
2. In addition to District goals, grade-level and subject-area teams shall develop common goals to promote collaboration and coherence. Each individual unit member shall also develop an individual goal targeting an identified area of growth.
3. By October 1, or within 4 weeks of a new assignment, each unit member shall complete a goal-setting form establishing professional growth and student learning goals aligned with district priorities. Each unit member shall establish three (3) Professional Growth Goals aligned to the California Standards for the Teacher Profession (CSTPs). Those goals shall be established as follows:
 - a. Goal 1 - District-aligned
 - b. Goal 2 - Grade Level/Subject-aligned
 - c. Goal 3 - Unit member individual area of growth
4. If agreement on goals cannot be reached, the site administrator's determination shall prevail.
5. Goal Setting Form
 - a. As documented on the goal-setting form, professional growth goals shall be clearly defined to measure professional growth and/or student learning progress. Goals should be S.M.A.R.T. and aligned with district and school initiatives.
 - b. The Action Steps/Implementation Plan shall document specific strategies, activities, or professional learning the teacher will engage in to achieve the goal. If applicable, leadership roles such as facilitating a PLC or collaborating on grade-level initiatives shall also be documented.
 - c. Unit members shall also document the artifacts that will be used to demonstrate progress toward the goal (e.g., student data, lesson plans, observations, reflective journals, PLC contributions) and plan for ongoing self-reflection, including mid-year and end-of-year reflections summarizing outcomes, challenges, and next steps.
6. Goal Progress
 - a. Unit members shall submit initial evidence of progress toward goals no later than February 7th.
 - b. Each unit member or team shall complete and present an end-of-year reflection presentation no later than May 8th. The presentation shall include evidence and data illustrating progress toward each goal.
 - c. On-cycle unit members shall also provide a self-evaluation aligned to the Summative Evaluation criteria.

E. Observations

1. Observation Requirements
 - a. Each on-cycle unit member shall have a minimum of one (1) formal observation during the evaluation year.
 - b. The first formal observation shall be completed no later than January 31.

- c. Any additional formal observations shall be completed no later than May 1.
- d. Unit members shall submit a lesson plan and any associated lesson plan materials to the site administrator at least 24 hours prior to a scheduled formal observation.
- e. Each formal observation shall be approximately forty-five (45) minutes in duration, but no less than twenty (20) minutes and no more than sixty-five (65) minutes.
- f. Informal observations shall be conducted throughout the school year for all unit members.

2. Scheduling and Feedback

- a. Formal observation dates shall be mutually agreed upon by the evaluator and the unit member.
- b. A post-observation conference shall be held within ten (10) business days of the observation.
- c. The evaluator shall provide written notes at or before the conference.
- d. Copies of all formal observation forms shall be placed in the unit member's personnel file.

3. Peer Observations

- a. Unit members may engage in structured peer observations to support professional growth and reflective practice. Peer observations shall be non-evaluative, aligned to agreed-upon goals or district initiatives, and scheduled during the regular workday. A brief reflection from the observing teacher may be included as evidence of professional growth. Peer observations shall not replace required formal observations and shall be used solely to nurture growth and strengthen instructional practice.

F. Summative Evaluation

- 1. The evaluator shall schedule and conduct a Summative Evaluation Conference with all on-cycle unit members no later than fifteen (15) days prior to the last scheduled workday of the school year.
- 2. The Summative Evaluation Conference shall include discussion of the unit member's progress toward meeting:
 - a. California Standards for the Teaching Profession (CSTPs)
 - b. Professional Growth Goals
 - c. District Expectations
- 3. The Summative Evaluation shall be reviewed and signed by both parties at the conference. The unit member may submit a written response to the evaluation within five (5) working days. Both the Summative Evaluation and unit member response will be placed in the unit member's personnel file.

G. Performance Ratings

Summative evaluation performance ratings are as follows:

4 - Highly Effective (Innovating)

Consistently exceeds district standards. Demonstrates exemplary instructional practice, student engagement, and professional leadership. Actively participates in ongoing professional development and contributes new learning to colleagues. Leads PLC meetings and grade-level teams with clarity, collaboration, and a focus on student learning. Serves as a model for peers and provides evidence of innovation, reflection, and continuous improvement.

3 - Effective (Integrating)

Consistently meets district standards. Demonstrates solid instructional practice, effective classroom management, and positive student outcomes. Reflects on practice and collaborates with colleagues.

2 - Developing (Applying)

Progressing toward consistent effectiveness. Demonstrates partial proficiency; shows potential but requires refinement or additional support in specific areas. Improvement is evident but not yet sustained.

1 - Needs Improvement (Emerging / Exploring)

Does not consistently meet district standards. Instructional practices and/or professional responsibilities require significant improvement. Targeted support and monitoring are necessary.

H. Employee Assistance Plan (EAP)

1. An Employee Assistance Plan may be developed under any of the following conditions:
 - a. Upon voluntary request by the unit member
 - b. Following an unsatisfactory (Needs Improvement) evaluation
 - c. When performance concerns are identified outside the formal evaluation cycle.
2. The Employee Assistance Plan shall:
 - a. Identify specific areas for improvement
 - b. Specify resources, supports, and timelines
 - c. Provide for progress monitoring and follow-up
3. If disagreement arises over resources or supports, the evaluator's decision shall be final.
4. Employee Assistance Plans shall be placed in the unit member's personnel file, except when developed voluntarily.
5. The Employee Assistance Plan shall be considered successfully completed after one (1) or both of the following conditions have been met:
 - a. Two (2) consecutive evaluations, over at least one (1) school year, rated Effective or higher
 - b. Written confirmation from the evaluator that the plan's objectives have been successfully met.

This document will be placed in the unit member's personnel file.

I. One-Year Joint Review

Representatives appointed by the Superintendent and SPETA shall convene no later than May 25, 2027, to review the effectiveness of the new evaluation process. The review will include analysis of the framework, forms, and timelines, and allow for adjustments and updates for the 2027/28 school year. Contract language may be adjusted in accordance with jointly agreed-upon changes.

ARTICLE 17—SAFETY CONDITIONS OF EMPLOYMENT

A. Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent's Office, who shall immediately report the incident to the police. The Superintendent/Principal shall then comply with any reasonable request from the unit member for information in the possession of the Superintendent/Principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, the police, and the courts.

B. Unit members shall be provided coverage under the terms and conditions of the District Workers' Compensation Program and Illness Leave provision for any injury or illness arising out of, or in the course of, their employment.

C. Unit members shall report any unsafe working condition. They shall not be required to work under unsafe conditions or to perform tasks, which endanger their health or safety.

D. The District shall provide liability insurance for personal liability of a unit member acting within the scope of employment.

E. Personal Property Loss/Reimbursement

The District shall reimburse unit members, up to \$500 per occurrence for any loss, damage, or destruction of personal property of the unit member while on duty in the school, on the school premises, or on a school sponsored activity. A unit member may petition the District for reimbursement beyond the stated limit.

1. For the intent of this section "Personal Property" is defined as those items approved on the unit member's personal inventory form. Items used for instructional purposes shall be reimbursable property, provided the unit member has listed such property on a district provided inventory form. The inventory form is to be updated at least annually at the beginning of each school year or when any additional property is brought in by the unit member. The inventory form is valid for one (1) year only.

2. In the event unit members are reimbursed pursuant to this section, the District shall, to the extent of such payments, be subrogated to any rights of the unit member to recover compensation for such damage or stolen property. The District may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within the court's monetary jurisdiction, or the District may enforce its subrogation right in any other court of competent jurisdiction.

3. A unit member filing a claim pursuant to this Section shall file said claim no later than one (1) working day following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions and full description of damaged or stolen property.

4. A police report of the incident may be required.

F. Specialized Health Care Procedures

1. Qualified and trained staff shall be the only bargaining unit members to provide and conduct necessary specialized health care procedures, including, but not limited to, dispensing medication, catheterizations, credé, diapering, injections, ileostomies, colostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage feeding, draining, and head lice inspection.
2. The District shall provide rubber gloves, mouth-to-mouth breathers, and facilities to wash with hot water and antiseptic soap to any bargaining unit member who may come in contact or be expected to come in contact with bodily fluids.
3. Indemnification and defense obligations are subject to and controlled exclusively by applicable state law, and are not expanded or modified by this collective bargaining agreement.

ARTICLE 18—HOURS AND ADJUNCT DUTIES

A. Work Hours/Work Day

1. The work hours for unit members shall be seven (7) hours and thirty (30) minutes, inclusive of a minimum of forty (40) minute duty-free lunch plus a five (5) minute passing time to occur at the end of lunch.
2. The normal workday shall begin thirty (30) minutes before the pupil instructional day and shall end thirty (30) minutes following the end of the pupil instructional day. With the exception of scheduled meetings or assigned supervision duties, the time before and after school is a designated teacher preparation time.
3. Unit members shall be allowed to leave the work site following the safe dismissal of students on the workday preceding Thanksgiving, winter, and spring breaks. With at least 48 hours notice from the Superintendent or designee, unit members may be required to remain on campus to the end of the workday to attend scheduled meetings, events, or other school functions.
4. Unit members shall be required to attend and assume assigned duties at three (3) nighttime school functions per year. Unit members shall not be required to remain later than 9:00 PM. All TK-5 teachers (including TK-5 specialty teachers) shall attend one (1) Back to School Night, one (1) Open House Night, and at least one (1) other school-sponsored evening event. All 6-8 teachers (including 6-8 specialty teachers) shall attend one (1) Back to School Night, one (1) middle school dance, and at least one (1) other school-sponsored evening event. (See F3 for part-time certificated requirements.)
5. One (1) day per week, students shall be dismissed 90 minutes prior to normally scheduled dismissal. Unit members shall utilize the remainder of the workday onsite for planning and preparation. The District will use 50% of the minimum days per year at the discretion of the Superintendent and/or his/her designee. Unit members will use at least 25% of the minimum days for grade level or team planning. The remaining time may be used for individual planning. All minimum days shall be calendared as to District-use or Unit Member-use by mutual agreement prior to the beginning of the school year, subject to change by mutual agreement.
6. Preparation/Planning Time
 - a) Unit members will have at least 60 minutes of individual preparation/planning time during each full week of instruction while their students are scheduled and receive instruction through educational programs under the supervision and/or presence of a credentialed teacher. Preparation/planning time provided under this section is contingent upon the staffing of other educational programs by a certificated teacher. If the unit member does not receive weekly preparation/planning time as scheduled due to the absence of a staffed certificated teacher, the District will schedule a preparation/ planning make-up session within 30 school days of the missed session.
 - b) In addition to the 60 minutes of preparation time provided per section 6(a) of this Article, unit members servicing as specialized academic instructors shall receive an additional 60 minutes of preparation time per week for assessment, IEP preparation, and other special education related tasks.
7. No unit member shall be required to be on duty more than three and one-half hours (3 1/2) without being provided a relief break of at least ten (10) minutes.
8. The Superintendent and/or designee may schedule up to one (1) additional hour to the workday no more than seven (7) times per school year. No more than four (4) of those sessions require the Unit Member's physical attendance. The District will notify Unit Members at least one month prior to these sessions. The remaining sessions may be conducted virtually on tasks with a recommended completion time not to exceed one (1) hour. Virtual participation will require verification of completion and are to be completed within a

timeframe specified by the Superintendent/designee.

9. In addition to a weekly shortened day for unit member preparation, shortened days shall be scheduled for: parent conference days; the last day of each reporting period; last day of the instructional year; the last work day prior to the winter break; three (3) days the first week of the instructional year, the first day, Thursday and one (1) other day as determined; and any additional days as may be determined by the Superintendent.

10. During the week of Parent Conferences, in which the instructional day is shortened for the purpose of meeting with parents or guardians, unit members shall meet with parents or guardians during the two (2) hours following the dismissal of students. Each unit member may select one (1) of the days during the week of parent teacher conferences in which parent-teacher conferences will not be conducted. This early release day is provided in lieu of extra compensation for instances in which parent-teacher conferences occur after the designated two (2) hour period for conferencing.

B. Work Load/Adjunct Duties

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

C. Participation on Committees

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

D. In-Service Training

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

E. Work Year/Instructional Year

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

F. Part-Time FTE Certificated

1. Staff Meetings- Part Time Unit Member may be required at the Superintendent's discretion to attend up to three (3) staff meetings per school year. Part Time Unit Member will be paid at the Unit Member's hourly rate.
2. Parent Teacher Conferences — Part Time Unit Member will be required to attend Parent Teacher Conferences for two (2) out of the five (5) days of Parent Teacher Conference Week.
3. Nighttime School Functions- Part Time Unit Member shall attend Back to School Night and/or Open House (depending on grade level) , and/or one (1) night-time function, for a total of two (2) nighttime functions.

4. Unit members in part time positions are entitled to all the provisions as specified Article 20, Health and Welfare Benefits, and Article 21, Salary. However, the District's contribution shall be prorated, based upon each unit member's percentage of position held. Part time members receive step credit for one year if their contract is for over 50%. If the member's part time contract is 20% to 50%, the member must work two years to receive one step on the salary schedule. Members working less than 20% receive step credit based on the percentage of FTE worked.

ARTICLE 19—JOB SHARING

A. Notwithstanding the provisions of Article 18, permanent unit members may request to participate in a job-sharing plan subject to the recommendation of the principals and supervisors involved. The Superintendent at his/her discretion and the Governing Board must approve all job sharing plans.

B. Each job share shall be approved for one (1) year only and all subsequent job-sharing positions must be approved on an annual basis.

C. Each unit member of the Job Sharing Team is required to attend District Preparation Days the first five (5) days of school with students in order to formulate an instructional plan and to allow students to become familiar with each unit member. Each unit member of the Job Sharing Team is permitted to exchange days with the other. A partner will have first right of refusal to substitute for the other, however, in no case will it be required.

D. Unit members requesting permission to enter the job-sharing plan for the following school year shall submit an appropriate application letter to the District by March 1. Said application shall include a detailed plan of how the proposed job sharing will function. The Superintendent shall make a determination and notify the applicants by June 1st.

E. Unit members in job sharing positions are entitled to all the provisions as specified in Article 20, Health and Welfare Benefits, and Article 21, Salary. However, the District's contribution shall be prorated, based upon each unit member's percentage of the position held. Job sharing members receive step credit for one year if their contract is for over 50%. If the member's job share is 20% to 50%, the member must work two years to receive one step on the salary schedule. Members working less than 20% receive step credit based on the percentage of FTE worked.

ARTICLE 20—HEALTH AND WELFARE BENEFITS

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

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

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

Effective the payroll cycle following ratification of the agreement, the District's maximum contribution to each eligible unit member for medical, dental, and vision benefits shall increase to a maximum of fourteen thousand five hundred dollars (\$14,500).

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

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

A. Medical

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

B. Dental/Vision

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

C. Life

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

D. Eligibility

1. Certificated unit members teaching on a full time assignment shall receive health insurance.
2. A unit member working less than full time shall, at his/her option, receive benefits with the District paying a prorated premium amount equal to the amount of time of the unit member's teaching assignment. If the unit member elects to receive such benefits, he/she shall pay the difference between the District's contribution and the total cost of benefits.
3. Article 18 Section F fully describes the eligibility for health and welfare benefits for part time members.
4. Article 19 Section E fully describes the eligibility for health and welfare benefits for job sharing members.

E. Unit Member Benefits During Leave of Absence

1. All benefits shall be provided and continued while unit members are on paid leave status.
2. Unit members on District approved, non-paid leaves of absence may elect to continue coverage for themselves (and dependents) by mailing the entire premium payment, required for coverage, made payable to the San Pasqual Union School District and submitted to the District office.

F. Cancellation

1. The unit member's (and dependents if covered) insurance coverage, shall be cancelled at the end of the current month for failure to fulfill the terms of the contracts for reasons including, but not limited to, the following:
 - a) Leaving the employment of the District
 - b) Failing to meet eligibility requirements
 - c) Failing to complete required payroll deduction forms
 - d) Failing to submit premium payments to District by deadline date
 - e) Expiration of leave and non-return to active duty

G. Payroll Deduction

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for approved annuity programs, credit unions, Association membership, savings bonds, charitable donations, salary protection insurance, or health insurance premiums.

H. Duration of Benefits

1. Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit members shall be entitled to continued benefit coverage until October 1st of the ensuing school year or until covered by another plan whichever occurs first.
2. The District shall inform, in writing, all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). The District shall continue to provide benefits coverage to all qualified beneficiaries during the 60-calendar-day election period.

I. Insurance Provisions Upon Retirement

1. Unit members having reached the minimum retirement age of fifty-five (55) years and accepting retirement benefits as provided under the Public Employees Retirement System or State Teachers Retirement System shall have extended to them group insurance benefits. Premiums for insurance benefits shall be paid by the retiree to the District to the in-force carrier, until such time as the retiree reaches age sixty-five (65) or becomes eligible for any other national or governmental agency coverage, including Medicare or its equivalent, whichever comes first.
2. In addition, if the dependents are covered at the time of retirement the retiring unit member shall have the option of having dependents included under this same coverage with the retiree making the premium payment for such dependent coverage. Following that date, no dependent coverage could be included or added without showing evidence of insurability. Coverage could be discontinued at the retiree's option at any subsequent date.

3. Payment for insurance premiums shall be remitted monthly to the District by the first of the month. If the district does not receive the payment by the 15th of the month the District reserves the right to terminate the insurance benefits.
4. Any change in current insurance contract arrangements shall be offered to retirees.

ARTICLE 21—SALARY

A. WAGES

1. The salary schedule and salary schedule index are set forth in Appendix A.
 - a) For the 2024-25 school year, the salary schedule shall be increased by 75% of the 2024-25 funded COLA increase as determined by the final 2024-25 California state budget. Negotiations are closed until the 2025-26 school year, superseding Negotiating Procedures set forth in Article 7, section A.
 - b) For the 2025-26 school year, the salary schedule shall be increased by 3%, retroactive to July 1, 2025.
 - c) For the 2026-27 school year, the salary schedule shall be increased by 3%.
2. The effective date for the salary schedule shall be the start of the fiscal year unless otherwise negotiated.
3. The payroll period shall be defined as monthly commencing the first day of each calendar month for the school year. Salary payments shall be made not later than the last day of the payroll period provided the district office is open.
4. Regular salary shall be payable in ten or twelve (10/12) installments.
5. Salary Placement and Advancement:
 - a) The minimum requirement for placement in Column I of the schedule is the possession of an appropriate California Teaching or Services Credential and a Bachelor's Degree.
 - b) The minimum requirements for initial placement or advancement to Column II are possession of a Teaching Credential plus thirty (30) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university and an appropriate California Teaching or Services Credential. Semester credits must meet the criteria set forth in Section 6.
 - c) The minimum requirements for initial placement or advancement to Column III are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus forty-five (45) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university. Semester credits must meet the criteria set forth in Section 6.
 - d) The minimum requirements for initial placement or advancement to Column IV are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus sixty (60) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university or an earned Master's Degree or Doctorate Degree. Semester credits must meet the criteria set forth in Section 6.
 - e) The minimum requirements for initial placement or advancement to Column V are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus seventy-five (75) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university or a Doctorate Degree. Semester credits must meet the criteria set forth in Section 6.
 - f) In addition to appropriate placement on the salary schedule, if the following positions are authorized by the Superintendent/designee, the following maximum annual compensation may be granted duties beyond the normal work day:

1. Associated Student Body (ASB) Advisor - \$1,375 or additional preparation time (at the discretion of the Superintendent/designee). If the advisor leads ASB as the classroom teacher, the maximum stipend amount shall be reduced by 50%.
2. Visual and Performing Arts (VAPA) Coordinator - \$1,375 or additional preparation time (at the discretion of the Superintendent/designee). If the coordinator leads VAPA as the classroom teacher, the maximum stipend amount shall be reduced by 50%.
3. Band Instructor - \$1,375 or additional preparation time (at the discretion of the Superintendent/designee).
4. Variety Show Coordinator - \$500 or additional preparation time (at the discretion of the Superintendent/designee).
5. Internship & Induction Mentor - \$1,375 for each supported teacher.
6. Instructional Leadership Team (ILT) member - \$1,375 for each member up to 5 members per committee.
7. "Hard to Fill" Positions - Effective for unit members hired after January 1, 2024, a \$10,000 contract renewal incentive for each teacher/specialist hired into a position deemed "Hard to Fill" by the Superintendent or designee. \$5000 to be paid upon contract renewal for Year 2, \$5,000 to be paid upon contract renewal for Year 3. "Hard to Fill" positions may include but are not limited to special education, math, science, and other specialty positions.
6. Prior to enrolling in upper division college courses for consideration of horizontal movement on the salary schedule a unit member will seek approval from the Superintendent or his/her designee regarding the acceptability of such units. The Superintendent or his/her designee may approve other courses that would serve the best interests of the District's educational programs.
7. Applications for horizontal movement for the ensuing year shall be in writing on a form provided by the district and submitted by March 15 of the current year. By September 15 unit members shall furnish the district with transcripts or, until transcripts are available, a grade report that shows course work was successfully completed thereby justifying horizontal movement and interim placement. Evidence of course completion submitted after September 15 will not result in horizontal movement until the following year.
8. Step Placement/Advancement
 - a) New unit members with teaching experience in public schools or accredited colleges and/or universities while holding a valid public teaching credential in the United States, shall be granted one (1) step for every year's experience up to and including maximum placement on Step 15 (effective July 1, 2026).
 - b) The District may grant credit for six (6) years of teaching in foreign and/or private schools. The prior teaching experience shall have taken place at an accredited institution and the unit member shall have possessed a valid public teaching credential in the United States at the time of the prior service.
 - c) The service requirement for advancing one step on the salary schedule shall be in accordance with the statutory definition of one (1) year's full time regular contract service or the equivalent of one (1) year's full time regular contract service in a certificated position within the District. At the discretion of the Superintendent/designee, a unit member may be advanced a step upon completion of a partial year of regular contract service.

B. Payment for Extra Assignments or Duty

- a) Unit members performing extra duty assignments making use of their professional expertise, such as after school instruction, directed student instruction (i.e., ESY, Home Hospital, etc.), district curriculum

development and delivering district in-service training shall be paid, with prior approval from the District, at their pro-rated hourly rate of pay.

b) Unit members attending activities or in-services provided for the professional development of unit members outside the contractual workday or performing duties not making use of their professional expertise may be paid, with prior approval from the District, at the hourly rate for Column 1, Step 6, from the current salary schedule.

c) The District shall make known to Unit Members all opportunities for paid extra duty assignments. When two or more unit members apply for and are qualified for the opportunity, the following criteria shall be considered in selecting the individual to participate in the extra duty assignment:

1) Teaching assignment requirements.

2) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates which are in particular demand for the extra duty assignment.

3) Experience and recent training of the staff member compared to other candidates for the extra duty assignment.

4) The best interests of the District's educational programs.

5) If the above factors are, for all intent, equal between two or more candidates, the extra duty assignment will be filled by lottery.

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

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

ARTICLE 22—CONTRACT PROVISIONS

A. Savings Provisions

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

B. Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the District and the Association will support this Agreement for its term.

C. Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary. Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 23—ORGANIZATIONAL MEMBERSHIP

A. Any unit member who is a member of the SPETA/CTA/NEA, or who applies for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Upon receiving notice from the Association of such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member for ten (10) months.

B. With respect to all sums deducted by the District pursuant to Sections A, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.

C. Deductions for unit members who are employed after the commencement of any school year shall be prorated.

D. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

E. This Article is entered into, and is intended to be in compliance with, Education Code sections 45060-61. As a condition of this Article, the SPETA/CTA/NEA agrees to indemnify and hold harmless the District, the Board of Education, each individual Board member, and all administrators in the District, against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs, including all court or administrative agency costs that may be sustained out of, or by reason or action taken by the District for the purposes of complying with the provisions of this Article. The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defined, tried, or appealed. The Association shall have the sole responsibility to enforce the provisions of this Article.

ARTICLE 24—MISCELLANEOUS

A. Preparation and Distribution of Contract

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

B. Application of Agreement

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

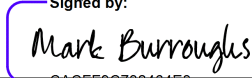
C. Unit Member Resignation

A unit member’s notification to the Superintendent/Designee that he/she intends to resign shall remain revocable until such time as the Superintendent/Designee accepts such notification via written notice (including email) to the unit member.

OFFICIAL SIGNATURES

FOR THE DISTRICT

San Pasqual Union School District

Signed by:

CACFF9C732404E3...
Superintendent Signature

Mark Burroughs

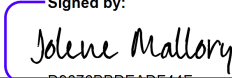
Printed Name

8/27/2026

Date

FOR THE ASSOCIATION

San Pasqual Elementary Teachers’ Association /
CTA / NEA

Signed by:

D9676BBDEADF44F...
SPETA President Signature

Jolene Mallory

Printed Name

8/30/2026

Date

2025-26 Work Days: 185 Hrs/Day: 7.5										CERTIFICATED SALARY SCHEDULE — PLAN 2										3% Effective 07/01/2025				
STEP	COLUMN I — B.A. + 0-29				COLUMN II — B.A. + 30				COLUMN III — B.A. + 45				COLUMN IV — B.A. + 60 / M.A.				COLUMN V — B.A. + 75 incl. M.A. / Ph.D.				STEP			
	ANNUAL	MONTHLY	PER DIEM	HOURLY	ANNUAL	MONTHLY	PER DIEM	HOURLY	ANNUAL	MONTHLY	PER DIEM	HOURLY	ANNUAL	MONTHLY	PER DIEM	HOURLY	ANNUAL	MONTHLY	PER DIEM	HOURLY				
1	\$60,624.71	\$6,062.47	\$327.70	\$43.69	\$60,635.42	\$6,063.54	\$327.75	\$43.70	\$60,644.34	\$6,064.43	\$327.80	\$43.71	\$60,651.46	\$6,065.14	\$327.84	\$43.71	\$62,471.02	\$6,247.10	\$337.68	\$45.02	1			
2	\$60,626.50	\$6,062.65	\$327.71	\$43.69	\$60,993.84	\$6,099.38	\$329.69	\$43.96	\$61,359.36	\$6,135.93	\$331.67	\$44.22	\$62,136.79	\$6,213.67	\$335.87	\$44.78	\$64,000.90	\$6,400.09	\$345.95	\$46.13	2			
3	\$60,628.30	\$6,062.83	\$327.72	\$43.70	\$61,352.25	\$6,135.22	\$331.63	\$44.22	\$61,725.81	\$6,172.58	\$335.87	\$44.78	\$64,725.81	\$6,472.58	\$349.86	\$46.65	\$66,667.56	\$6,666.75	\$360.36	\$48.05	3			
4	\$60,630.05	\$6,063.00	\$327.73	\$43.70	\$62,136.79	\$6,213.67	\$335.87	\$44.78	\$64,725.81	\$6,472.58	\$349.86	\$46.65	\$67,314.83	\$6,731.48	\$363.86	\$48.52	\$69,334.30	\$6,933.43	\$374.78	\$49.97	4			
5	\$62,136.79	\$6,213.67	\$335.87	\$44.78	\$64,725.81	\$6,472.58	\$349.86	\$46.65	\$67,314.83	\$6,731.48	\$363.86	\$48.52	\$69,903.86	\$6,990.38	\$377.85	\$50.38	\$72,000.99	\$7,200.09	\$389.19	\$51.89	5			
6	\$64,725.81	\$6,472.58	\$349.86	\$46.65	\$67,314.83	\$6,731.48	\$363.86	\$48.52	\$69,903.86	\$6,990.38	\$377.85	\$50.38	\$72,492.92	\$7,249.29	\$391.85	\$52.25	\$74,667.70	\$7,466.77	\$403.60	\$53.81	6			
7	\$67,314.83	\$6,731.48	\$363.86	\$48.52	\$72,492.92	\$7,249.29	\$391.85	\$52.25	\$72,492.92	\$7,249.29	\$391.85	\$52.25	\$75,081.94	\$7,508.19	\$405.84	\$54.11	\$77,334.42	\$7,733.44	\$418.02	\$55.74	7			
8	—	—	—	—	\$75,081.94	\$7,508.19	\$391.85	\$52.25	\$75,081.94	\$7,508.19	\$405.84	\$54.11	\$77,670.98	\$7,767.09	\$419.84	\$55.98	\$80,001.13	\$8,000.11	\$432.43	\$57.66	8			
9	—	—	—	—	\$77,670.98	\$7,767.09	\$419.84	\$55.98	\$77,670.98	\$7,767.09	\$419.84	\$55.98	\$80,260.01	\$8,026.00	\$433.83	\$57.85	\$82,667.81	\$8,266.78	\$446.85	\$59.58	9			
10	—	—	—	—	\$80,260.01	\$8,026.00	\$433.83	\$57.85	\$80,934.35	\$8,093.43	\$437.48	\$58.33	\$83,523.36	\$8,352.33	\$451.47	\$60.20	\$86,029.10	\$8,602.91	\$465.02	\$62.00	10			
11	—	—	—	—	\$82,849.03	\$8,284.90	\$447.83	\$59.71	\$83,635.78	\$8,363.57	\$452.08	\$60.28	\$86,224.79	\$8,622.47	\$466.07	\$62.14	\$88,811.54	\$8,881.15	\$480.06	\$64.01	11			
12	—	—	—	—	—	—	—	—	\$86,337.20	\$8,633.72	\$466.68	\$62.23	\$88,926.22	\$8,892.62	\$480.68	\$64.09	\$91,593.99	\$9,159.39	\$495.10	\$66.01	12			
13	—	—	—	—	—	—	—	—	\$87,786.35	\$8,778.63	\$474.52	\$63.27	\$90,333.15	\$9,033.31	\$488.28	\$65.10	\$93,043.16	\$9,304.31	\$502.93	\$67.06	13			
14	—	—	—	—	—	—	—	—	\$89,151.01	\$8,915.10	\$481.89	\$64.25	\$91,740.02	\$9,174.00	\$495.89	\$66.12	\$94,492.24	\$9,449.22	\$510.76	\$68.10	14			
15	—	—	—	—	—	—	—	—	\$90,557.95	\$9,055.79	\$489.50	\$65.27	\$93,146.94	\$9,314.69	\$503.49	\$67.13	\$95,941.35	\$9,594.13	\$518.60	\$69.15	15			
16	—	—	—	—	—	—	—	—	\$91,964.81	\$9,196.48	\$497.10	\$66.28	\$94,553.89	\$9,455.38	\$511.10	\$68.15	\$97,390.46	\$9,739.04	\$526.43	\$70.19	16			
17	—	—	—	—	—	—	—	—	\$93,371.74	\$9,337.17	\$504.71	\$67.29	\$95,960.74	\$9,596.07	\$518.70	\$69.16	\$98,839.56	\$9,883.95	\$534.26	\$71.24	17			
18	—	—	—	—	—	—	—	—	\$94,778.66	\$9,477.86	\$512.31	\$68.31	\$97,367.68	\$9,736.76	\$526.31	\$70.17	\$100,288.72	\$10,028.87	\$542.10	\$72.28	18			
19	—	—	—	—	—	—	—	—	\$96,185.52	\$9,618.55	\$519.92	\$69.32	\$98,774.58	\$9,877.45	\$533.91	\$71.19	\$101,737.82	\$10,173.78	\$549.93	\$73.32	19			
20	—	—	—	—	—	—	—	—	\$97,592.46	\$9,759.24	\$527.52	\$70.34	\$100,350.93	\$10,035.09	\$542.43	\$72.32	\$103,361.41	\$10,336.14	\$558.71	\$74.49	20			
21	—	—	—	—	—	—	—	—	\$98,999.36	\$9,899.93	\$535.13	\$71.35	\$103,664.86	\$10,366.48	\$560.35	\$74.71	\$106,774.82	\$10,677.48	\$577.16	\$76.95	21			
22	—	—	—	—	—	—	—	—	\$100,406.25	\$10,040.62	\$542.73	\$72.36	\$107,030.59	\$10,703.05	\$578.54	\$77.14	\$110,241.53	\$11,024.15	\$595.90	\$79.45	22			
23	—	—	—	—	—	—	—	—	\$101,813.16	\$10,181.31	\$550.34	\$73.38	\$110,448.13	\$11,044.81	\$597.01	\$79.60	\$113,761.55	\$11,376.15	\$614.92	\$81.99	23			
24	—	—	—	—	—	—	—	—	\$103,220.08	\$10,322.00	\$557.94	\$74.39	\$113,917.41	\$11,391.74	\$615.76	\$82.10	\$117,334.94	\$11,733.49	\$634.24	\$84.57	24			
25	—	—	—	—	—	—	—	—	—	—	—	—	\$117,409.03	\$11,740.90	\$634.64	\$84.62	\$120,931.30	\$12,093.13	\$653.68	\$87.16	25			

NOTE: All units referred to are SEMESTER units. All units taken for salary advancement must be reviewed by the Superintendent.

2026-27 Work Days: 185 Hrs/Days: 7.5				CERTIFICATED SALARY SCHEDULE — PLAN 2 2026-27																3% Effective 07/01/2026			
STEP	COLUMN I — B.A. + 0-29				COLUMN II — B.A. + 30				COLUMN III — B.A. + 45				COLUMN IV — B.A. + 60 I.M.-4				COLUMN V — B.A. + 75 incl. M.A. / Ph.D.						
	ANNUAL	MONTHLY	PER DEM	HOURLY	ANNUAL	MONTHLY	PER DEM	HOURLY	ANNUAL	MONTHLY	PER DEM	HOURLY	ANNUAL	MONTHLY	PER DEM	HOURLY	ANNUAL	MONTHLY	PER DEM	HOURLY			
1	\$62,443.45	\$6,244.34	\$337.53	\$45.00	\$62,454.48	\$6,245.44	\$337.59	\$45.01	\$62,463.67	\$6,246.36	\$337.64	\$45.02	\$62,471.00	\$6,247.10	\$337.68	\$45.02	\$64,345.15	\$6,434.51	\$347.81	\$46.37	1		
2	\$62,445.29	\$6,244.52	\$337.54	\$45.01	\$62,823.65	\$6,282.36	\$339.58	\$45.28	\$63,200.14	\$6,320.01	\$341.62	\$45.55	\$64,000.89	\$6,400.08	\$345.95	\$46.13	\$65,920.92	\$6,592.09	\$356.32	\$47.51	2		
3	\$62,447.14	\$6,244.71	\$337.55	\$45.01	\$63,192.81	\$6,319.28	\$341.58	\$45.54	\$64,000.89	\$6,400.08	\$345.95	\$46.13	\$66,667.58	\$6,666.75	\$360.36	\$46.05	\$68,667.88	\$6,866.75	\$371.17	\$48.49	3		
4	\$62,448.95	\$6,244.89	\$337.56	\$45.01	\$64,000.89	\$6,400.08	\$345.95	\$46.13	\$66,667.58	\$6,666.75	\$360.36	\$46.05	\$69,334.27	\$6,933.42	\$374.77	\$46.97	\$71,414.32	\$7,141.43	\$386.02	\$51.47	4		
5	\$64,000.89	\$6,400.08	\$345.95	\$46.13	\$66,667.58	\$6,666.75	\$360.36	\$46.05	\$69,334.27	\$6,933.42	\$374.77	\$46.97	\$72,000.97	\$7,200.09	\$389.19	\$51.89	\$74,161.01	\$7,416.10	\$400.87	\$53.45	5		
6	\$66,667.58	\$6,666.75	\$360.36	\$48.05	\$69,334.27	\$6,933.42	\$374.77	\$46.97	\$72,000.97	\$7,200.09	\$389.19	\$51.89	\$74,667.70	\$7,466.77	\$403.60	\$53.81	\$76,907.73	\$7,690.77	\$415.71	\$55.43	6		
7	\$69,334.27	\$6,933.42	\$374.77	\$49.97	\$72,000.97	\$7,200.09	\$389.19	\$51.89	\$74,667.70	\$7,466.77	\$403.60	\$53.81	\$77,334.39	\$7,733.43	\$418.02	\$55.74	\$79,654.45	\$7,965.44	\$430.56	\$57.41	7		
8	—	—	—	—	\$74,667.70	\$7,466.77	\$403.60	\$53.81	\$77,334.39	\$7,733.43	\$418.02	\$55.74	\$80,001.10	\$8,000.11	\$432.43	\$57.66	\$82,401.16	\$8,240.11	\$445.41	\$59.39	8		
9	—	—	—	—	\$77,334.39	\$7,733.43	\$418.02	\$55.74	\$80,001.10	\$8,000.11	\$432.43	\$57.66	\$82,667.81	\$8,266.78	\$446.85	\$59.58	\$85,147.84	\$8,514.78	\$460.25	\$61.37	9		
10	—	—	—	—	\$80,001.10	\$8,000.11	\$432.43	\$57.66	\$83,362.38	\$8,336.23	\$450.60	\$60.08	\$86,029.06	\$8,602.90	\$465.02	\$62.00	\$88,609.97	\$8,860.99	\$478.97	\$63.86	10		
11	—	—	—	—	\$82,667.81	\$8,266.78	\$446.85	\$59.58	\$86,144.85	\$8,614.48	\$465.64	\$62.09	\$88,811.53	\$8,881.15	\$480.06	\$64.01	\$91,475.88	\$9,147.58	\$494.46	\$65.93	11		
12	—	—	—	—	\$85,334.50	\$8,533.45	\$461.26	\$61.50	\$88,927.31	\$8,892.73	\$480.68	\$64.09	\$91,594.00	\$9,159.40	\$495.10	\$66.01	\$94,341.80	\$9,434.18	\$509.95	\$67.99	12		
13	—	—	—	—	—	—	—	—	\$90,419.94	\$9,041.99	\$488.75	\$65.17	\$93,043.14	\$9,304.31	\$502.93	\$67.06	\$95,834.45	\$9,583.44	\$518.02	\$69.07	13		
14	—	—	—	—	—	—	—	—	\$91,825.54	\$9,182.55	\$496.35	\$66.18	\$94,492.22	\$9,449.22	\$510.76	\$68.10	\$97,327.00	\$9,732.70	\$526.09	\$70.15	14		
15	—	—	—	—	—	—	—	—	\$93,274.68	\$9,327.46	\$504.18	\$67.22	\$95,941.34	\$9,594.13	\$518.60	\$69.15	\$98,819.59	\$9,881.95	\$534.15	\$71.22	15		
16	—	—	—	—	—	—	—	—	\$94,723.75	\$9,472.37	\$512.02	\$68.27	\$97,390.50	\$9,739.05	\$526.43	\$70.19	\$100,312.17	\$10,031.21	\$542.22	\$72.30	16		
17	—	—	—	—	—	—	—	—	\$96,172.89	\$9,617.28	\$519.85	\$69.31	\$98,839.56	\$9,883.95	\$534.26	\$71.24	\$101,804.74	\$10,180.47	\$550.29	\$73.37	17		
18	—	—	—	—	—	—	—	—	\$97,622.01	\$9,762.20	\$527.68	\$70.36	\$100,286.71	\$10,028.87	\$542.10	\$72.28	\$103,297.38	\$10,329.73	\$558.36	\$74.45	18		
19	—	—	—	—	—	—	—	—	\$99,071.08	\$9,907.10	\$535.51	\$71.40	\$101,737.81	\$10,173.78	\$549.93	\$73.32	\$104,789.95	\$10,478.99	\$566.43	\$75.52	19		
20	—	—	—	—	—	—	—	—	\$100,520.23	\$10,052.02	\$543.35	\$72.45	\$103,361.45	\$10,336.14	\$558.71	\$74.49	\$106,462.25	\$10,646.22	\$575.47	\$76.73	20		
21	—	—	—	—	—	—	—	—	\$101,969.34	\$10,196.93	\$551.18	\$73.49	\$106,774.30	\$10,677.48	\$577.16	\$76.95	\$109,978.06	\$10,997.80	\$594.47	\$79.26	21		
22	—	—	—	—	—	—	—	—	\$103,418.43	\$10,341.84	\$559.01	\$74.54	\$110,241.50	\$11,024.15	\$595.90	\$79.45	\$113,548.77	\$11,354.87	\$613.77	\$81.84	22		
23	—	—	—	—	—	—	—	—	\$104,867.55	\$10,486.75	\$566.85	\$75.58	\$113,761.57	\$11,376.15	\$614.92	\$81.99	\$117,174.39	\$11,717.43	\$633.37	\$84.45	23		
24	—	—	—	—	—	—	—	—	\$106,316.68	\$10,631.66	\$574.68	\$76.62	\$117,334.93	\$11,733.49	\$634.24	\$84.57	\$120,854.98	\$12,085.49	\$653.27	\$87.10	24		
25	—	—	—	—	—	—	—	—	—	—	—	—	\$120,931.30	\$12,093.13	\$653.68	\$87.16	\$124,559.23	\$12,455.92	\$673.29	\$89.77	25		

NOTE: All units referred to are SEMESTER units. All units taken for salary advancement must be reviewed by the Superintendent.

San Pasqual Union School District Calendar
Board Approved 10-08-2024

2025 to 2026

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Student Days:180
Teacher Days 185

7/4 Fourth of July

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						#8

8/14 New Teachers
8/15-8/19 Staff PD

8/15 All Teachers

8/20 First Day of School

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						#21

9/1 Labor Day

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						#22

10/17 T1 Progress Report
10/20-10/24 Parent Teacher Conferences Min day
10/31 Staff PD

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	30
30						#13

11/10-11/11 Veterans Day
11/24-28 Thanksgiving Break

11/21 End of T1 Min Day

11/28 Local Holiday

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						#15

12/22-12/31 Winter Break
12/26 Local Holiday

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						#18

1/1-1/5 Winter Break
1/19 MLK Jr.

1/2 Local Holiday

1/23 T2 Progress Report

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
						#18

2/13 & 2/16 Presidents Day

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						#22

3/6 End of T2 Min Day

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						#16

4/6-4/13 Spring Break
4/24 T3 Progress Report

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						#20

5/25 Memorial Day

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						#7

6/9 Last student Day & Promotion
6/10 Teachers last Day

6/19 Juneteenth

New Teacher Start	Teacher Start/End	Staff PD - Non Student Day	Student Start/End 1:30 Release Time	Minimum Days 1:30 Release Time	Holiday(12 month) HOLIDAY
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Holidays 2025/2026

July 4- Independence Day
Sept 1-Labor Day
Nov 11-Veterans Day

Nov 27 & 28- Thanksgiving
Dec 25 & 26- Christmas Day
Jan 1 & 2-New Year's Day

Jan 19- MLK, Jr.
Feb 13 & 16 -Presidents Day
April 10-Local Holiday

May 25-Memorial Day
June 19- Juneteenth

San Pasqual Union School District Calendar
Approved 6/24/2026

2026 to 2027

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Student Days:180
Teacher Days 185

7/3 Fourth of July

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					#9

8/12 & 8/13 New Teachers
8/14-8/18 Staff PD

8/14 All Teachers
8/19 First Day of School

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						#21

9/7 Labor Day

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						#21

10/16 T1 Progress Report
10/19-10/23 Parent Teacher Conferences Min Day
10/30 Staff PD

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						#15

11/11 Veterans Day
11/23-27 Thanksgiving Break

11/20 End of T1 Min Day
11/27 Local Holiday

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						#14

12/21-12/31 Winter Break
12/24 & 12/31 Local Holiday

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						#18

1/11-1/4 Winter Break
1/18 MLK Jr.

1/22 T2 Progress Report

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
						#18

2/12 & 2/15 Presidents Day

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						#18

3/5 End of T2 Min Day
3/25-4/5 Spring Break

3/26 Local Holiday

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						#19

4/23 T3 Progress Report

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					#20

5/17-5/28 CAASPP Testing
5/31 Memorial Day

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						#7

6/9 Last student Day & Promotion
6/10 Teachers Last Day

6/18 Juneteenth

New Teacher Start	Teacher Start/End	Staff PD - Non Student Day	Student Start/End 1:30 Release Time	Minimum Days 1:30 Release Time	Holiday(12 month) HOLIDAY
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Holidays 2026/2027			
July 3- Independence Day	Nov 26 & 27- Thanksgiving	Jan 18- MLK, Jr.	May 31-Memorial Day
Sept 7-Labor Day	Dec 24 & 25- Christmas Day	Feb 12 & 15 -Presidents Day	June 18- Juneteenth
Nov 11-Veterans Day	Jan 1 & 4-New Year's Day	March 26 -Local Holiday	

APPENDIX C

Grievance Report Form

SAN PASQUAL ELEMENTARY TEACHERS ASSOCIATION/CTA/NEA
and SAN PASQUAL UNION SCHOOL DISTRICT
GRIEVANCE FORM

Grievant Name

(Please print or type)

Level One: Date of Informal Conference:

Date of Response of Informal Conference _____

Level Two:

Submission of Grievance: All portions of this section must be completed by the grievant.

Specific contract violation(s) alleged (cite Article and Section):

Statement of Grievance and specifically how contract has been violated (additional sheets may be attached):

Remedy Requested (must be specific):

Date

Signature

District Response (additional sheets may be attached):

Date

Signature

Level Three:

Date Grievant requested Association submit grievance to mediation: _____

Date Association notified District of its intent to submit grievance to mediation _____

Level Four:

Date Grievant requested Association submit grievance to arbitration: _____

Date Association notified District of its intent to submit grievance to arbitration: _____

APPENDIX D

Complaint Form

SAN PASQUAL UNION ELEMENTARY SCHOOL
Complaint Form

Date: _____
Employee Name: _____
Name of Complainant: _____

Description of the Complaint: _____

Administrator/Employee Conference Date: _____
Conference Notes: _____

Resolution: _____

Disciplinary Action Taken: _____

Copy of Complaint Attached: _____
Unit Member Response: _____
CC: Personnel File _____

Certificate Of Completion

Envelope Id: A2AC0BE9-82A5-8461-818A-0BF57C752B26
Subject: Complete with Docusign: SPUSD_SPETA CBA 2025-2027_final 08.14.26v2.pdf
Source Envelope:
Document Pages: 44
Certificate Pages: 4
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Kristin DiNofia
15305 Rockwood Rd
Escondido, 92027
kristin.dinofia@sanpasqualunion.net
IP Address: 2600:8801:d606:

Record Tracking

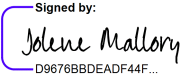
Status: Original
8/26/2026 4:26:03 PM
Holder: Kristin DiNofia
kristin.dinofia@sanpasqualunion.net

Location: DocuSign

Signer Events

Jolene Mallory
jolene.mallory@sanpasqualunion.net
SPETA President
San Pasqual Union School District
Security Level: Email, Account Authentication (None)

Signature

Signed by:

D9676BBDEADF44F...

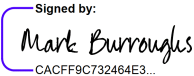
Signature Adoption: Pre-selected Style
Using IP Address: 70.93.234.0

Timestamp

Sent: 8/26/2026 4:33:59 PM
Viewed: 8/30/2026 9:07:50 AM
Signed: 8/30/2026 9:17:22 AM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2026 9:07:50 AM
ID: 22756e7a-5d56-47c5-be73-99ca9bbbaac2

Mark Burroughs
mark.burroughs@sanpasqualunion.net
Superintendent/Principal
San Pasqual Union School District
Security Level: Email, Account Authentication (None)

Signed by:

CACFF9C732464E3...

Signature Adoption: Pre-selected Style
Using IP Address: 209.66.200.31

Sent: 8/26/2026 4:33:59 PM
Viewed: 8/27/2026 9:43:51 AM
Signed: 8/27/2026 9:44:44 AM

Electronic Record and Signature Disclosure:
Accepted: 8/27/2026 9:43:51 AM
ID: df1c5679-5056-45a5-9e0d-c81b3f66485b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kristin DiNofia kristin.dinofia@sanpasqualunion.net CBO San Pasqual Union School District Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 8/26/2026 4:34:00 PM Resent: 8/30/2026 9:17:27 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/26/2026 4:34:00 PM
Certified Delivered	Security Checked	8/27/2026 9:43:51 AM
Signing Complete	Security Checked	8/27/2026 9:44:44 AM
Completed	Security Checked	8/30/2026 9:17:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
--

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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All notices and disclosures will be sent to you electronically

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kristin.dinofia@sanpasqualunion.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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- Until or unless you notify Not Provided as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Not Provided during the course of your relationship with Not Provided.