

AGREEMENT

BETWEEN THE

SOUTH BAY UNION SCHOOL DISTRICT

AND THE

SOUTHWEST TEACHERS ASSOCIATION

JULY 1, 2018

TO

JUNE 30, 2021

SOUTH BAY UNION SCHOOL DISTRICT

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ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 “The Act” means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 1.1.2 “Association” means the Southwest Teachers Association.
- 1.1.3 “Board” as used herein is the Board of Trustees of the South Bay Union School District.
- 1.1.4 “Business Days” are days when the District administrative offices are open for business.
- 1.1.5 “Daily Rate of Pay” means the unit member's annual contracted salary divided by the number of duty days.
- 1.1.6 “District” means the South Bay Union School District.
- 1.1.7 “Duty Days” are days on which unit members are required to report to work.
- 1.1.8 “Exclusive Representative” refers to the Southwest Teachers Association.
- 1.1.9 “Member of the Unit” refers to any regular full-time and part-time, permanent, probationary and temporary certificated employee of the District serving in the following positions: classroom teachers, psychologists, nurses, special education special day class teachers, speech therapists, GATE teachers, music teachers, reading specialist/professional development, resource teachers, resource specialist program teachers, program specialists, certificated personnel assigned to county office, camp teachers, extended year teachers (extended year teacher defined as a regular full or part-time, probationary, temporary, or permanent certificated employee of the District, employed in the Exceptional Needs Intersession Program), bilingual classroom teachers, APE teachers, educational technology resource teachers, bilingual resource teachers, integrated special day teachers, educational social workers, visually handicapped itinerant resource specialist, VPA classroom teachers and certificated personnel on leave from positions described in this section. Superintendent, associate superintendents, assistant superintendents, directors, coordinators, principals, assistant principals, substitutes and all management, confidential, and supervisory personnel as defined by the Act are not considered members of the unit.

- 1.1.10 “Negotiable Items” shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200 of the Government Code, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for processing grievances 3548.5, 3548.6, 3548.7, and 3548.8 of the Act. The above definition is subject to ongoing interpretation by the Public Employment Relations Board.
- 1.1.11 “Regular, Full-Time Employee” is defined as one who is assigned under contract for one (1) semester or more to work the entire day for all of the duty days as provided in this Agreement.
- 1.1.12 “Regular, Part-Time Employee” is defined as one who is assigned under contract for one (1) semester or more to work less than the regular full-time employee as defined in this Agreement.
- 1.1.13 “School Year” refers to the yearly period from July 1 to June 30.
- 1.1.14 “Contract Year” refers to the yearly period from July 1 to June 30.

ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

- 2.1.1 For those employees included in the unit for the negotiations as set forth in Section 1.1.8, the Board hereby recognizes the Association as the certified exclusive negotiating representative of the members of the unit pursuant to the Educational Employment Relations Board election held May 3, 1977.
- 2.1.2 No other group or organization or representative thereof shall be permitted to engage on behalf of any employee included in the unit in any meeting and negotiating with the District regarding matters within the scope of representation.
- 2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative(s) designated by the Board to act in its behalf.

2.2 Negotiations Procedures

- 2.2.1 No later than one hundred (100) days prior to the expiration of this Agreement, the Exclusive Representative shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor agreement.
- 2.2.2 **Tentative Agreement**
During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- 2.2.3 **Final Approval**
When the Exclusive Representative and the District reach tentative agreement of all matters being negotiated, the complete written Agreement shall be submitted to and ratified by the Association and the Board prior to implementation, subject to the provisions of Section 3549 of the Act.
- 2.2.4 Five (5) representatives of the Association shall be allowed reasonable periods of release time for purposes of meeting and negotiating. The Association may elect to designate less than five (5) representatives.

- 2.2.5 Upon request, the Association shall be entitled to a copy of any non-privileged or public document which the Association may require in order to adequately represent its members.
- 2.2.6 Negotiations shall take place at mutually agreed upon times and places.
- 2.2.7 Upon request, the Assistant Superintendent of Human Resources shall furnish the Association with a copy of available written information which indicates the number of unit members placed on each step and class of the salary schedule as of November 1.
- 2.2.8 The parties agree to establish a joint budget committee to assist the bargaining process relative to salary, benefits and other issues that may have financial implications to the District. The parties agree to mutually define the purpose and scope of the committee.

2.3 Distribution of Agreement

Following the final preparation and execution of a successor agreement the District shall print or duplicate and provide without charge a copy of the agreement to each unit member. Newly employed bargaining unit members shall receive a copy of the agreement at the time of employment.

ARTICLE 3

DUES DEDUCTIONS

3.1 Dues Deduction Authorization

In accordance with applicable provisions of existing law, any member of the unit may sign and deliver to the District a revocable written authorization to deduct for the payment of regular dues to the Association. Upon receipt of a proper authorization for dues deductions by a unit member, the District shall reduce that unit member's pay warrant by the designated amount in the next pay period following the closing date for receipt of changes in pay warrants. Unless otherwise provided within this Article or by law, any written dues salary deduction authorization shall continue in effect unless revoked in writing by the unit member.

3.2 Association Obligations

3.2.1 Whenever there is an increase in Association dues, the Association shall provide the District with notification of the increase at a time sufficiently prior to the effective date of the increase to allow the District an opportunity to make the necessary changes in the payroll deduction system. Also, the Association shall provide written notification to unit members regarding any projected increase in Association dues.

3.2.2 Hold Harmless Provision

The Association shall indemnify, defend and hold the District, its officers and/or employees harmless from any claims made of any nature and against any lawsuits arising from the District's actions pursuant to its obligations contained in this Article; provided, however, that the Association shall have the right to designate legal counsel to defend against any such claims or lawsuits.

3.3 Deductions - Other Purposes

Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of such unit member and make appropriate remittance for annuities, credit union, charitable donations or other plans or programs to the extent such deductions are required by law.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including but without limiting the generality of the foregoing, the rights:
- a. To determine and administer policy.
 - b. Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees.
 - c. To determine the number and kinds of personnel necessary for the effective operation of the District and to direct their activities.
 - d. To determine the curriculum.
 - e. To build, move or modify the facilities.
 - f. To develop and administer the budget.
 - g. To determine the methods of raising revenue.
 - h. To contract out work.
 - i. To take action on any matter in the event of an emergency.
 - j. To delegate to the Superintendent and other legally appointed officers the operation of the school system, its properties, and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigations of new educational programs.
- 4.2 The exercise of the foregoing powers, rights, authority, decisions, 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 the law.
- 4.3 It is not the intention of the parties, in setting forth the foregoing rights, to detract from in any way the rights of the Association as expressly set forth in this Agreement.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 General

Except as otherwise provided by law, unit members have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employer-employee relations. Unit members also have the right to refuse to join or participate in the activities of employee organizations.

5.2 Visitations

5.2.1 The Association shall provide the Board, or its designated representative, the names of Association representatives authorized to discuss organizational matters with unit members. Accompanying such notification shall be a statement that all authorized representatives are aware of, and they shall agree to comply with the provisions of this Article.

5.2.2 Authorized Association representatives shall, upon arriving at a school site, report initially to the principal or, in his/her absence, appropriate office personnel providing appropriate information regarding length, place, and general purpose of visit. Such visits shall be scheduled so as not to cause interruption of unit members during duty hours.

5.2.3 Advance arrangements will not be required for individual conferences between officers and officials of an organization.

5.2.4 Association business may not be conducted during times where unit members are required to render service to the District.

5.3 Faculty or Staff Meetings

5.3.1 The agenda of official faculty or staff meetings called for the purpose of carrying out school district business shall be limited to official District or school activities.

5.3.2 In the event that the Association wishes to call a meeting, the Association meeting shall not be convened until after the adjournment of the faculty or staff meeting. The parties may mutually agree to hold the Association meeting before or during the staff meeting.

5.4 District Facilities and Services

5.4.1 The Association may use school district materials or services for the promotion of their business or meetings only as specifically provided herein:

5.4.1.1 **Bulletin Boards**

The Association shall be entitled to use a school bulletin board of reasonable size for official communications directed to members.

5.4.1.2 **School Newsletter**

Space may be provided in the staff information portion of official school bulletins or newsletters for brief announcements of meetings of the Association.

5.4.1.3 **School Mail**

5.4.1.3.1 The Association may use school mail for distributing official organization material to unit members.

5.4.1.3.2 Use of the school mail by the Association shall conform with the requirements of federal law relating to such use.

5.4.1.3.3 Official school district mail has first priority in the use of district mail service.

5.4.1.3.4 Neither the Association nor the District shall distribute labor relations materials to students.

5.4.1.3.5 Association materials being distributed through school mail shall be addressed to individual staff members by name and location. If this procedure is not followed, a member of the Association must be responsible for distributing the materials within each school or department either by placing the materials in individual mail boxes or by personal delivery.

5.4.1.3.6 No member of the District staff shall be expected to assist in such distribution as a part of required duties.

5.4.1.3.7 **E-Mail**

The Association may use District e-mail for purposes of distribution of non-commercial official organizational material to unit members.

5.4.1.4 **Copying Service**

Consistent with past practice regarding usage, the Association may use the District's copying machines with prior approval of the

Superintendent or his/her designee. Paper for such usage shall be provided by the Association.

5.4.1.5 **Use of School Facilities**

5.4.1.6 The Association, subject to approval of the building principal, may use school facilities either before or following the unit members' duty day.

5.4.1.7 When possible, two (2) days advance request for use of District facilities must be made, in accordance with established District procedure, whenever the Association wishes to schedule a District facility to conduct organizational meetings and related activities. No charge will be made for use of District facilities immediately before or after school duty hours. After 5:00 p.m., any additional cost to the District of janitorial services shall be charged to the Association.

5.5 Consultation Rights

5.5.1 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.

5.5.2 In addition to the foregoing, the Association shall have the right to consult regarding pre-school orientation meetings, professional growth days and District sponsored in-service meetings.

5.5.3 The Association shall exercise its consultation rights at a meeting of the Association consultation committee with the Superintendent or his/her designee. Meetings shall be monthly or as scheduled through mutual agreement of the parties. The following procedures shall be used in conducting meetings of the consultation committee.

5.5.3.1 The parties shall jointly plan and facilitate the committee.

5.5.3.2 The committee shall be composed of ten (10) members: five (5) unit members and five (5) district members.

5.5.3.3 Each party shall select their own committee members.

5.5.3.4 The consultation committee shall prepare written minutes.

5.5.4 Participation by the Association on consultation committees shall be limited to five (5) unit members. The Association and the District may mutually agree to expand the number of unit members based upon the topic(s) under discussion.

5.5.5 Upon request, the Association shall be provided with written materials regarding items under consultation and future plans subject to consultation.

5.6 Association Meeting Days

Except in situations involving special circumstances, as determined by the site administrator, no after school District or site meetings shall be held on the first and third Thursdays each month. Such days shall be reserved so that the Association may conduct its business meetings.

5.7 Working Together

Working Together is a valued committee by both parties. The committee shall meet at least three (3) times per year. The purpose of the committee is to strengthen the relationship between the District and the Association; it is not intended to supplant the consultation or bargaining process. The co-chairs shall develop meeting agendas. Members will be selected by each party and strive to represent the Executive Teams of both parties.

The parties agree to explore options whereby the working together model or other shared decision making models may be implemented at the school site level.

5.8 Meeting Between the Principal and Site Representative

The principal and site representative will meet at least six times annually to discuss local school site topics and to enhance relationships between members and site leadership.

5.9 Assembly Bill 119 Implementation

5.9.1 The District shall hold yearly new employee orientations. The initial orientation shall be offered no later than the last week of August. SWTA/CTA/NEA will be given the opportunity to make a presentation exclusively to its bargaining unit members (including use of audio and video equipment if necessary) not to exceed 45 minutes. A second orientation shall be held no later than the last week of January. The District and SWTA will collaborate to determine the dates and times of the new employee orientation sessions each year. The orientations shall take place during the regular duty day. Coverage shall be provided so that all new employees can attend. Additionally, newly hired SWTA/CTA/NEA bargaining unit members will be given SWTA information in their employment packet.

5.9.2 Within 30 days of hiring a new employee, the District must provide SWTA with the name, job title, department, work location, work, home, and cell phone numbers, personal email addresses on file, and home address. The District shall provide SWTA a comprehensive list of all bargaining unit members containing individual name, job title, department, work location, work, home, and cell phone numbers, personal email addresses on file, and home address upon request from the Association.

ARTICLE 6

HOURS OF EMPLOYMENT

6.1 Unit Member Work Year

Effective July 1, 2013, the unit member work year shall be 185 days. The work year shall include 180 student days. The beginning of each school year shall include: two teacher preparation days free from workshops, in-services, student/parent visits and other site or District meetings, and two work days devoted to professional development, site-based meetings, and collaboration team meetings. One parent conference day shall be scheduled in the fall. Any increase in the teacher work year shall be accompanied by a pro rata increase in annual compensation.

- 6.1.1 Three (3) early release days shall be designated as professional growth days for purposes of District wide professional growth.
- 6.1.2 There will be eight (8) consecutive minimum days located on the calendar for fall parent-teacher conferences.
- 6.1.3 All schools will implement an early release day which shall be the same throughout the District. Students will be dismissed one (1) hour earlier on the early release day. For the remaining days of the week students will attend the number of instructional minutes necessary to maintain the total number of instructional minutes as specified in Section 6.3.

6.2 Unit Member On-Site Work Day

- 6.2.1 Each unit member shall be required to report to duty thirty (30) minutes before the commencement of the first assigned class at the school, or thirty (30) minutes before the beginning of the school day if not assigned to teaching duties. Each school site shall develop procedures which ensure a brief break period for unit members standing recess duty. Except as provided for in Section 6.2.2, and for minimum days designated as parent conferences, each unit member shall be required to remain on duty fifteen (15) minutes after the last regular class at the school is dismissed, including days designated as Early Release Days per Section 6.1.4 (Wednesdays). The scheduling of minimum days for students shall not affect the length of work day for unit members.
- 6.2.2 Members of the unit may be required by their immediate supervisor to perform teacher-related duties which include: parent conferences, educational field trips, student guidance assistance, Coordinated Compliance Review, one open house, SST team meetings, and Program Quality Review assignments. The total number of hours assigned to these duties shall be governed by the past practice in the District.

- 6.2.2.1 The following duties shall be limited to a maximum of fifty-four (54) hours per school year: staff meetings, curriculum development and professional growth.
- 6.2.2.2 The Board and Association agree to the positive value of participation in PTA meetings, however, participation at PTA meetings shall not be mandatory.
- 6.2.2.3 Nothing within this Article is intended to preclude a supervisor from requesting unit member participation in District or school site sponsored activities.
- 6.2.2.4 Unit members may be released from other duties following the dismissal of children on early release days or will be granted reasonable release time when required to complete five (5) or more independent study contracts for reasons other than late enrollment.
- 6.2.2.5 There shall be fifty-one (51) minimum days in each school year allocated as follows:
- Twenty six (26) minimum days for grade level Professional Learning Communities.
- Eleven (11) minimum days for staff meetings/professional development.
- Three (3) minimum days for District Professional Development
- Eight (8) consecutive minimum days for parent-teacher conferences.
- Three (3) minimum days after each break for teacher planning and preparation. They are as follows: one day after fall break, one day after winter break and one day after spring break.
- 6.2.2.6 Sixty six percent (66%) of PLC is team directed time. (Effective July 1, 2018.)
- 6.2.2.7 Teachers in Grades TK through 8 shall receive three (3) release days. Release Days shall occur on or about each trimester. If a substitute is unavailable to cover a teacher's class on one of the three (3) release days, the teacher shall receive a stipend of \$200.00. A teacher has the option to forego the use of three release days and receive a stipend of \$600.00. All stipends will be paid in June of each year.
- Each unit member shall receive 60 (sixty) minutes preparation and planning period each week to be used at his or her discretion.

Schedules will be developed in collaboration with site principals. On these days unit member shall adhere to the contract day and remain on campus.

6.2.2.8 Three Collaboration/PLC times shall be dedicated to summative and formative assessments and grade level reporting. (Effective July 1, 2016.)

6.2.3 Faculty meetings shall be limited to one and one-half (1 1/2) hours except by mutual consent of the building principal and the school staff.

6.2.4 With the permission of the building principal, a unit member may be released from duty following the completion of the instructional day.

6.2.5 A unit member assigned on a permanent basis to the Outdoor Education Program may select the option of working a four (4) day forty (40) hour week providing this option receives written approval from the camp school principal.

6.2.6 Unit members who serve more than one school during a duty day shall be allowed transfer time of fifteen (15) minutes for travel between work sites.

6.3 Instructional Minutes

The number of instructional minutes per school year shall be as follows:

Kindergarten	50,940 minutes
Grades 1 through 6	55,440 minutes
Grades 7-8	59,040 minutes

6.4 School Calendar Committee

A joint Association/District school calendar committee composed of an equal number of representatives shall be formed. The purpose of this committee shall be to review the school calendar and to develop recommendations. Such recommendations shall be submitted to the Association and District prior to the beginning of contract negotiations.

ARTICLE 7

HEALTH AND WELFARE BENEFITS

- 7.1 Subject to conditions stated hereinafter, the District shall make available medical (dependent coverage), dental (dependent coverage), vision care (dependent coverage), life and income protection insurance benefits for each full-time unit member and each part-time unit member who has a regular basic assignment of twenty (20) or more hours per work week.
- 7.2 The District's medical insurance benefit plans are provided under a participation agreement with Southern California Schools Voluntary Employees Benefits Association (VEBA). Under the participation agreement with VEBA the District's benefit year is January 1 through December 31. The District's annual dollar contribution for each eligible unit member shall be as follows:

7.2.1 **Medical Insurance**

- 7.2.1.1 Eligible unit member participation in the District's medical insurance benefit program shall be pursuant to a three-tiered structure that requires unit members to enroll in Employee-Only coverage, Two-Party coverage, or Family coverage.
- 7.2.1.2 Effective January 1, 2019, the maximum annual District contribution for medical insurance premiums shall be \$13,200 per eligible unit member. All remaining funds not used for premiums from the per eligible unit member amount will be distributed to Two-Party and Family members to defray out-of-pocket costs. The Association will meet with the District to determine the amounts to be calculated and agree to the final numbers.
- 7.2.1.3 Effective January 1, 2020, the maximum annual District contribution for medical insurance premiums shall be \$13,450 per eligible unit member. All remaining funds not used for premiums from the per eligible unit member amount will be distributed to Two-Party and Family members to defray out-of-pocket costs. The Association will meet with the District to determine the amounts to be calculated and agree to the final numbers.
- 7.2.1.4 Effective January 1, 2021 the maximum annual District contribution for medical insurance premiums shall be \$13,700 per eligible unit member. All remaining funds not used for premiums from the per eligible unit member amount will be distributed to Two-Party and Family members to defray out-of-pocket costs. The Association will meet with the District to determine the amounts to be calculated and agree to the final numbers.

7.2.2 Dental Insurance

- 7.2.2.1 Effective January 1, 2019, the maximum annual District contribution for dental insurance premiums shall be the cost of the 2013 dental insurance program.
- 7.2.2.2 Effective January 1, 2020, the maximum annual District contribution for dental insurance premiums shall be the cost of the 2013 dental insurance program.
- 7.2.2.3 Effective January 1, 2021, the maximum annual District contribution for dental insurance premiums shall be the cost of the 2013 dental insurance program.

7.2.3 Vision Insurance

- 7.2.3.1 Effective January 1, 2019, the maximum annual District contribution for vision insurance premiums shall be the cost of the 2013 vision insurance program.
- 7.2.3.2 Effective January 1, 2020, the maximum annual District contribution for vision insurance premiums shall be the cost of the 2013 vision insurance program.
- 7.2.3.3 Effective January 1, 2021, the maximum annual District contribution for vision insurance premiums shall be the cost of the 2013 vision insurance program.

7.2.4 Term Life Insurance

Each eligible member of the unit shall receive term life insurance coverage in the following amounts:

Until Age 70	\$30,000
Age 70 to Age 74	\$19,500
Age 75 and Older	\$15,000

- 7.2.4.1 Effective January 1, 2019, the maximum annual District contribution for term life insurance premiums shall be the cost of the 2016 District's life insurance program.
- 7.2.4.2 Effective January 1, 2020, the maximum annual District contribution for term life insurance premiums shall be the cost of the 2017 District's life insurance program.

7.2.4.3 Effective January 1, 2021, the maximum annual District contribution for term life insurance premiums shall be the cost of the 2018 District's life insurance program.

7.2.5 Income Protection Insurance

7.2.5.1 Effective January 1, 2019, the maximum annual District contribution for income protection insurance shall be the cost of the District's income protection insurance program for the 2019 benefit year.

7.2.5.2 Effective January 1, 2020, the maximum annual District contribution for income protection insurance shall be the cost of the District's income protection insurance program for the 2020 benefit year.

7.2.5.3 Effective January 1, 2021, the maximum annual District contribution for income protection insurance shall be the cost of the District's income protection insurance program for the 2021 benefit year.

7.2.6 General Provisions

The amounts stated within Sections 7.2.1 through 7.2.5 shall constitute exact dollar caps for employer contributions to health and welfare benefits. Those unit members who enroll in more expensive medical plans must sign a payroll deduction card to authorize payment of the difference between the more expensive plan and the Kaiser 10/10 Plan. If the cost of medical, dental, vision or life insurance plans exceeds the amounts specified above, unit members shall be subject to mandatory tenths payroll deductions to cover the difference between the cost of the plans and the maximum employer contributions specified hereinabove.

7.3 Early Retirement Incentive

7.3.1 Subject to the conditions stated hereinafter, the District will pay the medical insurance benefits provided for under Section 7.2.1 for any unit member who retires from District service after fifteen (15) full-time years of service to the District.

7.3.2 The benefits provided for by Section 7.2.1 shall be in effect until the unit member retiree becomes sixty-five (65) years of age.

7.3.3 No unit member retiree shall be eligible to apply for the above benefits until he/she has reached fifty-five (55) years of age.

7.3.4 When benefits provided for in Section 7.3.1 expire, such unit member retiree may, with the carrier's consent and at his/her own cost, participate in the District's medical insurance program in effect.

7.3.5 The benefits under this section shall not include District payment for dependent coverage.

7.4 Retirees shall be eligible to purchase insurance coverage pursuant to the provisions of Education Code Section 7000 et seq.

7.5 **Effective Date of Benefits Coverage**

Unit members shall be eligible for benefit coverage upon employment if they are employed in paid status on the first work week of a month. Unit members shall be eligible for benefit coverage effective the first day of the succeeding month of employment if their first paid date of service is the second work week of the month or later.

7.6 **Registered Domestic Partners**

Subject to the provisions of Insurance Code section 381.5, the District shall provide health insurance coverage to registered domestic partners that is equal to and subject to the same terms and conditions as the coverage provided to the spouse of an insured unit member.

ARTICLE 8

LEAVES

8.1 Sick Leave

- 8.1.1 Members of the unit employed five (5) full days per week are entitled to ten (10) full days sick leave each contract year commencing on the first day of employment. Members of the unit who work five (5) days per week but less than a maximum day are entitled to ten (10) days sick leave each contract year of the same length worked. Members of the unit employed less than five (5) days per week are entitled to ten (10) days divided by five (5) days and multiplied by the number of days worked per week each contract year. Such sick leave shall accumulate from year to year.
- 8.1.2 Should a member of the unit be transferred from a day of less than maximum time to one of greater (or of maximum) time, said unit member's sick leave days accumulated on less than maximum time shall be reduced in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 8.1.2.1 Any unit member who has exhausted all available sick leave and continues to be absent from his or her duties on account of illness or injury for an additional period up to 100 days shall receive 50% of his/her daily rate of pay during the 100 day period or any portion thereof.
- 8.1.2.2 The unit member shall not be provided more than 100 days of differential sick leave, whether intermittent or consecutive, per illness or injury.
- 8.1.2.3 If the use of differential sick leave occurs at a time when the full 100 days will overlap into the next school year, the unit member shall be entitled to only that amount of differential sick leave remaining at the end of the school year in which the illness or injury commenced.
- 8.1.2.4 When a unit member has exhausted all available sick leave, including accumulated sick leave and differential sick leave and continues to be absent on account of illness or accident for a period beyond the 100 day period, and the unit member is not medically able to resume the duties of his or her position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is in probationary status, or for a period of 39 months if the unit

member is in permanent status. When the unit member is medically able, during the 24 or 39 month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24 or 39 month period shall commence at the expiration of the 100 day period of differential sick leave.

- 8.1.3 To the extent permitted by law, sick leave accumulated by unit members in other school districts in California shall be transferred to their credit in this District.
- 8.1.4 Sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence. A full day of sick leave once commenced may not be reinstated as a working day without the approval of the principal.
- 8.1.5 Upon request of a unit member, the Human Resources Department shall provide said unit member with a written statement of the unit member's: (i) accumulated sick leave total; (ii) sick leave entitlement for the contract year; (iii) accumulated emergency leave total; and (iv) emergency leave entitlement for the contract year. Such statement shall be provided as soon as possible but no later than ten (10) working days after said request is made.
- 8.1.6 A member of the unit requesting sick leave benefits may be required to provide such certification as is required by the Superintendent regarding the existence and nature of the unit member's claimed illness or injury.
- 8.1.7 A unit member who has been absent due to alleged illness or injury for a period of time in excess of ten (10) working days may be required to submit a physician's statement certifying that the unit member is physically able to resume the duties of his/her position.
- 8.1.8 Pay warrants shall include a statement of the unit member's sick and emergency leave entitlements when the County payroll system is able to provide such information.

8.2 Maternity Leave

- 8.2.1 The Board shall provide leaves of absence from duty for any female unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, or recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.
- 8.2.2 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 the employment by the District.

- 8.2.3 The female unit member and her physician shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties and report that date to the Human Resources Department. Similarly, the unit member and her physician shall determine and report the date on which she is likely to be physically capable of performing her duties following the termination of the pregnancy. The anticipated beginning and ending date of disability may be revised by the unit member and her physician to conform with the actual dates of disability.
- 8.2.4 Maternity leave, without pay, shall be granted to female unit members in accordance with the following provisions:
 - 8.2.4.1 The female unit member shall submit a written request to the Assistant Superintendent for Human Resources thirty (30) days prior to the anticipated commencement of her maternity leave. Such request shall include the following information:
 - a. The approximate date on which the leave is to begin;
 - b. The duration of the maternity leave.
 - 8.2.4.2 Return to duty from maternity leave without pay shall be governed by the same provisions which govern return to duty from all other leaves without pay.
 - 8.2.4.3 While on maternity leave without pay, a unit member shall have the option to remain an active participant in the District's fringe benefit program by contributing thereto the amount which would have been contributed by the school District in the unit member's behalf during active employment.

8.3 Personal Necessity Leave

- 8.3.1.1 Unit members may use all days of accumulated sick leave granted pursuant to Education Code Section 44978 for reasons of personal necessity.
- 8.3.1.2 When possible, request for personal necessity leave shall be made at least three (3) days in advance to the principal. The principal may request that the Assistant Superintendent of Human Resources verify such requests by appropriate means.
- 8.3.1.3 Advance permission is not required in the following situations:

- a. Death or serious illness of a member of the unit member's immediate family (see Section 8.6.2).
 - b. Accident involving the person or property of the unit member, or the person or property of a member of the unit member's immediate family (see Section 8.6.2).
- 8.3.2 “Personal necessity” shall be strictly limited to circumstances which are unavoidable, beyond the control of the unit member and in the nature of compulsion. Leave for personal convenience does not constitute personal necessity leave.
- 8.3.3 The granting of personal necessity leave is appropriate under the following circumstances:
- 8.3.4 Immediate members of the family entering the service, going overseas or returning from overseas.
 - 8.3.4.1 Hazardous weather conditions causing unsafe travel.
 - 8.3.4.2 Unavoidable emergency business and legal transactions that must be done during the work day.
 - 8.3.4.3 Car accident or breakdown.
 - 8.3.4.4 Transportation of family members when absolutely necessary for medical or dental appointments.
 - 8.3.4.5 To attend school conferences for children of the employee, if necessary, and to attend child’s student disciplinary proceedings when parental attendance is mandatory.
 - 8.3.4.6 Paternity.
 - 8.3.4.7 Members of the immediate family graduating from high school or college.
 - 8.3.4.8 Death of a personal friend or relative not included in the definition of immediate family.
 - 8.3.4.9 Appearance in court as a litigant or as a witness under official order that is not related to services as an employee of the District.
 - 8.3.4.10 Any unforeseen occurrence or combination of circumstances which calls for immediate action or remedy.
 - 8.3.4.11 Observance of a religious holiday.

8.3.5 Requests for personal necessity leave shall be made through the District's current leave system.

8.3.6 Personal Leave

8.3.6.1 Members of the unit are entitled to use two (2) days of sick leave annually for the purpose of dealing with matters of compelling personal importance. These days shall be called personal leave days.

8.3.6.2 A unit member who elects to take a day of personal leave is required to provide two (2) duty days prior written notice to his or her supervisor as an express condition to the granting of the day of leave.

8.3.6.3 Personal leave shall not be utilized for purposes of participating in concerted activities or other collective refusals to provide service.

8.3.6.4 The number of unit members eligible for personal leave at any one school site on each duty day shall not exceed ten percent (10%) of the total number of unit members assigned to the particular site.

8.3.6.5 A unit member who received additional leave days in accordance with the Side Letter of Agreement Regarding Impacts and Effects of Change in Work Year is entitled to utilize those leave days in accordance with these provisions, with the exception that those additional leave days may be utilized without the annual limitation provided in Section 8.3.7.1.

8.4 Emergency Leave

8.4.1 Members of the unit are entitled to three (3) days leave of absence annually for emergency purposes. This leave, if unused, may accumulate to a total of ten (10) days.

8.4.2 The eligibility for emergency leave is identical to the eligibility for personal necessity leave, but this leave is not charged to sick leave benefits.

8.4.3 Emergency leave is subject to, when possible, prior approval of the principal or immediate supervisor.

8.5 Leaves of Absence for Industrial Accident or Illness

8.5.1 Industrial accident or illness leave of absence of up to sixty (60) days shall be granted to unit members in accordance with the provisions of this section.

- 8.5.2 Allowable leave shall not be accumulated from year to year. Eligibility for industrial accident or illness leave is determined in accordance with the Workers Compensation laws of the State of California and the terms and conditions of the District's joint powers agreement providing for the management, operation, and maintenance of a self-insurance program for workers compensation.
- 8.5.3 Industrial accident or illness leave shall commence on the first day of absence.
- 8.5.4 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to workers' compensation proceedings.
- 8.5.5 When a unit member is absent on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due to him/her for any month in which the absence occurs, as, when added to the Temporary Disability Indemnity under applicable provisions of the Labor Code, will result in a payment to the unit member of not more than his/her full salary.
- 8.5.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- 8.5.7 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to other sick leave may be used. A member of the unit shall be entitled to use only so much of the available sick leave which, when added to the workers' compensation award, provides for a full day's wage or salary.
- 8.5.8 During all paid leaves of absence, members of the unit may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
- 8.5.9 Should the entitlement for industrial accident or illness leave be exhausted the unit member may utilize any other leave provided for in this Agreement for which he/she qualifies.

8.6 Bereavement Leave

- 8.6.1 Every unit member is entitled to a leave of absence, not to exceed three (3) days or five (5) days if out of state travel or travel if more than three

hundred fifty (350) miles (one way) is required, on account of the death of any member of the immediate family. No deduction shall be made from the salary of such unit member nor shall leave be deducted from leave granted by other sections of this Agreement.

8.6.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, legal guardian or grandchild of the employee or of the spouse of the employee; son, son in law, daughter, daughter in law, brother, sister, or step-parent of the unit member, or any relative living in the immediate household of the unit member. In cases involving a long-established personal relationship between a unit member and an individual residing within the same household, bereavement may be granted at the discretion of the District.

8.6.3 After bereavement leave benefits have been exhausted, a unit member may use emergency leave and personal necessity leave benefits.

8.7 **Legislative Leave**

8.7.1 Every permanent unit member who is elected to the State Legislature shall be granted an unpaid leave of absence from his/her duties during his/her term of office.

8.7.2 Such absence shall not affect in any way the classification of such unit member.

8.7.3 Within six (6) months after the term of office of such unit member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District.

8.8 **Sabbatical Leave**

8.8.1 Sabbatical leave of absence is a privilege accorded to qualified unit members and is provided for as a leave of absence not to exceed one (1) year for the purpose of permitting study by the unit member who will benefit the school and pupils of the District.

8.8.2 **Qualifications for Sabbatical Leave**

8.8.2.1 **Service**

A unit member is eligible to apply for a one (1) year leave, a one (1) semester leave, or a leave for two (2) nonconsecutive semesters within a three (3) year period of time after the completion of each seven (7) consecutive years of teaching in the District. Absence from service on a leave granted by the Board shall not constitute a break in service for the establishment of eligibility for a sabbatical

leave, but it shall not be counted as one (1) of the seven (7) consecutive years. Qualifying service shall be construed at seventy-five percent (75%) of the teaching days for each school year. Absence from service of the District for a period of not more than one (1) year under a leave of absence, without pay, granted by the Board for services under a nationally recognized fellowship or foundation for research, teaching or lecturing shall not be deemed a break in the continuity of service required and shall be included as a service in computing the seven (7) years of service required.

8.8.2.2 **Frequency**

Not more than one (1) sabbatical leave will be granted in each seven (7) year period. This applies equally to a full year leave, a one (1) semester leave, or a nonconsecutive two (2) semester leave.

8.8.2.3 **Standard of Service**

Any year after the first two (2) years of service in the District in which the employee receives an evaluation report of less than “satisfactory” shall not be included as one (1) of the seven (7) consecutive years of service required, although such a year shall not be considered as a break in the continuity of service.

8.8.3 **Types of Sabbatical Leaves**

8.8.3.1 **Program**

The applicant will submit a statement of the program that he/she proposes to follow while on leave to meet the purposes of sabbatical leave. The program of the applicant must be such as to assist the employee in becoming a better informed, better prepared, and more effective teacher which will contribute immediately in some identifiable manner to the benefit of the educational program for students.

8.8.3.2 **Advanced Academic Study**

Applicants for sabbatical leave under this section shall submit a detailed program of academic study and pursue a full load or the equivalent thereof. (This may vary considerably according to the plan of the applicant - an advanced degree, another credential, a research program, etc.)

8.8.3.3 **Professional Study Projects**

An applicant for a sabbatical leave under this section shall submit a detailed statement of the professional study project to be

undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study or research designed to enhance the teacher's performance in his/her area of specialization.

8.8.3.4 **Combination Leave**

Subject to Board approval, an applicant may receive a sabbatical leave in combination with any of the above-stated sections.

8.8.4 **Sabbatical Leave Requirements**

8.8.4.1 **Return to Service**

The unit member must agree in writing to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

8.8.4.2 **Reports of Completion**

Upon completion of the leave and within sixty (60) days of the unit member's return to duty, he/she shall submit to the Superintendent transcripts of records of work taken and grades earned or summary of his/her study or project together with a statement of the educational growth believed obtained and any other evidence which may indicate that he/she has met the objectives stated in his/her application. The requirements of the sabbatical leave shall not be considered complete until the unit member's report has been reviewed by the Superintendent and the Board.

8.8.4.3 **Application for Sabbatical Leave**

Sabbatical applications should be submitted to the Superintendent by January 1 of the year preceding the school year for which a full year's leave is desired or at least five (5) months preceding the date of beginning a full semester leave.

8.8.5 **Procedures for Approval of Leave**

8.8.5.1 Proposals submitted with the application for sabbatical leave shall include:

- a. Statement of purpose.
- b. Description of the activities planned during the leave.
- c. Contribution of the leave to both the improvement of the unit member and the education of students.

- d. Procedure to be used in reporting the results of the leave.
- 8.8.5.2 All proposals shall be submitted to the Superintendent who shall make his/her recommendations concerning approval of the proposals to the Board.
 - 8.8.5.3 The number of certificated employees, if any, on sabbatical leave shall be at the discretion of the Board.
 - 8.8.5.4 If a unit member fails to follow the program for which he/she was granted a leave of absence, all salary paid to such unit member during the leave shall become due to the District.
 - 8.8.5.5 If a unit member is temporarily disabled while on leave, the paid sick leave policy of the District shall be enforced as though the member is regularly employed during the period of leave.
 - 8.8.5.6 Should the unit member elect to take his/her sabbatical in a part of the world where the District paid insurance is not valid, the school District may elect to pay an equal premium for another health and accident insurance policy outside the United States, or the District may pay the amount of the premium of the District group health policy to the unit member in cash; and he/she shall select and pay for an insurance policy. A copy of said insurance policy shall be filed with the District.
 - 8.8.5.7 Both the Board and the District shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any unit member of the District when death or injury occurs while the employee is on a sabbatical leave.
- 8.8.6 **Compensation While on Sabbatical Leave**
- 8.8.6.1 A unit member while on a full school year sabbatical leave shall receive fifty percent (50%) of the contracted salary he/she would have received had he/she been serving in his/her regular assignment in the District.
 - 8.8.6.2 A unit member on a full one (1) semester leave shall receive fifty percent (50%) of the contracted salary he/she would have received had he/she been in his/her regular assignment in the District.
 - 8.8.6.3 The salary granted the unit member on leave may be paid in either of two ways:
 - a. The salary may be paid in two (2) equal annual installments during the first two (2) years of service rendered in the

employment of the Board following the return of the employee from the leave of absence.

- b. The salary may be paid in the same manner, although not in the same amount, as if the unit member were teaching in the District, upon furnishing, by the unit member, of a suitable bond indemnifying the Board against loss in the event that the unit member fails to render at least two (2) years of service in the District following the return of the unit member from the sabbatical leave.

8.8.6.4 **Effect of Leave on Salary Increments and Retirement**

8.8.7 The leave of absence shall be considered as time in service to the District for salary schedule purposes, and the unit member shall not suffer any loss of increment or class changes due him/her. Further, he/she shall be subject to the existing salary schedule upon his/her return.

8.8.7.1 The leave of absence shall be considered as time in service in the District for retirement purposes. Retirement deductions will be made in proportion to the salary received.

8.8.7.2 **Board Action**

8.8.8 Compliance with the requirements stated in this section does not imply granting of sabbatical leave. The decision rests solely with the Board.

8.9 Long-Term Uncompensated Leave

8.9.1 The Board shall consider on an individual basis a request by a unit member of a long-term uncompensated leave of absence. The granting of long-term uncompensated leave is within the discretion of the Board.

8.9.2 **Purpose**

Long-term uncompensated leave may be granted for the following purposes:

- a. Study
- b. Travel
- c. Work
- d. Health
- e. Child-rearing
- f. Personal hardship

8.9.3 **Eligibility**

An employee shall have completed at least one (1) year of satisfactory service with the District to be considered for long-term uncompensated leave.

8.9.4 **Application**

When possible under the circumstances, requests for long-term uncompensated leave shall be made to the Assistant Superintendent of Human Resources at least sixty (60) days in advance of the desired start date.

8.9.5 **Period of Leave**

A long term uncompensated leave may be granted for a period not to exceed twelve (12) months.

8.9.6 **Commitment of Unit Member**

The unit member granted a long-term uncompensated leave shall inform the Board no later than March 1 of his or her intentions regarding a return to service. If said notification is not received, proper action may be taken to terminate employment. All unit members will be informed of this requirement by the Assistant Superintendent of Human Resources in writing, at the time the long-term leave is granted.

8.9.7 **Commitment of Employer**

At the expiration of the long-term uncompensated leave, the unit member shall be offered a like position to that previously held. Because of the unique nature of their positions, reading specialists, and auxiliary teachers cannot be guaranteed reassignment to a like position. Course credit obtained during long-term uncompensated leave may be applied toward credit on the salary schedule. While on long-term uncompensated leave in excess of thirty (30) duty days, an employee shall be entitled to insurance benefits provided to employees of like status if he/she pays the premiums therefor and he/she is eligible under the terms of the insurance carrier.

8.9.8 Assignment upon return to service from long-term uncompensated leave shall be determined in accordance with the provisions of this Agreement governing voluntary transfers.

8.9.9 Any unit member who takes an approved long-term uncompensated leave which commences and concludes within the same regular school year or which commences after June 1 and concludes the beginning of the next school year, shall return to the position held at the time of the

commencement of such long-term uncompensated leave, provided such position still exists.

8.10 Short-Term Uncompensated Leave

8.10.1 Members of the unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) duty days.

8.10.2 Any unit member wishing to take short-term uncompensated leave shall obtain prior approval from the principal or immediate supervisor.

8.11 Paternity Leave

Unit members may use emergency leave and personal necessity leave benefits for reasons of childbirth, miscarriage, or pregnancy complications of the unit member's spouse.

8.12 Adoption Leave

A unit member may use emergency and personal necessity leave benefits for the purpose of adoption of a child by the unit member. Use of available emergency leave and personal necessity leave under the section shall not exceed six weeks, and is to be used concurrently with Family Care Leave (Section 8.19).

8.13 Military Leave

Unit members shall be entitled to any military leave benefits provided by state law.

8.14 Religious Leave

Each unit member shall be entitled to use emergency leave or personal necessity leave benefits to observe religious holidays of his or her faith.

8.15 Judicial Leave

8.15.1 Unit members who are required to serve as jurors or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.

8.15.2 Judicial leave, when granted pursuant to Section 8.15, may be granted with pay up to the amount of the difference between the unit member's regular earnings and the amount he/she receives for jury or witness fees.

8.15.3 Unit members who appear in court or another governmental proceeding pursuant to a subpoena must submit a copy of the subpoena and/or a court verification of appearance in order to receive pay under this section.

8.15.4 If the unit member receives fees which are in excess of regular earnings, the unit member shall be excused without pay.

- 8.15.5 When a unit member appears in court as a litigant or as a voluntary witness, no salary shall be paid the unit member; however, the unit member may apply for use of emergency or personal necessity leave.

8.16 Association Leave

- 8.16.1 Association representatives shall be entitled to a total of twenty-five (25) days of leave each contract year to utilize for local, state, or national conferences or for conducting other business pertinent to the Association. Association representatives shall be released from school duties upon two (2) days advance notification to the Superintendent by the President of the Association. Association leave shall not exceed ten (10) days per year for any individual unit member.
- 8.16.2 The Association shall pay the District one-half ($\frac{1}{2}$) the cost of substitute services for the first twenty (20) days of leave taken pursuant to Section 8.16.1. The Association shall pay the costs of substitute services for each additional day of Association leave in excess of twenty (20) days up to a total of twenty-five (25) days. The Association may request additional days of Association leave. Such additional days are subject to the approval of the District Superintendent and the Association shall be required to pay for the cost of substitute services for such additional days, if substitute services are required.
- 8.16.3 Effective 2009-2010 school year, the Association President shall receive one day per week release time for Association business using a 0.2 FTE job share teacher. The District will pay 30% of the cost and the Association will pay 70% of the cost.

8.17 Competency Hearing Leave

A paid leave of absence shall be granted to any unit member who is appointed to a commission on professional competence pursuant to Education Code Section 44944(d)(1).

8.18 Catastrophic Illness-Event/Sick Leave Bank

- 8.18.1 Purpose: The purpose of the Catastrophic Illness-Event/Sick Leave Bank (Sick Leave Bank) is to create a bank of sick leave days from which participants may apply for additional sick leave days when suffering from a catastrophic event or illness.
- 8.18.2 Eligibility: The use of this Sick Leave Bank shall only be available to all unit members who have made a donation to the Bank. The exception to this restriction shall be any unit member who was absent due to an approved catastrophic illness allowed under this policy at the time of the adoption of this policy.

- 8.18.3 When Granted: Unit members who suffer a catastrophic illness which results in the unit member using all available paid leave, shall become eligible to use this Sick Leave Bank, subject to the restrictions and conditions outlined in this policy.
- 8.18.4 Leave Bank: The District shall establish a Sick Leave Bank to which all unit members may donate earned and unused sick leave days to the Leave Bank. This donation shall be irrevocable, and shall be accomplished by the unit member filing a “Sick Leave Bank Donation Form.” The form shall clearly state that the sick leave days being donated are irrevocably given to the Sick Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation, and shall not be donated to a specific unit member for his/her exclusive use.
- 8.18.5 Limit on Number of Days: Unit members must have at least two (2) years of service from date of hire and have at least fifteen (15) days of sick leave accrued remaining after donating to the Leave Bank. Unit members must contribute a minimum of one (1) day per year to become a member of the Sick Leave Bank subject to the provisions of Section 8.18.7.1. Eligible unit members may donate up to a maximum of one-half of their yearly accrual.
- 8.18.6 Exclusions: Workers' compensation claims and related illness leaves shall be excluded from the benefits of this policy.
- 8.18.7 Solicitation of Donations: There shall be an annual open enrollment period for unit members who are not members of the Leave Bank beginning September 15. Contributions for the Sick Leave Bank shall be donated by the last work day in October of each year. At the beginning of the donation period, the Human Resources Office shall send to each unit member a notice outlining the Sick Leave Bank program and a “Sick Leave Bank Form.” All donations must be received by the Human Resources Office by the last work day in October.
- 8.18.7.1 Those unit members who have donated one (1) or more days prior to the 1998-99 school year shall be a member of the Leave Bank without further donations.
- 8.18.7.2 Eligible unit members who have donated to the Leave Bank shall remain a member of the Leave Bank without an additional donation from year to year. However, should the available number of days remaining in the Leave Bank fall below one hundred (100), there shall be a subsequent donation period of not more than thirty (30) days open to eligible unit members. In order for a unit member to maintain membership in the Leave Bank, he/she must

donate not less than one (1) day, subject to the provisions of Section 18.18.5.

- 8.18.8 Maximum Number of Days Used: The maximum number of days allowed to be utilized by one unit member for a single catastrophic event or illness shall not exceed fifty (50) days or fifty percent (50%) of the total available bank whichever is less.
- 8.18.9 Approved and Unused Days Returned to Sick Leave Bank: Any days approved by the Committee that are unused by the unit member shall be returned to the Sick Leave Bank.
- 8.18.10 Part-Time Unit Members: For unit members working less than full time, eligibility to donate to the Leave Bank, donations to the Leave Bank, and days of utilization shall be prorated.
- 8.18.11 One Used Day Equal to the Unit Member's Regular Pay: If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same pay the unit member would have received had the unit member worked that day.
- 8.18.12 Unit Members on this Leave Considered in Paid Status: Unit members who are granted use of Sick Leave Bank days shall be considered in regular paid status during such use.
- 8.18.13 Coordination with Fifty Percent (50%) Leave: Leave granted under this policy shall be coordinated with fifty percent (50%) leave to create a full day of wages.
- 8.18.14 Definition: "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, which incapacity requires the unit member to take time off from work for an extended period of time, and taking an extended period of time off creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid leave.
- 8.18.15 Sick Leave Bank Review Committee: All unit members wishing to use the Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall state the maximum number of days requested by the unit member. A Sick Leave Bank Review Committee shall consider the request of the unit member. The Committee may request that the unit member provide it with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Sick Leave Bank Review Committee shall consist of four standing Committee members selected by the Association. The Assistant Superintendent, Human Resources, shall also be a member of the Sick Leave Bank Review Committee. Approval of any request shall

require a majority affirmative vote of the Committee. The decision of the Committee shall be final and binding.

- 8.18.16 Alternate Sick Leave Donation: If a unit member has a “catastrophic illness” but is not a participant in the Sick Leave Bank, they shall be eligible for voluntary donations. The District and the Association shall review the unit member's application to verify the legitimacy of the “catastrophic illness.” Upon verification, the Association shall solicit voluntary donations from the entire bargaining unit and submit them to the Human Resources Department. Voluntary donated leave shall be applied in the same manner as Sick Leave Bank donations (ref. Sections 8.18.3, 8.18.6, 8.18.10, 8.18.11, 8.18.12, 8.18.13, and 8.18.14). Bargaining unit members must have at least fifteen (15) days of sick leave remaining after donating, in order to voluntarily donate. Unit members may donate to a maximum of one-half of their yearly sick leave accrual. Voluntary donations given under this procedure may not be used as a basis for participation in the Catastrophic Illness-Event/Sick Leave Bank. The maximum number of days allowed to be utilized by one unit member for a single catastrophic illness shall not exceed fifty (50) days.

8.19 Family Care Leave

- 8.19.1 A unit member who has been employed one year as a regular certificated employee of the District and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for family care leave for up to twelve (12) work weeks within a twelve (12) month period.
- 8.19.2 Family Care Leave means leave for reason of the birth or adoption of the unit member's child, or placement of foster child with the unit member; leave to care for seriously ill child, spouse or parent; leave for the unit member's own serious health condition.
- 8.19.3 When applicable, the District may require that a unit member's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring care.
- 8.19.4 Unit members granted family care leave must utilize all available paid leave during the period of leave. Following the exhaustion of all paid leave the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section “available paid leave” means leave for which the employee meets the District's usual requirements for the use of such leave.
- 8.19.5 Group health plan coverage and premium payments shall be paid by the District on the same basis as if the unit member were in paid status.

- 8.19.6 The District may recover from the unit member its cost of premium payments for group health plan benefits paid during periods of unpaid family care leave if the unit member fails to return to work after the expiration of family care leave.
- 8.19.7 Unit members returning from family care leave shall be placed in accordance with Section 8.9.9.
- 8.19.8 The provisions of this leave shall be interpreted with reference to applicable federal regulations (29 C.F.R. 825).

8.20 Maternity and Paternity Leave for Child Bonding/Child Care

- 8.20.1 Pursuant to Education Code section 44977.5, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), he or she may use up to twelve (12) work weeks of substitute differential pay leave earned and available under the Sick Leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week's differential pay shall be reduced by any period of sick leave, including accumulated sick leave, Personal Leave or Personal Necessity Leave taken during a period of maternity or paternity leave pursuant to CFRA (Government Code section 12945.2).
- 8.20.2 A unit member shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.
- 8.20.3 For purposes of this section, "maternity or paternity leave" means child bonding or child care leave taken within the first twelve (12) months following the birth of the unit member's child, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member, as provided in CFRA.
- 8.20.4 Leave taken under this section shall be in addition to leave taken by an unit member due to her disability caused by pregnancy, child birth or related medical conditions.

ARTICLE 9

TRANSFER AND REASSIGNMENT PROCEDURES

9.1 General

Subject to the provisions of this Article, assignment for members of the unit shall be determined by the Superintendent pursuant to Section 35035 of Education Code.

9.2 Definitions

9.2.1 “Transfer” is defined as the assignment of a unit member from one site to another.

9.2.2 “Voluntary Transfers” is a transfer which is initiated through a request submitted by a unit member.

9.2.3 “Administrative Transfer” is a transfer which is initiated and effected at the discretion of the Superintendent.

9.2.4 “Reassignment” is defined as the movement of a unit member from the position he/she holds to another position at the same site.

9.3 Reassignment

9.3.1 Voluntary Reassignment

9.3.1.1 Unit members are eligible to request voluntary reassignment to any position for which they hold the proper credentials. School site personnel shall be considered for vacancies prior to posting positions District wide for transfers. Unit members shall have an opportunity to submit a “Voluntary Reassignment Request Form” (Appendix J) to their principal prior to assignments being made for the subsequent school year. Principals shall consider position preferences prior to making assignments. Principals shall determine grade level assignments and unit members shall be informed of their assignment in writing for the subsequent school year no later than the last workday of the first week in June. Unit members may modify or submit a new “Voluntary Reassignment Request Form” to the principal by the last workday of the second week in June. Should positions become vacant after the end of the second week in July, the principal shall first consider persons who have submitted “Voluntary Reassignment Forms” and who have indicated an interest in being considered for specific positions which become vacant prior to the end of the first twenty (20) workdays of the new school year. Should a vacancy occur for which no one has applied or has been accepted, the principal may

consider other staff members for such a vacancy subject to reassignment posting deadlines prior to posting the vacancy for District wide transfers.

9.3.1.2 When vacancies occur, those vacancies are to be announced to the whole staff in writing via the weekly bulletin or staff memo and email. A reasonable attempt shall be made to contact staff members on vacation regarding vacancies. This announcement shall include a closing date no less than five (5) working days from the posted announcement for the positions in consideration. This posting requirement shall be no less than two (2) days during the thirty (30) days prior to the first workday of the new work year.

9.3.1.3 Selection for the vacancy shall be based upon district wide seniority, professional training and experience, credentials, the continuity of school programs for the students, and staff working relationships. When equal seniority is an issue, the decision will be settled by a lottery.

9.3.1.4 Any unit member requesting a reassignment shall have an opportunity to meet with the principal to discuss selection criteria for the position and the unit member's qualifications.

9.3.2 **Exchanges**

9.3.2.1 Based on mutual consent and the approval of the site principal, unit members at a school site shall be able to exchange assignments prior to the commencement of a school year.

9.3.2.2 If a unit member's request to exchange assignments has been denied, he/she will, upon request, receive a written statement of the reasons therefor.

9.3.3 **Involuntary Reassignment**

9.3.3.1 When an involuntary reassignment becomes necessary, the principal shall consider volunteers first. Other factors to be considered are: district wide seniority, student population needs, health and welfare of students and unit members, the continuity of the school programs for students, and staff working relationships.

9.3.3.2 When an involuntary reassignment becomes necessary, the unit member to be affected shall receive written notification as soon as the necessity for the reassignment is known, including the rationale for the reassignment.

9.3.3.3 Involuntary reassignments shall not be arbitrary or capricious, nor based solely upon norm referenced test scores. The reasons for

involuntary reassignment include a change in student number/population, a change in the composition of student population, the filling of a vacant position, a change in a school site educational program, to meet the special needs of a specific class, credentials/training of unit members and other legitimate educational needs of the school site, i.e., working relationships and job performance.

9.3.3.4 Principals shall make a good faith effort to avoid involuntary grade level reassignments. Annually, school staffs shall be surveyed for the purpose of obtaining information relative to personal preferences of possible grade level changes. Principals considering unit members for involuntary grade level reassignments shall call a meeting with those unit members to discuss the principal's intentions and reasons prior to a final decision. Upon request, unit members shall receive a written statement of the reasons for the grade level changes.

9.3.3.5 Unit members, including Pre-School Teachers, who are to be reassigned or who must be transferred to a different classroom at the same site shall be notified as soon as possible. In the event that their reassignment is to take place, the school principal shall meet with the affected unit members prior to the time at which the reassignment is to take place. Unit members who are reassigned shall be given two (2) release or compensation days for moving and preparation. The two (2) release or compensation days shall be taken no later than April 15 of the school year in which the reassignment becomes effective. If requested, the District will provide labor and transportation to move the unit member's materials to the new assignment.

9.3.4 **Reassignment - Appeal Procedures.**

9.3.4.1 Any unit member who does not receive a requested voluntary reassignment or exchange or who is involuntarily reassigned shall, upon request, be given a written statement of specific reasons therefor.

9.3.4.2 Decisions on voluntary and involuntary reassignments and exchanges may be appealed to the Assistant Superintendent of Human Resources. Such appeals must be commenced within two (2) duty days following notice by the unit member of the principal's decision.

9.3.5 **Initial Assignment of Grade Levels.**

Principals shall make a good faith effort to honor unit member preference with respect to first choices regarding grade level assignment; however, all grade level assignments shall be subject to final approval by the building principal. Grade level assignments shall not be arbitrary or capricious. Upon written request, a unit member shall be given a statement in writing regarding the reasons for a decision on a grade level assignment which is contrary to the teacher's preference. After assignments have been completed, two unit members teaching at the same level may propose the exchange of grade level assignments, subject to final approval by the building principal. The building principal's denial of a proposed exchange shall not be arbitrary or capricious. Upon written request, the unit members proposing the exchange shall be given a statement in writing regarding the reasons for the denial of the proposed exchange.

9.3.6 No unit member shall be involuntarily assigned to a position which results in a reduction in pay or extension of the work year. For purposes of this section, the reduction of pay concept refers to an involuntary assignment to a work year of less than 185 days. This section shall be inapplicable to those unit members serving in positions which include a yearly assignment in excess of 185 days (i.e., Consulting Teachers, Support Providers) or stipend for specialized services (i.e., IEP chairperson).

9.4 Voluntary Transfers

9.4.1 The building principal shall identify vacancies and shall advise the Human Resources office of such vacancies within five (5) working days of knowledge of the existence of an assured vacancy.

9.4.2 Vacant positions shall be emailed to unit members and will also be posted on the Human Resources District web page. When possible, notices shall include location, grade level, and special credential requirements. The principal shall notify the Human Resources Office in the event a posted position has changed due to a reassignment at the school and the position shall be reposted.

9.4.3 Anticipated vacancies for the coming school year and those positions which become vacant before the Monday before the first week of the instructional year shall be subject to the posting and bidding procedures in this Article.

9.4.4 Consistent with current practice, all unit members shall be considered for voluntary transfer on an equal basis without regard to special credentials possessed by the unit member, as long as the unit member possesses valid credentials for the vacant position.

9.4.5 To be eligible for a voluntary transfer, unit members must submit a Voluntary Transfer Request Form (Appendix K) for any current or potential vacancy to the Human Resources Office prior to the last work day in April. A list of unit members requesting voluntary transfers, including the requested school and assignment, shall be provided to site administrators and the Association.

Unit members who have applied for a vacant position as specified above by completing the Voluntary Transfer Request Form shall be interviewed for position(s) within five (5) duty days after the closing date by a site interview committee.

9.4.6 **Site Interview Committee**

9.4.6.1 The site interview committee shall be composed of site administrators and unit members and shall contain a majority of unit members. Site unit members shall select their representatives on the site interview committee. The interview committee will meet before the interviews to determine the selection criteria and the interview questions and procedures. The school site interview committee may determine that additional members may be added to the interview committee for specific interviews. Unit members shall make themselves available to be interviewed by the interview committee at a mutually agreeable date and time. If no agreement can be reached, the interview committee will designate a date and time for the interview.

9.4.6.2 The site interview committee shall act in an advisory capacity to the site administrator. The site administrator shall have the final responsibility to grant or deny a voluntary transfer.

9.4.6.3 The site administrator shall be responsible to contact all applicants for scheduling interviews within the time limits specified in the voluntary transfer procedures.

9.4.6.4 Unit members who will be on vacation during the time interviews will be conducted may request an interview with the interview panel prior to going on vacation.

9.4.7 The Human Resources office shall maintain a current job information telephone line which specifies current vacancies, and special credentials required for positions. As vacancies occur, unit members may refer to the District Human Resources web page.

9.4.8 In consideration of requests for voluntary transfers, the following factors shall be applicable:

- a. Affirmative action goals of the District;

- b. Credentials;
- c. Prior performance evaluations;
- d. Knowledge of programs;
- e. Ability to maintain effective learning environment; and
- f. Opinion of building principal.

- 9.4.9 In cases where more than one (1) applicant equally satisfies the criteria mentioned just above, the unit member with the greatest District wide seniority shall be transferred.
- 9.4.10 Unit members who have been granted or denied a voluntary transfer shall be notified as soon as possible but no later than two (2) business days after the last interview for the vacancy has been conducted. The unit member shall notify the site administrator or Assistant Superintendent of Human Resources of his or her intent to accept or reject the transfer no later than 5:00 p.m. of the business day following notification.
- 9.4.11 Unit members who are transferred suddenly after the beginning of the school year shall upon request be given two (2) release days for moving and preparation. If requested, the District will provide labor and transportation to move the unit member's materials to the new assignment.
- 9.4.12 New hires shall be considered for vacant positions after the filling of positions by reassignment/voluntary transfer.
- 9.4.13 If a unit member's request for a voluntary transfer has been denied, he/she will, upon request, receive a written statement of the reasons therefor.
- 9.4.14 This Article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire when the Superintendent determines that the new hire is more qualified or more suitable in terms of the affirmative action goals of the District to fill the vacancy than existing bargaining unit members requesting a voluntary transfer.
- 9.4.15 A list of members who have applied for transfers, including those accepted, and those denied shall be compiled annually by the Assistant Superintendent of Human Resources. This list shall be submitted to the President of the Association.
- 9.4.16 Positions which became vacant subsequent to the first twenty (20) working days of the school year shall be filled on an interim basis for the remainder of the school year and such positions shall be deemed vacant positions for the next school year and shall be subject to the posting and bidding procedures in this Article relating to voluntary transfers. Posting

and bidding procedures to fill the positions for the next school year shall be implemented within the current school year and any unit member selected for the transfer shall assume the vacant position at the beginning of the next school year.

- 9.4.17 Unit members may exchange assignments; intra-school, with approval of the principal, and inter school with the approval of both principals and the Assistant Superintendent of Human Resources. Such exchanges may only occur prior to the commencement of the school year.
- 9.4.18 The fact that a unit member requesting a voluntary transfer is a BTSA Support Provider shall not place such individual in a privileged or preferred status when being considered for the voluntary transfer. Such individual shall be considered solely on the basis of the criteria set forth in Section 9.3.8.

9.5 Administrative Transfers

- 9.5.1 Administrative transfers shall be based upon whether or not the administrative transfer serves the best interests of the District, as determined by the Superintendent. "Best interests of the District" includes, but is not limited to, the following factors: working relationships, the health and welfare of students and unit members, enrollment conditions, instructional requirements, and specific staff needs.

In cases where an administrative transfer becomes necessary due to a change in student enrollment, a change in composition of student population, a change in school site educational programs or a change in credentialing requirements for a position, volunteers and the District wide seniority of prospective transferees shall be given consideration. Unit members who are to be administratively transferred for the reasons stated in this section shall be given first consideration for positions which become vacant prior to District wide posting. A list of vacant positions in the District will be made available to all unit members being administratively transferred. Such unit members may request the positions in order of preference to which they desire to be transferred.

- 9.5.2 A notice of administrative transfer for the coming school year shall be given in writing to the unit member as soon as practical and prior to June 15, except in cases involving unforeseen circumstances. Notice of an administrative transfer for the current school year shall be given in writing to the unit member as soon as it is known.
- 9.5.3 If the administrative transfer occurs, the unit member, including Pre-School Teachers, being administratively transferred will be given two (2) days of release or compensation time for the purpose of moving to the new assignment. The two (2) release or compensation days shall be taken no

later than April 15 of the school year in which the reassignment becomes effective. If requested, the District will provide transportation and labor to move the unit member's materials to the new assignment.

9.5.4 Before an administrative transfer is acted upon, the Assistant Superintendent of Human Resources or his or her designee shall advise the transferee of the reason for the transfer. The reasons for the transfer shall be communicated through a telephone conversation, written correspondence to the last known address of the transferee or a personal interview. In any event, written reasons for the transfer shall be submitted to the transferee.

9.5.5 A personal conference, if requested, shall be held to further discuss the reasons for the transfer. Prior to such conference, the unit member transferee shall be given three (3) duty days advance notice. The unit member transferee shall have the right to have a representative present at said conference.

9.5.6 No unit member shall be transferred arbitrarily or capriciously.

9.5.7 **Mass Involuntary Transfers**

Except where required by statutory law or the final order of a court of competent jurisdiction, or in cases of the staffing of a new school in the District, the District shall not implement mass involuntary transfers of unit members.

ARTICLE 10

SAFETY CONDITIONS OF EMPLOYMENT

- 10.1 The District and the Association agree the safety of all unit members and students is a priority. A copy of District rules and regulations governing student discipline and the rights and responsibilities of unit members relating thereto shall be posted at each school site.
- 10.1.1 Annually site principals, in concert with the staff, shall review, and update as necessary, the school wide positive student support plan, and protocols for responsiveness, which at a minimum shall include expectations and possible corrective actions to ensure respectful, responsible, and safe student behavior, and staff responsibilities for implementation. A plan for communication with parents/guardians regarding their partnership with the site/District in the support of their students may be discussed. In the event the site plan includes a specific behavior strategy (PBIS, restorative practices, MTSS, etc.) appropriate training shall be provided.
- 10.1.2 When students are referred to the office, after the unit member has followed the guidelines of the school wide positive student support plan, either the principal or the unit member may request to meet to discuss appropriate consequences and develop a plan to address student behavior concerns. If consequences issues solely by the principal there will be communication with the unit member either verbally or in writing in a timely manner.
- 10.1.3 In addition, when a unit member is concerned that a student may require additional behavior interventions, the unit member shall request an SST meeting. Every effort shall be made to schedule requested SST meetings in a timely manner.
- 10.2 A unit member may suspend, for good cause, any pupil from his or her class for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the unit member or the parent or guardian so requests. The pupil shall not be returned to the classroom from which he/she was suspended, during the period of the suspension, without the concurrence of the unit member and the principal. A pupil suspended from a class shall not be placed in another classroom during the period of suspension.
- 10.3 In cases involving the possible exclusion or expulsion of a pupil by the Board, the affected school staff may submit written recommendations to the Board. Such recommendations shall be confidential in nature and shall be presented to the site principal for submission to the District Superintendent. Following a decision by the

Board, the affected staff shall receive written notification of the Board's decision. Such notification shall be confidential in nature and shall include a statement of reasons for the Board's decision.

- 10.4 A unit member may use such reasonable force as is necessary to protect himself/herself from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil. Any time a unit member finds it necessary to use such force, he/she shall immediately report this incident to his/her immediate supervisor whether or not he/she considers this use of force as necessary to protect himself/herself or a pupil.
- 10.5 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward personnel at any time or place which is related to school activity or school attendance, shall be reported by employees to their immediate supervisor. Employees shall notify the District of any violations as described herein and shall complete required reports as soon as practical.
- 10.6 If a unit member becomes aware of a possible hazard to workplace safety/health, he/she shall immediately notify the site administrator who shall take appropriate action. If necessary, the unit member may remove the pupils from the workplace.

10.7 **Buildings and Grounds Safety**

An employee has the right to submit written recommendations to the immediate supervisor regarding the maintenance of safe working conditions, facilities, and equipment, repairs and modifications, and other practices to ensure compliance with the applicable standards and provisions of the District's fire and liability program.

- 10.8 The District shall post at prominent entry locations, at each site, notices for regulating unauthorized persons and loitering on campus.
- 10.9 The District shall comply with applicable governmental safety requirements such as those mandated by CAL-OSHA or the Department of Agriculture. Any alleged violation of this section shall not be subject to the grievance procedure. Instead, alleged violations shall be processed through applicable agency procedures.
- 10.10 A copy of the District's Hazardous Materials List shall be posted in a conspicuous location at each school site. A unit member may refuse to use any District supplies which contain ingredients included on the list. The District shall, upon the request of a unit member, provide alternative supplies if such District supplies contain ingredients included on the list.
- 10.11 The parties will continue discussions on the safe and orderly removal of hazardous materials, and on the instruction of students with AIDS and other communicable diseases.

ARTICLE 11

CLASS SIZE

- 11.1 Unless otherwise provided in this Article, class size shall be governed by appropriate provisions of the California Education Code.
- 11.2 The District-wide pupil to teacher ratio shall not exceed 29.8 to 1.
- 11.3 Individual class size shall not exceed thirty-two (32) pupils in any classroom.
- 11.3.1 Effective July 1, 2016, the grades TK-3 school site average pupil-to-teacher ratio shall not exceed 24:1. Effective July 1, 2021, the grades TK-3 school site average pupil-to-teacher ratio shall not exceed 25:1 unless otherwise negotiated by the parties.
- 11.3.2 Effective July 1, 2016, the grades 4-6 school site average pupil-to-teacher ratio shall not exceed 31:1.
- 11.3.3 Effective July 1, 2016, individual class size for grades 7-8 shall not exceed thirty-two (32) pupils in each classroom.
- 11.4 The District shall attempt to limit individual class size in combination classes to 30 pupils.
- 11.5 The District shall attempt to reduce bilingual classes to a District average of 29.5:1. For purposes of this section, a bilingual class is defined as a class in which the teacher is required as a primary function of the instructional program to offer instruction in a language other than English to at least 10 identified students (ELL).
- 11.6 The District shall provide the Association with a copy of the monthly class size report which is prepared by the District. A separate monthly report shall also be provided to the Association detailing the bilingual class size average.
- 11.7 Bilingual combination classes shall receive instructional aide assistance for the total number of minutes devoted to Language Arts as specified in the Model Instructional Day (i.e., kindergarten, 60 minutes; grades 1-3, 150 minutes; grades 4-6, 120 minutes).
- 11.8 The District will make a good faith effort to avoid combination grade level assignments for bilingual classrooms.
- 11.9 Whenever possible, the District will make every effort to ensure classes are balanced to +/-4 students. A process will be in place at each school site to determine equitable student placement.

ARTICLE 12

EVALUATION PROCEDURES

12.1 Purpose of Evaluation Procedures

It is understood and agreed by the parties that the principle objectives of evaluation are to recognize strengths, to increase teacher effectiveness through a continual growth model, to demonstrate student learning gains, to assess the implementation of effective teaching strategies and programs, and to influence decisions about continued employment.

The process is intended to assist educators new to the profession in acquiring the skills necessary to be effective and to guide veteran educators in their career-long pursuit of excellence. The parties expect educational professionals to engage in ongoing reflection and improvement throughout their careers and the District is committed to assist all certificated employees to improve their professional skills.

The California Standards for the Teaching Profession was the cornerstone document utilized in the development of the South Bay Integrated Professional Learning System for Educator Effectiveness and Evaluation (IPLS). The IPLS is a growth model for continuous reflection and development.

The parties recognize the statutory rights and obligations of the District and members regarding employment status, disciplinary action, and evaluation, as specified in the California Education Code and reaffirmed in Article 4.1.b.

For the term of this agreement, the parties shall reopen Article 12, Evaluations, annually to review and revise content as needed.

Overview of the Evaluation Procedures

This Article establishes a multi-track evaluation procedure designed to improve instruction and support professional growth and to influence decisions about continued employment.

- a. The Professional Practice Track is designed to allow certificated unit members, in collaboration with their evaluator, to define a program of professional growth for a period of evaluation and to be evaluated in terms of that program.

- b. At the end of the Professional Practice Track, a unit member shall receive a Professional Practice Summative Report. Typically, the Professional Practice Track shall occur during year one (1) of the three (3) year IPLS cycle, although in certain circumstances this timeline may be continued.
- c. The Advisory and Structured Intervention Track is designed to assist unit members in specific areas of improvement and growth and to influence decisions about continued employment.

12.2 For purposes of this article, except as otherwise provided in this agreement, every member of the unit shall participate in the Integrated Professional Learning System (IPLS) Professional Practice Track one (1) time during a three (3) year period. The evaluation will be in collaboration with their evaluator (site administrator, immediate supervisor, director or program coordinator). Years two (2) and three (3) shall be for reflective growth unless other provisions of this article apply.

12.3 Professional Practice Track

The Professional Practice Track of the evaluation process will include goal setting based upon the CSTPs, informal walkthrough observations, at least one scheduled observation, at least one pre observation conference, a post observation mid-year conference, and a Professional Practice Track Summative Conference and Report (formal evaluation report).

12.3.1 Goal Setting includes:

- a. Reviewing data gathered by both evaluator and unit member to establish goal setting.
- b. The completion by the unit member of the required Educator Self Reflection Tool (Form A) for the three (3) related CSTP progressions outlined in the IPLS Forms A1-A6.
- c. Selection of three (3) focus elements, two that have been pre-selected by the district and one mutually agreed upon, and the development of one specific, measurable, attainable, relevant and time-bound (SMART) goals mutually agreed upon for each. Evidence used to measure SMART goals shall be determined by the unit member.
- d. The completion by the evaluator and unit member of the Professional Learning Plan as outlined in the IPLS Form B.

- e. Establishing a date for a scheduled observation and mid-year conference

12.3.2 An informal walkthrough observation is described as follows:

- a. It may be announced or unannounced
- b. It may or may not include a pre-observation conference
- c. Informal walkthrough observations will be documented using Form E. A copy of Form E will be provided to the unit member following an informal walkthrough.
- d. There will be at least five (5) informal walkthrough observations spread equally per trimester however, informal walkthrough observations shall be reasonably related to the principle objectives stated in 12.1.

12.3.3 For purposes of the Article, a scheduled observation and post observation mid-year conference is described as follows:

- a. Components of the scheduled conference include a pre-conference, scheduled observation and mid-year conference with the evaluator.
- b. It is scheduled or announced in a timely manner to allow for adequate preparation.
- c. A pre-observation conference to discuss upcoming observation will be held between the unit member and evaluator. A unit member may elect to submit a written lesson plan. The parties may mutually agree to forego the pre-observation conference.
- d. The observation must last at least twenty (20) minutes.
- e. The observation will be followed by a written observation summary (Form C), which will be developed and completed collaboratively at a post-observation Mid-Year conference which occurs within five (5) duty days of the observation.

12.3.3.1 Mid-Year conference includes:

- a. The evaluator and unit member discuss and review progress using the required Mid-Year Conference Report (Form C)
 - b. Review and possible Modification of Professional Learning Plan (Form B).

- 12.3.3.2 In the event the Mid-Year report indicates an overall ineffective rating, the unit member shall be placed into the Advisory and Structured Intervention Track. A unit member who receives an overall emerging rating may voluntarily request Advisory.

- 12.3.3.3 The Mid-Year conference and report shall be completed prior to winter break.

- 12.3.3.4 The observation shall not be scheduled within the last five days prior to Winter Break, Spring Break, or Summer Vacation, unless agreed upon by both unit member and administrator.

- 12.3.3.5 Following the Mid-Year Conference, should the data show that any area of the unit member's evaluation will be rated "Ineffective," the unit member may schedule a second observation prior to finalizing the unit member's Professional Practice Track Summative Report.

- 12.3.4 For the purpose of this article, a Professional Practice Track Conference and Summative Report are defined as:
 - a. The administrator and unit member discuss and review progress using the required Professional Practice Summative Report as outlined in Form D.
 - b. Reviewing and reflection of progress of the unit member's Professional Learning Plan (Form B).

- 12.3.4.1 The unit member may present additional evidence on professional and/or student growth.

- 12.3.4.2 The evaluator is responsible for completing the Professional Practice Summative Report to document growth based on evidence provided by both parties, and provide an overall rating on to the unit member. Both the evaluator and the unit member shall sign the Professional Practice

Summative Report.

- 12.3.4.3 The evaluator may decide to “continue” a unit member’s Professional Practice Summative Report from one (1) year to the next. The following criteria will be followed:

The decision to continue an evaluation is made when the evaluator has expressed concerns over the performance of the unit member, but decides the full impact of an overall ineffective Professional Practice Summative Report is unwarranted and that more time should be provided for growth and support. These concerns shall be documented by the evaluator and will have been discussed with the unit member.

- 12.3.4.4 Marking the “continue” box simply postpones the official Professional Practice Summative Report. It does not constitute a negative evaluation, nor should it be interpreted as such. Probationary and temporary unit members cannot be continued.

- 12.3.4.5 Members who receive a continued evaluation shall be provided a support plan which shall outline areas of concern and opportunities for growth which shall include:

- a. Choice to enter voluntary Advisory
- b. Specific recommendations to support growth

- 12.3.4.6 By the end of year three (3) the unit member shall receive an overall rating using the Professional Practice Summative Report.

- 12.3.4.7 The intent of continuing the Professional Practice Summative Report period is to make every effort to assist, counsel, and support the unit member’s professional growth.

12.4 Probationary and Temporary

- 12.4.1 Every probationary and temporary member of the unit shall be evaluated annually by their evaluator (site administrator, immediate supervisor, director or program coordinator). After participating in the evaluation process in two (2) full years of employment, unit members serving with an emergency basic credential shall be evaluated once a year, unless such unit member receives a less than overall

Ineffective rating.

- 12.4.1.1 Following the Mid-Year Conference, should the data show that any area of the unit member's evaluation will be rated "Emerging" or "Ineffective," the site administrator shall schedule a second scheduled observation prior to finalizing the unit member's Professional Practice Summative Report.
- 12.4.1.2 The first Scheduled Observation shall be conducted no sooner than the 30th day of instruction and no later than November 1st
- 12.4.1.3 The second Scheduled Observation shall be conducted no later than February 1st.
- 12.4.1.4 Unit members hired after January 1st, shall be subject to one (1) Scheduled Observation prior to March 5th, if practical as determined by the evaluator and the Assistant Superintendent of Human Resources. Unit members hired after March 1st, shall be subject to one (1) scheduled observation and Summative Conference by June 1st of the school year, if practical, as determined by the evaluator and Assistant Superintendent of Human Resources.

12.5 Advisory and Structured Intervention Track

The goal of Advisory is to provide support and assistance to improve the educator's practice which may include assistance with instructional techniques and strategies, curricular objectives, student progress, classroom management, establishment and maintenance of a suitable learning environment, and professional goal setting.

- 12.5.1 An educator shall enter into mandatory advisory under the following circumstances:
 - a. After receiving an overall rating of "Ineffective" on the Mid-Year Conference Report and upon recommendation of the IPLS Council
 - b. After completing the Professional Practice Track of IPLS, an educator receives an overall "Ineffective" rating on the Professional Practice Track Summative Report and upon recommendation of the IPLS Council.

12.5.2 Advisory Process

12.5.2.1 Within 10 duty days of IPLS recommendation, the unit member receives an advisor and the 60 duty day advisory cycle begins.

a. With the first 10 duty days, the advisor and unit member will create an Individual Support Plan (ISP) and submit it to the IPLS Council.

12.5.2.2 The advisor and the unit member shall meet at least every 20 duty days to review and revise the ISP, but may meet more frequently.

12.5.2.3 Halfway through the 60 duty day cycle the advisor and evaluator will meet individually with the IPLS Council to review evidence of educator's development and progress.

12.5.2.4 At the end of the 60 duty day cycle the advisor will present the end of cycle Advisory Report to the IPLS Council. In addition, the evaluator may also provide evidence directly related to established goals. The unit member has the right to address the IPLS Council and provide additional evidence and documentation of professional practice. IPLS shall determine whether:

a. The IPLS Council shall issue a report, which shall include evidence and documentation, indicating whether the unit member has met the established goals per Article 12.3, and is eligible for a Professional Practice Summative Report.

b. Unit member needs additional support and shall continue a second phase of Advisory or enter into Structured Intervention.

12.6 Structured Intervention

12.6.1 Structured Intervention is mandatory for unit members who, after completing Advisory, have been recommended by the IPLS Council.

The goal of Structured Intervention is to provide intensive support and assistance to improve the educator's practice which may include assistance with instructional techniques and strategies, curricular objectives, student progress,

classroom management, establishment and maintenance of a suitable learning environment, and professional goal setting.

12.6.2 Structured Intervention Process

12.6.2.1 The IPLS Council reviews recommendations from the Advisory End of Cycle Report and the Evaluator. Based on evidence presented, the IPLS shall determine placement into Structured Intervention.

- a. Within 10 duty days of IPLS recommendation, the unit member receives an advisor and the 60 duty day Structured Intervention cycle begins.

12.6.2.2 Within the first 10 duty days, the advisor and unit member will create an Individual Support Plan (ISP) and submit to the IPLS Council.

12.6.2.3 The Advisor and unit member shall meet at least every 20 duty days to review and revise the ISP, but may meet more frequently.

12.6.2.4 Halfway through the 60 duty day cycle the advisor and evaluator will meet individually with the IPLS Council to review evidence of educator's development and progress.

12.6.2.5 At the end of the 60 duty day cycle the advisor will present the end of cycle Structured Intervention Report to the IPLS Council. In addition, the evaluator may also provide evidence directly related to established goals. The unit member has the right to address the IPLS Council and provide additional evidence and documentation of professional practice. The IPLS Council shall issue a report, which shall include evidence and documentation, indicating whether the unit member has met the goals established per Article 12.3, and is eligible for a Professional Practice Summative Report.

12.7 IPLS Council

The purpose of the IPLS Council is to guide and monitor the educator support cycles of the SBUSD IPLS, and to provide support to unit members who have entered into Advisory and/or Structured Intervention. The IPLS Council provides opportunities for exemplary teachers to assist and support other teachers in collaboration with site administrators in the development of effective teaching strategies, classroom management and curriculum design.

- 12.7.1 The Advisory and/or Structured Intervention Track shall be administered by a Council which shall consist of five (5) members: two (2) members shall be administrators selected by the District and three (3) shall be unit members selected by the Association. The Chair of the IPLS Council will rotate on an annual basis between a unit member and a district member on the panel.
- 12.7.2 All actions of the IPLS Council shall be by consensus. Absent consensus, any action shall be approved by an affirmative vote of at least three (3) members. A quorum of four (4) panel members must be present for the IPLS Council to conduct its business.
- 12.7.3 The term of service for panel members shall be determined by each party.
- 12.7.4 The IPLS Council shall meet four (4) times each school year, unless additional meetings are determined necessary by approval of the IPLS Council. If such meetings take place during the regular duty day, IPLS Council members shall be released without loss of compensation. The IPLS Council may determine it is necessary to meet outside the unit member's duty day to complete its business. As compensation for required duties outside the unit member workday, unit member IPLS Council members shall receive an annual stipend of \$1,500.00. During the first year of IPLS Council implementation, unit member IPLS Council members shall receive an additional \$1,500.00 annual stipend.
- 12.7.5 The responsibilities of the IPLS Council shall include the following:
- a. Select Advisors.
 - b. Consult with Advisors and Administrators as necessary and review reports prepared by Advisors.
 - c. Prepare an annual review of the Advisory and/or Structured Intervention Tracks, including recommendations for improvement.
 - d. Prepare written guidelines for Advisors.
 - e. Develop forms/documents to be used in the Advisory and/or Structured Intervention Tracks.
 - f. Make recommendations regarding a mandatory participant's progress towards established goals in the Advisory and Structured Intervention Track via written report to the Assistant Superintendent of Human Resources, as outlined in Article 12.5.2.4.a, 12.6.2.5.

- g. Provide training for the IPLS Council members and Advisors.
- h. Monitor and review the effectiveness of Advisors and make to the Assistant Superintendent of Human Resources and the SWTA President.
- i. Establish its own rules of procedure, consistent with the provisions of this Agreement.
- j. Adhere to an annual budget.

12.8 Advisors

12.8.1 Advisors shall have the following minimum qualifications at the time of application:

- a. Must be a full-time permanent teacher in the District who has completed three (3) full years in the District; is in the fourth year of service in the District; and has a total of five (5) full years of classroom teaching experience. A full year of service means completing seventy five percent of more of the school year (July 1 – June 30). Must have served as a classroom teacher three out of the previous five years.
- b. Must have demonstrated exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and a mastery of range of teaching strategies necessary to meet the needs of pupils in different instructional contexts.

12.8.2 Unit members may apply for an advisor position on a form prepared by the IPLS Council. Notice of advisor openings shall be posted at each school for a period not less than ten (10) duty days.

12.8.2.1 Selection of advisors shall be based upon the criteria set forth in paragraphs 12.8.1 and advisor candidates will be interviewed for the position.

12.8.2.2 All IPLS Council members shall conduct at least one classroom observation of each advisor candidate.

12.8.2.3 Advisors shall be selected through a consensus process by the IPLS Council. Should consensus not be met then a vote will take

place which must have three votes to proceed.

- 12.8.3 If insufficient qualified applicants exist for advisor positions, vacant positions will be reposted.
- 12.8.4 Advisors will serve for a two (2) year term. Advisors may reapply to serve additional terms annually, without going through the application process. After completion of four years, a one-year interval without service must be taken unless the IPLS Council determines that there is a shortage of qualified applicants. If such a determination is made by the IPLS Council, the one-year required interval from service may be waived once to allow service for an additional two-year term. After completion of the one-year interval, the unit member may reapply through the normal application process.
- 12.8.5 An advisor who assists a unit member in Advisory and/or Structured Intervention shall be compensated at the rate of \$50 per hour for services rendered beyond the unit member workday. The maximum number of hours authorized for such services is 25 hours per mandatory participant to be provided within the 60 duty day cycle. The maximum number of hours authorized to perform services for a voluntary permanent teacher participant is 15 hours per voluntary participant to be provided within the 60 duty day cycle.
- 12.8.6 Hourly extra duty services can be performed either after the unit member workday or on days not scheduled as contractual duty days. In addition, advisors may be granted release time by the Assistant Superintendent of Human Resources.
- 12.8.7 The IPLS Council may make a recommendation to the Assistant Superintendent of Human Resources regarding the removal of an advisor at any time because of the needs of the Advisory and Structured Intervention phases of the system. Prior to the effective date of the removal, the IPLS Council will provide the advisor with a statement of reasons for removal. Compensation as an advisor shall cease upon the removal of an advisor from such assignment.

12.9 Participating Unit Members

A participating teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject matter and related aspects of teaching performance.

12.9.1 Permanent Teacher – Mandatory Participant

- 12.9.1.1 For the term of this contract a permanent unit member who receives an overall rating of “Ineffective” as described in 12.8.1 or 12.9.1 of the Professional Practice Track of their evaluation, and upon

recommendation of the IPLS Council, shall be required to participate in the District's Advisory and Structured Intervention Track of the IPLS process.

- 12.9.1.2 Prior to the receipt of a Professional Practice Track Summative Report resulting in the mandatory participation of a permanent unit member in Advisory or Structured Intervention, the administrator shall have met with the unit member and identified the areas in need of improvement.
- 12.9.1.3 The evaluator who issued the "Ineffective" Professional Practice Track Summative Report shall provide the name of the unit member to the IPLS chairperson and the Assistant Superintendent, Human Resources, in writing, as soon as possible.
- 12.9.1.4 After receiving notification of the issuance of an "Ineffective" Professional Practice Track Summative Report, the IPLS Council shall convene within twenty (20) duty days when possible to do so. The referred unit member may request to work with particular advisor(s); however, the IPLS Council shall have the final decision regarding the assignment of advisors.
- 12.9.1.5 A different or additional advisor may be selected to work with the participating unit member during the program when requested by either party to do so. The IPLS Council shall make the final decision regarding such assignments. At any time during the process, the participating unit member may submit a request to the IPLS Council for additional peer assistance.
- 12.9.1.6 The advisor shall meet with the participating unit member and his/her evaluator no later than ten (10) duty days after an advisor has been appointed by the IPLS Council to provide assistance to the unit member. The purpose of the meeting is to review the specific teaching/instructional areas identified as "Ineffective" in the evaluation and to receive recommendations from the evaluator regarding the development of an Individual Support Plan. Thereafter, an Individual Support Plan shall be developed by the advisor and the participating unit member.
- 12.9.1.7 The Individual Support Plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The Individual Support Plan shall also include, but not be limited to, specific training activities and classroom

observations in the teaching/instructional areas identified as “Ineffective” in the evaluation.

- 12.9.1.8 The term of Advisory and/or Structured Intervention for a permanent unit member mandatory participant shall normally take place during a sixty (60) duty day period following the assignment of the advisor.
- 12.9.1.9 As soon as possible, but no later than thirty (30) calendar days following the conclusion of the unit member’s participation in an Individual Support Plan, the advisor shall complete an Individual Support Plan Report. The report shall identify improvement objectives, the assistance provided to the participating unit member and assessment of the results of the assistance, including a statement whether or not the participating unit member has achieved the objectives of the Individual Support Plan. The Individual Support Plan Report shall be provided by the advisor to the IPLS Council, the participating unit member, and the Assistant Superintendent for Human Resources. The participating unit member shall have the opportunity to attach a response to the advisor’s report prior to its submission to the IPLS Council.
- 12.9.1.10 The Individual Support Plan Report and related documentation prepared by the advisor may be placed in the participating unit member’s personnel file and shall be considered by the evaluator in completing the unit member’s evaluation.
- 12.9.1.11 After receiving the advisor’s Individual Support Plan Report, the IPLS Council shall submit to the Assistant Superintendent of Human Resources, in a timely manner, the name of any participating unit member regarding growth towards established goals and recommendations in the Advisory and Structured Intervention Track. The participating unit member shall have the opportunity to appear before the IPLS Council prior to the development of the recommendation by the IPLS Council to the governing board. At this meeting, the participating unit member shall be entitled to representation if requested.

12.10 Order of Priority

- 12.10.1 The following order of priority shall apply for to the use of Advisory and Structured Intervention funding:
 - a. Permanent unit member mandatory participants.

- b. Temporary and Probationary unit members in their first three years in the district.
 - c. Permanent unit member voluntary participants.
- 12.10.2 If there are insufficient funds to pay for voluntary participating teacher requests for services, the IPLS Council may exercise discretion to deny its services, in whole or in part.
- 12.10.3 If surplus funds exist, the Advisory and Structured Intervention funds may be used for any purpose related to IPLS and/or carried over for future years.
- 12.10.4 The budget development and implementation process for the Advisory and Structured Intervention program shall be consistent with other District budget procedures.

12.11 IPLS Council General Provisions

- 12.11.1 The District shall defend and hold harmless individual IPLS Council members and advisors from any lawsuit or claim arising out the performance of their duties under the Advisory and Structured Intervention program as provided by the California Government Code.
- 12.11.2 All IPLS Council proceedings and documents prepared by advisors and participating unit members shall be confidential to the extent required by law. Information regarding the Advisory and Structured Intervention process shall be available only to the IPLS Council, advisors, participating unit members, the site administrator (for mandatory participants) and the Assistant Superintendent for Human Resources.
- 12.11.3 The grievance procedure in this Agreement shall be available for unit members to allege procedural violations of this article. The grievance procedure will not be available to challenge the content of any report prepared by the IPLS Council or any advisor. Further, the judgements of the IPLS Council and the selection of Advisors shall not be subject to the grievance procedure.

12.12 Unit Member Voluntary Support

- 12.12.1 Unit members seeking voluntary support to improve their instructional techniques and strategies, curricula objectives student progress toward standards, classroom management and structures and professional goal setting may do so directly with the IPLS Council.
- 12.12.2 The IPLS Council will determine if the application is accepted and if funds are available to support the applicant.

- 12.12.3 If approved the requester will receive an advisor within 10 duty days. At this time a 60 duty day support cycle will begin.
- 12.12.4 The advisor and unit member will meet one time a week during the 60 duty day support cycle.
- 12.12.5 On or before the 30th duty day of the support cycle the advisor and evaluator will meet individually with the IPLS Council to discuss progress and again on or before the 60th duty day for an end of cycle report.
- 12.12.6 The advisor will have a total of 15 hours to dedicate to the unit member.
- 12.12.7 Voluntary support shall be kept confidential between the unit member and support provider/IPLS Council.

12.13 Evaluation General Provisions

- 12.13.1 The personal activities of a unit member shall not be a subject of the evaluation procedure unless such personal activities directly affect the ability of the unit member to competently perform his/her duties.
- 12.13.2 The unit member shall be provided with a copy of all forms filled out by the administrator. A unit member has a right to include a written addendum to any Professional Practice Track Summative Report. On the written Professional Practice Track Summative Report, the unit member and the evaluator shall have the opportunity to describe those factors which may affect the performance of the unit member.
- 12.13.3 With the exception of alleged violations of the express provisions of this Article, the evaluation shall not be subject to the grievance procedure.
- 12.13.4 Prior to September 15 unit members with split assignments shall be notified who their evaluator will be.
- 12.13.5 Electronic monitoring, without the knowledge and permission of the unit member, is prohibited.
- 12.13.6 The results of videotaping, peer review, or non-mandatory use of advisors (consulting teachers) shall be a voluntary aspect of the evaluation process. These activities may be utilized only as part of an identified assistance plan with the unit member's consent.
- 12.13.7 The evaluation of unit members shall not include the use of publishers' norms established by standardized tests.
- 12.13.8 Unit members shall receive prior written notice of all persons having a role in their evaluation. The District shall not utilize school site or district-wide surveys of parents or students for the purpose of obtaining information

regarding individual unit member evaluations; however, the unit member may elect to use information contained in surveys to demonstrate growth or for reflective purposes.

- 12.13.9 Unit members with permanent status who have been employed with the district for at least ten years and whose previous evaluation has been rated as effective or innovative may, upon agreement with immediate supervisor, elect to skip one evaluation cycle. Unit members shall be evaluated at least once every six years.
- 12.13.10 The District shall provide an in-service for unit members, during duty hours or-during breaks (for out of contract pay) prior to implementation of any new written evaluation system.
- 12.13.11 Time frames specified within this article may be adjusted in cases where the member or evaluator is absent due to extended leave. In this event, the Assistant Superintendent of Human Resources shall notify the member of the extension and a new timeline shall be determined.

12.14 Maintenance of Data Related to Evaluation

- 12.14.1 The District shall maintain the unit member's personnel files at the District Office.
- 12.14.2 Materials in personnel files of unit members which serve as a basis for affecting the status of their employment are to be made available for inspection by the person involved. Unit members may receive copies of such materials included in the personnel file. Such material is not to include ratings, reports or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.
- 12.14.3 Every unit member shall have the right to inspect materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 12.14.4 Written documentation of a derogatory nature shall not be finalized for placement in the personnel file unless the unit member has previously been afforded the opportunity to meet with the administrator preparing the document. The purpose of the meeting shall be to allow the parties to exchange information specific to the issues of concern, and to provide the unit member with an understanding of the administrator's concerns and/or expectations. The unit member may elect to have a representative present at such a meeting.

After the aforementioned meeting opportunity, the administrator may exercise his/her judgment with one of the following options:

- a. Deem the issue to be resolved.
- b. Issue verbal and/or written warning.
- c. Issue a document to be placed in the unit member's personnel file.

In the exercise of the administrator's judgment the administrator shall consider the seriousness of the situation and the degree of the discipline appropriate to respond to the problem.

This section shall not be applicable to the preparation and presentation of evaluation documents including assistance plans.

Information of a derogatory nature, except material mentioned in Section 12.27.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

- 12.14.5 All derogatory materials placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- 12.14.6 Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the Assistant Superintendent of Human Resources or his or her designee. The contents of personnel files of all unit members shall be kept in strictest confidence from those without a "need to know."

12.15 Parent Complaints

- 12.15.1 A parent complaint regarding the job performance of a unit member shall be directed to the unit member's school site administrator or the unit member's immediate supervisor. For purposes of implementing the procedures in this section a parent complaint is a complaint presented by a parent or guardian of a District pupil deemed serious enough by the administrator to warrant disciplinary action or have a direct impact upon the unit member's formal evaluation. The provisions of this section shall not be applicable to any circumstance where the contents of the complaint involve alleged violations of state or federal law or any alleged conduct which is subject to investigation by a law enforcement agency. Also, complaints against unit members in which the subject matter is addressed under Board policies or Administrative Regulations (i.e., Uniform Complaint Procedures) shall not be processed pursuant to the provisions of this section. In the event the subject matter of the complaint is addressed under a Board policy or Administrative Regulation,

the unit member shall be given a copy of the applicable Board policy or Administrative Regulation.

- 12.15.2 Parent complaints shall be reported to the unit member by his/her principal or immediate supervisor as soon as possible but no later than two (2) duty days following receipt of the complaint by the principal or immediate supervisor. The period of notification shall be extended by the appropriate number of duty days when either the unit member or the administrator is absent during the two (2) duty day period.
- 12.15.3 Following notification of the unit member by the principal or immediate supervisor, the unit member shall have an opportunity to respond to the complaint. If the unit member or the complainant believes that the allegations of the complaint necessitate a meeting between the parties, the unit member or the complainant may require that a meeting be held at a mutually agreeable time. This meeting shall be scheduled within five (5) duty days of notification subject to the availability of the parent. The principal or immediate supervisor shall be present at such meeting. The unit member may have a representative present at such meeting. If neither party requests a meeting, the principal or immediate supervisor may hold a meeting with the complainant, unit member and himself/herself only if he/she deems the complaint to be of such a serious nature as to necessitate further discussion. The purpose of the meeting shall be a good faith effort on the part of all parties to resolve the matter. Any meeting shall be scheduled within ten (10) duty days of notification at a mutually agreeable time. The unit member may have a representative at such meeting.
- 12.15.4 If the matter is not resolved to the satisfaction of all parties at the meeting, the complainant may be requested by either the unit member or the principal or immediate supervisor to place the complaint in writing. The unit member shall be given a copy of the complaint.
- 12.15.5 If a written complaint is received, the immediate supervisor or the Assistant Superintendent of Human Resources shall investigate the accuracy of facts alleged in any complaint. If the facts are substantiated through such investigation, written information may be placed in the unit member's personnel file. The unit member shall have a right to attach a written response to such written information.
- 12.15.6 The above procedure presumes that any written complaint is preceded by an oral complaint. In the event that the initial complaint is a written complaint, the parties shall proceed, nonetheless, in accordance with the procedures of this section governing notification, meetings, investigations and placement of materials in the personnel file.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Definitions

- a. “Grievance” - a written allegation by one or more members of the unit or the Association that there has been a violation, misapplication, or misinterpretation of one or more provisions of this Agreement which personally and adversely affects the member or members of the unit filing the grievance. Actions to change the general policies of the District, as set forth in the policy guide of the District, must be undertaken under separate legal process.
- b. “Aggrieved” - a member or members of the unit or the Association asserting a grievance.
- c. “A Party in Interest” - the person or persons or the Association making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. “Representative” - a fellow employee, agent of the Exclusive Representative, or counsel as chosen by any party to the grievance procedure.

13.2 Purpose

The purpose of a grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise concerning the interpretation of the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

13.3 Review Procedure

- 13.3.1 **Level I - Principal or Immediate Supervisor (Informal Review of Potential Grievance)**
 - 13.3.1.1 Nothing within the grievance procedure is intended to preclude a unit member from attempting to resolve potential grievances individually with his/her principal or immediate supervisor on an informal basis.
 - 13.3.1.2 All potential grievances shall first be brought to the principal or immediate supervisor for informal resolution.
 - 13.3.1.3 If the unit member feels his/her relationship with the principal or immediate supervisor or the nature of the potential grievance is such that he/she cannot discuss the matter individually with that

person, he/she may request that a representative be present during the informal conference. If the unit member requests that a representative be present, the principal shall be entitled to have a representative present at the informal conference.

13.3.2 Level II - Principal or Immediate Supervisor (Formal Resolution)

13.3.2.1 In the event the aggrieved is not satisfied with the disposition of the grievance at Level I, he/she may submit the claim as a formal grievance in writing to the principal or immediate supervisor (Appendix L). If the aggrieved has not filed a claim within ten (10) duty days after speaking with the principal informally, the grievance will be deemed to have been waived.

13.3.2.2 Within four (4) duty days after the receipt of the formal grievance by the principal or immediate supervisor, the aggrieved shall meet with the principal or immediate supervisor in an effort to resolve the matter. The principal or immediate supervisor shall, within six (6) duty days after the conference, render his/her decision and the reasons therefor, in writing, to the aggrieved and the Assistant Superintendent of Human Resources.

13.3.3 Level III - Assistant Superintendent of Human Resources

13.3.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Level II or if no decision has been rendered within six (6) duty days after the conference with the principal or immediate supervisor, the aggrieved may forward the written grievance to the Assistant Superintendent of Human Resources within four (4) duty days after the decision at Level II or ten (10) duty days after the conference at Level II, whichever is sooner.

13.3.3.2 Within four (4) duty days after receipt of the written grievance by the Assistant Superintendent of Human Resources, the Assistant Superintendent of Human Resources or his or her designee shall meet with the aggrieved person in an effort to resolve the matter. The Assistant Superintendent of Human Resources shall, within six (6) duty days after such meeting render his or her decision and the reasons therefor, in writing to the aggrieved and to the Superintendent.

13.3.4 Level IV - Superintendent or His or Her Designee

13.3.4.1 If the aggrieved is not satisfied with the disposition of the grievance at Level III, or no decision has been rendered within six (6) duty days after the conference with the Assistant Superintendent of Human Resources, the aggrieved may forward the written grievance to the Superintendent within three (3) duty

days after the decision at Level III or within nine (9) duty days after the conference with the Assistant Superintendent of Human Resources, whichever is sooner.

13.3.4.2 Within six (6) duty days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved in an effort to resolve the matter. Within seven (7) duty days after the conference with the aggrieved, the Superintendent shall render a written decision to the aggrieved.

13.3.5 **Level V - Binding Arbitration**

13.3.5.1 **Initiation of Binding Arbitration.**

If the aggrieved is not satisfied with the disposition of the grievance at Level IV, or if no decision has been rendered within seven (7) duty days after the conference with the Superintendent, the aggrieved, with written consent of the Association, may forward a written request for arbitration to the California State Conciliation Service, with a copy to the Superintendent, within five (5) duty days. The request directed to the California State Conciliation Service should contain a copy of this Collective Bargaining Agreement together with copies of all grievance(s) and documentary answers involved.

13.3.5.2 **Selection of Arbitrator**

An arbitrator shall be selected by the following procedure:

13.3.5.2.1 The Aggrieved or his/her representative and the employer's representative shall select the arbitrator from a list of five (5) or more names selected by the California State Conciliation Service. Each party may, in turn, strike out one (1) name until only one (1) name remains. Should more than one (1) arbitrator remain acceptable to the parties, the particular arbitrator will be decided by lot.

13.3.5.2.2 All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the aggrieved first right to elimination; even numbered grievances will give the employer first right to elimination.

13.3.5.3 **Conduct of Hearing**

The hearing shall proceed as follows:

13.3.5.3.1 The hearing shall commence at the convenience of the arbitrator, provided, however, that all sessions shall occur on normal duty days and that the first formal hearing must commence within thirty (30) days from the date of notification to the arbitrator of his/her selection, unless the parties mutually agree otherwise.

13.3.5.3.2 Each party should attempt to notify the other party of witnesses to be presented during the arbitration.

13.3.5.4 **Costs**

All costs for the arbitrator, including, but not limited to, per diem, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the employer and the Association. Where each side desires a transcript, the costs of one (1) final draft for each side shall be split equally between the parties. All other costs will be borne by the party incurring them, including, but not limited to, attorney or other fees for the representative, costs of discovery, witness subpoena fees and mileage, expert's consultation and witness fees, etc. Release time for witnesses employed by the District shall be limited to that time of actual testimony at this hearing plus a reasonable period before and after the giving of testimony at this hearing.

13.3.5.5 **Powers, Duties, and Limitations upon Arbitrator**

13.3.5.5.1 The arbitrator is limited to the terms of the grievance and the Collective Bargaining Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Collective Bargaining Agreement. The arbitrator shall limit his/her opinion strictly to the interpretation or application of the express provisions of this Agreement, and the arbitrator shall have no authority to interpret the provisions of local, state or federal rules, regulations, statutes, guidelines, policies, or judicial precedents.

13.3.5.5.2 The arbitrator is without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or contradictory to the terms of this Collective Bargaining Agreement.

- 13.3.5.5.3 The arbitrator shall not involve himself/herself in, consider, or hear evidence concerning the reasons or causes for dismissal or suspension. Also, the arbitrator shall not involve himself/herself in, consider, or hear evidence concerning the reasons or cause for other discipline of unit member(s) which may be outside the express provisions of this Agreement.
- 13.3.5.5.4 Any actions alleged to constitute a grievance which occurred prior to the effective date of this Collective Bargaining Agreement or which occur after the expiration date of this Collective Bargaining Agreement, shall not be subject to nor within the scope of arbitration.
- 13.3.5.5.5 No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within this grievance, including, by way of example and not by way of limitation, the Fair Employment Practices Commission, the Equal Employment Opportunity Commission, and a Commission on Professional Competence.

13.3.5.6 **Form and Time of Decision**

- 13.3.5.6.1 The arbitrator shall render a written opinion and mail that opinion directly to each party within thirty (30) days from the close of the record or as mutually extended by the parties. The written opinion will set forth the arbitrator's findings of fact, reasoning, and conclusions on all the questions submitted to the arbitrator the decision of which are necessary in order to determine the interpretation or application of this Collective Bargaining Agreement's express provisions.
- 13.3.5.6.2 The arbitrator may, upon written application of a party to the arbitration made not later than ten (10) days after receipt of a copy of the award, correct the award because there was an evident miscalculation of figures or the award is imperfect in a matter of form not affecting the merits of the controversy. The party requesting correction shall mail a copy of the request to each other party, with the other party

possessing five (5) days from its receipt to respond. The arbitrator shall possess thirty (30) days thereafter to make such corrections, if desired.

13.4 General Provisions

- 13.4.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) duty days after the aggrieved knew or reasonably should have known of the alleged violation, misapplication, or misinterpretation of the Agreement that forms the basis of the grievance.
- 13.4.2 Since it is important that grievances be processed as rapidly as possible, the time table specified at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.
- 13.4.3 In the event a grievance is filed at such time that it cannot be processed through all the levels of the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to any party in interest, the time limits set forth herein will be reduced with the mutual agreement of the parties so that the procedure may be completed prior to the end of the school year, or as soon thereafter as is practicable.
- 13.4.4 The aggrieved may have not more than two (2) representatives present at all formal levels of the grievance procedure.
- 13.4.5 The reviewing party at each formal level of the grievance procedure may have not more than two (2) representatives present.
- 13.4.6 If the Exclusive Representative does not represent the aggrieved, the Exclusive Representative shall have the right to be informed of the proposed resolution at all levels of the grievance process, and the Exclusive Representative shall have the right to present its view at each level of the grievance procedure prior to management's resolution. In such cases, time limits for processing the grievance shall be extended.
- 13.4.7 No resolution of a grievance shall be inconsistent with the provisions of this Agreement.
- 13.4.8 All documents, communications, and records dealing with the processing of the grievance will be filed in a separate grievance file and will not be kept in the personnel file of the aggrieved.
- 13.4.9 Forms for filing grievances will be prepared jointly by the Superintendent and the Exclusive Representative. Copies will be available in each principal's office, the District office, and the Exclusive Representative's office.

- 13.4.10 Release time shall be provided as needed for the aggrieved and for a representative of the aggrieved to participate in any conference required by the grievance procedure.
- 13.4.11 If a grievance arises from the alleged violation, misapplication, or misinterpretation of the Agreement by an administrator other than the principal or immediate supervisor, the grievance shall be filed initially with such administrator.
- 13.4.12 No reprisal shall be taken against any unit member or administrator because of his/her participation in the grievance process.
- 13.4.13 The Superintendent, or his/her designee, and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under law which is relevant to the issues raised in the grievance.
- 13.4.14 Any grievance not appealed to the next level of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding level. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.

ARTICLE 14

PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

- 14.1 A unit member may request a reduced work load with full retirement credit. The Board shall review the needs of the District and may grant reduced work load provided that the appropriate vacancies exist and subject to the following conditions:
- 14.1.1 The option of the part-time employment may be exercised only by request of the unit member, for a period of not to exceed ten (10) years, and can be revoked only with the consent of the Board and the unit member.
 - 14.1.2 The unit member shall have attained age fifty-five (55) prior to the reduction of the work load under the plan and prior to the beginning of a school year.
 - 14.1.3 The unit member may participate in the program for not more than ten (10) years. The unit member shall agree to retire at the end of this period.
 - 14.1.4 The unit member shall have completed ten (10) years of active service employed in the District under the provisions of the State Teachers' Retirement System of which five (5) years immediately preceding reduced service shall have been full-time.
 - 14.1.5 The unit member shall not have had a break in service during the five (5) years immediately preceding the reduction in work load. For purposes of this section, sabbaticals and other approved leaves of absence shall not constitute a break in service.
 - 14.1.6 The unit member shall make contributions to the Retirement System as though he were working full-time and receiving full salary.
 - 14.1.7 The unit member shall be paid a salary which is the pro rata share of the salary he would be earning had he not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he makes payments that would be required if he remains in full-time employment.
 - 14.1.8 The unit member shall receive full District benefits for health and welfare benefits as though rendering full-time service.
 - 14.1.9 Reduced service shall be based on a full school year and the minimum compensation paid for time worked must be equal to no less than one-half (½) time. The reduced service shall be on a daily schedule, all contributions must be paid monthly to the State Teachers' Retirement System.

14.1.10 A unit member who is interested in participating in the program should contact the Human Resources Office. The Assistant Superintendent of Human Resources shall schedule a meeting with the unit member to develop a mutually agreeable program for such unit member. A written agreement between the unit member and the District will be prepared and signed outlining the job description, duties, and location(s) of the assignment, and dates of employment on a yearly basis.

ARTICLE 15

JOB SHARING

- 15.1 Unit members who have completed three (3) years of service with satisfactory evaluations may apply to participate in job sharing.
- 15.2 Applicants must submit a written proposal for job sharing to the Assistant Superintendent of Human Resources, listing the proposed work schedule, assignment, duties, and the advantages to the instructional program.
- 15.3 As soon as possible, unit members should be notified of acceptance into the job sharing program. Acceptance of unit members into the job sharing program shall be at the discretion of the Superintendent. Existing job sharing positions shall be subject to annual review by the Principal. Should a unit member's request for job sharing be denied, the Superintendent, upon request, shall provide written reasons therefore.
- 15.4 Following approval of the job sharing proposals by the Superintendent, job sharers shall meet with the principal of the proposed job sharing site. At this meeting the job sharers shall present and discuss their plan of how they intend to allocate and/or divide their responsibilities as they relate to parent-teacher conferences, yearly and daily instructional plans, scheduling of adequate contract time between the job sharers to ensure continuity of the program, and duties specified in Section 6.22 of the Agreement.
- 15.5 In considering the acceptance of the job sharer's plan, the principal shall use, but is not limited to, the following criteria: prior performance evaluations, number of job shared positions at site, and compatibility of job sharer's philosophies of education and discipline.

If the principal decides against the job sharers' plan, he/she shall give such reasons verbally to the unit members at the meeting and will reduce said reasons to writing if requested.
- 15.6 Periodically, with adequate prior notice, the principal may require the job sharers to meet and discuss their program and its continuity.
- 15.7 Participants will be responsible for adequate planning with their partners and for short and long range lesson plans to be reviewed by the principal or immediate supervisor. Lesson plan requirements shall not exceed those required by other unit members.
- 15.8 Job sharing applicants may apply to work one-half (1/2) of the school year or one-half (1/2) of each day during the school year, or any other arrangement as mutually agreed to by the unit member and the unit member's principal.
- 15.9 Job sharing assignments shall be filled by unit members who have jointly requested to work together. Should a unit member requesting half-time employment be unable to secure a job sharing partner within the unit, the unit member may submit a written

proposal to the Assistant Superintendent of Human Resources requesting that a job sharer be secured from outside the District. Such request will be considered by the Assistant Superintendent of Human Resources and may be granted at the discretion of the Superintendent. Periodically, with adequate prior notice, the principal may require the job sharers to meet and discuss their program and its continuity.

- 15.10 Participants in job sharing will be placed on a fifty percent (50%) teaching assignment and on a fifty percent (50%) uncompensated leave of absence. Participants shall not lose full-time tenure credit they have previously accumulated in the school district.
- 15.11 Participants will receive one-half ($\frac{1}{2}$) the salary they would receive if they were working full-time.
- 15.12 Participants shall be placed appropriately on the Teachers' Salary Schedule and shall be given appropriate added increments for advanced degrees.
- 15.13 Job sharing participants must contribute to the State Teachers' Retirement System and will receive credit for one-half ($\frac{1}{2}$) year of service toward retirement.
- 15.14 A participating unit member will receive credit each year for one (1) full year's advancement on the salary schedule when such unit member is on duty for seventy-five (75%) percent of the total number of days in which the schools of the District are in regular session. Effective July 1, 1983, job sharers who do not work seventy-five (75%) of the total number of days in which the schools of the District are in regular session shall be granted one (1) year's salary advancement for each two (2) full years of service as a job sharer. Notwithstanding, Section 7.1, unit members sharing a position shall receive fifty (50%) percent of the annual District contribution for the health and welfare benefit package or may split one benefit package, subject to the approval of the District's health and welfare benefit carriers.
- 15.15 The District's commitment to the unit member electing to work one-half ($\frac{1}{2}$) time in job sharing will be for one-half ($\frac{1}{2}$) time employment in the future. However, job sharers shall have priority for full-time employment over temporary or substitute employees.
- 15.16 If the job sharer desires to increase from part-time to full-time employment, such increase shall depend upon the staffing needs of the District and the unit member's qualifications. In the event that a job sharer requests to return to a full-time teaching assignment, the District shall consider such requests in the same manner as it considers requests for voluntary transfers.
- 15.17 A request to return to a full-time assignment must be submitted to the Human Resources Office on or before March 1 of the school year preceding the school year in which the full-time assignment would take place.

ARTICLE 16

MASTER TEACHERS/MASTER SPECIALISTS

- 16.1 A master teacher/master specialist is a unit member who is assigned a student teacher, or specialist intern.
- 16.2 Master teachers/master specialists shall be assigned by the building principal with the approval of the Assistant Superintendent, Human Resources & Organizational Development, or Director of Pupil Personnel.
- 16.3 Unit members who desire to serve as a master teacher/master specialist shall notify the building principal in writing.
- 16.4 A unit member's prior approval must be obtained before he/she or she is considered for an assignment as a master teacher/master specialist.
- 16.5 Unit members selected to be master teachers/master specialists shall be notified of the assignment as soon as is practicable prior to the first day of assignment for the student teacher, or specialist intern. Prior to the commencement of a master teacher/master specialist assignment, the master teacher/master specialist may decline the assignment.
- 16.6 No unit member shall be assigned as a master teacher/master specialist unless he/she fulfills the following qualifications:
 - 16.6.1 The unit member shall have a minimum of three (3) years' experience with at least two (2) years within the District.
 - 16.6.2 No evaluation less than satisfactory shall have been received by the master teacher/master specialist within the two (2) years prior to the assignment.
- 16.7 All monies (or free course work) paid by the college for this service shall be paid (or credited) to the master teacher/master specialist. For specialist interns, if no monies (or free course work) are paid (or credited) by the college, the master specialist shall receive a stipend equal to the average stipend paid by colleges and universities in the county to master teachers. The parties will mutually agree to the figures used to determine the average stipend.

ARTICLE 17

NO STRIKE - NO LOCKOUT

- 17.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. The Association, in consideration of the terms and conditions of this Agreement, will undertake to exert its best efforts to discourage any concerted acts or refusal to perform work duties by any employees in the unit, as required by law and this Agreement. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.
- 17.2 The Association agrees that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement.

ARTICLE 18

WAGES

18.1 Salary

- 18.1.1 Effective July 1, 2018, the Salary Schedule for members of the unit shall be increased by four percent (4%).
- 18.1.2 Effective July 1, 2019, the Salary Schedule for members of the unit shall be increased two percent (2%).
- 18.1.3 Effective July 1, 2020, the Salary Schedule for members of the unit shall be increased by two percent (2%).
- 18.1.4 The above Salary Schedules for members of the unit are attached to this Agreement as Appendix A.

18.2 Part-Time Members of the Unit

Part-time members of the unit shall be compensated by a pro rata share of the salary the unit member would have been earning had they been placed on a full-time paid assignment.

18.3 Salary Schedule Conditions

18.3.1 General

Each unit member shall be compensated in accordance with his/her placement on the salary schedule. Placement on the salary schedule is determined by educational preparation and teaching experience. After a unit member has been placed on the appropriate step and class of the salary schedule, he/she shall progress according to the regulations set forth in this Article.

18.3.2 Initial Placement

Upon initial employment by the District, the Assistant Superintendent of Human Resources may authorize credit on the salary schedule for prior years of teaching in public schools. Such credit shall not exceed five (5) years. A unit member is responsible for securing proper written verification of training and teaching experience which is used in determining placement on the salary schedule.

- 18.3.2.1 The Assistant Superintendent of Human Resources shall possess the discretion to grant credit for five (5) 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 teaching credential at the time of the prior service (effective July 1, 1999 for new hires only).

The Assistant Superintendent of Human Resources shall possess the discretion to grant credit for up to five (5) prior years of experience for Educational Social Workers provided such experience is like or similar to service to be provided to the District.

18.3.2.2 Speech therapists who were initially employed by the District on or after July 1, 2005 shall receive credit on the salary schedule for prior years of service as a licensed speech therapist in public schools, private schools, community/public health agencies, mental health agencies, rehabilitation/recovery centers, non-public agencies and hospitals. No prior service credit shall be given for private practice. Such credit shall not exceed ten years. Speech therapists are responsible for securing proper written verification of training and credible prior experience which is used in determining placement on the salary schedule.

18.3.2.3 School nurses initially employed by the District on or after July 1, 2007 shall receive credit on the salary schedule for prior years of service as a registered nurse in public schools, private schools and hospitals and/or clinics. Such prior service credit shall not exceed ten years. Any school nurse who is currently placed on the salary schedule at step 10 or less effective July 1, 2007 shall be placed on step 11 of the salary schedule effective July 1, 2007.

School nurses are responsible for securing proper written verification of training and credible prior experience which is used in determining placement on the salary schedule.

18.3.3 **Service Increments**

18.3.3.1 To receive credit for a full year of teaching, a unit member must have taught seventy-five percent (75%) percent or more of the number of days the regular schools of the District are maintained.

18.3.3.2 Each unit member shall be granted one (1) step on the appropriate column of the salary schedule for each year of satisfactory continuous service within the District until the maximum of a salary class is reached.

18.3.3.3 Unit members do not receive salary credit for experience while on leave (except when on sabbatical leave, nor do they lose their position on the salary schedule).

18.3.3.4 The Assistant Superintendent of Human Resources may approve one unit of college credit for each fifteen (15) hours of continuing education approved by the licensing body for specialists. Such continuing education units shall be directly related to the specialist's assignment within the District. The Assistant Superintendent of Human Resources shall develop procedures governing prior approval, certification of attendance, and related matters.

18.3.4 **Horizontal Movement**

18.3.4.1 The Board encourages all unit members to improve their skills through advance training and as an inducement thereto provides extra compensation for those who do so successfully. The Board delegates to the Assistant Superintendent for Human Resources the responsibility for assuring that unit members comply with the following provisions when claiming credit for advance studies.

18.3.4.2 **Acceptable Coursework**

Courses claimed for credit shall be given at an accredited college or university and shall be those courses offered for the attainment of a graduate degree in the field of education or courses offered for the attainment of a credential in the field of education or courses which are related to the unit member's current assignment within the District.

18.3.4.3 **Approval of Coursework**

Courses which are submitted for salary schedule credit must be approved by the site supervisor and the Assistant Superintendent of Human Resources on the Professional Growth Salary Credit Request Form (P-17 - Appendix "M").

For purposes of this section, "Approval of Coursework" means the coursework complies with the requirements of Section 18.3.4.2 of this Agreement. Approval of courses shall be consistent with prior practice in the District. Courses for salary schedule credit must be taken during off duty time or while on an approved uncompensated leave of absence.

18.3.4.4 **Verification of Coursework**

To qualify for a salary column increase, the coursework must be completed and approved on the P-17 Form and received by the Human Resources Department for approval by the Assistant Superintendent of Human Resources and Organizational Development. Official transcripts or official grade cards must be

received on or by the quarterly deadline specified below to allow the salary column increase to be effective for the next quarter. The quarterly deadlines are June 30, September 15, January 31, and March 15.

It is the intent of the District to post course units for salary schedule credit as soon as possible, however, such posting is subject to required processing time and payroll deadlines imposed by the County Office of Education. As used in this section, the word “unit” refers to semester units.

18.4 Mileage

- 18.4.1 Any unit member required to use his/her personal automobile in the performance of assigned duties shall be entitled to monthly mileage reimbursements. The mileage reimbursement amount shall be adjusted effective each January 1 to conform with then existing Internal Revenue Service rates of mileage reimbursement.
- 18.4.2 Mileage allowance shall not be paid for travel to and from the unit member's residence.
- 18.4.3 The Assistant Superintendent for Business Services shall prepare regulations regarding the implementation of this section.

18.5 Outdoor Education Expenses

- 18.5.1 The District shall pay mileage expenses and the cost of camp meal charges for those unit members who are assigned to the Outdoor Education Program.
- 18.5.2 A unit member who is assigned duty at a school camp on a day when other unit members are not scheduled for duty, or are on a school holiday, may elect a day of compensatory leave. The scheduling of such day shall be determined by the unit member and the principal.
- 18.5.3 A unit member who is assigned duty at school camp and who completes five (5) consecutive days of such duty shall receive a maximum of one (1) day of compensatory leave for the year. The scheduling of such day shall be determined by the unit member and principal and such days shall not accumulate. Unit members who attend school camp for more than one week shall not be entitled to additional compensatory leave days.

18.6 Compensatory Pay

- 18.6.1 Unit members who are requested to perform duties over and above those routinely expected of teachers shall be informed prior to the performance of those duties regarding the extent to which they will be compensated, the

extent to which they will be expected to perform the duties without pay, and the extent to which they will be released from teaching duties.

18.6.2 Lengthy tasks, including but not limited to, those associated with textbook selection, will be done on paid time, either after school, on weekends, or during the Winter, Spring, or Summer break. The number of paid hours assigned to a particular task shall be announced prior to the commencement of the task. Effective July 1, 2014, paid hours shall be compensated at the rate of \$33 per hour [no further adjustment based upon Salary Schedule increase effective July 1, 2014].

18.6.3 **SB 1969/SB 395 Training**

The District agrees to out-of-contract pay for eligible unit members who participated in SB 1969 training beginning July 1, 1999 and received an SB 1969 certificate, and agrees to out-of-contract pay in the future for unit members who do not possess a CLAD, BCLAD, or ELD Certificate, and participate in similar training and receive the corresponding certification.

18.7 Stipends

A list of unit member stipends is attached to this Agreement marked as Appendix “B.”

18.7.1 **Bilingual Stipends**

- a. Unit members who possess a BCLAD or BCC and who serve in an assignment in which they are required to provide instructional or support services to students bilingually shall be paid an annual stipend of \$500. The unit member shall not be serving under an emergency permit or waiver. In positions where a unit member does not have a BCLAD or a BCC, second-language proficiency standards shall be established by the District. This stipend applies to the following positions: classroom teacher, Education Specialist, SDC moderate/severe teacher, speech therapist*, social worker*, instrumental music teacher, nurse*, psychologist*, and pre-school teacher*. (District provided second-language proficiency standards shall apply to positions indicated by “*”.)
- b. This stipend shall not be applicable to incidental use of second language skills.
- c. The Assistant Superintendent of Human Resources shall be responsible for determining if an assignment requires bilingual instruction and/or support service to students.
- d. Unit members shall receive annual notification of their qualification for the bilingual stipend, as well as whether they no longer qualify for the stipend.

18.7.2 **GATE Stipend**

Effective July 1, 2006, a unit member assigned to a GATE classroom or a GATE Cluster classroom shall be eligible for the GATE Teacher Stipend of three hundred fifty (\$350.00) dollars if he or she meets the following criteria:

- a. Holds a GATE certificate and
- b. Has five (5) or more district approved GATE students assigned to his or her classroom during the first 20 days of the school year.

18.8 Payroll Salary Adjustments

Any unit member who has been overpaid shall report such error to the Human Resources Department or Accounting Office as soon as possible. In the event that a unit member receives an overpayment of salary the following shall occur:

- 18.8.1 As soon as possible after receiving knowledge of a salary overpayment, the unit member and the Association will be notified in writing by the District of such overpayment.
- 18.8.2 The unit member and his/her Association Representative, if requested, shall meet with the Comptroller or his/her designee to discuss the overpayment. The unit member may elect to repay the amount of overpayment in one lump sum or lump sum payroll deduction or develop a repayment schedule. If a repayment schedule is developed, the repayment period shall be no longer than the period during which the unit member was overpaid. The parties shall develop a mutually agreed upon repayment schedule which shall not result in more than 25% of the unit member's pay being withheld from any single pay warrant.
- 18.8.3 Salary overpayments which result from the depletion of sick leave or emergency leave benefits shall be deducted from the unit member's next pay warrant.
- 18.8.4 Any unit member who terminates employment with the District before repayment is completed shall have the total of the unpaid amount deducted from the unit member's final pay warrant.
- 18.8.5 Any payroll error resulting in insufficient payment shall be corrected and a supplemental check issued following verification of the error, subject to the processing timelines of the San Diego County Office of Education.

ARTICLE 19

IMPACT TEACHERS

- 19.1 The District may employ impact teachers who work at least three (3) days per week.
- 19.2 Impact teachers shall render four (4) consecutive paid hours of service each day. Such service may include time before and after a non-paid lunch period.
- 19.3 Any program to use impact teachers shall be approved by the school site council.
- 19.4 Impact teachers shall be hired on a year to year basis only. Those certificated employees hired as impact teachers shall be classified as temporary employees and shall be released at the end of the school year.
- 19.5 Impact teachers shall not be eligible for participation in District paid health and welfare benefits.
- 19.6 Impact teachers shall be compensated at the rate of One Hundred Fifty and 76/100 Dollars (\$150.76) per day.
- 19.7 Impact teachers shall be members of the bargaining unit represented by the Association.
- 19.8 Impact teachers shall be entitled to use sick leave, personal necessity leave and bereavement leave on a prorated basis.
- 19.9 Each impact teacher shall receive a calendar of work days for the duration of the assignment and a schedule of work hours upon the commencement of the assignment.
- 19.10 The District and the Association agree to discuss and evaluate the impact teacher program upon the conclusion of each school year.

ARTICLE 20

RESIGNATIONS

- 20.1 A unit member must submit a resignation in writing to the District Superintendent or Board of Trustees.
- 20.2 Except as provided in Section 21.3, a resignation shall be effective three business days (24 business hours) following receipt by the Superintendent.
- 20.3 Nothing within this section shall preclude the Board from acting upon a resignation upon receipt from the unit member.
- 20.4 A unit member shall be notified in writing when a resignation has been received by the Superintendent or approved by the Board.
- 20.5 A resignation may be withdrawn prior to the time it becomes effective either three business days (24 business hours) after receipt by the Superintendent or approval by the Board.

ARTICLE 21

SPECIALISTS

21.1 Definition

For the purposes of this Article, the term “specialist” shall refer to a unit member assigned to any of the following positions: reading/language arts specialist, speech and language specialist, adaptive physical education (APE), Education Specialist, psychologist, school nurse, classroom music specialist, SDC moderate/severe teacher, educational social worker, visually handicapped itinerant resource specialist and program specialist.

21.2 Except in an emergency or extraordinary circumstances, administrators will be considered for substitute services prior to removing specialists from their normal duties for the purpose of serving as a substitute teacher for regular classroom teachers.

21.3 Specialist shall not be included in rotating duty schedules.

21.4 Number of Work Days for Specialists

Specialists shall be on duty one hundred eighty-five (185) days during the school year. Additional duty days may be scheduled by management for individual unit members following consultation with the affected unit member. Service for additional duty days shall be voluntary. Such additional duty days, if scheduled, shall be compensated on a per diem basis.

21.5 Additional Sick Leave

Specialists who have a work year which is 195 days or more shall receive one (1) additional sick leave day annually.

21.6 School Nurses

No nurse will be assigned to more than two sites. In the case of a student emergency or need for substitute coverage, a volunteer will be solicited and if there are no volunteers, a nurse will be assigned.

21.7 Psychologists

Each school site will receive eight hours per week of dedicated and guaranteed time from a school psychologist for social skills and counseling support.

21.8 Monthly meetings for District and Special Education representatives selected by SWTA will be arranged.

ARTICLE 22

EFFECT OF AGREEMENT

- 22.1 This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein.
- 22.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations, or except when the parties mutually agree, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 22.3 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. In the event that an article, section, or clause of this Agreement is deemed invalid pursuant to this Section, the Exclusive Representative and the Board, upon written request, shall meet within ten (10) duty days to consider the extent of the deletion.
- 22.4 The terms of this Agreement shall be consistent with the provisions of state and federal law. In the event a statutory change affects the validity of a provision of this Agreement, the Board and the Association shall re-open negotiations for the purpose of considering any necessary amendment to the Agreement.
- 22.5 Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its stated term, shall be controlling.
- 22.6 There shall be two (2) signed copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the Exclusive Representative.
- 22.7 Within one (1) month of ratification of this Agreement by both parties, the District agrees to print sufficient copies of the Agreement for distribution to all members of the unit. The Board and Association agree to share equally all costs of printing the Agreement.

ARTICLE 23

PRE-SCHOOL TEACHERS/PRE-SCHOOL COACHES

- 23.1 Pre-school Teachers and Pre-school Coaches who provide services in the District's pre-school program are members of the certificated bargaining unit represented by the Association. All Pre-school Teachers and Pre-school Coaches shall be subject to the provisions of this article.
- 23.2 The following articles and sections of this Agreement shall not be applicable to Pre-school Teachers and Pre-school Coaches:
- Article 6-Hours of Employment; Article 8, section 8.8-Sabbatical Leave; Article 8, section 8.9.8-Return from Leave; Article 9-Transfer and Reassignment Procedures; Article 10, section 10.2-Suspension of Pupil; Article 11-Class Size; Article 12, section 12.6 and 12.12-Evaluation Procedures-Change in Assignment and Referral to PAR; Article 14-Part-time Employment with Full Employment Credit; Article 15-Job Sharing; Article 16-Master Teacher/Master Specialist; Article 18-Wages (except section 18.8); Article 19-Peer Assistance and Review Program; Article 20-Impact Teachers; Article 22-Specialists; and appendices to the Agreement related to the articles and sections excluded hereinabove.
- 23.3 Pre-school Teachers and Pre-school Coaches shall perform those duties set forth in their job descriptions.
- 23.4 A Pre-school Teacher's basic assignment each day consists of six hours in paid status and a 40 minute duty-free non-paid lunch period.
- 23.5 Effective July 1, 2013, Pre-school Teachers will have a work year of 185 days. The work year shall include 177 student days; two teacher preparation days free from workshops, in-services, student/parent visits and other site or District meetings; one parent conference day; and five work days devoted to professional development, site-based meetings, and collaboration team meetings. Any increase in the Pre-school teacher work year above the 2012-2013 work year shall be accompanied by a pro rata increase in annual compensation. In the event legislation is enacted that requires 180 student days for each school year, three professional development days shall become student days.
- 23.6 Pre-school Coaches' basic assignment each day consists of six hours in paid status and a 40 minute duty free non-paid lunch period.
- 23.7 Effective July 1, 2013, Pre-school Coaches will have a work year of 185 days. The work year shall include 177 student days; two teacher preparation days free from workshops,

in-services, student/parent visits and other site or District meetings; one parent conference day; and five work days devoted to professional development, site-based meetings, and collaboration team meetings. Any increase in the Pre-school teacher work year above the 2012-2013 work year shall be accompanied by a pro rata increase in annual compensation. In the event legislation is enacted that requires 180 student days for each school year, three professional development days shall become student days.

23.8 Pre-school Teachers and Pre-school Coaches shall be required to attend staff meetings, trainings and parent conferences.

23.9 Salary and Related Matters

23.9.1 Pre-school Teachers and Pre-school Coaches shall be compensated in accordance with the salary schedules attached hereto as Appendix A-1. Salary schedule placement for Pre-School Teachers and Pre-school Coaches shall be subject to the provisions of the hold harmless agreement between the District and the Association.

23.9.1.1 Effective July 1, 2015, the Pre-school Salary Schedule will be revised to reflect a three column schedule.

23.9.1.2 Effective July 1, 2018, the Pre-school Teacher Salary Schedule shall be increased by 4%.

23.9.1.3 Effective July 1, 2019, the Pre-school Teacher Salary Schedule shall be increased by 2%.

23.9.1.4 Effective July 1, 2020, the Pre-school Teacher Salary Schedule shall be increased by 2%.

23.9.2 Salary Schedule Conditions for Pre-school Teachers and Pre-school Coaches.

23.9.2.1 General - Each unit member shall be compensated in accordance with his/her placement on the salary schedule. Placement on the salary schedule is determined by educational preparation and teaching experience. After a unit member has been placed on the appropriate step and class of the salary schedule, he/she shall progress according to the regulations set forth in this Article.

23.9.2.2 Initial Placement - Upon initial employment by the District, the Assistant Superintendent of Human Resources may authorize credit on the salary schedule for prior years of teaching in public schools. Such credit shall not exceed five (5) years outside the District. A unit member is responsible for securing proper written verification of training and teaching experience which is used in determining placement on the salary schedule.

23.9.2.3 Service Increments

23.9.2.3.1 To receive credit for a full year of teaching, a unit member must have been in paid status seventy-five percent (75%) percent or more of the number of days the regular schools of the District is maintained.

23.9.2.3.2 Each unit member shall be granted one (1) step on the appropriate column of the salary schedule for each year of satisfactory continuous service within the District until the maximum of a salary class is reached.

Unit members do not receive salary credit for experience while on unpaid leave.

23.9.2.4 Horizontal Movement - The Board encourages all unit members to improve their skills through advance training and as an inducement thereto provides extra compensation for those who do so successfully. The Board delegates to the Assistant Superintendent for Human Resources the responsibility for assuring that unit members comply with the following provisions when claiming credit for advance studies.

23.9.2.5 Acceptable Coursework - Courses claimed for credit shall be given at an accredited college or university and shall be those courses offered for the attainment of an A.A. degree, a bachelor's degree in the field of education or courses applicable to the field of early childhood education.

23.9.2.6 Approval of Coursework - Courses which are submitted for salary schedule credit must be approved by the site supervisor and the Assistant Superintendent of Human Resources on the Professional Growth Salary Credit Request Form (P-17) - Appendix "M" in Association Master Agreement.

For purposes of this section, "Approval of Coursework" means the coursework complies with the requirements of Section 5 above. Approval of courses shall be consistent with prior practice in the District. Courses for salary schedule credit must be taken during off duty time or while on an approved uncompensated leave of absence.

- 23.9.2.7 Verification of Coursework - To qualify for a salary column increase, the coursework must be completed and approved on the P-17 form and received by Human Resources for approval by the Assistant Superintendent of Human Resources. Office transcripts or official grade cards must be received on or by the quarterly deadlines to allow the salary column increase to be effective for the next quarter. The quarterly deadlines are June 30, September 15, January 31, and March 15 of each year.
- 23.10 Required meetings or mandatory staff development activities held outside the duty-day shall be compensated at the unit member's hourly rate of pay. All activities on the monthly calendar will be clearly identified as mandatory or voluntary.
- 23.11 Adult-pupil ratios for the District's pre-school programs shall be consistent with those standards established pursuant to the State of California's licensing requirements for pre-schools. Where appropriate, class size standards for Pre-School for All shall be applicable in lieu of state licensing requirements.
- 23.12 Pre-school Teachers returning from long-term leave will be placed in assignments in which they are qualified to serve.
- 23.13 Any Pre-school Teacher who is also employed as a Family Service Liaison shall, for purposes of representation, be included solely in the bargaining unit represented by the Association.
- 23.14 Pre-school Teachers shall not receive paid vacation.
- 23.15 Voluntary Reassignment Procedures
- 23.15.1 When the Pre-School Director determines it is necessary to reassign a unit member due to program requirements including, but not limited to, educational qualifications or the ability to obtain full funding, the Pre-School Director shall notify unit members in writing regarding the opportunity for voluntary reassignment to the position. Such notification shall be accomplished through written notification posted on bulletin boards at employee worksites.
- 23.15.2 The above procedure also shall apply to regular vacancies created when a Pre-School Teacher or a Pre-school Coach position becomes available. Under such circumstances the Pre-School Director shall consider voluntary reassignment requests prior to opening the vacancy for outside candidates.
- 23.15.3 The Pre-School Director shall make the final decision regarding reassignments.

23.16 Increased Hours and/or Promotional Opportunities for Pre-school Teachers

- 23.16.1 If a vacancy occurs in the position of Pre-school Coach or in a Pre-school Teacher position of greater hours, the District shall first offer the opportunity to interview for the vacant position to currently employed Pre-school Teachers.
- 23.16.2 The interview committee shall consist of at least two unit members selected by the Pre-school Teachers in the pre-school program, the Pre-school Director or another administrator selected by the Pre-school Director.
- 23.16.3 The interview committee shall provide input to the Pre-school Director. The Pre-school Director shall possess the authority to either select an in-house candidate or to advertise the vacant position outside the District. The final authority for selecting the applicant to fill the vacant position is vested with the Pre-school Director subject to approval by the District Superintendent.
- 23.16.4 If requested, the interviewee will be given in writing the reasons for denial of the promotion within two weeks after the interview.

23.17 Release Time

- 23.17.1 Pre-school Teachers will receive 2.5 hours of release time one time per month.
- 23.17.2 A monthly meeting for District and Pre-School representative selected by SWTA will be arranged.

23.18 Pre-school Memorandum of Understanding

On July 11, 2018 the District and SWTA entered into a Memorandum of Understanding in which Pre-school Teacher hours will increase to 6.67 hours per day (6 hours and 40 minutes) for the 2018-2019 school year only. A copy of this Memorandum of Understanding is attached to this Agreement as Appendix N.

ARTICLE 24

SPECIAL EDUCATION

24.1 Definitions

Caseload: refers to the number of students with IEP's for whom the special education teacher is assigned.

Co-teaching may be defined as having two teachers in the classroom and may be considered in order to provide an appropriate setting for students with IEPs as recommended by the IEP Team. This may also include the learning center model, service delivery model, or any other model in which the general education teacher and the special education teacher share students.

24.2 Co-teaching

24.2.1 When school sites implement a co-teaching model they shall convene a team consisting of the principal, a specialist, a general education teacher, and the psychologist, to discuss the implementation of student IEPs. The team shall endeavor to reach consensus regarding all site-based co-teaching decisions. If consensus is not reached, the principal shall make the decision.

24.2.2 Any unit member who will be assigned a co-teaching partner shall be provided reasonable advance notice. Teachers whose class roster includes students with IEPs will be notified and provided the opportunity to review the files of students and participate in a meeting prior to the first day of school. If the student enrolls after the first day of school the teacher will have the opportunity to review the student's file prior to the student's attendance if the IEP from the transferring school is available.

24.2.3 All unit members have the right to the voluntary process in Article 9, Transfers.

24.2.4 When co-teaching, the general education teacher and the special education teacher shall share students and will typically collaborate on IEP goals and report cards.

24.2.5 Whenever the ratio of students with IEPs (excluding students with speech-only IEPs) in a general education classroom exceeds 25% of the overall class size the site administration will meet with the general education teacher, within ten (10) duty days of the request to develop a plan which may include specific supports.

- 24.2.6 When determined necessary by the unit member, principal, or both unit members participating in a co-teaching model will be provided reasonable training and provided with release time or compensation at the current out of contract pay.
- 24.2.7 Co-teaching issues and concerns shall be discussed at regularly scheduled Special Education committee meetings held pursuant to Article 22.8.
- 24.2.8 Special education teachers shall be provided an annual stipend \$1,500. This stipend does not include psychologists and speech-language pathologists.

ARTICLE 25

TERM OF AGREEMENT

- 25.1 The term of agreement shall be in effect from July 1, 2018 through June 30, 2021.
- 25.2 The parties agree to further negotiations on the evaluation article pursuant to the side letter of agreement regarding the evaluation procedures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof effective on the day and year set forth hereinabove.

BOARD OF TRUSTEES OF THE
SOUTH BAY UNION SCHOOL
DISTRICT

SOUTHWEST TEACHERS
ASSOCIATION

Cheryl Quinones, President

Tracy Rolfe, President

THIS AGREEMENT WAS RATIFIED BY THE BOARD OF TRUSTEES AT A PUBLIC MEETING OF THE BOARD DULY HELD ON _____ .

APPENDIX A
SOUTH BAY UNION SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE EFFECTIVE 7/1/18

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
Steps						
1	45,107	47,002	48,976	51,033	53,584	56,263
2	46,985	48,958	51,014	53,156	55,815	58,605
3	48,940	50,996	53,138	55,370	58,138	61,045
4	50,978	53,119	55,350	57,675	60,558	63,587
5	53,100	55,330	57,654	60,076	63,079	66,233
6	55,310	57,634	60,055	62,577	65,705	68,990
7	57,614	60,033	62,555	65,182	68,441	71,863
8	60,012	62,532	65,159	67,895	71,290	74,855
9	62,510	65,135	67,871	70,722	74,258	77,971
10		67,848	70,697	73,666	77,349	81,217
11			72,309	75,346	79,113	83,069
12			73,958	77,064	80,916	84,963
13			75,643	78,821	82,761	86,899
14			77,368	80,618	84,649	88,880
15			79,133	82,455	86,579	90,907
16			80,936	84,336	88,553	92,980
17			82,782	86,259	90,572	95,100
18			84,670	88,225	92,637	97,268
19			84,670	90,237	94,748	99,485
20			84,670	92,294	96,909	101,755
21			84,670	94,399	99,118	104,075

MAXIMUM PLACEMENT IS STEP 6 FOR TEACHERS NEW TO THIS DISTRICT

CLASS I	B.A. Degree
CLASS II	B.A. Degree plus 15 Semester Units subsequent to B.A. Degree
CLASS III	B.A. Degree plus 30 Semester Units subsequent to B.A. Degree
CLASS IV	B.A. Degree plus 45 Semester Units subsequent to B.A. Degree or M.A.
CLASS V	B.A. Degree plus 60 Semester Units subsequent to B.A. Degree or M.A. plus 15 Semester Units subsequent to M.A.
CLASS VI	B.A. Degree plus 85 Semester Units subsequent to B.A. Degree or M.A. plus 30 Semester Units subsequent to M.A.

STIPENDS: Refer to Appendix B of Southwest Teachers Association contract for descriptions

Approved by Board of Trustees on: 8/23/18; 4%

**APPENDIX A
SOUTH BAY UNION SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE EFFECTIVE 07/01/19**

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
Steps						
1	46,009	47,942	49,956	52,054	54,656	57,388
2	47,925	49,937	52,034	54,219	56,931	59,777
3	49,919	52,016	54,201	56,477	59,301	62,266
4	51,998	54,181	56,457	58,829	61,769	64,859
5	54,162	56,437	58,807	61,278	64,341	67,558
6	56,416	58,787	61,256	63,829	67,019	70,370
7	58,766	61,234	63,806	66,486	69,810	73,300
8	61,212	63,783	66,462	69,253	72,716	76,352
9	63,760	66,438	69,228	72,136	75,743	79,530
10	0	69,205	72,111	75,139	78,896	82,841
11	0	0	73,755	76,853	80,695	84,730
12	0	0	75,437	78,605	82,534	86,662
13	0	0	77,156	80,397	84,416	88,637
14	0	0	78,915	82,230	86,342	90,658
15	0	0	80,716	84,104	88,311	92,725
16	0	0	82,555	86,023	90,324	94,840
17	0	0	84,438	87,984	92,383	97,002
18	0	0	86,363	89,990	94,490	99,213
19	0	0	86,363	92,042	96,643	101,475
20	0	0	86,363	94,140	98,847	103,790
21	0	0	86,363	96,287	101,100	106,157

MAXIMUM PLACEMENT IS STEP 6 FOR TEACHERS NEW TO THIS DISTRICT
LONGEVITY INCREMENTS ARE IMPLEMENTED AT STEPS 16, 18, AND 21

CLASS I	B.A. Degree
CLASS II	B.A. Degree plus 15 Semester Units subsequent to B.A. Degree
CLASS III	B.A. Degree plus 30 Semester Units subsequent to B.A. Degree
CLASS IV	B.A. Degree plus 45 Semester Units subsequent to B.A. Degree or M.A.
CLASS V	B.A. Degree plus 60 Semester Units subsequent to B.A. Degree or M.A. plus 15 Semester Units subsequent to M.A.
CLASS VI	B.A. Degree plus 85 Semester Units subsequent to B.A. Degree or M.A. plus 30 Semester Units subsequent to M.A.

STIPENDS: Refer to Appendix B of Southwest Teachers Association contract for descriptions

Approved by Board of Trustees on: 08/23/18; 2%

**APPENDIX A
SOUTH BAY UNION SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE EFFECTIVE 07/01/2020**

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
Steps						
1	46,929	48,901	50,955	53,095	55,749	58,536
2	48,883	50,936	53,075	55,304	58,070	60,973
3	50,917	53,056	55,285	57,607	60,487	63,511
4	53,038	55,265	57,586	60,005	63,005	66,156
5	55,245	57,565	59,983	62,503	65,627	68,909
6	57,545	59,962	62,481	65,105	68,359	71,777
7	59,942	62,458	65,082	67,815	71,206	74,766
8	62,436	65,058	67,791	70,638	74,170	77,879
9	65,035	67,766	70,613	73,579	77,258	81,121
10	0	70,589	73,553	76,642	80,474	84,498
11	0	0	75,230	78,390	82,309	86,425
12	0	0	76,946	80,177	84,185	88,396
13	0	0	78,699	82,005	86,105	90,410
14	0	0	80,494	83,875	88,069	92,471
15	0	0	82,330	85,786	90,077	94,580
16	0	0	84,206	87,743	92,131	96,736
17	0	0	86,126	89,744	94,231	98,942
18	0	0	88,091	91,789	96,380	101,198
19	0	0	88,091	93,883	98,576	103,504
20	0	0	88,091	96,023	100,824	105,866
21	0	0	88,091	98,213	103,122	108,280

MAXIMUM PLACEMENT IS STEP 6 FOR TEACHERS NEW TO THIS DISTRICT
LONGEVITY INCREMENTS ARE IMPLEMENTED AT STEPS 16, 18, AND 21

CLASS I	B.A. Degree
CLASS II	B.A. Degree plus 15 Semester Units subsequent to B.A. Degree
CLASS III	B.A. Degree plus 30 Semester Units subsequent to B.A. Degree
CLASS IV	B.A. Degree plus 45 Semester Units subsequent to B.A. Degree or M.A.
CLASS V	B.A. Degree plus 60 Semester Units subsequent to B.A. Degree or M.A. plus 15 Semester Units subsequent to M.A.
CLASS VI	B.A. Degree plus 85 Semester Units subsequent to B.A. Degree or M.A. plus 30 Semester Units subsequent to M.A.

STIPENDS: Refer to Appendix B of Southwest Teachers Association contract for descriptions

Approved by Board of Trustees on: 08/23/18; 2%

Appendix A2
South Bay Union School District
Language, Speech And Hearing Specialist Salary Schedule
Effective 07/01/2018

	Class I	Class II	Class III
1	67,017	70,366	73,484
2	68,190	71,598	74,770
3	69,384	72,851	76,079
4	70,597	74,126	77,410
5	71,833	75,423	78,764
6	73,090	76,743	80,143
7	74,369	78,085	81,545
8	75,670	79,452	82,972
9	76,994	80,842	84,425
10	78,342	82,258	85,902
11	79,713	83,697	87,406
12	81,109	85,161	88,935
13	82,527	86,652	90,491
14	83,972	88,168	92,075
15	85,441	89,711	93,686
16	86,937	91,281	95,325
17	88,458	92,878	96,994
18	90,006	94,504	98,692
19	91,581	96,158	100,418
20	93,184	97,841	102,176
21	94,815	99,553	104,491

Bilingual stipend per contract section 18.7.1

Class I - B.A. + 45 semester units or M.A. (all + semester units are subsequent)

Class II - B.A. + 60 semester units or M.A. + 15 semester units

Class III - B.A. + 85 semester units or M.A. + 30 semester units

* Board Approved: 8/23/18, 4%

Appendix A2
South Bay Union School District
Language, Speech And Hearing Specialist Salary Schedule
Effective 07/01/2019

	Class I	Class II	Class III
1	68,357	71,773	74,954
2	69,554	73,030	76,265
3	70,772	74,308	77,601
4	72,009	75,609	78,958
5	73,270	76,931	80,339
6	74,552	78,278	81,746
7	75,856	79,647	83,176
8	77,183	81,041	84,631
9	78,534	82,459	86,114
10	79,909	83,903	87,620
11	81,307	85,371	89,154
12	82,731	86,864	90,714
13	84,178	88,385	92,301
14	85,651	89,931	93,917
15	87,150	91,505	95,560
16	88,676	93,107	97,232
17	90,227	94,736	98,934
18	91,806	96,394	100,666
19	93,413	98,081	102,426
20	95,048	99,798	104,220
21	96,711	101,544	106,581

Bilingual stipend per contract section 18.7.1

Class I - B.A. + 45 semester units or M.A. (all + semester units are subsequent)

Class II - B.A. + 60 semester units or M.A. + 15 semester units

Class III - B.A. + 85 semester units or M.A. + 30 semester units

* Board Approved: 8/23/18, 2%

Appendix A2
South Bay Union School District
Language, Speech And Hearing Specialist Salary Schedule
Effective 07/01/2020

	Class I	Class II	Class III
1	69,724	73,209	76,453
2	70,945	74,491	77,791
3	72,187	75,794	79,153
4	73,449	77,121	80,537
5	74,735	78,470	81,946
6	76,043	79,843	83,381
7	77,374	81,240	84,839
8	78,727	82,662	86,324
9	80,105	84,108	87,836
10	81,507	85,581	89,372
11	82,933	87,078	90,937
12	84,386	88,602	92,528
13	85,861	90,153	94,147
14	87,364	91,730	95,795
15	88,893	93,335	97,471
16	90,449	94,969	99,176
17	92,032	96,630	100,913
18	93,642	98,322	102,679
19	95,281	100,043	104,475
20	96,949	101,794	106,304
21	98,646	103,575	108,712

Bilingual stipend per contract section 18.7.1

Class I - B.A. + 45 semester units or M.A. (all + semester units are subsequent)

Class II - B.A. + 60 semester units or M.A. + 15 semester units

Class III - B.A. + 85 semester units or M.A. + 30 semester units

* Board Approved: 8/23/18, 2%

APPENDIX A-1
SOUTH BAY UNION SCHOOL DISTRICT
PRESCHOOL SALARY SCHEDULE
Effective July 1, 2018

	Column I		Column II		Column III	
	Hourly Permit with AA	Annual @ 185 Days AA 6.67 Hours	Hourly Permit with AA + 30 units	Annual @ 185 Days AA + 30 Units 6.67 Hours	Hourly Permit with Bachelors	Annual @ 185 Days Bachelors 6.67 Hours
1	25.77	31,799	26.44	32,626	27.13	33,477
2	26.44	32,626	27.13	33,477	27.83	34,341
3	27.13	33,477	27.83	34,341	28.55	35,229
4	27.83	34,341	28.55	35,229	29.31	36,167
5	28.55	35,229	29.31	36,167	30.08	37,117
6	29.31	36,167	30.08	37,117	30.85	38,067
7	30.08	37,117	30.85	38,067	31.65	39,055
8	30.85	38,067	31.65	39,055	32.48	40,079
9	31.65	39,055	32.48	40,079	33.32	41,115
10	32.48	40,079	33.32	41,115	34.20	42,201
11	33.32	41,115	34.20	42,201	35.07	43,275
12	34.20	42,201	35.07	43,275	35.99	44,410
13			35.99	44,410	36.91	45,545
14			36.91	45,545	37.88	46,742
15			37.88	46,742	38.86	47,951

Approved by Board of Trustees on: 8/23/18, 4%

APPENDIX A-1
SOUTH BAY UNION SCHOOL DISTRICT
PRESCHOOL SALARY SCHEDULE
Effective July 1, 2019

	Column I		Column II		Column III	
	Hourly Permit with AA	Annual @ 185 Days AA 6.67 Hours	Hourly Permit with AA + 30 units	Annual @ 185 Days AA + 30 Units 6.67 Hours	Hourly Permit with Bachelors	Annual @ 185 Days Bachelors 6.67 Hours
1	26.29	32,441	26.97	33,280	27.67	34,143
2	26.97	33,280	27.67	34,143	28.39	35,032
3	27.67	34,143	28.39	35,032	29.12	35,933
4	28.39	35,032	29.12	35,933	29.90	36,895
5	29.12	35,933	29.90	36,895	30.68	37,858
6	29.90	36,895	30.68	37,858	31.47	38,832
7	30.68	37,858	31.47	38,832	32.28	39,832
8	31.47	38,832	32.28	39,832	33.13	40,881
9	32.28	39,832	33.13	40,881	33.99	41,942
10	33.13	40,881	33.99	41,942	34.88	43,040
11	33.99	41,942	34.88	43,040	35.77	44,138
12	34.88	43,040	35.77	44,138	36.71	45,298
13			36.71	45,298	37.65	46,458
14			37.65	46,458	38.64	47,680
15			38.64	47,680	39.64	48,914

Approved by Board of Trustees on: 8/23/18, 2%

APPENDIX A-1
SOUTH BAY UNION SCHOOL DISTRICT
PRESCHOOL SALARY SCHEDULE
Effective July 1, 2020

	Column I		Column II		Column III	
	Hourly	Annual @ 185 Days AA 6.0 Hours	Hourly	Annual @ 185 Days AA + 30 Units 6.0 Hours	Hourly	Annual @ 185 Days Bachelors 6.0 Hours
1	Permit with AA 26.82	29,770	Permit with AA + 30 units 27.51	30,536	Permit with Bachelors 28.22	31,324
2	27.51	30,536	28.22	31,324	28.96	32,146
3	28.22	31,324	28.96	32,146	29.70	32,967
4	28.96	32,146	29.70	32,967	30.50	33,855
5	29.70	32,967	30.50	33,855	31.29	34,732
6	30.50	33,855	31.29	34,732	32.10	35,631
7	31.29	34,732	32.10	35,631	32.93	36,552
8	32.10	35,631	32.93	36,552	33.79	37,507
9	32.93	36,552	33.79	37,507	34.67	38,484
10	33.79	37,507	34.67	38,484	35.58	39,494
11	34.67	38,484	35.58	39,494	36.49	40,504
12	35.58	39,494	36.49	40,504	37.44	41,558
13			37.44	41,558	38.40	42,624
14			38.40	42,624	39.41	43,745
15			39.41	43,745	40.43	44,877

Approved by Board of Trustees on: 8/23/18, 2%

CERTIFICATED EMPLOYEE STIPENDS

Effective 7/1/18

<u>Category</u>	<u>Amount</u>
Bilingual Certificate	\$ 500.00
Bilingual Combination (with Bilingual Certificate)	\$1,500.00
Doctoral	\$1,000.00
E-3/IPLS District Lead Teacher	\$3,000.00 (7/1/18-6/30/21 only)
GATE Teacher	\$ 350.00
IEP Chairperson	\$2,000.00
Master Teacher/Specialist Supervisor	Monies paid by the college/university for this service shall be paid to the Master Teacher/Specialist Supervisor (refer to 16.7 of the Agreement)
Music Specialist	\$ 350.00
IPLS Council Member	\$1,500.00
Psychologist	5% of Salary
E3/IPLS Site Lead Teacher	\$1,200.00 (7/1/18-6/30/21 only)
Site Testing Coordinator	\$1,000.00
Education Specialist	\$1,500.00
Student Study Team (SST) Chairperson	\$2,000.00
Visual and Performing Arts (VPA)	\$1,000.00

APPENDIX B

SBUSD Integrated Professional Learning System

Educator Self-Reflection Tool

Educator	Assignment
Evaluator	Work Site

Directions: Prior to the Goal Setting/Reflection Conference, the unit member will self-reflect on his or her practice and highlight strengths along, at least, three (3) CSTP progressions. Two will be mandatory district focus areas: 2.6 and 5.4, and a selected third focus area _____. The unit member will also reflect on overall instruction based on the three (3) related IPLS progressions. Unit member may bring any data/artifacts that support reflection to the Goal Setting/Reflection Conference.

Standard One: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1.4: Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5: Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6: Monitoring student learning and adjusting instruction while teaching

Standard Two: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.3: Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4: Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

Standard Three: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.4: Utilizing instructional strategies that are appropriate to the subject matter
- 3.6: Addressing the needs of English learners and students with special needs to provide equitable access to the content

District Professional Development CSTP focus areas:

- 1. 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
- 2. 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.

Choose one of the remaining CSTPs to be considered for the third area of professional growth:

CSTP:

Standard Four: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.2: Establishing and articulating goals for student learning
- 4.4: Planning instruction that incorporates appropriate strategies to meet the learning needs of all students

Standard Five: ASSESSING STUDENTS FOR LEARNING

- 5.3: Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5: Involving all students in self-assessment, goal setting, and monitoring progress

Standard Six: DEVELOPING AS A PROFESSIONAL EDUCATOR

- 6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.5: Engaging local communities in support of the instructional program

SBUSD Integrated Professional Learning System

Professional Learning Plan

Educator	Assignment
Evaluator	Work Site

Directions: During the Goal-setting Conference, evaluator and educator will review data gathered and the Educator Self-Reflection Tool to set professional growth goals that are specific, measurable, attainable, relevant, and time-bound (SMART). SMART goals for professional growth will be developed for at least three (3) CSTP progressions. Two of which will be mandatory district focus areas: CSTP 2.6 and 5.4. In addition, professional growth support and next steps will be discussed. Return to these goals periodically to reflect on and modify, if necessary, as well as, plan next steps.

Professional Growth Areas of Focus

CSTP: 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
SMART Goal	Professional Growth Support/Needs and Next Steps
CSTP: 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	
SMART Goal	Professional Growth Support/Needs and Next Steps
CSTP:	
SMART Goal	Professional Growth Support/Needs and Next Steps

Directions: During the Goal-setting Conference, evaluator and educator will discuss student growth and summarize a Student Growth Plan. The plan should include, but is not limited to, *academic content area, monitoring group, growth measures, content instruction, and student outcomes*. Return to this plan periodically to identify reflections, analysis of multiple measures, agreements, and next steps.

Student Growth Plan

[Empty box for Student Growth Plan content]

SBUSD Integrated Professional Learning System

Evaluator and Educator Scheduled Observation and Mid-Year Conference Report

Educator	Assignment
Evaluator	Work Site

Directions: Mid-Year Conference, evaluator and educator will reflect on the Scheduled Observation, any Informal Walkthrough observations/feedback and other professional learning opportunities, document notes and/or evidence to support progress on each CSTP progression (see CSTP Progressions and/or Educator Self-Reflection Forms A1-A6)

CSTP Progression Reflection

CSTP 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Smart Goal
Scheduled Observation Notes / Comments	Walkthrough Feedback - Professional Development Notes / Comments
Professional Practice Area(s) of Strength	Professional Practice Area(s) of Development

CSTP 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Smart Goal
Scheduled Observation Notes / Comments	Walkthrough Feedback - Professional Development Notes / Comments
Professional Practice Area(s) of Strength	Professional Practice Area(s) of Development

CSTP	Smart Goal
Scheduled Observation Notes / Comments	Walkthrough Feedback - Professional Development Notes / Comments
Professional Practice Area(s) of Strength	Professional Practice Area(s) of Development

Directions: Prior to Mid-Year Conference evaluator reviews Student Growth Plan and notes any reflections, analysis of multiple measures, agreements, and/or next steps

Student Growth Plan
<p>Notes</p>

Reflection CSTP areas of performance:

<p>CSTP 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p>	<p>Rating: _____</p>	<p>Notes</p>
<p>CSTP 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p>	<p>Rating: _____</p>	
<p>CSTP</p>	<p>Rating: _____</p>	

IPLS Performance Ratings

INEFFECTIVE	EMERGING	EFFECTIVE	INNOVATING
<p>Refers to inadequate professional practice that is based on an unsatisfactory understanding of pedagogy and/or content. Teachers performing at this level demonstrate limited skills and/or effort to meet the expectation of an effective teacher. "Ineffective" is performance on an element that is understood to be in need of significant improvement and structured support to be considered satisfactory.</p>	<p>Refers to developing professional practice that is inconsistent based on limited understanding of pedagogy and/or content. Teachers performing at this level demonstrate potential and skills to meet the expectation of an effective teacher. "Emerging" is performance on an element that is understood to be in need of improvement and support to be fully satisfactory.</p>	<p>Refers to successful professional practice that is based on a thorough knowledge of pedagogy and content; in addition to, assessed student strengths and needs. Teachers performing at this level are proficient in meeting the standards and aligned elements that is consistent with the expectation of an effective teacher. "Effective" is performance on an element that is understood to be fully satisfactory.</p>	<p>Refers to purposeful professional practice that involves students in innovative learning processes and creates a true community of learners. Teachers performing at this level are master teachers and model initiative, raise performance through expanding knowledge, and improve individual and/or school effectiveness in a manner that exceeds expectations. "Innovative" is performance on an element that is of such a high level that it could serve as a model.</p>
<p>OVERALL RATING SCALE</p>			
<ul style="list-style-type: none"> • More than one Ineffective 	<ul style="list-style-type: none"> • Not more than one Ineffective rating • Two Emerging with combination of Effective and/or Innovating • One Emerging and one Ineffective and one Effective and/or Innovating 	<ul style="list-style-type: none"> • No Ineffective ratings • Two Effective with One Innovating • One Emerging with any combination of Effective and/or Innovating 	<p>All Innovating Ratings</p>

Evaluator Signature: _____

Educator Signature: _____

Date: _____

Date: _____

EDUCATOR STATEMENT: I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement to accompany this form within 10 working days to the Evaluator and Assistant Superintendent of Human Resources

SBUSD Integrated Professional Learning System
Professional Practice Summative Report

Educator	Assignment
Evaluator	Work Site

Directions: Summative Conference, evaluator and educator will reflect on the Scheduled Observation, any Informal Walkthrough observations/feedback and other professional learning opportunities, document notes and/or evidence to support progress on each CSTP progression (see CSTP Progressions and/or Educator Self-Reflection Forms A1-A6)

CSTP Progression Reflection

CSTP 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Smart Goal
Scheduled Observation Notes / Comments	Walkthrough Feedback - Professional Development Notes / Comments
Professional Practice Area(s) of Strength	Professional Practice Area(s) of Development

CSTP 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Smart Goal
Scheduled Observation Notes / Comments	Walkthrough Feedback - Professional Development Notes / Comments
Professional Practice Area(s) of Strength	Professional Practice Area(s) of Development

CSTP	Smart Goal
Scheduled Observation Notes / Comments	Walkthrough Feedback - Professional Development Notes / Comments
Professional Practice Area(s) of Strength	Professional Practice Area(s) of Development

Directions: Prior to or during evaluator reviews Student Growth Plan and notes any reflections, analysis of multiple measures, agreements, and/or next steps

Student Growth Plan
<p>Notes</p>

Reflection CSTP areas of professional development:

CSTP 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Rating:	Notes
CSTP 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Rating:	
CSTP	Rating:	

IPLS Performance Ratings

OVERALL RATING SCALE			
<input type="checkbox"/> INEFFECTIVE <ul style="list-style-type: none"> • More than one ineffective 	<input type="checkbox"/> EMERGING <ul style="list-style-type: none"> • Not more than one Ineffective rating • Two Emerging with combination of Effective and/or Innovating • One Emerging and one Ineffective and one Effective and/or Innovating 	<input type="checkbox"/> EFFECTIVE <ul style="list-style-type: none"> • No Ineffective ratings • Two Effective with One Innovating • One Emerging with any combination of Effective and/or Innovating 	<input type="checkbox"/> INNOVATIVE <ul style="list-style-type: none"> • All Innovating Ratings

If checked, a rating would not be applied. The unit member will continue on IPLS System for the next school year per Article 12.3.4.3 to 12.3.4.7

Evaluator Signature: _____ Date: _____

Educator Signature: _____ Date: _____

EDUCATOR STATEMENT: I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement to accompany this form within 10 working days to the Evaluator and Assistant Superintendent of Human Resources

SBUSD Integrated Professional Learning System
 Evaluator Informal Walkthrough Observation

Directions: The evaluator records evidence and feedback from unscheduled classroom observations.

Educator:		School/Work Site:		Grade/Assignment:	
Evaluator:		Date:		Start Time: End Time:	
Activity Observed					
CSTP Element:					
Comments/Evidence			Student Evidence		
Feedback/Next Steps:					
CSTP Element:					
Comments/Evidence			Student Evidence		
Feedback/Next Steps:					

**Voluntary Reassignment Request Form
for the 2019-20 School Year**

Name: _____ School: _____

Indicate grade levels you would like to be considered for on a voluntary basis for the 2019-20 school year at your present school site.

Grade _____

Grade _____

Rationale optional:

Signature _____

Date _____

Please return to your Administrative School Secretary by March 18, 2019

SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California

CERTIFICATED ONLY
VOLUNTARY TRANSFER REQUEST FORM FOR 2019-20
(Submit to Cheryl Finch via e-mail by 4:00 p.m. on Wednesday, April 24, 2019)

Name: _____ Phone Number/Cell Phone: _____
 Current School/Site: _____ Phone Number (Intersession): _____
 Grade: _____ Other Phone/Fax/E-Mail: _____
 CLAD/ELL: Yes ___ No ___
 BCLAD: Yes ___ No ___

INSTRUCTIONS: Indicate all schools, grade levels or assignments you would like to be considered for on a voluntary transfer request basis for the 2019-20 school year. You will be contacted to meet with the Site Interview Panel for a voluntary transfer provided such position becomes vacant at the site(s) for which you have indicated an interest (circled) on this form.

School	Circle Grade(s)
BA	TK K 1 2 3 4 5 6
BE	TK K 1 2 3 4 5 6
CE	TK K 1 2 3 4 5 6
EM	TK K 1 2 3 4 5 6
ME	TK K 1 2 3 4 5 6
NE BCLAD required	TK K 1 2 3 4 5 6 7 8
IBCS	TK K 1 2 3 4 5 6 7 8
NI	TK K 1 2 3 4 5 6
ON	TK K 1 2 3 4 5 6
PE	TK K 1 2 3 4 5 6
SS	TK K 1 2 3 4 5 6

DO NOT WRITE BELOW THIS LINE

TRANSFER APPROVAL: YES ___ NO ___ SCHOOL SITE: _____ GRADE: _____
 (To be approved by Supervisor at school with open position.)

Supervisor's (school with open position) Signature/Date: _____

**SOUTH BAY UNION SCHOOL DISTRICT
Imperial Beach, California**

GRIEVANCE FORM

Name of Employee: _____ **Assignment/Site:** _____

Address (Where all notices should be sent):

STATEMENT OF THE GRIEVANCE:

STATEMENT OF PROVISION OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED, MISINTERPRETED OR MISAPPLIED:

STATEMENT OF THE REMEDY DESIRED:

If you wish to be represented, please indicate name of designated representative:

Signature of Aggrieved:

Date Signed: _____

Date Received by Principal or Supervisor: _____

Signature of Principal or Supervisor: _____

Kaci

Memorandum of Understanding

Counter Proposal

Between Southwest Teachers Association &

South Bay Union School District

May 22, 2018

It is hereby agreed by the Southwest Teachers Association ("SWTA") and the South Bay Union District ("District"), collectively referred to as the "Parties," that the Parties met and reached an agreement on the following:

1. A District E-3 Lead (teacher) will be paid an annual stipend of \$3000 to oversee the implementation of the Integrated Professional Learning System being available to Site Lead Teachers to guide support them as they guide teachers through the process of implementing the evaluation system.
2. The District E-3 Lead (teacher) must have participated in the E-3 pilot program or served on the E-3 Committee. Interested teachers shall submit their names for consideration on or before seven (7) days after the position is posted to those who qualify. ~~The E-3 committee shall make a recommendation for the District E-3 Lead Teacher position.~~ Two teachers, selected by the SWTA President, will collaborate with the Assistant Superintendent of Human Resources and one administrative member of the E-3 Committee to recommend hiring of the District Lead Teacher.
3. This will be for the 2018-19, 2019-20 and 2020-2021 school years.
4. The District Lead will hold three meetings with E-3 Site Leads per year and be available to answer questions as needed.
5. The District Lead will develop and disseminate three surveys per year to all participants in the evaluation cycle.
6. There will be an E-3 Site Lead Teacher for each school site including VIP.
7. Each Site Lead Teacher will be paid an annual stipend of \$1200 to support teachers in the implementation of the Integrated Professional Learning (Evaluation) System during the 2018-19, 19-20 and 20-21 school years.
8. The E-3 Site Lead Teachers must have participated in the pilot program during the 2017-18 school year. Interested teachers shall submit their names for consideration ~~on or before~~ _____, 7 days after the position is posted.
9. The duties will include three district meetings per year, site meetings as necessitated by need with pilot teachers to review the pilot process and communicate with site leadership regarding the process of the evaluation implementation at each site. This position will not evaluate peers, but be available to clarify questions throughout the school year for those going through the process for the first time.
10. This Memorandum of Understanding is effective the start of the school year 2018 and ends the close of the school year 2021. It is a three year program.
11. Should the E-3 Lead decide not to complete their duties the stipend will be prorated and another candidate will be considered.

DISTRICT

[Handwritten signature]

Date

5-22-18

SWTA

[Handwritten signature]

Date

5-22-18

MEMORANDUM OF UNDERSTANDING

**Between
South Bay Union School District
And
Southwest Teachers Association**

March 15, 2019

It is hereby agreed by the Southwest Teachers Association ("SWTA") and the South Bay Union School District ("District"), collectively referred to as the "Parties" that the Parties met and reached an agreement on the following:

1. Middle School Teachers who attend the Los Angeles College visits (typically in the Spring) with eighth grade students will receive one Day of compensatory time off.
2. These days will be used within one calendar year of the visit.

DISTRICT

[Signature]

Date

3/15/19

SWTA

[Signature]

Date

3/15/19

MEMORANDUM OF UNDERSTANDING

Between
South Bay Union School District
And
Southwest Teachers Association

March 15, 2019

It is hereby agreed by the Southwest Teachers Association ("SWTA") and the South Bay Union School District ("District"), collectively referred to as the "Parties" that the Parties met and reached an agreement on the following:

1. The District will continue to increase each Preschool Teacher hours to 6.67 per day (6 hours and 40 minutes).
2. The hours will be extended through the 2019-2020 school year only. Unless negotiated otherwise by the parties, current contract language shall be applicable for the 2020-2021 school year.
3. The attached schedule will allow for 30 minutes daily planning and 40-minute duty-free lunch, the same as 2018-2019.
4. The preschool committee will continue to meet to review funding for the future of preschool and the reciprocity model will be reviewed by the Executive Team and Preschool Collaboration Committee in January 2020 to discuss 2020-21 funding and possibilities for the Preschool to be self-funded and not encroach on the district general fund.

DISTRICT

[Handwritten Signature]

Date

3/15/19

SWTA

[Handwritten Signature]

Date

3/15/19