

COLLECTIVE BARGAINING AGREEMENT

Between

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

And

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
FACULTY ASSOCIATION/CTA/NEA

2007 - 2010

Ratified by Board: \_\_\_\_\_

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ARTICLE 1  
PREAMBLE AND RECOGNITION

1.1 Preamble

1.1.1 This Collective Bargaining Agreement (“Agreement”) is entered into by and between the Santa Maria Joint Union High School District (the “District” or “Employer”) and the Santa Maria Joint Union High School District Faculty Association/CTA/NEA (the “Association”) pursuant to Chapter 10.7, §3540 through §3549 of Division 4 of Title One of the Government Code (the “Act”) (See Appendix D).

1.1.2 This Agreement shall supersede any rule, policy, or regulation of the District’s Board of Trustees (“Board”) and/or any practice of the District which is contrary to or inconsistent with the terms of this Agreement, except M.O.U.’s.

1.2 Recognition

1.2.1 The District recognizes the Association as the exclusive bargaining agent for the following certificated employees of the District:

Administrative Intern - Part-Time  
Athletic Directors  
Activities Directors  
Coordinators  
Counselors  
District/SELPA Liaison  
Librarians  
Nurses  
Psychologists  
Speech Therapists  
Teachers – Full-Time  
Teachers – Part-Time  
Teachers on Special Assignment  
Teachers – Temporary

and excluding all other positions not designated, including, but not limited to:

- Administrative Interns – Full-Time
- Adult Education Teachers
- Assistant Principals
- Assistant Superintendents
- Deans
- Directors
- Hourly - Contracted
- Independent Study Teachers
- School Principals
- Student Teachers
- Substitute Teachers working less than 75% of the school year
- Summer School Teachers
- Superintendent

1.2.2 The Association and the District agree that the unit is appropriate.

ARTICLE 2  
COMPENSATION

2.1 Wages

2.1.1 Salary Schedule: The Certificated Salary Schedules are attached to this Agreement as Appendix A

2.1.2 The District and the Association agree to interest-based negotiate salary compensation. The Agreement will apply retroactively.

2.2 Longevity

2.2.1 Unit members will earn longevity steps at 16, 19 and 22 or more years (accredited time, based on placement on the District salary schedule).

2.3 Doctorate Degree.

2.3.1 One thousand five hundred dollars (\$1,500) will be added to Column V of the salary schedule for an earned doctorate from an accredited college or university.

2.4 Step Advancement

2.4.1 A unit member will advance on the salary schedule upon the completion of 75% service during the school year in the District. A unit member must work two consecutive semesters in order to advance on the salary schedule.

2.5 Extra Pay Assignments

2.5.1 During the term of this Agreement, the extra-pay positions listed in the contract shall be based upon a percentage of step 1, column I, on Salary Schedule A each July 1<sup>st</sup>.

2.5.2 Department Head stipends shall be established at the following:

6.0 FTE's and below	9.0%
6.01 FTE's to 10.0 FTE's	9.5%
Above 10.0 FTE's	10.0%

2.5.3 Activity stipends shall be established at the following:

Activity Director	7.5%
Ag Judging Team Advisors	7.5%
AVID	5.5%
BTSA	11.1%
Class Advisor-Grade 9	2.0%
Class Advisor-Grade 10	2.0%
Class Advisor-Grade 11	5.0%
Class Advisor-Grade 12	7.0%
Dance Team Advisors	5.5%
Drama Coach	7.0%
FBLA Advisor	7.0%
FOL	6.5%
Intramural (per semester)	5.8%
Journalism	7.0%
Marimba/Ballet Folklorico	7.0%
MESA Advisor	6.0%
Music (Instrumental)	7.0%
Music (Vocal)	6.5%
Song & Cheer	7.0%
Speech/Debate	6.0%
Yearbook	7.0%

2.5.4 Coaching stipends shall be established at the following:

Assistant Varsity, Head JV, and Head Frosh will be 75% of the stipend.  
Assistant JV and Assistant Frosh will be 50% of the stipend. There will be an extra \$500 stipend for on site coaches who coach two (2) or more sports per year.

Assistant Athletic Director	7.0% per season
Athletic Trainer	10.0% per season
Baseball	8.5%
Head Varsity	
Assistant Varsity	
Head JV	
Head Frosh	
Basketball	9.0%
Head Varsity	
Head JV	
Head Frosh	
Cross Country	7.0%

Football	9.5%
Head Varsity	
Assistant Varsity (3)	
Head JV	
Assistant JV	
Head Frosh	
Assistant Frosh	
Golf	7.0%
Head Varsity	
Soccer	7.5%
Head Varsity	
Head JV	
Softball	8.5%
Head Varsity	
Assistant Varsity	
Head JV	
Swimming	7.0%
Head Varsity	
Tennis	7.0%
Head Varsity	
Head JV	
Track	8.0%
Head Varsity	
Head JV	
Volleyball	7.5%
Head Varsity	
Head JV	
Water Polo	7.5%
Head Varsity	
Head JV	
Wrestling	8.5%
Head Varsity	
Head JV	

2.5.5 Preference for summer school positions and all other extra pay assignments including, but not limited to, positions listed in section 2.5, inclusive, shall be given to unit members.

## 2.6 Professional Growth.

2.6.1 The following provisions shall apply to a unit member who holds a credential that was issued on or after September 1, 1985 ("credential holder") and who is required to adhere to the professional growth

requirements set forth in Education Code §44277 (See Appendix D), et seq., and applicable provisions of the California Code of Regulations (See Appendix D).

2.6.2 Each year the District shall designate certificated administrators to serve as professional growth advisors. A list of advisors, including work location and a brief biography on the experience of the advisor, will be published by the District prior to the beginning of the school calendar year. A credential holder may designate an advisor not appearing on the list and may submit that name to the Personnel Office for inclusion on the list.

2.6.2.1 The responsibility of an advisor shall be to determine whether activities identified on the Professional Growth Plan ("Plan") of a credential holder comply with pertinent Education Code provisions, California Code of Regulations, Title V, provisions ("Title V") and the "California Professional Growth Manual" ("CPG Manual").

2.6.2.2 A credential holder's evaluating administrator may not be designated as the credential holder's advisor.

2.6.3 The District shall include on the Acceptance of Employment form the type of credentials on file and the expiration date of each.

2.6.4 Association activities which comply with Title V regulations shall be allowed as Professional Growth Activities. The President of the Association shall provide verification of participation or completion at the request of the credential holder.



- 2.6.5 Clock hours for purposes of credited Professional Growth Activities shall be determined per the California Professional Growth Manual.
- 2.6.6 The requirement for professional growth is separate and apart from and will not be used in the evaluation process set forth in this Agreement.
- 2.6.7 College course credits which are earned as a part of the professional growth program that otherwise meet the employer's requirements for salary credit shall be applied to the unit member's salary schedule placement.

## 2.7 Notification of Professional Growth

- 2.7.1 By October 1 of each school year, the District shall notify each credential holder of the deadline date for completion of his or her professional growth requirements. It is the responsibility of the unit member to meet the credential requirements in order to be eligible to continue employment. In addition, the District and the Association shall provide joint in-service time for credential holders no later than October 1 of each school year. The in-service meeting shall be mandatory for all credential holders who are new to the District.

## 2.8 Submission of Professional Growth

The credential holder shall submit an initial Professional Growth Plan to the advisor as set forth in the CPG (California Professional Growth) Manual.

- 2.8.1 The advisor shall complete and return to the credential holder certification of an initial plan, initialing of any revisions to the plan, or verification of completion within 5 work days of submission to the advisor by the credential holder.

2.8.2 If an advisor does not certify an initial plan, initial a proposed modification, or verify completion, the advisor shall notify the credential holder of the reason or reasons in writing within 10 work days of the submission.

2.8.3 If a credential holder believes that the advisor has responded in a manner that is inconsistent with or contrary to the applicable terms of the Education Code, Title V regulations, or the CPG Manual, the credential holder may seek another advisor or appeal pursuant to Title V regulations.

## 2.9 Employee Benefits Program

2.9.1 The District shall make contributions for medical, dental, vision, life, and long-term disability insurance programs and coverages. Each unit member's contribution obligation for the medical insurance is determined by the level of coverage (single, two-party, family) that is selected.

2.9.2 The following special provisions are related to the employee insurance benefits program.

2.9.2.1 Each unit member employed at .80 FTE or greater on or after January 1, 2008 shall be required to enroll as the subscriber and pay the applicable contribution for the plan selected in the District's health and welfare insurance program.

Employees hired prior to January 1, 2008 are not required to enroll in the District's health and welfare insurance plan. However, once the employee hired prior to January 1,

2008 enrolls in the District's health and welfare plan as a subscriber, the employee must remain as a subscriber in the District's health and welfare plan as long as they remain an employee of the District.

2.9.2.2 Permanent and probationary employees .16 to .79 FTE, and temporary employees .60 FTE to .79 FTE, shall have the option to participate and shall have District health and welfare plan contributions pro-rated in accordance with the following schedule:

.80 and above	100% of District contribution
.60 to .79	75% of District contribution
.40 to .59	50% of District contribution
.16 to .39	25% of District contribution

2.9.2.3 Temporary employees below .6 shall not receive District paid contributions.

2.9.3 If a unit member and spouse/domestic partner are employed .80 FTE or greater prior to January 1, 2008 and are covered by this Agreement, the unit members' contribution obligation is waived if they enroll as subscriber and dependent on a two-party or family plan prior to January 1, 2008.

If the unit member and spouse/domestic partner elect to have separate health and welfare plans, each unit member shall be responsible for the contribution obligation of the plan the unit member selects at the same rate as any other unit member.

Once each unit member becomes a subscriber, the unit member must remain a subscriber as long as the unit member remains an employee of the District and the unit member's contribution obligation is no longer

waived.

If one unit member is full-time (at least .80 FTE) and the spouse/domestic partner is part-time, the following calculation applies:

Spouse/Domestic Partner FTE	District Contribution of Unit Member's Contribution
.6	87.5%
.4	75.0%
.2	62.5%

2.9.4 The District agrees to forego its right to implement a unilateral withdrawal from the High Desert Trust and that withdrawal shall be by mutual agreement.

2.9.5 The District will receive written assurance that it will never be financially liable to the High Desert Trust for more than the contributions made to the Trust on behalf of District employees. The assurance may be made in any form that is acceptable to the District.

## 2.10 Employee Retirement Benefits

2.10.1 Unit members hired on or after January 1, 2008 must have been vested in the District for ten (10) years in order to receive retiree benefits offered by the district.

2.10.2 Effective March 1, 1990, retiring unit members have the option of continuing to receive fully paid District health and welfare benefits for single-party coverage, or; participate in the health and welfare benefit plan as if they were active employees. Retirees choosing the latter shall be responsible for current co-payments of premiums.

2.10.3 The District will pay 100% of retiree only coverage for medical, dental and vision insurance until the retiree is eligible for Medicare or attains

age 65.

2.10.4 The District will continue health, dental and vision insurance benefits until the retiree is eligible for Medicare or attains age 65.

2.10.5 Retirees/spouses wishing to continue coverage after age 65, may enroll in health and dental programs at their own expense with open enrollment restrictions.

## 2.11 Mileage

2.11.1 Unit members who use their own transportation in the performance of their duties, and unit members who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the current Internal Revenue Service allowable rate per mile. Unit members who use their personal transportation for approved field trips or other approved District business shall receive the benefits provided in this section.

## 2.12 Personal Property Damage Reimbursement

2.12.1 The District will consider requests for reimbursement for damages or loss to personal property used in the course of employment. Such use must have prior written District approval and must not involve culpability on the part of the unit member. The District and the Association agree to review methods to protect unit members' personal property.

## 2.13 Student Teacher Payment

2.13.1 A unit member who accepts the responsibility for a student teacher shall be paid the student teacher fee offered by the sponsoring educational institution.

ARTICLE 3  
JOINT COUNCILS

3.1 Faculty, Management Council (FMC)

3.1.1 The FMC will consist of the president of the Faculty Association along with one teacher from each of the comprehensive sites, appointed by the Faculty Association Executive Board, the Superintendent, and one other management employee appointed by the Superintendent.

(See Appendix D)

3.1.1.1 FMC will meet twice per month with logistics to be determined by the Superintendent and the President.

3.1.1.2 The purpose of FMC is to meet regularly to facilitate communication within the district and to problem-solve on an informal and expeditious basis.

3.1.1.3 Minutes of FMC will be recorded and maintained by the Faculty Association's recording secretary. Copies will be provided to the Superintendent.

3.2 District Employer/Employee Budget Committee

The District and the Association agree to:

3.2.1 To establish a District Employer/Employee Budget Committee to consist of two teachers selected by the Faculty Association Executive Board, two administrators and two classified employees.

3.2.2 The District Employer/Employee Budget Committee will serve in an advisory capacity to assist in preparation of the proposed budget for the June Board meeting. The District Employer/Employee Budget Committee will meet at least monthly, as needed, decided by the

committee, to receive information and make recommendations to the District on budget priorities.

## ARTICLE 4 HOURS

### 4.1 Workday

- 4.1.1 Except as modified elsewhere in this Agreement, the normal work day (See Appendix D) for full-time regular teachers covered by this Agreement shall be seven hours and fifteen minutes exclusive of a duty-free lunch, (at SMHS & PVHS the balance of the time allotted for students' lunch period shall be a duty-free prep period).
- 4.1.2 The Independent Study Coordinator's hours may extend no later than 9:00 p.m.
- 4.1.3 All other unit members will not be required to work past 5:00 p.m. on a daily basis. If there is a need for unit members to serve on a daily basis past 5:00 p.m., it is agreed to re-open and discuss this Article.
- 4.1.4 Field trips are not subject to limitations set forth in section 4.1.1, inclusive, of this Article.
- 4.1.5 It is understood and agreed that hours of employment at Delta may be different from the hours of other unit members. The differences in terms and conditions of employment between unit members assigned to Delta, and teachers assigned to other schools in the District shall not be grounds for grievances because they are different. The District agrees to make no changes in adopted District Policies concerning hours of employment at Delta without negotiations with the Association.
- 4.1.6 The parties to this Agreement agree that the normal work day set forth above shall not be construed to limit the District's right to require, and/or the unit member's obligation to participate in or perform, adjunct duties



outside the normal work day without additional compensation. If adjunct duties cannot be staffed by volunteers, assignments thereto shall be made in an equitable way as outlined in Appendix F.

## 4.2 Work Year

4.2.1 Except as otherwise provided in this Agreement, the work year for classroom unit members shall be no more than 185 days per school year, including 180 student contact days, two (2) unit member work days and three (3) staff development days conditional upon state budget allocations for the staff development days. Should State funding be withdrawn, the unit member work year will revert to 183 days, of which 3 days are unit member work days.

4.2.2 Any time or day variation, requested by a site, from the normal work day schedule for the 3 staff development days will be negotiated.

4.2.3 If the two (2) unit member work day(s) cannot fit within the Monday through Friday cycle, the work day shall be worked at the unit member's discretion within a two-week period of the first contact day, with reasonable notification to the Principal. No staff meetings will be held before the start of student contact days unless agreed to by the Association.

4.2.4 The District reserves the right to require non-classroom teacher unit members, including, but not limited to, Librarians, Coordinators, Psychologists to work an additional number of days at their daily rate of pay under this Agreement.

4.2.4.1 Counselors will be guaranteed at least five (5) contiguous days of additional work per school year for the term of the

Agreement.

4.2.4.2 The work year for Psychologists and SBCP Coordinators shall have 10 additional days per school year, pro-rated if less than a full-time equivalent assignment.

4.2.5 All Agricultural teacher unit members, regardless of teaching load within the agriculture department, shall be offered twenty-eight (28) additional days for summer work at their daily rate of pay.

4.2.6 The specific calendar for these days shall be assigned after consultation with the unit member.

#### 4.3 Preparation Periods

4.3.1 The District agrees not to change the proportion of teaching to preparation periods for the duration of this Agreement.

4.3.2 Non-classroom personnel shall not be entitled to preparation periods, but shall be entitled to two (2) fifteen-minute rest periods during a normal work day. Such rest periods shall be taken at times which do not disrupt or interfere with regular duties.

4.3.3 Classroom unit members who travel from one campus to another shall use a portion of their preparation period for such travel. The remainder of the period shall be used for preparation. No classroom unit member shall be required to make more than one campus change for instruction per day. Classroom unit members will only be assigned to two schools when necessary.

#### 4.4 Campus Supervision

4.4.1 The District agrees to review its campus supervision requirements of unit members with the Association at least twice a year. In case of an

emergency the District and the Association agree that emergency supervision requirements will be reviewed and approved by the Principal and the Association President or designee at each site.

#### 4.5 School Calendar Consultation

4.5.1 The Association shall be consulted annually on the calendar prior to its adoption by the District. If no agreement is reached by the April Board meeting, the Board may act unilaterally.

#### 4.6 Alternative Schedules

4.6.1 The District and Association agree to deviate from the contracted 5 teaching/2 preparation period day subject to site 70% affirmative faculty vote of total unit members eligible.

(See Appendix E for schedules.)

#### 4.6.2 Biennial Maintenance Vote and/or Alternative Schedule Vote

4.6.2.1 An evaluation of the schedule will be conducted by the Association using the process described below. The alternative schedule process will start in January and end by November 30 in odd-numbered calendar years. This vote may result in returning to the contracted 5 teaching/2 preparation period day at the beginning of the next school year. The District and the Association agree to negotiate any changes in minutes to meet legal parameters.

#### 4.6.3 Alternative Schedules

The Association does not take part in promoting any alternative schedule. Alternative schedule choices are a site decision.

4.6.3.1 Process: There are three (3) committees.

- 4.6.3.1.1 The Site Scheduling Committee receives any alternative schedule proposal:
  - a. Activated by the Election Committee
  - b. Non-appointed, open to any teacher
  - c. Facilitator/Chairperson and a Recorder will be selected from within the committee
- 4.6.3.1.2 The Site Evaluation Committee evaluates and dialogues about current or new alternative schedule against the 5 & 2. This group reports features/characteristics to the entire teaching staff.
  - a. Appointed by the Association
- 4.6.3.1.3 Election Committee handles vote
  - a. Appointed by the Association
- 4.6.3.2 Voting
  - 4.6.3.2.1 The first vote is to choose between multiple alternative schedules brought forward by the Site Scheduling Committee.
    - a. Greater than 50% of the votes cast determines the chosen schedule versus the 5 & 2
    - b. If more than two (2) schedules are brought forward and one (1) does not get greater than 50%, then a run-off vote of the top two (2) must be held (greater than 50% of the votes cast)

4.6.3.2.2 The Maintenance/Evaluation/Final Vote

- a. Results to be no later than November 30
- b. The one chosen alternative schedule versus the 5 & 2
- c. Whatever alternative schedule the site chooses to put against the 5 & 2 will require 70% of the votes cast to continue an alternate schedule and not return to the 5 & 2.
- d. Less than 70% of the votes cast will return the site to the 5 & 2.

4.6.3.3 Timeline

4.6.3.3.1 Voting will be for five (5) working days, no absentee ballots.

4.6.3.3.2 A five (5) working day “sunshine” period of the choices will be given before the voting period begins.

4.6.3.3.3 Voting timeline:

January: Scheduling Committee activated by Election Committee

March: By March 31<sup>st</sup> all alternate schedules must be submitted

May: Deadline: Scheduling Committee determines alternative schedule choices to be on ballot

August: Scheduling Committee facilitator notifies staff of alternative schedule choices and voting process

September: Evaluation Committee is appointed. Proposed schedules must be submitted to Evaluation Committee by September 15<sup>th</sup>.

October: If there are multiple schedules to choose from, sunshine schedules for at least five (5) days.

Voting for five (5) days (no absentee ballots).

Run-off elections if needed.

November: Voting on the one (1) alternative schedule versus the 5 & 2.

- a. announce results
- b. sunshine for at least five (5) days
- c. vote (5 days; no absentee ballots)
- d. announce results by November 30<sup>th</sup>

#### 4.7 Job Share Provisions

4.7.1 The District agrees to consider requests for teachers to job share in a way that is agreeable to the Principal and the department and student needs. It is understood that the District does not owe a full-time teacher a part-time assignment.

4.7.1.1 All job shares are subject to annual approval by the District. Deadline dates for requesting leaves are referred

to in Article 6, section 6.11.3. A teacher may apply for a job share for either a full year or a semester, pending successful hiring of a qualified replacement.

4.7.1.2 If the job share request is approved, the Principal, in conjunction with the Department Head and the requesting teacher(s), will work out the specific arrangements of the assignment. Priority is given to the program needs.

4.7.1.3 Teachers will find their own job share partner within the District, otherwise outside applicants are subject to the District hiring process. If no qualified teacher is found, the District may deny the request.

4.7.2 While teachers are allowed to request the percentage of their job share, the final schedule is subject to approval by the District. All pay will be pro-rated, and benefits will be provided as set forth in Appendix B.

ARTICLE 5  
TRANSFER/REASSIGNMENT

5.1 Transfer/Reassignment

5.1.1 Transfer/Reassignment” refers to any change in the permanent assignment of unit members from one site to a different site. A vacancy is any position to which a unit member is not assigned. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring.

5.1.2 Upon knowledge of vacancies, the District shall deliver to the Association and post in all school buildings a list of all vacancies which occur during the school year and for the following school year. The list shall contain the following: A closing date which is at least five (5) working days following the posting date; a job description; credentials and qualifications necessary to meet the requirements of the position. No assignment to fill a vacancy shall be made until after the closing date. The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess or a period of leave. The unit member’s request must be in writing and must include a mailing address. If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies. The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy. No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant.

5.1.3 Unit members who desire a transfer/reassignment may file a written



statement of such desire with the Personnel Office. Such statement shall include the grade and/or subject to which the unit member desires to be assigned, and the school or schools to which the unit member desires to be transferred/reassigned.

5.1.4 Upon request, and as soon as practical, the District shall make available to the Association a list of all unit members who have been transferred/reassigned. The District shall not be required to furnish such a list more than once in any given school year, unless further transfer/reassignments occur, then upon request.

5.1.5 A unit member may submit a request(s) for transfer to the District each academic year on the District Transfer Form, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. If two (2) or more unit members with the required credentials and equal qualifications relating to the job description for the position apply for a vacancy, the unit member with the greatest seniority shall receive the transfer. If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial. If the unit member requests that his/her application for transfer be kept confidential, only the Principal at his/her school shall be notified by the District of the application. Unit members returning from leave shall be afforded all rights provided under this section. If there is a

qualified volunteer for a vacant position, the position cannot be filled by an involuntary transfer.

5.1.6 Involuntary transfer/reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members, class size, elimination of program (s) and/or funding, or school closings. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred and/or reassigned. An involuntary transfer/reassignment shall be made only after a conference with the unit member involved. The unit member may elect to have a representative of the Association present at the conference.

5.1.7 Notices of involuntary transfer/reassignment shall be given in writing to the unit members as soon as practical. Unit members who are transferred/reassigned during the school year shall be given five (5) days' notice insofar as practical before the actual transfer/ reassignment occurs and shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred/ reassigned.

ARTICLE 6  
LEAVES

6.1 Leaves of Absence – General

6.1.1 Leaves of absence are authorized time away from work and may be with or without pay as specified by the District.

6.1.2 Unit members must request in writing all leaves of absence except sick leave, in-lieu leave, industrial accident or illness leave, or bereavement leave. Except in emergencies, leave of absence may not commence prior to written approval.

6.1.3 Except as provided by statute or by express provision of Board Policy, the District retains the right to withhold approval of any leave requested.

6.1.4 The District at any time may require adequate confirmation of stated reasons for leave, and any false statement made to support a request for leave shall be grounds for withholding leave benefits. A unit member on paid leave of absence shall not be gainfully employed by any other employer except as approved by the District. Violation of this provision shall be grounds for withholding leave benefits.

6.1.5 Following any 3 day leave due to illness, a doctor's statement attesting to the unit member's fitness to resume employment may be required before the unit member returns to work. The District may require, at District expense, confirmation by a doctor of the District's choice before a unit member is eligible to return to work.

6.1.6 A unit member who fails to return to work at the expiration of approved leave shall be deemed to be absent without leave. See 6.12.1

6.2 In Lieu Policy

6.2.1 The "In Lieu" policy is specifically intended as coverage for singleton

periods wherein the regular teacher is missing from two or fewer periods or when the District is unable to find enough substitutes. Priority should be given to in-lieu teachers before using substitutes. When a teacher substitutes for another teacher at the request of the administration, the teacher substituting shall be credited with “in-lieu” leave for each period served (50 or 90 minutes). For this Article, a “period” shall be defined as one teaching period. The following conditions shall be met.

6.2.1.1 Participation shall be voluntary. Any certificated unit member who does not have a 1.0 FTE class assignment is not eligible to participate in the in-lieu program.

6.2.1.2 Substitutes shall be assigned by site administration

6.2.1.3 All records of “in lieu” time shall be maintained by site administration.

6.2.1.4 The selection process for teachers substituting requires:

6.2.1.4.1 Written sign-ups must designate a specific preparation period.

6.2.1.4.2 Any exception to 6.2.1.4.1 shall have written authorization by the Principal or designee.

6.2.1.5 An orderly selection process with the following priorities will be followed.

6.2.1.5.1 The absent teacher’s preference.

6.2.1.5.2 Members from the department absented.

6.2.1.5.3 Rotation from the sign-up pool.

6.2.2 An eligible unit member may only in-lieu during his/her designated

preparation period.

- 6.2.3 Advanced approval from site administration for use of “in lieu” time is required.
- 6.2.4 Two hundred-fifty (250) minutes equals one day of “in lieu” time.
- 6.2.5 “In lieu” time may be accumulated from one year to another not to exceed a total of ten (10) days at any time.
- 6.2.6 A maximum of five (5) days of “in lieu” time may be earned or used in any one academic year. No more than three (3) work days may be used consecutively.
- 6.2.7 “In lieu” time may be used for any reason in whole day increments.
- 6.2.8 Upon separation from the District, there will be no obligation to pay for any unused in-lieu days. Upon separation from the District, unused in-lieu days may be donated to the Catastrophic Leave Bank.

### 6.3 Sick Leave

- 6.3.1 Sick leave is the authorized absence of a unit member due to temporary disability preventing the unit member from working.
- 6.3.2 Full-time unit members are entitled to ten (10) days’ sick leave per school year. Sick leave days not taken shall be accumulated from year to year.
- 6.3.3 Following any absence of three (3) days or longer for which sick leave is claimed, the District may require appropriate verification attesting to the unit member’s illness during the absence.
- 6.3.4 When unit members are absent due to illness or personal necessity for less than a full day, their sick leave will be charged one (1) hour for every hour of absence.

6.3.5 Except as provided by statute, upon separation from the District, no remuneration will be paid for unused sick leave.

#### 6.4 Personal Necessity

6.4.1 Personal necessity leave shall be deducted from accumulated sick leave. No more than nine (9) personal necessity leave days may be used in a school year. Personal necessity leave days can only be used for reasons listed in this Article with the following conditions:

6.4.1.1 Leave is not to be used for any concerted activity.

6.4.1.2 On a form provided by the District, the unit member must specify a reason under this Article and provide a signature certifying the information is correct.

6.4.2 The term “personal necessity” for purposes of this Article is limited to the following:

6.4.2.1 Death of a member of the unit member’s extended family when the number of days requested exceed the number provided for under Bereavement Leave.

6.4.2.2 An accident involving the unit member’s person or property or the person or property of a member of his/her immediate family and of such an emergency nature as to require the attention and presence of the unit member during the working day.

6.4.2.3 An illness of a unit member’s immediate family or household which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during the working day. For extended

leaves beyond the allotted nine (9) days, refer to Section 6.6, Catastrophic Leave Bank.

- 6.4.2.4 Imminent danger to the unit member's home, serious in nature and which requires the presence of the unit member during the working day.
- 6.4.2.5 Personal presence of the parent at the time of birth or adoption of a child, or when birth is imminent.
- 6.4.2.6 Actual attendance at the funeral of a distant relative, friend, neighbor, or employee.
- 6.4.2.7 Unforeseen circumstances involving transportation or storm conditions that prevent the unit member from traveling to and from work.
- 6.4.2.8 Appearance in court as a litigant, except as a plaintiff against the District.
- 6.4.2.9 Specific family responsibilities or family business imperatives which require the personal presence of the unit member during working hours.
- 6.4.2.10 Recognized holidays of the unit member's religion, on which its members traditionally refrain from work.

## 6.5 Bereavement

- 6.5.1 A unit member may request and the District will grant bereavement leave not to exceed five (5) days in the event of death of any member of the extended family of the unit member. Extended family is defined as a legal or blood relative, or an individual who performed the functions of a parent to the teacher or spouse.

## 6.6 Catastrophic Leave Bank

### 6.6.1 Catastrophic Leave Bank – Creation

6.6.1.1 Days in the Catastrophic Leave Bank shall accumulate from year to year.

6.6.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

6.6.1.3 The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the President of the Association and one ex-officio representative from the District.

### 6.6.2 Catastrophic Leave Bank Eligibility and Contributions

6.6.2.1 All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank. For purposes of this Article, the Superintendent shall be considered a certificated employee.

6.6.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

6.6.2.3 Certificated employees who elected to join the Catastrophic Leave Bank must have joined by December 1, 1992. There will be no subsequent open enrollment period.

6.6.2.4 The contribution, on the appropriate form, will be authorized by the Participant and continued from year to



year until canceled by the Participant.

6.6.3 Cancellation, on the proper form, may be effected at any time and Participant shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Participant effects cancellation.

6.6.3.1 Contributions shall be made between July 1, and October 1, of each school year after the initial year. New hires and temporary teachers offered probationary employment will be permitted to contribute within 30 calendar days of beginning work or change of status. The District shall supply the necessary enrollment forms. There will be no subsequent open enrollment period.

6.6.3.2 The annual rate of contribution by each Participant for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code §44043.5.

6.6.3.2.1 An additional day of contribution will be required of participants if the number of days in the Bank falls below thirty (30). Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not

contribute the additional day to remain a participant in the Catastrophic Leave Bank.

6.6.3.2.2 If the number of days in the Bank at the beginning of a school year exceeds one thousand (1,000), no contribution shall be required of returning Participants. Those Participants joining the Catastrophic Leave Bank for the first time and those returning from leave, shall be required to contribute one day to the Bank.

6.6.3.2.3 The District and the Association will review this Section annually prior to the end of the school year.

6.6.3.3 Participants who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

6.6.4 Administration of the Catastrophic Leave Bank

6.6.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and to the District.

6.6.4.2 The committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly

submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

6.6.4.3 Applications shall be revised and decisions of the Committee reported to the applicant, in writing, within ten (10) days of receipt of the application.

6.6.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as necessary to process the request for withdrawal and defend against any appeals of denials.

6.6.4.5 By October 15, of each school year, the District shall notify the Committee of the following:

6.6.4.5.1 The total number of accumulated days in the Bank on June 30<sup>th</sup> of the previous school year.

6.6.4.5.2 The number of days contributed by Participants for the current year.

6.6.4.5.3 The names of participants.

6.6.4.5.4 The total number of days available in the Bank.

6.6.5 By the tenth day of each calendar month in which there is activity in the preceding month, the District shall notify the Committee of the following:

6.6.5.1 The names of any additional Participants who have joined in accordance with Section 6.6.3.1.

6.6.5.2 The names of any Participants who have canceled participation in accordance with Section 6.6.3.

6.6.5.3 The total number of days in the Bank at the beginning of

the previous month.

6.6.5.4 The total number of days added to the Bank by new Participants.

6.6.5.5 The total number of days awarded during the previous month and to whom they were awarded.

6.6.5.6 Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately reconciled.

6.6.5.7 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current Participants of the Bank proportionately.

6.6.6 Withdrawal from the Bank

6.6.6.1 Catastrophic Leave Bank Participants, whose accumulated sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Participant for over nine (9) consecutive duty days or incapacitates a member of the Participant's family for over nine (9) consecutive duty days which requires the Participant to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a Participant or member of the Participant's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.

Withdrawals for any single illness shall not exceed 185 total days.

- 6.6.6.2 When a Participant is ill and has exhausted his/her accumulated sick leave, a differential pay period of five (5) calendar months begins. At that point in time an eligible Participant may begin Catastrophic Leave Bank withdrawals.
- 6.6.6.3 When a Participant has exhausted his/her personal necessity leave in any one year, and has a family member who is ill or incapacitated, the Participant is eligible to withdraw from the Catastrophic Leave Bank. Said Participant agrees to reimburse the Catastrophic Leave Bank for any days withdrawn from the Bank with his/her accumulated sick leave. When the Participant's sick leave is exhausted, the Catastrophic Leave Bank will cover any unreimbursed days up to 185 days per single illness.
- 6.6.6.4 Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the Participant full pay and the Bank shall be charged one (1) day.
- 6.6.6.5 The first nine (9) duty days of illness or disability must be covered by the Participant's own sick leave, differential leave, or leave without pay the first time said Participant qualifies for a withdrawal from the Bank. For subsequent

withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the Participant's own sick leave, differential leave, or leave without pay.

6.6.6.6 If a Participant is incapacitated, applications may be submitted to the Committee by the Participant's agent or member of the Participant's family.

6.6.6.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A Participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.

6.6.6.8 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A Participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

6.6.6.9 If a Participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the Participant's expense. The Committee shall

choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the Participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The Participant may appeal any termination under the procedures outlined in Section 6.6.8 below.

- 6.6.6.10 Leave from the Bank may not be used for illness or disability which qualify the Participants for Workers' Compensation benefits unless the Participant has exhausted all Workers' Compensation leave and his/her own sick leave.
- 6.6.6.11 The Bank will be charged for any additional days granted and the Participant will be guaranteed an amount equal to their daily rate of pay. The District shall be responsible for paying the difference between the Participants daily rate of pay and Workers' Compensation benefits.
- 6.6.6.12 In the case of a disputed Worker's Compensation claim which is eventually settled in favor of the Participant, the District shall reimburse the Bank for the appropriate number of days granted the Participant.
- 6.6.6.13 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability award or a Retirement under STRS or, if applicable, Social

Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days will disqualify the Participant from further Catastrophic Leave Bank withdrawals. Any requests for additional medical information from STRS or Social Security shall be submitted within the (10) days or the Participant's entitlement to Catastrophic Leave Bank withdrawals will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

6.6.6.14 Catastrophic Leave Bank Participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days of the appeal. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the appeal. If the Participant's incapacitation does not allow participation in this appeal process, the Participant's agent or member of the family may process the appeal.

6.6.7 Teachers requesting days from the Catastrophic Leave Bank will sign a HIPPA release form.



6.6.8 Appeals of decisions will be referred to the Faculty Association Executive Board. If no agreement is reached the appeal will be referred to State Mediation/Arbitration.

## 6.7 Family Care and Medical Leave

6.7.1 The District will provide family care and medical leave in accordance with all state and federal provisions. Participants in the District Catastrophic Leave Bank meet the provisions of the Family Care and Medical Leave statute. For certificated employees who are not participants in the Catastrophic Leave Bank, the District shall provide the unit member, upon request, Family Care and Medical Leave in accordance with federal and state statutes.

## 6.8 Sabbatical Leave

6.8.1 Unit members may apply for sabbatical leave upon completion of at least seven (7) years' full-time consecutive service in the District.

6.8.2 Applications for sabbatical leaves shall be made to the District by January 15 of the year preceding the requested leave.

6.8.3 A committee of two administrators, two unit members appointed by the Association, and one Board member shall review all applications and make a recommendation to the Board. A member of the committee shall make a presentation to the Board on behalf of those applicants whose sabbatical leave is recommended by the Committee.

6.8.4 Applications for second semester/third and fourth term leaves shall be made to the District by October 15 of the school year of the requested leave.

6.8.5 Leaves may be granted by the District for graduate study or research

which will be of benefit to the District. Approval will be based on the value of the proposed sabbatical leaves to the District, distribution of applicants, and the availability of funds.

- 6.8.6 Not more than three (3) percent of the unit members may be on sabbatical leave at any one time.
- 6.8.7 Unit members receiving a full-year sabbatical leave must return to the District for a period of at least two (2) years in full time employment immediately following the sabbatical year. Those receiving a one-semester/two-term (See Appendix D) sabbatical leave must return for a period of at least one (1) year in full time employment immediately following the sabbatical semester.
- 6.8.8 The District will not be obligated to accept the return of a unit member on leave prior to the stated expiration date.
- 6.8.9 The unit member approved for a sabbatical leave will only be assured of a teaching assignment within his/her credential limitations upon return from sabbatical leave.
- 6.8.10 The District shall compensate a unit member on sabbatical with 50% of his/her scheduled salary plus full time benefits. A unit member on sabbatical may not be employed by any school district during the regular academic year of the sabbatical.
- 6.8.11 Any payments made to a unit member on sabbatical leave shall be contingent upon adherence to the approved plan as the basis for sabbatical leave. The District shall be fully reimbursed for any payments made to a unit member not adhering to the approved plan.
- 6.8.12 Unit members on sabbatical will receive credit for that year on the

salary schedule. Credit towards retirement will be determined by STRS.

## 6.9 Jury Duty

6.9.1 The District agrees to grant paid leave of absence to a unit member called for jury duty during working hours. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. The District shall require verification of jury duty time.

## 6.10 Faculty Association Leave

6.10.1 The Association shall be entitled to forty-eight (48) days of release time per year. The District agrees to provide two periods of release time for the Association President at District expense.

6.10.2 Not more than five (5) unit members per site may be released in any one day.

## 6.11 Leave of Absence Without Pay

6.11.1 The District may authorize a leave of absence without pay to any unit member for a period not to exceed one (1) year. In cases of hardship, at the conclusion of the initial period for which the leave was granted, such leaves may be extended for an additional period not to exceed one (1) year.

6.11.2 All leaves must be requested by the unit member involved. The leave may be granted when acceptable reasons for such leaves are presented to and approved by the Board of Trustees.

6.11.3 A unit member may request a leave of absence without pay for one or two semesters. Requests for leaves that are to commence with the fall

semester must be submitted to the Personnel Office prior to March 1. Requests that are to commence with the spring semester must be submitted to the Personnel Office by November 1

6.11.3.1 A unit member on such leave shall notify the Personnel Office in writing by March 1 (or November 1 for a fall semester leave) regarding the unit member's intent to return to the District.

6.11.3.2 Failure to notify the District of the intent to return by these dates shall result in the following:

6.11.3.2.1 A certified letter will be sent to the last known address of the unit member.

6.11.3.2.2 The unit member will have 5 days after receipt to respond to the certified letter.

6.11.3.2.3 Failure to respond within the 5 day period shall be considered a voluntary resignation.

6.11.3.2.4 If the certified letter is returned to the district after the 5 day period, it shall be considered a voluntary resignation.

6.11.4 Leaves of absence without pay may be granted to a unit member for any of the following reasons:

6.11.4.1 Attend school or college to be trained to improve the quality of service, or prepare for promotion.

6.11.4.2 Temporarily incapacitated by illness.

6.11.4.3 Loaned to another governmental agency for the performance of a specific assignment.

6.11.4.4 Maternity or paternity (child care).

6.11.4.5 Other reasons authorized by the District.

6.11.5 Authorized leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time the leave is granted shall be retained by the unit member; however, sick leave credits, increments in salary, and other similar benefits shall not accrue to a unit member granted such leave during the period of absence. Time spent on such leave without pay shall not count toward service for step increases in the salary schedule.

6.11.6 A unit member on leave of absence without pay shall be entitled to continued coverage under the medical and dental plans for the duration of this Agreement provided that:

6.11.6.1 The benefit policies in effect permit such continued coverage.

6.11.6.2 Application for such continued coverage is made pursuant to forms and procedures, including prior payment of premiums, established by the District.

6.11.6.3 The unit member and the Association agree to hold the District and its representatives harmless for any and all claims for any liability arising out of this Article.

## 6.12 Absence Without Leave

6.12.1 All unauthorized or unreported absences shall be considered as absence without leave, and a deduction of pay shall be made for each period of such absence. Such absence shall also be grounds for disciplinary action. Absence without leave, voluntary or involuntary, for

ten (10) days consecutive working days shall constitute automatic resignation from the District.

ARTICLE 7  
EVALUATION PROCEDURES

7.1 Evaluation

7.1.1 The evaluation and assessment of the performance of each certificated employee shall be made as follows:

7.1.1.1 Every tenured unit member shall be evaluated in writing at least once every two years or as provided by Ed Code §44664(a)(3). Every non-tenured unit member shall be evaluated at least once every year. The observation and evaluation of tenured unit members will be completed by May 1, insofar as practicable. All non-tenured, temporary and probationary unit members will be observed and evaluated by March 1. Temporary and probationary unit members will continue to receive formal evaluations.

7.1.1.1.1 A tenured unit member may be evaluated as provided by Education Code §44664(a)(3), which states:

“At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, who are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any

time.”

This section shall be in effect as long as the underlying statute authorizes the practice.

## 7.2 Classroom Observations

7.2.1 Classroom observations will be in accordance with agreed upon evaluation procedures.

7.2.2 In the case of a negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator’s role to assist the unit member shall include but not be limited to the following: specific recommendations for improvement; direct assistance to implement such recommendations; provision of additional resources, without cost to the unit member, to be utilized to assist with improvements; criteria to be measured; time schedule for compliance with specific recommendations for improvement; and second level evaluations will be completed using the agreed upon evaluation instrument.

7.2.3 A conference will be held whenever a formal evaluation is given. Unit members may attach their comments to the evaluation.

7.2.4 The District will conduct all evaluations by non-bargaining unit personnel.

7.2.5 No unit member will be evaluated solely by off-site personnel.

7.2.6 The District will inform each unit member in writing of the evaluation criteria within a reasonable period of time prior to the unit member's first evaluation in any given school year.

7.2.7 No negative evaluation of classroom performance shall be predicated



upon the unit member's use of "controversial" teaching materials provided such materials are consistent with the curriculum, and the age and maturity level of the affected students.

7.2.8 The District and Association Negotiation Teams will review and revise the evaluation process as needed.

ARTICLE 8  
PEER ASSISTANCE REVIEW PROGRAM

8.1 Peer Assistance Review Program

8.1.1 The District and the Association are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

8.1.1.1 Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

8.1.1.2 All proceedings and materials related to administrative evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Peer Assistance Committee (JPAC) (Refer to Appendix D) members and Consulting Teachers (Refer to Appendix D) may disclose such information only necessary to administer this Article.

8.1.1.3 Teachers who perform functions as Consulting Teachers, members of JPAC and Association shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code. As a result of their participation the Association shall have the right to have its own attorney present at all proceedings and the district assumes no

expense for the Association's legal fees.

## 8.2 Joint Peer Assistance Committee (JPAC)

8.2.1 The JPAC shall consist of 7 (seven) members, 4 (four) of whom shall be certificated classroom teachers who are chosen by the Association, and 3 (three) administrators chosen by the District.

8.2.2 The JPAC shall establish its own meeting schedule. To meet, a minimum of 5 members of the JPAC must be present, 3 teachers and 2 administrators. Such meetings may take place during the regular teacher work day. Teachers who are members of the JPAC shall be released from their regular duties to attend meetings without loss of pay or benefits. Certificated members of JPAC will receive a yearly stipend.

### 8.2.3 JPAC Responsibilities

8.2.3.1 Provide annual training for the JPAC members.

8.2.3.2 Review rules of procedures, including the method for the election of a Chairperson.

8.2.3.3 Recommend candidates for the position of Consulting Teacher to the Board of Trustees.

8.2.3.4 Select and recommend trainers and/or training.

8.2.3.5 Provide training for Consulting Teachers prior to the Consulting Teacher's participation in the program.

8.2.3.6 Send written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site Principal.

8.2.3.7 Make available the panel of Consulting Teachers for selection by the Participating Teacher.

- 8.2.3.8 Adopt rules and procedures to effect the provisions of this Article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 8.2.3.9 Distribute, at the beginning of each school year, a copy of the adopted rules and procedures to all bargaining unit members and administrators.
- 8.2.3.10 Review procedures for Consulting Teacher applications.
- 8.2.3.11 Determine the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
- 8.2.3.12 Review the final report by the Consulting Teacher and make recommendations to the Board of Trustees regarding the referred Participating Teacher's continuation in the PAR Program.
- 8.2.3.13 Evaluate and report annually the impact of the PAR Program to the Board of Trustees.

### 8.3 Consulting Teachers (CT)

8.3.1 A Consulting Teacher is a permanent certificated teacher who provides assistance to a Participating Teacher under the PAR Program. Consulting Teachers shall possess the following minimum qualifications:

- 8.3.1.2 At least 4 (four) years of recent classroom teaching experience in the District.

- 8.3.1.3 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.
- 8.3.1.4 Demonstrated knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- 8.3.1.5 Ability to communicate effectively both orally and in writing.
- 8.3.1.6 Ability to work cooperatively and effectively with others.
- 8.3.1.7 Ability to acclimate to a variety of situations.

#### 8.4 Consulting Teacher Responsibilities

- 8.4.1 The Consulting Teacher, the Participating Teacher and the Participating Teacher's evaluator shall meet with the PAR Coordinator to review the specific teaching/instructional area(s) identified as unsatisfactory or needing improvement in the Participating Teacher's final evaluation. An assistance plan shall be developed between the Consulting Teacher and the Participating Teacher.
- 8.4.2 The Consulting Teacher shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, shall assist the Participating Teacher.
- 8.4.3 The Consulting Teacher shall monitor the progress of the referred Participating Teacher through multiple observations and a weekly meeting with said teacher and shall provide periodic interim reports to the referred Participating Teacher and the JPAC for discussion and

review.

- 8.4.4 The Consulting Teacher shall complete and submit a final action log by March 31, of the referred Participating Teacher's participation in the assistance plan.
- 8.4.5 The Consulting Teacher can be released from regular duties without the loss of compensation when necessary to carry out their responsibilities (observations and conferences) during the school day.
- 8.4.6 The Consulting Teachers' duties may be performed during the instructional day and/or before and after school.
- 8.4.7 The term of the Consulting Teacher shall be one (1) year, which may be extended by the JPAC with year-end evaluation, for a total of three (3) years.

## 8.5 Participating Teachers (PT)

- 8.5.1 A referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance, as a result of an unsatisfactory final evaluation in Section B or Section C of the District Evaluation Form.
  - 8.5.1.1 A referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the JPAC. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested by the Participating Teacher.

8.5.1.2 The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

8.5.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for a Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

8.5.2.1 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site Principal, the evaluator, or the JPAC.

## 8.6 Miscellaneous

8.6.1 The costs to cover the PAR Program will be charged against the operation portion of the monies received from the state for the Peer Assistance Program.

8.6.2 The PAR Program will continue to the extent the District receives PAR funding, and shall be funded solely from that source with no encroachment into other sources of income or the general fund.

## 8.7 Evaluation

8.7.1 Consulting Teachers shall be evaluated under the contract in the same manner as all other unit members.

ARTICLE 9  
PERSONNEL RECORDS/PUBLIC CHARGES

9.1 Personnel Files

- 9.1.1 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's District personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment of the unit member involved or references received confidentially. The District may require notice and adequate supervision of such examination.
- 9.1.2 Unit members shall be provided an opportunity to sign any derogatory material placed in their District personnel file. Such signature shall not indicate agreement with the contents.
- 9.1.3 Unit members shall be provided an opportunity to comment in writing on any derogatory material placed in their District personnel file.
- 9.1.4 Two years from date of placement, a unit member may request that the Superintendent remove derogatory material from their District personnel file.
- 9.1.5 The District shall not base any adverse action against a unit member upon materials which are not contained in the unit member's District personnel file.
- 9.1.6 An individual unit member or the Association, with written authorization by the unit member, shall be permitted to examine and/or obtain one copy of material contained in said unit member's District personnel file at no cost.



9.1.7 The person or persons who draft and/or place material in a unit member's District personnel file shall sign the material and signify the date on which such material was (1) drafted, and (2) placed in the file.

## 9.2 Public Charges

9.2.1 Any citizen or parent complaint about a unit member shall be reported within five (5) days to the unit member by the administrator or Board member receiving the complaint.

9.2.2 Should the involved unit member or the complainant believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the site administrator shall schedule a meeting with the teacher and the complainant.

9.2.3 If the complaint is not resolved at this meeting, the parent may within five (5) days present a written complaint. If the complaint is not put in writing within five (5) days, the matter shall be dropped. The unit member shall be given a copy of the complaint and an opportunity to respond within five (5) days.

9.2.4 The site administrator will review the complaint, the response, do any investigation necessary, and render a decision within ten (10) days. If the unit member is not satisfied with the decision of the site administrator, the unit member may appeal the decision using the grievance process herein.

ARTICLE 10  
GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

10.1 Individual Contracts of Employment

10.1.1 Any individual agreement between the District and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

10.2 Negotiations will occur on an ongoing basis with the District and the Association.

10.3 Personal and Academic Freedom

10.3.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.

10.3.1.1 A unit member shall have academic freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

10.3.1.2 In performing teaching functions, unit members shall have academic freedom to express their views on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize his/her position to

indoctrinate pupils with his/her own personal, political, and/or religious views.

10.3.1.3 Unit members must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or his/her scholarly, literary or artistic endeavors.

10.3.1.4 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties.

10.3.1.5 A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

#### 10.4 Sexual Harassment and Discrimination

10.4.1 The District and the Association agree that sexual harassment negatively affects morale, motivation, and job performance and will not be tolerated.

10.4.1.1 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual;

or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

10.4.1.2 The District shall prohibit discrimination because of race, color, national origin, religion, sex, sexual preference, age, handicap, disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement.

## 10.5 Reporting an Assault

10.5.1 A unit member shall promptly report cases of assault suffered by them in connection with his or her employment to the Principal or immediate supervisor, who shall promptly report the incident to the appropriate law enforcement agency.

## 10.6 Safe and Healthful Workplace

10.6.1 When it has been determined by the Association and the District that an unsafe condition exists, a unit member shall not be required to work under those conditions nor to perform tasks that would endanger his/her health, safety or well-being.

10.6.2 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition. The Board shall appoint an administrator at each school site as Safety and Health Officer, who will be responsible for promptly reporting, investigating and correcting hazardous or unsafe

conditions.

10.6.3 The Safety and Health Officer shall report to the reporting party what action is to be taken. It is also understood and agreed that nothing contained in this Article shall limit or modify the rights contained in Education Code §48910 (Suspension by teacher; reports; conferences; referrals).

10.6.4 The Association shall appoint one (1) representative to the District Safety Committee established to implement the provisions of Labor Code 6401.7. The District Safety Committee shall also formulate a plan for developing disaster preparedness.

10.6.4.1 Copies of the plan will be available at the school site and distributed to each department head. Additional copies will be provided to the Association upon request.

10.6.4.2 The District is responsible for coordinating contact with outside agencies, maintenance of emergency procedures manuals, policy development and review (as recommended by the District Safety Committee), periodic training (as recommended by the District Safety Committee), equipment maintenance, coordination of emergency evacuation drills, maintenance of District and worksite safety supplies, and maintenance of worksite safety devices.

## 10.7 Hepatitis Vaccinations

10.7.1 Category A staff (Appendix C) must request an authorization form from the district which authorizes the District/insurance-approved health care

provider to administer all Hepatitis B vaccination(s). The District, in coordination with the health insurance carrier, will be responsible for the reimbursement to the unit member within eighteen (18) months of this expense.

10.7.2 Any bargaining unit member who suspects exposure to the hepatitis virus may request an authorization form from the district which authorizes the District/insurance-approved health care provider to administer the Hepatitis vaccination series.

#### 10.8 Suspension of Pupils from Classroom

10.8.1 A unit member may suspend a pupil from class for the day of the suspension and the following day for any act that disrupts or diminishes the education process. 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.

10.8.2 The unit member shall immediately report the suspension to the site Principal or designee.

10.8.3 The pupil shall not be returned to the class during the period of suspension without the express permission of the unit member who initiated the suspension.

10.8.4 The suspended pupil shall not be placed in another regular class during the period of the suspension. (If the student is assigned more than one class per day, this shall apply only to the classes scheduled during the same time as the class from which the student was suspended).

#### 10.9 Notification to unit members of students with a history of violent behavior

10.9.1 The District will notify all staff in direct contact with a student with a

history of violent behavior within ten (10) school days of receipt of notice from the law enforcement agency. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member. (Education Code §49079 Notification to Teacher; student who has caused or attempted to cause serious bodily injury; records of district or law enforcement agency; liability for noncompliance; reporting period; confidential information)

#### 10.10 Physical or Psychiatric Examinations

10.10.1 The District shall pay for the cost of any physical or psychiatric examination required by the District for continued employment.

#### 10.11 Job-Related Liability Protection

10.11.1 The District shall provide unit members with the job-related liability protection set forth in Government Code §825.

#### 10.12 Specialized Student Health Care

10.12.1 The District shall provide each unit member who is, or may be, required to provide specialized health care, as provided by applicable statutes or regulations, appropriate in-service training upon request. No unit member shall be required to provide specialized health care service if the task exceeds the unit member's training. Training beyond that required by Education Code and provisions of federal law is at each teacher's option.

10.12.1.1 Unit members shall not be required to perform specialized health care services without the expressed authorization from the District.

10.12.2 The District shall provide all necessary supplies to perform specialized health care.

10.12.2.1 The District shall indemnify and hold harmless from all liability any unit member who performs health care services.

#### 10.13 Consultation

10.13.1 Upon the request of either party, the President of the Association or designee, and the Superintendent or designee, and, if available, the President of the Board of Trustees or Board Member representative shall consult at least once each month.

#### 10.14 Copies of the Agreement

10.14.1 Within thirty 30 calendar days after the ratification of this Agreement by both parties, the District shall have sufficient copies prepared and delivered to the Association for distribution to each member of the unit. The District shall provide the Association with a digital copy of this Agreement.

#### 10.15 Texts of California Statutes

10.15.1 The text of California statutes that are referenced in this Agreement, including the Education Code, Government Code, and Labor Code, may be accessed on-line at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html).



ARTICLE 11  
CLASSROOM AIDES AND STUDENT TEACHERS

11.1 Classroom Aides

11.1.1 Unit members shall have the right to an informal interview of prospective classroom aides prior to assignment. No instructional or clerical classroom aide shall be assigned to a unit member without his or her input. The classroom-related work of instructional and clerical aides shall be under the direction of the unit member to which they are assigned. Evaluations shall be conducted by the administration with direct input from the classroom teacher.

11.1.1.1 The unit member shall periodically discuss with the site administrator the performance of the instructional or clerical aide (See Appendix D) under his or her professional direction. When an unsatisfactory working relationship occurs between a unit member and an aide, the District and Association shall initiate a dispute resolution process.

11.1.2 No instructional or clerical aide or any other classified personnel shall participate in or provide information for the evaluation of a unit member.

11.1.3 Unit members will be given at least two (2) days prior written notice when an assigned aide will be absent from his or her normal assignment for reasons other than illness. Attendance will be taken by the unit member to whom the aide is assigned.

11.2 Assignment of Student Teachers

11.2.1 The District shall work cooperatively with unit members on the

assignment of student teachers from teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval.

ARTICLE 12  
SHARED DECISION MAKING

12.1 Shared Decision Making (SDM) Site Council

12.1.1 The purpose of Shared Decision Making is to provide an opportunity for school employees and the school community, in collaboration with the principal, to jointly shape decisions regarding policy making and organizational issues related to students, teachers and/or classrooms at the school site level

12.1.1.1 All issues relating to students, teachers or classrooms that are not within the purview of Department Chairs or Board Policies may be addressed by SDM.

12.1.1.2 Site SDM will not be involved in personnel selection or evaluation except participation in the interview process; school site financial and budget matters unless requested by the governing bodies of Department Chairs, SIP or curriculum matters unless requested by Department Chairs.

12.1.2 The District and the Association agree to cooperatively participate in Shared Decision Making at each school location. SDM Councils at each school location will include unit member representation consistent with selection procedures developed by the teachers at that site in cooperation with the Association.

12.1.2.1 The department chairs will be represented on SDM by a department chair serving as a non-voting liaison.

12.1.3 Each SDM Council will promulgate and submit for approval a governance document to the site staff, the District Shared Decision-

Making Committee, and the District Board of Trustees. Any amendments or revisions will follow the same process. Each SDM Council shall formalize a method of how decisions are reached. Methods such as the interest-based decision making process and/or consensus are recommended. The decision-making process shall be included in the site governance document.

12.1.4 Site Decision Making Councils shall include the following components as detailed in site SDM bylaws.

12.1.4.1 All elections of faculty members of SDM will be conducted by the Association.

12.1.4.2 Site SDM Councils will receive 8 days per year release solely for the purpose of conducting their meetings, unless changed by the site SDM agreed upon process. Funding for these 8 release days will come from the site for the 2004-2005 academic year. Effective with the 2005-2006 academic year funding will be provided by the District.

## 12.2 Shared Decision Making (SDM) District Committee

12.2.1 A District Shared Decision Making Committee (“District SDM Committee”) shall be maintained to review legalities, waivers and implementation.

12.2.2 The District SDM Committee shall consist of 14 members, 7 of who will be appointed by the Association, 3 appointed by the classified union, and 4 appointed by the Superintendent.

12.2.3 The District SDM Committee may recommend waivers of law, school Board Policy or the Collective Bargaining Agreement to the parties. If

such a recommendation from the District SDM Committee is made, it shall be submitted to the Association and the Board. Approval shall be for a specific period of time and for a specific work site.

- 12.2.4 District SDM will assist the site Shared Decision Making Councils as needed. This assistance will include, but will not be limited to, adjudicating conflicts between constituencies on the site councils, interpreting roles, rights and duties of the councils, and/or facilitating successful implementation of the site councils.

ARTICLE 13  
MEMBERSHIP DUES AND SERVICE FEES

13.1 Membership Dues and Service Fees

13.1.1 Any unit member who is a member of the Santa Maria Joint Union High School District Faculty Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deductions of unified membership dues and general assessments in the Association.

13.1.2 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.

13.1.3 Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete the payments by the end of the school year.

13.1.4 Any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of this Agreement shall maintain such membership for the duration of the Agreement.

13.2 Service Fees

13.2.1 Any unit member who chooses not to be a member of the Santa Maria Joint Union High School District Faculty Association CTA/NEA, or who does not make application for membership within ten (10) days of the effective date of this Agreement, or within ten (10) days from the commencement of assigned duties within the bargaining unit, shall pay to the Association a fee in the amount equal to unified membership

dues, and general assessment payable to the Association in one lump sum cash payment or payroll deduction for such fee in the same manner as provided in section 13.2.1.1, inclusive.

13.2.1.1 In the event that a unit member does not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 13.2.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided by Education Code §45061 upon receipt of written assurance from the Association that the unit member has been notified of his or her rights as required by law.

13.2.1.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, CTA/NEA as a condition of employment; except that the unit member shall pay, in lieu of service fee, sums equal to the service fee to non-religious, non-labor organizations, charitable funds exempt from taxation under § 501(c) (3) of Title 26 of the Internal Revenue Code which will be one of the following:

United Way or its beneficiaries  
American Heart Association  
F.A.C.T. (Foundation to Assist California Teachers)

Such payment shall be made on or before October 31 of

each school year.

13.2.1.2.1 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section shall be made on annual basis to the Association as a condition of continued exemption from the provisions of sections 13.1 and 13.2.1.

13.2.1.2.2 Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. The proof shall be presented on or before October 31 of each school year.

13.2.3 With respect to all sums deducted by the District pursuant to sections 13.1 and 13.2.1, whether for membership dues or service fee, the District agrees promptly to remit the monies to the Association accompanied by an alphabetical list of unit members for whom the deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any change in personnel from the list previously furnished.

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



13.2.5 The Association agrees to hold the District harmless against any claim made by any member of the bargaining unit or a party acting on behalf of any bargaining unit member or members or any other person or legal entity who challenges, by the institution of a judicial proceeding or proceeding before the PERB, the implementation of this Article as follows:

13.2.5.1 The Association agrees to defend and to indemnify the District against any challenge to the implementation of Article 13 by any member or members of the bargaining unit or a party acting on behalf of any bargaining unit member or members or any other person or legal entity.

13.2.5.2 Upon receipt of notice that an action has been filed, the District shall inform the Association.

13.2.5.3 The District agrees to provide the Association with all information, documents and assistance necessary for the Association's defense or settlement of the action and agrees to fully cooperate with the Association in providing all necessary witnesses, experts and assistance.

13.2.5.4 The Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment shall or shall not be compromised, resisted, defended, tried or appealed. The Association's decision thereon shall be final and binding.

ARTICLE 14  
GRIEVANCE PROCEDURE

14.1 Grievance Procedure

14.1.1 The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the Agreement.

14.1.2 Informal Problem Solving

14.1.2.1 Within ten (10) days after a grievant (See Appendix D) knew, or should have known, of the act or condition upon which a problem is based, the grievant shall discuss the matter in an informal conference with the immediate supervisor (See Appendix D) in an attempt to resolve the problem. However, resolution of problems in such informal conferences shall not be binding upon the parties in subsequent grievances.

14.1.3 Formal Grievance Procedure

14.1.3.1 Level I: If the matter is not resolved at the informal conference, the grievant may submit the grievance in writing to the immediate supervisor with a copy to the Association and to the Superintendent. The written grievance will be submitted on a District form and shall include:

14.1.3.1.1 The name of the grievant.

14.1.3.1.2 A listing of the provision(s) of the Agreement alleged to have been violated.

14.1.3.1.3 A statement describing how the District is

alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), the decision rendered as a result of informal problem solving and the remedy sought. This written statement of the grievance must be submitted within fifteen (15) days after the occurrence of the act or condition giving rise to the grievance. The immediate supervisor shall present a written response to the grievant within (10) days of receiving the grievance.

14.1.3.2 Level II: If the grievance is not settled in Level I and if the immediate supervisor is subordinate to a site administrator, the grievant may appeal it to such site administrator. The site Administrator shall submit a written response within (10) days of receiving the grievance. If the immediate supervisor is the site administrator (See Appendix D), the grievant may appeal it to the Superintendent. A Level II appeal shall be filed within (10) days of receipt by the grievant of the Level I denial or within (10) days of the Level I response deadline if the written response is not provided the grievance is denied.

14.1.3.3 Level III: If the grievance is not settled in Level II, the grievant may appeal it to the Superintendent. The appeal

shall be in writing and shall be submitted within ten (10) days after the grievant receives the site administrator's written response. The appeal shall include a copy of the original grievance, the immediate supervisor's response, and a statement of the reasons for the appeal. The Superintendent shall respond to the appeal in writing within ten (10) days after receipt. Either the grievant filing the grievance or the Superintendent may request a meeting to discuss the grievance within this ten (10) day period. If such meeting is held, the time limit for submission of the Superintendent's response shall be extended until five (5) days after such meeting.

14.1.3.4 Level IV: If the grievant is not satisfied with the decision at the previous level or if there is no decision within the time limits, the grievant may, within ten (10) days of the receipt of the decision or the exhaustion of the time limits, request conciliation. The District shall then set a meeting with a conciliator from the California State Mediation and Conciliation Service as soon as reasonably possible for all parties of interest (See Appendix D). If agreed by the Association and the District, the State Mediator may serve as Binding Arbitrator.

14.1.3.5 Level V: If Binding Arbitration is not agreed to in Level IV and the grievant is not satisfied with the disposition of his/her grievance at level IV, or if no written decision has

been rendered within then (10) days after submission of the grievance to the Superintendent, the Association may within ten (10) days request in writing that the grievance be submitted to arbitration. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association. The sole authority of the arbitrator shall be to decide whether there has been a violation of the Agreement and the appropriate remedy if there has been a violation. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or which alters or amends the terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be binding upon the parties to this Agreement and the grievant(s).

- 14.1.3.6 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and

subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the parties incurring them.

#### 14.1.4 General Provisions

14.1.4.1 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the teacher's refusal to perform assigned duties.

14.1.4.2 The time limits on the filing and processing of grievances may be extended only by mutual written agreement.

14.1.4.3 All materials concerning a grievance shall be kept in a file separate from the grievant's personnel file.

14.1.4.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last response given. Such settlements shall be binding on all parties. If the District representative fails to respond to a grievance within the time limits provided at a particular step (unless such time limits are extended by mutual agreement), the grievance may be appealed to the next step within the appropriate time limits.

14.1.4.5 If the same grievance is made by more than one grievant against one respondent, one unit member, on behalf of him/herself and others similarly involved, may process the grievance through the grievance procedure provided,

however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.

- 14.1.4.6 In the course of investigation of any grievance, the representative of the Association will report to the principal's office of the building being visited and will state the purpose of the visit immediately upon arrival.
- 14.1.4.7 It will be the practice of all parties in interest to process grievances, insofar as possible, at times which do not interfere with assigned duties, and to avoid interruption of classroom activities and the involvement of students.
- 14.1.4.8 If any member of the Association is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the process of a grievance except where the Association is the grievant.
- 14.1.4.9 A grievant may be represented at any formal level of the grievance procedure up to arbitration by the Association or a grievance representative of the unit members' choice. If not represented by the Association, the Association shall have the right to state its views prior to the resolution of the grievance.
- 14.1.4.10 The Association shall be the sole representative of the grievant in arbitration.
- 14.1.4.11 The Association and unit members agree not to pursue any judicial or administrative remedy against the district as

to any matter subject to the procedures established in this Article until such procedures are exhausted.

14.1.4.12 Any grievance based upon a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Personnel Office. The decision of the Assistant Superintendent of Personnel may be appealed to the Superintendent in writing pursuant to the procedures in level III.



ARTICLE 15  
HIRING RATIO

15.1 Hiring Ratio

15.1.1 The District will maintain a 28 student/1 teacher hiring ratio at each site.

ARTICLE 16  
CONCLUSION

16.1 Savings Provisions

16.1.1 If any provision of this Agreement or any application thereof to any unit member is held by the legislature, a court of competent jurisdiction or administrative agency to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, the parties shall meet within 10 (ten) days of the request of either party to renegotiate the provisions and/or application(s) effected.

16.2 Maintenance of Benefits

16.2.1 The District agrees not to change officially adopted personnel policies within the scope of representation, but not included in the Agreement, without negotiating with the Association. The District shall not reduce or eliminate any benefits within the scope of representation or included in the current contract during the term of this Agreement

16.3 Support of Agreement

16.3.1 The Association hereby agrees that neither it nor its agents shall initiate or participate in any strike in this District during the life of this Agreement. In the event of any strike by unit members, the Association and its agents will do everything reasonably within their power to end or avert the same. The foregoing shall apply to requests from other organizations to engage in any strike in the District.

16.4 Term of Agreement

16.4.1 This Agreement shall become effective on June 15, 2009, following approval by the Board of Trustees, and shall continue in effect to and including June 15, 2010. Both parties agree to interest-based negotiate as needed during the term of this Agreement. Subject to the public notice provisions of the Rodda Act, negotiations on a successor Agreement shall be conducted between May 1, 2010, and June 15, 2010, inclusive. The parties agree to automatic impasse procedures if no Agreement is reached by June 15, 2010.

Signed this 20th day of January 2010.

\_\_\_\_\_  
Mark Goodman, President

\_\_\_\_\_  
Douglas Kimberly, Superintendent

\_\_\_\_\_  
Dr. Carol Karamitsos, Board President

APPENDIX A  
2007/08 CERTIFICATED SALARY SCHEDULE

- Column I Bachelor's degree  
 Column II Bachelor's degree + 15 semester units earned subsequent to receipt of B.A.  
 Column III Bachelor's degree + 30 semester units earned subsequent to receipt of B.A.  
 Column IV Bachelor's degree + 45 semester units earned subsequent to receipt of B.A.; or Master's degree  
 Column V Bachelor's degree + 60 semester units earned subsequent to receipt of B.A.; or Master's degree + 15 units

Effective 07/01/07; 2.22%

185 DAYS

Years of Service	Column I	Column II	Column III	Column IV	Column V
1	\$41,255	\$42,493	\$45,357	\$48,227	\$51,089
2	\$41,938	\$44,810	\$47,672	\$50,537	\$53,395
3	\$44,261	\$47,125	\$49,982	\$52,851	\$55,708
4	\$46,571	\$49,440	\$52,299	\$55,153	\$58,029
5	\$48,883	\$51,752	\$54,608	\$57,474	\$60,331
6	\$51,195	\$54,056	\$56,923	\$59,785	\$62,645
7	\$53,508	\$56,366	\$59,236	\$62,097	\$64,960
8	\$55,819	\$58,679	\$61,548	\$64,413	\$67,269
9	\$55,819	\$60,991	\$63,863	\$66,723	\$69,584
10	\$55,819	\$63,306	\$66,167	\$69,035	\$71,894
11	\$55,819	\$63,306	\$68,483	\$71,355	\$74,206
12	\$55,819	\$63,306	\$68,483	\$73,653	\$76,520
13	\$55,819	\$63,306	\$68,483	\$73,653	\$79,275
14	\$55,819	\$63,306	\$68,483	\$73,653	\$79,275
15	\$55,819	\$63,306	\$68,483	\$73,653	\$79,275
16	\$57,353	\$65,046	\$70,366	\$75,677	\$81,455
17	\$57,353	\$65,046	\$70,366	\$75,677	\$81,455
18	\$57,353	\$65,046	\$70,366	\$75,677	\$81,455
19	\$58,888	\$66,787	\$72,250	\$77,704	\$83,635
20	\$58,888	\$66,787	\$72,250	\$77,704	\$83,635
21	\$58,888	\$66,787	\$72,250	\$77,704	\$83,635
22+	\$60,423	\$68,529	\$74,134	\$79,729	\$86,080

- \$1,500 will be added to Column V for a doctorate
- Psychologists shall be placed on Column V, Step 9-13, plus 10%
- A maximum of five years experience will be allowed for initial placement
- \$39,430 minimum for holder's of valid California teaching credential (Ed. Code 45023.4)
- Longevity increments are built into the salary schedule at years 16, 19, and 22
- Part-time teachers' salaries shall be computed based on their placement on the salary schedule; or ration thereof

APPENDIX A  
2007/08 CERTIFICATED SHADOW SALARY SCHEDULE

Shadow schedule applies to employees who are not fully credentialed; i.e. hold an emergency credential or an intern.

- Column I Bachelor's degree
- Column II Bachelor's degree + 15 semester units earned subsequent to receipt of B.A.
- Column III Bachelor's degree + 30 semester units earned subsequent to receipt of B.A.
- Column IV Bachelor's degree + 45 semester units earned subsequent to receipt of B.A.; or Master's degree
- Column V Bachelor's degree + 60 semester units earned subsequent to receipt of B.A.; or Master's degree + 15 units

*Effective 07/01/07*

*185 DAYS*

Years of Service	Column I	Column II	Column III	Column IV	Column V
1	\$39,637	\$42,493	\$45,357	\$48,227	\$51,089
2	\$41,938	\$44,810	\$47,672	\$50,537	\$53,395
3	\$44,261	\$47,125	\$49,982	\$52,851	\$55,708
4	\$46,571	\$49,440	\$52,299	\$55,153	\$58,029
5	\$48,883	\$51,752	\$54,608	\$57,474	\$60,331
6	\$51,195	\$54,056	\$56,923	\$59,785	\$62,645
7	\$53,508	\$56,366	\$59,236	\$62,097	\$64,960
8	\$55,819	\$58,679	\$61,548	\$64,413	\$67,269
9	\$55,819	\$60,991	\$63,863	\$66,723	\$69,584
10	\$55,819	\$63,306	\$66,167	\$69,035	\$71,894
11	\$55,819	\$63,306	\$68,483	\$71,355	\$74,206
12	\$55,819	\$63,306	\$68,483	\$73,653	\$76,520
13	\$55,819	\$63,306	\$68,483	\$73,653	\$79,275
14	\$55,819	\$63,306	\$68,483	\$73,653	\$79,275
15	\$55,819	\$63,306	\$68,483	\$73,653	\$79,275
16	\$57,353	\$65,046	\$70,366	\$75,677	\$81,455
17	\$57,353	\$65,046	\$70,366	\$75,677	\$81,455
18	\$57,353	\$65,046	\$70,366	\$75,677	\$81,455
19	\$58,888	\$66,787	\$72,250	\$77,704	\$83,635
20	\$58,888	\$66,787	\$72,250	\$77,704	\$83,635
21	\$58,888	\$66,787	\$72,250	\$77,704	\$83,635
22+	\$60,423	\$68,529	\$74,134	\$79,729	\$86,080

APPENDIX B  
 AGREEMENT – 2004-2005 THROUGH 2006-2007 SCHOOL YEARS

1. January 31, 2005 – Implement new District annual contribution level @:

Single Rate	District:	\$4,380.00	Employee:	\$ 514.30
2-party		\$8,908.80		\$1,040.70
Family		\$12,863.80		\$1,505.30

Default level of District contribution unless increased by operation of #4 or #5 below.

2. February 28, 2005 – Rebate difference in employee contribution amounts for June 30, 2004 through January 2, 2005 to anyone who paid the higher employee contribution.
3. Change work year to 185 days from this point forward. Eliminate two teacher work days, i.e., “turn-around day between semesters and last teacher work day in 2004-2005 school year. (No change to the salary schedule.)

Article 3, section 3.3 shall read:

“Except as other wise provided in this Agreement, the work year for classroom unit members shall be no more than 185 days per school year, including 180 student contact days, two (2) unit member work days and three (3) staff development days conditional upon State budget allocations for the staff development days. Should State funding be withdrawn, the unit member work year will revert to 183 days, of which 3 days are unit member work days.”

4. Formula – 2005-2006 Total Compensation Package

% State C.O.L.A.	(e.g., 2.41% for 2004/2005)
% Deficit Reduction	(e.g., 0.90% for 2004/2005 – could be negative number)
% Equalization	(e.g., 0.69% for 2004-2005)
% Total for compensation purposes	

The total package amount shall be allocated to the salary schedule, the health benefits contribution, or a combination of both as determined by the Association.

Fail-Safe: The calculation of this formula shall not result in decreasing the salary schedule below the 2004-2005 salary schedule or lowering the District’s contribution level established for the 2004-2005 school year as of January 31, 2005.

5. Formula – 2006-2007 Total Compensation Package

% State C.O.L.A.	(e.g., 2.41% for 2004/2005)
% Deficit Reduction	(e.g., 0.90% for 2004/2005 – could be negative number)
% Equalization	(e.g., 0.69% for 2004-2005)
% Total for compensation purposes	

The total package amount shall be allocated to the salary schedule, the health benefits contribution, or a combination of both as determined by the Association.

Fail-Safe: The calculation of this formula shall not result in decreasing the salary schedule below the 2004-2005 salary schedule or lowering the District's contribution level established for the 2004-2005 school year as of January 31, 2005.

Either the Association or the District may opt to set aside the formula for the 2006-2007 school year and re-open negotiations.

6. The District agrees to forego its right to implement a unilateral withdrawal from the High Desert & Inland Employer/Employee Trust and that withdrawal shall be by mutual agreement.
7. This agreement automatically will become a Tentative Agreement and will be recommended for ratification by the representatives of the Association and the District upon positive certification by the Santa Barbara County Office of Education pursuant to AB2756.

ACCEPTED

For the Association

For the District

\_\_\_\_\_  
Robey Garcin  
Association President

11-23-04  
Date

\_\_\_\_\_  
Jeff Hearn  
District Superintendent

11-23-04  
Date

APPENDIX C  
HEPATITIS B, CATEGORY A LIST

Category "A" list of unit members:

Severely Handicapped Teachers  
Physical Education Teachers  
Nurses  
Coaches who are unit members



## APPENDIX D DEFINITIONS

- 2.1.5.1 Unit member refers to any member of the certificated bargaining unit.
- 3.1 FMC refers to the Faculty, Management Council
- 3.1 References to specific administrators shall also include (or designee). "Designee" of the District Superintendent or the Association President refers to a person who is designated to speak, act, reach and enter into agreements on behalf of the Superintendent or President.
- 4.1.1 A "day" is any of the 185 contract days.
- 6.8.7 A "term" is equal to approximately nine (9) weeks or five (5) units when referring to a Modified Block Schedule. Four terms equals one year. (See Article 12.9)
- 6.8.7 A semester equals terms 1&2 or 3&4.
- 8.2 JPAC refers to Joint Peer Assistance Committee
- 10.14.1 Specific references to Education Code are available online at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html)
- 10.14.1 Specific references to Labor Code are available online at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html)
- 10.14.1 Specific references to Government Code are available online at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html)
- 11.1 SDM refers to Shared Decision Making
- 11.1.1.1 DHOH refers to Deaf and Hard of Hearing  
DHOH interpreters are part of the Paraprofessional job family.
- 14.1 A "grievance" is a formal written allegation by a grievant that he or she has been adversely affected by a violation of the specific provisions of this Agreement.
- 14.1.2.1 A "grievant" may be the Association or any member of the bargaining unit covered by the terms of this Agreement.
- 14.1.2.1 The "immediate supervisor" is the certificated administrator having direct supervisory responsibility for the grieving unit member.

14.1.3.2 The "site administrator" is the Principal or his or her designee.

14.1.3.4 A "party in interest" is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and/or the unit member's representative.

APPENDIX E  
ALTERNATIVE SCHEDULES

SMHS SCHEDULE

BLOCK	TERM 1	TERM 2	TERM 3	TERM 4
A	50 Minutes	50 Minutes	50 Minutes	50 Minutes
1	105 Minutes	105 Minutes	105 Minutes	105 Minutes
BREAK				
2	95 Minutes	95 Minutes	95 Minutes	95 Minutes
LUNCH	30 Minute Duty-Free Lunch Balance of time allotted as duty free prep time			
3	95 Minutes	95 Minutes	95 Minutes	95 Minutes
Z	50 Minutes	50 Minutes	50 Minutes	50 Minutes

PVHS SCHEDULE

BLOCKS	MONDAY BELL SCHEDULE	TUESDAY-FRIDAY BELL SCHEDULE
COLLABORATION & PREPARATION	7:30 – 9:00	7:30 – 8:00
BLOCK A	8:00 – 8:50	7:00 – 7:50
PASSING	8:50 – 9:00	7:50 – 8:00
BLOCK 1	9:00 – 10:20	8:00 – 9:30
NUTRITION	10:20 – 10:35	9:30 – 9:45
PANTHER FORUM	Does not meet	9:45 – 10:05
PASSING	_____	10:05 – 10:15
BLOCK 2	10:35 – 11:55	10:15 – 11:45
LUNCH	11:55 – 12:40	11:45 – 12:30
BLOCK 3	12:40 – 2:00	12:30 – 2:00
PASSING	2:00 – 2:10	2:00 – 2:10
BLOCK Z	2:10 – 3:00	2:10 – 3:00

## APPENDIX F ADJUNCT DUTIES PROCEDURE

Definition: The negotiated adjunct duties are activities that allow students to be supervised by teachers in a non-curricular/non-instructional environment outside the normal work day without additional compensation.

Directions: The Principal's welcome back letter will include a list of the negotiated adjunct duties supervised by bargaining unit members commencing with the 2009/10 school year. A maximum number of two (2) events may be required of any bargaining unit member during an academic year. A bargaining unit member may volunteer for more than two events in an academic year. If a bargaining unit member does not sign up, he/she may be assigned supervision of adjunct duties.

1. Activity/Athletic Directors will make a calendar of the negotiated list of adjunct duties with events, dates, timeframes and locations.
2. Athletic Directors may allow bargaining unit members to sign up for specialized needs (e.g. timers, etc.) before presenting the list to staff.
3. Calendars of adjunct duties will be posted for sign ups during the first two contractual days of the school year at predetermined locations.
4. Activity/Athletic Directors will review the calendars and identify open adjunct duties. The first four days of the second week of school, a list of open adjunct duties will be posted at a designated location for the second opportunity to sign up.
5. During the third week of school, the Principal will review the calendar and determine any open adjunct duties. If any openings remain, the Principal will conduct a meeting to provide all bargaining unit members, who have not signed up, with the third and final opportunity to volunteer for adjunct duties.
6. If after the third opportunity to sign up there are any remaining open adjunct duties, then any bargaining unit member who has not volunteered may be assigned to those openings during the fourth week by a lottery system to fill the vacancies in a chronological order. The Principal and an Association designee will conduct the lottery.
7. The negotiated adjunct duty list and the procedures will be revisited periodically by the Faculty Association and District negotiating teams.
  - Dances
    - Prom
    - Corrigan/King of Hearts
    - Sadie Hawkins
    - Winter Formal
    - Homecoming
    - After game dances (2 maximum per school year)
    - Grad Night (with next day off-sub paid by school business)
  - Pride Day
  - VPA Productions (drama, choir, band)

- Athletics (all levels, home games only)
  - Fall
    - Football
    - Water Polo, boys
    - Volleyball, girls
  - Winter
    - Basketball, girls, boys
    - Water Polo, girls
    - Wrestling
  - Spring
    - Track and Field
    - Swim
    - Baseball
    - Volleyball, boys