

AGREEMENT BETWEEN THE

**SANTA MARIA-BONITA SCHOOL
DISTRICT BOARD OF EDUCATION**

AND THE

**SANTA MARIA ELEMENTARY
EDUCATION ASSOCIATION**

Effective July 1, 2005 to June 30, 2008

AGREEMENT INDEX

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ARTICLE 1 - AGREEMENT AND RECOGNITION

1.1 This is a bilateral and binding agreement made and entered into this 6th day of April, 2006, between the Santa Maria-Bonita School District (hereinafter referred to as "District") and the Santa Maria Elementary Education Association CTA/NEA (hereinafter referred to as "Association"). The term "Member(s) of the Bargaining Unit" shall hereinafter be referred to as "Member(s)."

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code ("Act").

1.3 This Agreement shall remain in full force and effect from July 1, 2005 until June 30, 2008.

1.4 This Agreement may be reopened by the mutual consent of both of the parties at any time prior to June 30, 2008.

1.5 The District confirms its recognition of the Association as the exclusive representative of the existing bargaining unit as of July 1, 2005. The Association is comprised of all certificated employees excluding management, supervisory, confidential, and substitute employees.

ARTICLE 2 - NEGOTIATION PROCEDURE

- 2.1 The term of this agreement is three years; July 1, 2005 to June 30, 2008.
- 2.2 No later than the third week in May of 2006 the parties will commence negotiations for the 2006-2007 contract year and subsequent contract year/s.
- 2.3 No later than the third week in May 2006 the Parties will commence negotiations for the 2006-2007 contract year and subsequent contract years. Articles 5, 14, and 15 will be open for negotiations for the 2006-2007 contract year. Each Party may select two additional articles to open in the 2006-2007 contract year. All other Articles will be closed for the 2006-2007 contract year.
- 2.4 No later than the third week in May 2007 the Parties will commence negotiations for the 2007-2008 contract year and subsequent contract year. Articles 5, 14, and 15 will be open for negotiations for the 2007-2008 contract year. Each party may select two additional articles to open in the 2007-2008 contract year. All other Articles will be closed for the 2007-2008 contract year.
- 2.5 Either party may utilize the services of outside consultants or negotiators to assist in the negotiations.
- 2.6 Negotiations shall take place at times and dates that are mutually agreed upon by the parties.
- 2.7 The Association shall be entitled to release time for negotiations without loss of compensation. Release time shall not be used by more than seven (7) Members.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 The Association shall have the right to reasonable use of District buildings and facilities when not otherwise in use. Such use shall be subject to the conditions of Civic Center Act utilization.

3.2 The Association shall have the right to post notices of activities and matters of Association concern on faculty room bulletin boards, at least one of which shall be provided in each faculty room. The Association may use the inter-district mail service and Members' mailboxes for communications to Members. Courtesy copies of posted material will be provided to the site administrator and the Superintendent's office at the time of posting.

3.3 The District shall provide the President of the Association time off from school duties, at full pay, authorized as follows:

The President's teaching duties shall be equally shared with another teacher. Each year by June 1 the Parties shall meet and agree on how the President's teaching duties will be structured during the next school year.

3.3.2 It is agreed that the Association will pay one-half of the cost of the replacement of the President, with the District paying the other half of the cost, such cost to include fringe benefits.

Names, building assignments and salary schedule placement of Members shall be provided without cost to the Association, no later than the end of the fourth (4th) week following the opening day of school. The District shall also promptly furnish to the Association all budget reports and required state and county reports, as such information becomes available to the public.

The District will forward to the Association a copy of Board agendas, including warrants paid for the related period but, exclusive of executive session materials, as well as any amended agenda(s) at the time agenda(s) and amended agenda(s) are distributed to Board members.

The Parties agree that it shall be an Association right to meet with the District in a Labor Management Council ("LMC") on a monthly basis. The LMC will conduct its meetings using

an interest-based problem solving approach. Each party shall select a maximum of five members for its side to be members of the LMC. The purposes and rules of the LMC shall be as set forth in a binding Memorandum of Understanding concurrently agreed to by the Parties. The MOU shall be attached to this Agreement. The Association agrees that the District's agreement to meet with the Association in the LMC shall not diminish the District's management rights under this Agreement or alter the existing statutory scope of SMEEA's right to consult with the District. The parties further agree that the LMC is not intended to replace existing committees, such as C&I and COT that provide a forum for SMEEA to consult with the District.

ARTICLE 4 - PROFESSIONAL DUES AND FEES

4.1 Any Member who is a Member of SMEEA or who has applied for membership may sign and deliver to the District an assignment authorizing deductions of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing within thirty (30) days prior to the conclusion of the Member's contract year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Member each month for ten (10) months. Deductions for Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.

4.2 A Member who is not a Member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of (assigned) duties, shall become a Member of the Association or pay the Association a fee in the amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the Member may authorize payroll deduction for such fee in the same manner as provided in Section 4.1 of this Article. In the event that a Member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 4.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in Section 4.1 of this Article.

4.3 Any 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 SMEEA as a condition of employment; except that such Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organization, charitable funds (listed below) exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. American Heart Association
- b. American Red Cross

c. American Cancer Society

4.3.1 Any Member who desires to be exempt from the provisions of Section 4.3 may apply in writing to the Association for such an exemption. A copy of the request with approval by SMEEA will be transmitted to the District Human Resources Office immediately upon receipt by the Association.

4.4. With respect to all sums deducted by the District pursuant to authorization of the Member, whether for membership dues or equivalent fee, the District agrees to remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made indicating any changes in personnel from the list previously listed.

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

4.6 Upon appropriate written authorization from the Member, the District shall deduct from the salary of any Member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

4.7 The California Teachers Association (CTA) will defend the Santa Maria-Bonita School District (District) and the Santa Maria Elementary Education Association (SMEEA) and will hold them harmless against any claim made by any Member who challenges, by the institution of a judicial proceeding or proceeding before the PERB, the constitutional validity of Government Code Section 3540.1(i) and/or Section 3546. The terms and conditions of said defense and indemnity, which inure to the benefit of the District and SMEEA, are set forth as follows:

4.7.1 CTA agrees to defend and indemnify the District and SMEEA against legal action by any Member challenging the constitutionality of Government Code Section 3540.1(i) or 3546.

4.7.2 SMEEA and the District, immediately upon receipt of notice of such legal action against either or both of them, shall inform CTA of such action, provide CTA with all information, documents and assistance necessary for CTA's defense or settlement of such action, and fully cooperate with CTA in providing all necessary witnesses, experts and assistance necessary for said defense.

4.7.3 Upon commencement of such legal action, CTA shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or SMEEA because of such action shall or shall not be compromised, resisted, defended, tried or appealed. CTA's decision thereon shall be final and binding upon all parties to this Agreement.

4.7.4 CTA, upon its compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.

4.7.5 CTA, upon final order and judgment of a court of competent jurisdiction awarding damages to any Member, shall immediately pay to such Member all sums owing under such order and judgment.

ARTICLE 5 – Work Year and Work Day

5.1 Work Year

The number of pupil contact days in the school year shall be 180 days for traditional and single-track, with additional days for activities as prescribed by the District not to exceed six (6) for Members on traditional or single track, and an additional day for Members new to the District.

5.1.1 The academic calendars for each school year will be negotiated in November prior to the beginning of the next school term.

5.1.2 Any modification at a school site of the adopted District calendar, which involves changing the work dates of the adopted calendar, will be negotiated.

5.1.3 Preschool teachers shall have work years, work days, and pupil contact days as required by federal and state laws governing the State preschool program.

5.1.4 District Psychologists shall have a 195 day workyear

5.2 Work Day

5.2.1 The length of the work day for all Members, except part-time Members, shall be 6 hours and 30 minutes (exclusive of the lunch period). The work day for K-6 teachers shall begin 30 minutes before the Member's first scheduled class meeting with students. This time is not a stipulation of a limit as to the work required as it is understood the professional status of the

educator makes it desirable and necessary that substantially more than six hours and thirty minutes is and always will be required to complete preparation and other work necessary to satisfactorily execute the responsibilities of the contract. For grades 7 and 8 the following minimum and maximum minutes shall apply: The teacher-pupil instructional contact time for grades 7 and 8 shall not be less than 295 minutes, including homeroom but excluding passing time, and a maximum of 319 minutes which will include passing time and homeroom. No teacher in grades 7 and 8 will be required to teach six (6) periods.

5.2.2 There are times when the Members cannot avoid transacting school-related business or personal business away from the school site during the prescribed work day. Such things as meetings, library preparation, doctor and dental appointments, attending early classes in furtherance of their education and personal business that cannot be transacted at another time, would be examples of the type of things that would necessitate such departure. Reasons are not limited to the above, but the above are typical examples that would permit absence from the school site. It is understood that the latitude on departure time applies only to those times when the Member is not

scheduled to be conducting classes and does not have other scheduled responsibilities as discussed below. Such departure does not relieve the Member of the responsibility for attending curriculum, staff and parents' organization meetings, parent-teacher conferences, principal-teacher conferences, or other assigned regular and special duties. When a Member plans to leave the school site during the work day, exclusive of the lunch periods, the site administrator must be notified through a sign-out sheet the day prior to such departure. If departure is on school business, notifying the site secretary will be sufficient notice.

Absence from the school site will normally be limited to one (1) hour and shall occur on an infrequent basis when "related" to non-school "related" business as described above.

5.2.3 In cases of emergency, which will be described by the Member on request, the sign-out sheet shall have a section to indicate that prior day's notice was not possible. Emergency departures which exceed one (1) hour will require the utilization of Personal Necessity Leave (Article VI, Section 6.4). At the end of each month the sign-out sheets shall be reviewed as necessary by Human Resources.

5.2.4 Part-time Members shall have at least a three hour and fifteen minute work day. All Part-time Members

employed in a 7th and 8th grade site shall have no more than three (3) teaching periods, and shall have additional responsibility that shall be limited to Back to School Night, except Individualized Education Program meetings that cannot reasonably be held within the workday. All parent conferences shall be scheduled within their workday.

5.2.5 The length of the workday for all District Psychologists shall be 8 hours per day exclusive of a duty free lunch.

5.3 Duty Free Lunch and Relief Period

5.3.1 Each Member will receive one duty-free uninterrupted lunch period, except in emergencies where the health, welfare and/or safety of students is jeopardized or during inclement weather as specified in paragraph 5.3.3 of this section.

5.3.2 The regular lunch period shall be equivalent to the student lunch period, less the time necessary for coverage of student passage, but in no instance will the lunch period for a Member be less than forty (40) consecutive minutes.

5.3.3 In the event of inclement weather, which causes student return to the classroom earlier than the normal lunch period, every effort will be made to provide Members with a lunch period of not less than thirty (30) consecutive minutes.

5.3.4 Prior to the revision of a "rainy day" schedule at any school site, input will be solicited from the affected Members.

5.3.5 All schools shall provide a relief period to Members of not less than ten (10) minutes, which shall occur in the morning as near as possible to the middle of the Members' longest duty assignment.

5.4 Preparation Periods: Grades 7 & 8

5.4.1 Each full time Member, except the Association President, employed in grades 7 and 8 shall have one period of preparation time each day which shall be equal to the length of a regularly scheduled class period.

5.4.2 This preparation period is intended for the planning of classroom activities and other duties intrinsic to the classroom teaching function.

5.4.3 This time shall not regularly be interrupted by staff meetings nor shall the time regularly be used to substitute for another employee or Member. Except in cases of extreme necessity or by mutual agreement, such interruptions shall be scheduled one work day in advance. Preparation time used as a result of requesting homeroom Members to hold classes for special homeroom activities for any portion of the preparation period shall be rotated.

5.4.4 The District will attempt to avoid having the Member's classroom used by other personnel during the Member's preparation period.

5.5 Assigned Duties

Assigned duties are duties, which take place during the work day. There will be no assigned duties for Members in Grades 4-6. Members in Grades 1-3 will be assigned to full-day dismissal duty only. Assigned duties for Grades 1-6 cannot be assigned to kindergarten teachers. An attempt will be made to distribute the assigned duty equitably among Members on a rotating basis. These assigned duties shall not exceed fifteen (15) minutes per day. Afternoon recess duty is voluntary for Grades 1-3.

5.6 Staff Meetings

Staff meetings may be required in addition to the work day but must be limited to no more than seven (7) hours per month per Member. This limitation does not apply to parent-teacher conferences, which cannot be scheduled during the work day or parent-teacher organization meetings or other such meetings.

5.7 Extracurricular duties and non-teaching activities

Extracurricular duties and non-teaching activities such as student games, dances and special student activity assignments shall be limited to a maximum of eight (8) hours per year. Assignments shall be on a rotational basis equally distributed among the staff. Members will first be given an opportunity to volunteer for duty assignments and all volunteer time will count against the total hours necessary to complete the assignment roster.

Extracurricular duties will not be required on weekends or holidays.

5.8 Adjunct activities

Adjunct activities are supplemental activities, which take place outside of the work day and help to enhance the effectiveness of the educational process. These activities are voluntary. They do not include parent-teacher conferences or participation in parent-teacher organizations.

5.9 Each school shall make a reasonable effort to schedule school functions on a designated day of the week.

5.10 Junior High Conferences

There will be five (5) student conference days in the fall for all students and three (3) days in the spring for students not meeting graduation requirements and/or at risk of retention. These days are minimum days. Full time Members will attend one evening conference in the fall and one in the spring from 5:00 p.m. until 7:00 p.m. on a mutually agreed upon day during the regular conference period. With the mutual consent of the site administrator and the Members at the site, a second evening conference can be added at each site, or the hours for the evening conference may be altered. Prior to the evening conference, Members will not be required to be on the school site after students are dismissed on the day scheduled for evening conferences. The conferences are to be held in one central

location or other mutually agreed upon location. There must be an administrator present during the conference period along with interpreters and other needed support personnel.

5.11 K-6 Conferences

5.11.1 There will be eight (8) student conference days in the fall for all students and five (5) student conference days in the spring for those students who have been determined by the teacher as at risk of retention or otherwise needing a conference or whose parent(s) have requested a conference. These days will be minimum days. The first days of each conference period may, at the Member's discretion, be a conference-free day to allow time to work on report cards and other conference preparation.

5.11.2 One evening in the fall and one evening in the spring may be designated as an evening conference day as determined by the teachers and site principal on a site by site basis based on need of the parent/guardian community. This will be scheduled on a mutually agreed upon day and time during the regular conference period for a time up to two hours, and it will end no later than 7:00 p.m. With the mutual consent of the site administrator and the Members at the site, one or two evening conferences may be held at each site, with the hours determined at each site, for up to two hours per conference day. The conferences will be held in one

central location or at another mutually agreed upon location. There must be an administrator present along with needed support personnel.

5.11.3 A Member who chooses to schedule conferences on the designated evening conference day will not be required to remain on site after the students are dismissed on the day scheduled for evening conferences.

5.11.4 In the event that there are insufficient numbers of evening conferences scheduled to warrant setting up an evening conference date; the evening conference date may be canceled.

5.12 Mandatory and Voluntary Staff Development Under the Staff Development Buy-Back Program (SDBBP)

5.12.1 The District and the Association agree to participate in the Staff Development Buy-back Program, as follows.

5.12.1.1 The following definitions shall apply only to Paragraphs 5.12 to 5.12.6.

5.12.1.1.1 A "student day" means a day in which students and teachers are in the classroom. A student day is called a "pupil contact day" in Article 5.1 of the Agreement.

5.12.1.1.2 A "dot day" is a mandatory teacher work day with no students in the classroom, which is part of the "additional days for activities as

prescribed by the District” as specified in Article 5.1 of the Agreement.

5.12.1.1.3 A “mandatory staff development day” is a single day, six hours and thirty minutes in length, on which all Members are required to attend a staff development session.

5.12.1.1.4 A voluntary staff development day is six hours and thirty minutes in length, or any combination of time that totals six hours and thirty minutes in length.

5.12.1.1.5 “Attend” for the purposes of being paid for attending a mandatory or voluntary staff development day, means meeting the state law requirements of being present for the entire six hour and thirty minute staff development session, signing in at the beginning of day, and signing out at the end of the day. Any member who fails to meet these requirements shall not receive credit for attending the staff development day.

5.12.2 Effective December 1, 2006, all Members for whom the District can legally be reimbursed under the SDBBP for attendance shall have the opportunity to attend

one day (or the equivalent of 1 day) as a voluntary staff development day, with a second day being offered solely at the district's discretion. Any such Member who actually attends a voluntary staff development day shall be paid at the Member's per diem rate. Any Member who has already attended two voluntary staff development days prior to the effective date of this provision shall receive compensation for two days.

5.12.3 One of the additional days per year for activities prescribed by the District ("dot days") shall be designated as a mandatory staff development attendance day for all Members.

5.12.4 In calendar years where there is only one "dot day" in the beginning of the school year, that day shall only be used for the purpose of allowing a Member who is a classroom teacher to individually prepare his/her classroom for the start of the school year. No classroom teacher shall be asked or required to attend any meeting or participate in any activity, including staff development, on that day during the Member's work day.

5.12.5 All year round Members must attend a mandatory staff development day on a day assigned by their supervisor.

5.12.6 Any Member who does not attend the mandatory staff development day must use sick leave days or other usual means of accounting for absence from a normal duty day. In addition, a Member may make up a missed day by attending a voluntary staff development day without compensation, or serving another full day equivalent as approved by the District, in which case the sick day or other compensatory day used by the Member shall be reinstated to the Member.

Article 6 Leaves

6.1 Sick Leave

6.1.1 Regular Members of the Bargaining Unit

6.1.1.1 Each full time Member shall receive ten (10) days of paid sick leave per year. A Member employed for a part of the year shall earn sick leave on a prorated basis. A Member required to work a longer than normal work year will receive additional sick leave at the rate of .25 days per week. The maximum number of sick leave entitlement days earned per year shall not exceed twelve (12).

6.1.1.2 If a Member does not utilize the full amount of sick leave earned and/or accrued in any school year, the amount not taken shall be cumulative from year to year without limit.

6.1.1.3 A Member shall be entitled to use sick leave for illness or visits to a doctor or dentist. This shall also apply to a Member's child, spouse, parent or person living in the household of the Member.

6.1.2 Salary When Absence Exceeds Sick Leave If a Member is absent in excess of his/her sick leave entitlement, he/she will be paid 57½% of the regular salary for a total combined period of not more than one hundred (100) school days.

6.1.3 Sick Leave Transfer A new Member who enters the District without a break in service from another public school district in California shall be permitted to transfer verified sick leave into the District. A break in service is defined as one year for this purpose. The new Member shall be responsible for initiating this action.

Sick Leave Use for Adoption

A Member may use up to six weeks of accumulated sick leave for the adoption of a child. Adoption leave benefits shall not be greater than pregnancy leave benefits. However, if both adopting parents are Members, then the maximum combined leave that both parents/Members can use is six weeks; all six weeks can be used by one Member, or each Member can take three weeks (or any other combination of leave not exceeding a total of six weeks).

6.1.5 The District shall provide each Member with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than November 1 of each school year.

6.2 Pregnancy Leave

6.2.1 Leave at Request of the Member of the Bargaining Unit

In the event a Member who is pregnant wishes to have a leave of absence for any period in excess of that when there is physical disability, leave may be granted. Such leave will be without pay.

6.2.2 Pregnancy Related Disability

The Member must file with the Assistant Superintendent of Human Resources a statement from her physician that she is physically disabled as a result of pregnancy and stating the expected date of delivery. Utilization of sick leave due to pregnancy related disability shall begin whenever the Member is, in the opinion of the attending physician, disabled to the point where the normal duties required of the position cannot be carried on or performed effectively, and may be continued for the length of such physical disability, but not to exceed the school year in which the pregnancy terminates.

6.2.3 Pay during Pregnancy Related Disability

Days of absence due to pregnancy disability shall be treated as days of sick leave, and absences shall be paid absences until the accumulated sick leave days of the Member have been exhausted. Sick leave payment shall apply to such absences for periods either before and/or following the birth of the child.

6.3 Bereavement

6.3.1 Members are entitled to leave of absence of four (4) days or six (6) days if travel exceeds 200 miles one way, for the death of any Member of his/her immediate family, and to such additional days thereafter as the District may allow. No deduction shall be made from the salary of such Member, nor shall such leave be deducted from any other leave category, which may be utilized for this purpose in addition to bereavement leave. Members of an immediate family are defined as follows:

Spouse
Son
Stepson
Daughter
Stepdaughter
Mother/Father of the Member or spouse
Sister/Brother of the Member
Grandchild of the Member or spouse
Grandmother/Grandfather of the Member or spouse
Brother/Sister-in-law
Son/Daughter-in-law
Aunt/Uncle of the Member or spouse
Person living in immediate household of the Member
Stepmother/Stepfather of the Member or spouse
An individual who has performed the functions of a parent to the Member.

6.3.2 The District shall require the use of Bereavement Leave before Personal Importance/Necessity Leave days are used for the purposes allowed in this paragraph.

6.4 Personal Necessity Leave

6.4.1 Members may utilize up to seven (7) days' leave of absence annually for personal necessity. Such leave shall be deducted from the Members' accumulated sick leave and shall not accumulate from year to year. The term "personal necessity" for purposes of this Article is limited to the following:

6.4.1.1 Death of a Member of a unit Member's immediate family when the number of days requested exceed the number provided for under Bereavement Leave.

6.4.1.2 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 Member during the working day.

6.4.1.3 Imminent danger to the Member's home, serious in nature and which requires the presence of the Member during the working day.

6.4.1.4 Actual attendance at the funeral of a distant relative, friend, neighbor, employee or other acquaintance.

6.4.1.5 Unforeseen circumstances involving transportation or storm conditions that prevent the Member from traveling to and from work.

6.4.1.6 Court Appearance - appearance in court as a litigant.

6.4.1.7 Specific family responsibilities or family business imperatives which require the personal presence of the employee during working hours.

6.4.1.8 Religious holiday

6.4.2 Such leave shall be granted to each Member only upon application to the appropriate site administrator or other immediate superior at least forty-eight (48) hours before taking such leave, except in the case of an emergency. Written application must be completed by submitting the "Application for Personal Necessity Leave Benefits - Certificated" form to the site administrator at least forty-eight (48) hours before taking such leave.

6.4.4 Discretionary Days

The Member will be allowed to utilize up to four (4) days in a two year period of Personal Necessity Leave days at his/her own discretion upon the following conditions:

6.4.4.1 Such days shall be charged against the Member's unused sick leave.

6.4.4.2 Forty-eight (48) hours written notice shall be required unless extenuating circumstances occur which prevent such notice being given; in that event, the Member shall make every reasonable effort to give advance notice.

6.4.4.3 Administration retains the right to refuse the Member to utilize a certain day if, in the opinion of the Assistant Superintendent of Human Resources, too many Members simultaneously select the same day.

6.4.4.4 The Member shall not be required to give reasons for the use of such day.

6.4.4.5 Such leave shall not be used to withhold services from the District, and it is understood that such leave shall not be used for purposes of income-producing activities, the extension of a holiday or vacation period for purely recreational activities, or attending to matters which could reasonably be scheduled outside of working hours.

6.4.5 The days allowed shall be deducted from and may not exceed the number of full paydays of sick leave to which the Member is entitled.

6.4.6 If the total number of days absent should exceed seven (7) and the reason for the leave is an emergency as defined in items 6.4.1.1, 6.4.1.2, 6.4.1.3 or 6.4.1.5 above, the Member shall be paid 57½% of his/her salary for the number of days left of accumulated sick leave. The limits and conditions outlined in item 6.4.1 and 6.4.5 shall apply to this item as well as the rest of the Article.

6.5 Inservice Leave

6.5.1 A Member shall be entitled to a maximum of five (5) days of non-accumulative paid leave during each two (2) years of service with the District for the purpose of improving his/her job performance. Such leave may be used to attend conferences or workshops or other activity, which relate to his/her job performance. The use of such leave must be approved by the immediate administrator and authorized by the Superintendent/Designee.

6.5.2 Costs of housing, meals and mileage will be borne by the Member.

6.5.3 The total amount to be expended by the District for substitute costs related to inservice leave shall not exceed \$4,000.

6.6 Leave of Absence Policy

6.6.1 A leave of absence without pay of up to one (1) year may be granted by the District to Members. Leave requests will be considered on their merits on an individual, written request basis. Leaves of absence may be granted for, but not limited to, the following purposes:

6.6.1.1 Academic-year institutes.

6.6.1.2 Graduate study at own cost at accredited institution.

6.6.1.3 Travel for the purpose of specific educational benefits (request must include statement of purpose and description of benefits).

6.6.1.4 Health Leave.

6.6.1.5 Other purposes deemed appropriate by the District.

6.6.2 Applications for leave of absence must be made by letter before March 1 to the Superintendent, explaining the purpose to which the leave of absence will be put. A written response including a written Rationale for Denial, if the leave is denied, shall be given to the applicant within three days after the second regularly scheduled Board meeting following receipt of the request.

6.6.3 If such leave request is approved, the District and the Member shall have the following obligations:

6.6.3.1 The District

6.6.3.1.1 A letter of request of intent to return to the District shall be sent to the Member on leave by certified mail on or before the first Monday in February.

6.6.3.2 The Member of the Bargaining Unit

6.6.3.2.1 The Member on leave shall keep the District informed of his/her current mailing address.

6.6.3.2.2 The Member on leave shall answer the District's letter of intent by registered mail on or before the first Monday in March.

6.6.3.2.3 Failure to respond as indicated in 6.6.3.2.2 will be considered as the employee's resignation from the District.

6.6.4 Having indicated an intent to return to the District (6.6.3.2.2 above) the Member will be entitled to reinstatement in a position for which he/she holds a credential. Reasonable effort, subject to the needs of the District and other provisions of this agreement, will be made to place the returning Member in a similar position as he/she held prior to going on leave.

6.6.5 Fringe benefit coverage will be permitted if prior arrangements have been made with the District for the Member to pay the full cost of such benefits.

6.7 Association Release Days

Association representatives shall be released to attend state or national level Employee Association meetings, which may occur on work days. The number of days of absence for this purpose shall not exceed a total of sixty (60) days per year for the Association nor more than ten (10) days per year for an individual representative, except for the Association President, unless additional days are mutually agreed upon by the District and the Association. Substitute costs for these release days will be borne by the Association.

6.8 Required Court Appearance

In the event a Member shall be summoned for jury duty or as a witness, he/she shall receive full pay for those days he/she is required to be in court. The Member shall reimburse the District the amount paid to the Member by the court, less expense monies received from the court.

6.9 Catastrophic Leave Bank

6.9.1 The District shall maintain a Catastrophic Leave Bank (or "CLB") for eligible certificated employees subject to the terms of this Article.

6.9.2 Eligibility for Membership in the Catastrophic Leave Bank:

Any certificated employee who has been employed by the District for at least 30 days is eligible for membership in the Catastrophic Leave Bank. For purposes of this Article, all certificated administrators shall be considered eligible certificated employees.

6.9.3 Initial Enrollment in the Catastrophic Leave Bank:

The District will conduct an initial enrollment period for the Catastrophic leave bank, starting on April 21, 2003, and ending on June 20, 2003. All current certificated employees who agree to participate in the CLB will be assessed one day of sick leave to be contributed to the CLB. The sick day will be assessed on July 1, 2003. Certificated

employees hired after the initial enrollment period, or who are returning from extended leave which included the initial enrollment period, will have sixty days from their hire or return date to join the CLB by contributing one day of sick leave into the CLB. All contributions to the CLB will be in whole-day increments.

6.9.3.1 If less than 350 certificated employees have agreed to participate in the CLB by the end of the initial enrollment period on June 20, 2003, then any certificated employee who has agreed to participate will be assessed one additional day of sick leave effective on July 1, 2003, for an initial total of two days.

6.9.3.2 The agreement of a certificated employee to participate in the CLB shall be filed in Human Resources on a "CLB Declaration" form. The CLB Declaration must be actually received in Human Resources by June 20, 2003 in order to be effective. Any decision by a participant to give a day or days to the CLB is irrevocable.

6.9.3.3 A certificated employee who has been hired as a temporary or probationary employee is eligible to participate in the CLB on the same terms as other participants, with the following exceptions:

a.) Any catastrophic leave granted to a temporary or probationary employee will not be granted to extend past June 30 of each school year.

b.) A temporary or probationary employee who has initially decided not to participate in the CLB while in a temporary or probationary job status shall have the right to agree to participate in the CLB after such employee has been converted to a permanent job status. Such an employee must agree to participate in the CLB by August 31 in the school year that the employee commences employment as a permanent employee. Such an employee will be assessed one sick day for the CLB effective immediately upon the employee's execution of the agreement to participate in the CLB. The CLB Agreement signed by such an employee must be actually received in Human Resources by August 31 in order to be effective. If such employee does not have a remaining sick day available to be assessed on the date the employee agrees to participate, the sick day will be assessed on the following July 1, along with any other required assessments due on that day.

6.9.3.4 Despite any other provisions of this Agreement to the contrary, a certificated employee who has been hired as a substitute employee or who is on long term unpaid leave of absence is not eligible to participate in the CLB.

6.9.4 Additional Assessments of Sick Days for the Catastrophic Leave Bank

6.9.4.1 If at any point prior to June 15 of each school year the number of days in the CLB drops below 30 days, then all existing CLB participants will be assessed an additional day. If any participant does not have a remaining sick day available to be assessed on the date the employee agrees to participate, the sick day will be assessed on the following July 1, along with any other required assessments due on that day.

6.9.4.2 The Minimum CLB Days Requirement (“MCLBDR”) shall be equal to two times the number of participants in the CLB on May 1 of each school year. After the initial enrollment period, if the number of days remaining in the CLB on June 20 of each school year is below the MCLBDR, then participants in the CLB as of the following July 1 shall be assessed one sick day for contribution to the CLB on July 1.

6.9.5 The District will maintain a list of all participants in the CLB.

6.9.6 Certificated employees who are retiring from the District may contribute up to ten (10) of their unused sick leave days to the CLB.

6.9.7 Days contributed to the CLB shall accumulate from year to year.

6.9.8 Any certificated employee who does not agree to participate in the CLB in the enrollment periods noted above will not be allowed to participate in the CLB in the future, except as set forth in Paragraph 10.12.3.3 above.

6.9.9 Eligibility to Use the Catastrophic Leave Bank:

Any participant in the CLB who suffers from a catastrophic injury or illness, or who is required to take time off from work to provide care for a member of his or her immediate family who suffers from a catastrophic injury or illness, shall be eligible to receive catastrophic leave. “Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the Participant for an extended period of time or that incapacitates a member of the Participant’s immediate family so that the Participant will

be required to take time off work for an extended period of time to care for the spouse or child, and taking extended time off work creates a financial hardship for the Member because he/she has exhausted all of his/her eligible leave and other paid time off.

6.9.10 For the purposes of this section, “immediate family” shall be defined in the same manner as under the state and Federal family and medical leave laws. Immediate family shall include only the participant’s spouse, parents, or dependent children, as defined in the Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. SS2611, et seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2).

6.9.11 Upon requesting catastrophic leave, the participant shall provide verification of the catastrophic illness or injury by means of a letter, dated and signed by the sick person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.

6.9.12 Eligibility for catastrophic leave shall be subject to the following restrictions and conditions:

6.9.12.1 The CLB participant must also have exhausted all of his/her paid eligible leave credits including accumulated sick leave before catastrophic leave can be used. The CLB participant requesting the catastrophic leave must have at least nine days of any leave available to be used before catastrophic leave can be utilized. If the CLB participant does not have nine days of leave to be used first, then that CLB participant must receive differential pay for up to nine days if the CLB participant has no leave available, or use his/her available leave and receive differential pay for a total of nine days.

6.9.12.2 The certificated employee seeking catastrophic leave must be a participant in the CLB.

6.9.12.3 Any right or entitlement to leave under the Federal Family and Medical Leave Act (FMLA; 29 U.S.C. SS2611, et/ seq.) and/or the California Family Rights Act (CFRA; Government Code Section 12945.2), shall run concurrently with any paid leave used pursuant to this Article.

6.9.13 Request for Leave:

A CLB participant who meets the eligibility requirements for catastrophic leave may request catastrophic leave from the CLB by submitting a written request to the personnel office.

6.9.14 In the event that the CLB participant is personally unable to request catastrophic leave an authorized agent of the CLB participant or family member may make the request.

6.9.15 Catastrophic Leave Committee:

A Catastrophic Leave Committee shall be created and will consist of two District representatives and three representatives appointed by SMEEA. The Catastrophic Leave Committee shall consider all requests to receive catastrophic leave. The committee shall grant, partially grant, or reject all requests. All decisions to grant catastrophic leave shall require mutual agreement. One of the District Committee members shall be the ASHR; the ASHR will have the right to change the decision of the Committee. This change could include the decision of the Committee to grant or deny catastrophic leave, or to change the amount of the allocation of leave to the participant granted by the Committee. Any change made by the ASHR will be final and will not be subject to further review or consideration by the Committee. The decision of the Committee or ASHR is final and not subject to the grievance procedure.

6.9.16 By September 15, of each school year, the District shall notify the Committee of the following:

6.9.16.1 The total number of accumulated days in the CLB on June 30th of the previous school year.

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

6.9.16.3 The names of participants.

6.9.16.4 The total number of days available in the CLB.

6.9.17 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:

- 6.9.17.1 The names of any additional Participants who have joined the CLB.
- 6.9.17.2 The names of any Participants who have left the CLB through separation from the District.
- 6.9.17.3 The total number of days in the CLB at the beginning of the previous month.
- 6.9.17.4 The total number of days added to the CLB by new participants.
- 6.9.17.5 The total number of days awarded during the previous month and to whom they were awarded.
- 6.9.18 Any dispute between the Committee and the District as to the accounting of CLB days shall be immediately reconciled.

6.9.19 Restrictions on the Use of the Catastrophic Leave

Each catastrophic leave shall conclude after 30 calendar days, at the end of the CLB participant's work year, or when the CLB participant returns to work, whichever occurs first. If the catastrophic injury or illness continues or arises at a later time, another request for catastrophic leave may be submitted, subject however to the maximum set forth in 10.12.19.1.

- 6.9.19.1 The maximum allowed time for any CLB participant to be on catastrophic leave for a single catastrophic injury or illness is 120 work days.

6.9.20 A CLB participant who uses catastrophic leave shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.

6.9.21 Any catastrophic leave that is granted to but not used by the CLB participant shall be re-deposited in the CLB.

6.9.22 The CLB cannot be used for an illness or injury that qualifies the participant for Workers Compensation Benefits, unless the CLB participant has exhausted all Workers Compensation Leave.

6.9.23 A CLB participant's request for catastrophic leave may be denied, or terminated, if the CLB participant or member of his/her immediate family no longer suffers from a catastrophic illness or injury, or if the CLB participant supplied misleading, inaccurate, or incomplete information in order to obtain catastrophic leave. Such decisions shall be made by the Catastrophic Leave Committee.

6.9.24 No Grievances or Legal Actions:

The Association and any non-member participant agree that they will not file, on their own behalf or on behalf of any participant or unit member, any grievance, claim, administrative action, or lawsuit related to the CLB. The Association and any non-member participant also agrees that they will not file, on their behalf or on behalf of any participant or bargaining unit member, any grievance, claim, administrative action, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

6.9.25 Employee's Return from Leave:

Upon a participant's return from catastrophic leave granted pursuant to this Article, the District shall return the participant to the same position, subject to all the requirements and limitations of law, including but not limited to the Americans with Disabilities Act, the California Fair Employment Housing Act, FMLA, and CFRA.

6.9.26 Termination of the Catastrophic Leave Bank:

If the CLB is terminated for any reason, the days remaining in the CLB shall be equitably distributed among the participants of the CLB currently employed in the District.

6.9.27 The provisions of this Article and the CLB shall be limited by the effective dates of this collective bargaining agreement and shall automatically terminate at the end of this Agreement unless the District and Association agree in writing to continue the CLB and this Article beyond the contract term.

6.9.28 All certificated employees who currently use catastrophic leave granted under the terms of the prior collective bargaining agreement are entitled to use that leave under the terms of the prior collective bargaining agreement until all such leave has been used or

their catastrophic illness or injury ends. If further catastrophic leave is then needed by such certificated employees, such requests shall be made pursuant to the provisions of this new Catastrophic Leave Bank, but only if such employees become participants in the new CLB.

ARTICLE 7 - SAFETY

7.1 The District and the Association have a joint intent that Members work in safe working conditions.

A Member who becomes aware of an unsafe condition shall promptly notify the site administrator and confirm the report in writing, on a District approved form, but no later than two working days after the Member becomes aware of the condition.

The site administrator shall respond in writing to the Member regarding the reported condition as soon as possible, but no later than five working days after the Member's report, as to whether the District agrees that an unsafe condition exists, what actions are being taken to respond to the condition, and a projected response date. Should circumstances prevent actions in response by the projected date, the Member shall be notified on or before that date of a new projected date for action.

Once a Member has provided notice in accordance with this Article, the District will assume all liability for the condition, as long as the Member is working within the course and scope of the Member's employment.

The District will assure that training for Members is provided annually by October 15 at each site to provide information to Members regarding the Discipline Plan, Safe Schools Plan, and Safety Handbook, and will assure that each Member will be provided a copy of the Safety Handbook, the Discipline Plan, and the Summary of the Safe Schools Plan, with annual updates. The Association may select Members to assist with the development of the Safety Handbook.

The Association may appoint two members to the District Safety Committee. The Safety Committee shall review safety conditions and issues in the District, and shall make recommendations to the District concerning safety issues. The Safety Committee shall meet at least quarterly, and shall provide copies of its minutes to the Association within fifteen days of each meeting.

ARTICLE 8 – TRANSFERS

8.1. Introduction

An effective and productive transfer is a professional responsibility of Members and a management duty of the District. To carry out this responsibility, teachers are expected to become familiar with the program and goals of the site to which they seek a transfer. A teacher who transfers to a new site should be prepared to carry out the duties of the position to which he/she has transferred, and should be aware that he/she will be evaluated his/her first year at the new site. The District will carry out its responsibility by posting openings, and after openings are posted, the District will conduct a “Transfer Fair” where information will be provided by site staff about each site. Members who are interested in transferring to a site should attend the Fair. Members may also use other means to become knowledgeable of the instructional program at the site in which the Member is interested.

8.2 Definitions

For sake of clarity, the following defined terms will be capitalized throughout Article 8.

8.2.1 Transfer: A Transfer is defined as a change in a Member's assignment from one site to another site or a change in track at a site.

8.2.2 Involuntary Transfer: An Involuntary Transfer is defined as a transfer initiated by the District, which removes a Member from the Member’s existing site. An Involuntary Transfer will not be made in an arbitrary or capricious manner.

8.2.3 Non-Voluntary Track Transfer: If a Member is reassigned to a different track at the same site without the Member volunteering to do so, this will be considered a “Non-Voluntary Track Transfer ” for the purposes of this Article, and the Member will have Non-Voluntary Track Transfer rights District-wide.

8.2.4 Voluntary Transfer: A voluntary transfer is defined as a Transfer initiated by the Member and approved by the District.

Reassignment: A Reassignment is defined as a change in a Member’s teaching assignment from one grade to another grade at the same, or from one subject to another subject at the same site, but which does not change the Member’s track or school site.

Vacancy: A Vacancy is defined as an unfilled employment position to which no Member is assigned. Whenever there is a Vacancy at a school site the Principal may allow Members at that school site to fill those vacancies, as outlined in Paragraph 8.5.

8.2.6.1 For the purposes of defining a Member's right to a Voluntary Transfer or Involuntary Transfer as described in this Article, a Vacancy only exists after school sites have completed all Non-Voluntary Track Transfers at the site, have internally posted openings at the site, and have allowed teachers already at the site to request an internal Voluntary Transfer to positions in different grades or on different tracks that are open at that site.

8.3 Involuntary Transfers

A Member will be informed of an Involuntary Transfer as soon as possible after the needs of the District have been ascertained. A Member who is to be Involuntarily Transferred shall have the right to indicate preferences from the current list of vacancies. If more than one alternative is available, a Member's preference will be given consideration. If two or more Members who are being involuntarily transferred indicate a preference for the same position, the decision as to which Member shall receive the position shall be considered based on the needs of the District, required credentials, related assignment experience and District seniority. District seniority will be the deciding factor when all else is equal.

A Member who is Involuntarily Transferred after the first working day of the school year shall be provided with two (2) working days of release time for planning and preparation.

If a Member is Involuntarily Transferred, he/she may have an informal hearing with the Assistant Superintendent for Human Resources ("ASHR") and the site principal/s involved. The Member may request Association representation at this/her request.

Any Member who is Involuntarily Transferred shall have the right to request a transfer for the following year, and to have his/her preferences considered with the same priority as other involuntary transfers. However, the Member must request such a transfer and notify Human Resources in writing by March 15 of the school year prior to the requested start date of the proposed new assignment. If the Member is not transferred, the Member will have this same right each subsequent year until the member is transferred.

8.4 Non-Voluntary Track Transfers

8.4.1 A Member whose position on his/her existing track is eliminated shall have first consideration over all other Members for any open position on that same track at the Member's existing site. This constitutes a reassignment.

If such a Member seeks to remain on the Member's existing track and no position is open on that same track at the Member's existing school, then the Member will have Non-Voluntary Track Transfer rights District-wide. If the Member seeks an open position on another track at the same site, no priority consideration will be given

8.5 Voluntary Transfers

A Member shall submit a request for a Voluntary Transfer directly to the ASHR.

Transfers shall be considered based on the needs of the District, required credentials, related assignment experience and District seniority. District seniority will be the deciding factor when all else is equal.

A Member who is not selected to fill a vacant position may request a conference with his/her site administrator and/or ASHR to discuss future opportunities for lateral movement and/or career advancement.

A Member shall be permitted to exchange assignments with another Member at the same site or other site within the District for one school year with site Administrator approval and authorization by the ASHR or designee. Both exchanging Members will agree in writing to return to their original sites and assignments at the end of the one-year period if possible. A Request must be submitted prior to May 1st.

Vacancies

If a Vacancy occurs after the last posting and is filled without being posted, the Vacancy will be considered to be filled temporarily and will be posted as a Vacancy for the next school year.

A Member who is placed in a position under the procedure in 8.6.1, and who is then displaced from the Member's assignment as a result of the posting of the position as required in 8.6.1, has only Voluntary Transfer rights.

A list of vacancies shall be posted by April 15. Additional vacancies shall be posted every three weeks, and will close by no later than June 10. Vacancies will be posted a minimum of five (5) days before the position is filled. A position that is determined to be vacant on or after June 1 may be filled without notice. That Vacancy will be posted the following year. During intersession, such notices shall be sent to the Association office and to any Member who leaves stamped, self-addressed envelopes in the office of the Human Resources Department.

Reassignment

A Member will be informed of a Reassignment as soon as possible after the needs of the District have been ascertained.

A Member who is reassigned shall be provided with two (2) working days of substitute teacher assistance. This section will not apply to room changes for Members who are on year-round education unless these Members are reassigned after they have returned on-track.

Room Changes

A Member who is moved to a different classroom after the first working day of the school year or after the first working day of each year-round session shall be given as much notice as possible before the room change occurs. The affected Member shall be provided with two (2) days of substitute teacher assistance. This section does not apply to a room change that occurs when a Member returns at the beginning of the school year, or the beginning of a new session.

Special Assignments

A Member on special assignment outside the classroom who transfers (either voluntarily or involuntarily) back to the classroom shall be treated according to Paragraphs 8.1 to 8.6.

Half-time and Full-time Positions

When a half-time position is converted to a full-time position, the Member who currently holds the half-time position will be considered for a full-time position at that site, but will not receive preferential consideration for that increased position solely because he/she filled the half-time position. However, a position shall be maintained at the site for which the Member is credentialed.

The position held by the Member who serves as the complement to the Association president shall not be considered a half-time position for purposes of this Article.

Implementation of Revised Tracks at a Site

Whenever revised tracks are initially implemented at an existing school site, Members at that site will be allowed to indicate their choice of schedule at their existing grade level or subject matter at their existing site. Assignment will be made on the basis of needs of the District, required credentials, and District seniority. District seniority will be the deciding factor when all else is equal. In such a situation, Members who are already at the site will have first consideration over transfers from other sites.

The District shall evaluate and assess Member performance as it reasonably relates to the standards set forth in the California Standards for the Teaching Profession (CSTP), as follows:

Standard for Engaging and Supporting All Students in Learning

Standard for Creating and Maintaining Effective Environments

Standard for Understanding and Organizing Subject Matter

Standard for Planning Instruction and Designing Learning Experiences

Standard for assessing Student Learning

ARTICLE 9 – PROCEDURES FOR THE EVALUATION OF MEMBERS

9.1 Standard for Developing as a Professional Educator

The evaluation and assessment of Member performance Evaluation Procedure shall not include the use of publishers' norms established by standardized tests.

The evaluator and the Member shall meet for a pre-evaluation conference no later than eight (8) weeks after the beginning of the Member's school year to review specific goals and objectives related to those listed in 9.1. The evaluator and the Member shall attempt to reach agreement on the specific goals and objectives. There shall be two professional performance goals from the CSTP. Tenured teachers will choose one (1) standard and two elements or two standards and one element each. Probationary or Temporary teachers will select two (2) performance goals from Standard 1, 2, or 3.1. If the evaluator and the Member do not reach mutual agreement on the Member's specific goals and objectives, after ten (10) days a committee consisting of the evaluator, the Member, the Assistant Superintendent for Instruction and the Assistant Superintendent for Human Resources ("ASHR") shall meet to determine the specific goals and objectives. This Committee shall have the right to decide on such specific goals and objectives. The Member may attach a written statement indicating his/her disagreement with the specific goals and objectives. The Member, at his/her request, shall be entitled to representation by the Association, solely for the purpose of protecting the Member's contractual rights.

Evaluation options for tenured teachers will be provided at the Pre-evaluation conference. If a tenured member, who has chosen a designated evaluation option under the evaluation pilot program, does not meet the designated timelines by January 15th, the evaluation option will revert to an option prescribed by the District.

An Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the Member not later than thirty (30) days before the last school day of the Member scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. Upon receipt of an evaluation, a conference shall be scheduled between the evaluator and the Member to discuss the evaluation. The Member shall have the right to have Association representation at the conference. The Member shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Member's personnel file.

Evaluation and assessment of the performance of each Member pursuant to this article shall be made on a continuing basis, at least once each school year for probationary Members and at least every other year for Members with permanent status.

Each Member with permanent status who has completed at least ten (10) years of service in the District, and who is “highly qualified” under 20 U.S.C. Section 7801, and whose previous evaluation rated the Member as meeting or exceeding standards in all evaluation categories, shall be evaluated at least every three years, if the Member and the Member’s evaluator agree. The Member or the evaluator may withdraw consent to the three year evaluation cycle at any time, in which case the Member’s evaluation cycle shall be at least every other year.

Paragraph 9.5.1 was permitted by and created pursuant to California Education Code section 44644. If that provision is altered or removed from the Education Code, Paragraph 9.5.1 will be removed from this Agreement

The evaluation shall include, if necessary, recommendations as to areas of improvement in the performance of the Member. Prior to a Member receiving an unsatisfactory evaluation on any element of his/her evaluation, the following procedures shall have taken place:

The Member shall have been given prior written notice of any unsatisfactory performance. The written statement shall be specific and objectively stated.

The Member will be given specific recommendations for improvement and the District will make assistance available upon the Member’s request.

In the event that the Member does not agree with the written notice of unsatisfactory performance and/or with the recommendations for improvement, he/she may request a meeting with the ASHR, the Assistant Superintendent for Instructional Services and the evaluator. The Member will be entitled to Association representation at this meeting. The request for the meeting must occur within ten (10) days of the Member’s receiving the written notice or recommendations for improvement. The meeting will take place no later than ten (10) days after the request is received.

If the Member receives an unsatisfactory rating on any element of his/her evaluation, he/she will also receive on the evaluation form:

The specific reasons for the unsatisfactory rating;

The assistance that will be given for improvement;

The recommendations for improvement;

A statement as to whether the Member will be placed on a program for improvement as outlined in 9.7. of this Article.

If a member receives an overall unsatisfactory rating, or an unsatisfactory in the areas of curriculum and instruction, the member shall also be required to participate in the Peer Assistance and review Program (PAR) pursuant to Article 10.

If a Member receives an unsatisfactory rating on any element(s), he/she will be evaluated on that element the following year.

No Member shall receive an unsatisfactory evaluation unless that Member has received at least two (2) formal observations prior to the unsatisfactory evaluation. For permanent teachers at least one formal observation shall occur prior to January 15th in a year in which evaluation is to occur. For Temporary or Probationary teachers at least one formal observation shall be completed prior to week 12 of the Member's school year. For purposes of this provision a formal observation will be defined as an observation preceded by a conference between the evaluator and evaluatee, and followed by a Post-Observation Conference which shall be scheduled as soon as practicable between them to discuss the observation. Prior to the observation the Pre-Observation form shall be completed by the evaluatee and reviewed by the evaluator during the Pre-Observation Conference. If the written observation is not presented at the Post-Observation Conference it will be provided thereafter to the Member as soon as practicable. The Post-Observation conference shall be scheduled prior to the next observation. The formal observation shall at a minimum last through the presentation of a lesson or thirty minutes.

Any Member who receives a negative evaluation shall participate in a program designed to improve the appropriate areas of the Member's performance. The program may be initiated at any time during the Member's school year but shall last at least eighty (80) of the Member's school days.

The program shall relate to the unsatisfactory area(s) and shall include the following:

Notification of the negative evaluation through a meeting held between the evaluator and the Member at which the program as defined in the Agreement is presented to the Member.

Design of a specific program to improve appropriate areas of the Member's performance through a committee consisting of the evaluator, ASHR and resource persons designated by the evaluator and/or the ASHR. Members may be used as resource, but they will not serve on the committee and are specifically excluded from participation in any evaluation of another Member or in making recommendations for dismissal procedures.

The Member will be observed by the evaluator at least once every twenty (20) school days with a follow-up conference held as soon as possible after the observation. These observations will occur for at least a period of eighty (80) of the Member's school days. In the conference the evaluator will present specific details regarding areas in which improvement has been demonstrated by the Member, and areas in which improvement is necessary. Suggestions for improvement will be included in the evaluation summary/report.

Whenever necessary, a memorandum stating the evaluator's specific concerns regarding the Member's performance and specific suggestions for improvement will be given to the Member.

During this period of no less than eighty (80) days the ASHR and/or his/her designee other than the site administrator will observe the Member at least two (2) times with a follow-up conference as outlined in 9.6.6.

Before May 15 or at any time prior to May 15, notification will be given to the Member regarding one of the following:

Release of the Member from the program for improvement.

Unsatisfactory evaluation and required continued participation by the Member in the program for improvement.

Procedures for dismissal as provided for in the Education Code.

ASHR, the immediate supervisor, or his/her designee shall normally conduct evaluations. Members are specifically excluded from participation in any evaluation of another Member or in making recommendations for dismissal procedures.

If, during the term of this Agreement, the Legislature should modify the Education Code, Sections 44660 through 44664, this Article shall be reopened for negotiations.

The District may conduct a reasonable number of evaluations and assessments. The District may visit classrooms or other job locations at any time.

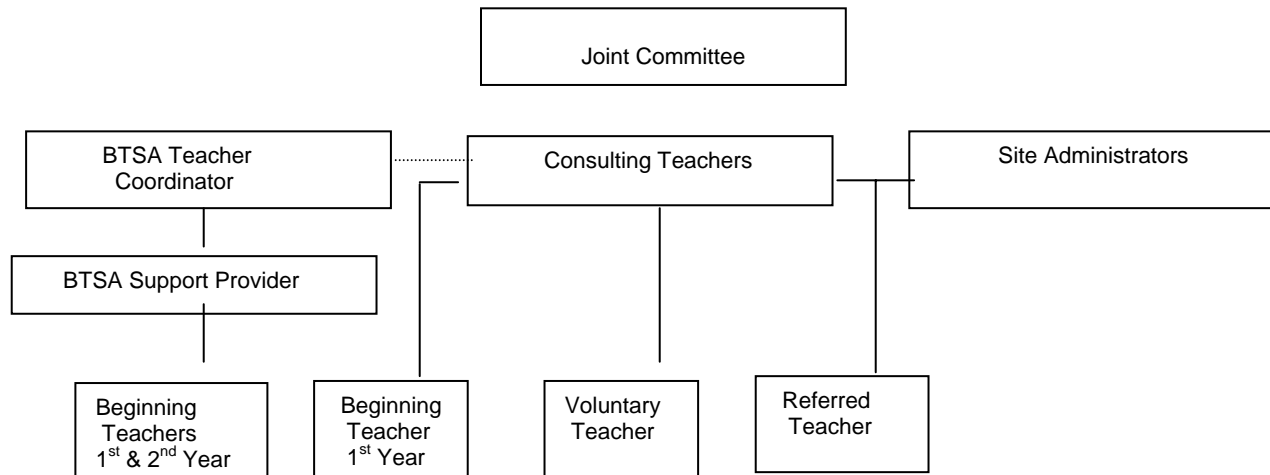
The District will prepare and utilize evaluation forms relating to the evaluation and assessment of the job performance of each Member. Prior to the adoption of any evaluation forms, the District shall consult with the Association to assure compliance with this Agreement.

ARTICLE 10 - PEER ASSISTANCE AND REVIEW PROGRAM

10.1 Statement of Interests for Peer Assistance and Review Program: The Association and the District agree that optimum student performance can only be achieved if there is a fully qualified teacher in every classroom. For that reason, and pursuant to Education Code Sections 44500-44508, the District and the Association have entered into this Article implementing the Peer Assistance and Review Program (“PAR Program”).

10.1.1 The purpose of the PAR Program is to provide quality support and assistance to new and veteran teachers. The program ensures the best apprentice teachers earn tenure in the District and that veteran teachers receive assistance as needed to improve quality education for all students. The outcome is superior instruction for students in the District.

10.2 The PAR Program’s overall structure shall be as follows:



10.3 Joint Committee. The PAR Program shall be overseen by a Joint Committee. The Joint Committee shall consist of seven members, four of whom shall be certificated classroom teachers who are appointed to serve by the Association. Members will serve terms of up to three years. Members who have served a term must be off the Joint Committee for at least one year before being selected again. The District shall choose the three administrator members of the Joint Committee. The chair will be selected by the Joint Committee and will be rotated on an annual basis between the Association and District.

10.3.1 The Joint Committee shall establish its own meeting schedule. To meet, five (5) members of the Joint Committee must be present. For the Joint Committee to vote, a majority of those present must be teachers. The Joint Committee shall attempt to make decisions by consensus. However, if a consensus cannot be reached, a simple majority shall prevail. Joint Committee meetings shall take place during the regular teacher workday or after school. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. The cost for substitutes will come from PAR Program funds.

10.4 Joint Committee's Duties and Responsibilities. The Joint Committee's duties and responsibilities shall be:

1. To administer the PAR Program;
2. To establish the operating rules and procedures for the Joint Committee;
3. To select the Panel of District Consulting Teachers and Site Consulting Teacher (if applicable);
4. To determine the annual training for the Joint Committee;
5. To oversee training for Consulting Teachers;
6. To develop the PAR Program budget, with the limit that the Joint Committee will not spend more money on the PAR Program than is funded and received from the State, unless mutually agreed upon by the Association and District, and within the requirement that not more than five percent (5%) of the funds received by the District for PAR may be expended on administrative costs;
7. To evaluate the PAR Program annually;
8. To send written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site Principal;
9. To make available the list of Consulting Teachers for selection by the Participating Teacher;

10. To oversee and distribute Beginning Teacher Induction Program guidelines as developed by the Consulting Teachers;

11. To adopt rules and procedures for the PAR Program, and distribute same to all bargaining unit members and administrators;

12. To establish procedures and criteria for application for Consulting Teacher positions, and for renewal of Consulting Teachers;

13. To determine the number of Consulting Teachers in any school year based upon participation in the PAR Program, funding available from the State for the PAR Program, and other relevant considerations;

14. To review final reports prepared by the Consulting Teachers; and

15. To make final recommendations to the Governing Board if the Referred Participating Teacher has not shown progress and should not continue in the PAR Program.

10.5 All documentation and information related to the PAR Program shall be regarded as personnel matters, within the scope of and subject to the personnel record exemption in Government Code 6250.

10.6 Consulting Teachers. A Consulting Teacher is a teacher selected by the Joint Committee to provide assistance to Participating Teachers enrolled in the PAR Program. Only permanent Association Members shall be Consulting Teachers. Qualifications for Consulting Teacher shall be set forth in the PAR Program Rules and Procedures, provided, however, that Consulting Teachers shall meet the following minimum qualifications:

1. Possess a clear California Credential;
2. Have permanent status as a District teacher;
3. Have at least five (5) years of experience as a classroom teacher;
4. Possess demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of

range of teaching strategies necessary to meet the needs of pupils in different contexts.

10.6.1 To apply for the position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of the applicant's expertise. All applications and references shall be treated with confidentiality.

10.6.2 Consulting Teachers shall be selected by the Joint Committee by April 1 in each school year (if applicable). Prior to the selection of Consulting Teachers, a minimum of two representatives of the Joint Committee will conduct a classroom observation and interview with each Consulting Teacher candidate. At least one teacher and one administrator shall participate in the classroom observation.

10.6.3 A Consulting Teacher shall be provided full release time (if applicable). The term of the Consulting Teacher may be one, two or three years, unless the Joint Committee does not renew the Consulting Teacher's term. The Consulting Teacher must be notified by March 15 of the preceding school year in order to be placed in his/her prior assignment. After serving three years, a Consulting Teacher must return to the classroom for one year before reapplying. The terms shall be staggered in order to provide continuity and collegial support among Consulting Teachers.

10.6.4 Functions performed pursuant to this article by Members of the bargaining unit shall not constitute either management or supervisory functions. The Consulting Teacher shall continue to have all rights of other bargaining unit members. In addition to the Consulting Teacher's regular salary, a Consulting Teacher shall receive an additional minimum of \$2500 as a CT stipend, and a mileage allocation. The Joint Committee may recommend an increase to this stipend to the respective negotiating teams.

10.6.5 Upon a Member's completion of service as a full-time released Consulting Teacher the Consulting Teacher shall be returned to the assignment occupied before the Member become a Consulting Teacher, or to a mutually agreed upon assignment. The temporary teacher in that position shall have site rights.

10.6.6 Consulting Teachers shall have the responsibility for no more than a reasonable number of Participating Teachers. Participating Teachers include: Referred, Voluntary,

and Beginning Teachers. Each Referred Participating Teacher shall receive no less than a reasonable number of hours of assistance per trimester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in the Consulting Teacher's professional judgment, will assist the Participating Teacher.

10.6.7 The Consulting Teacher shall meet individually with the Referred Participating Teacher and principal to discuss the PAR program and thereafter develop a PAR plan.

10.6.8 A Consulting Teacher shall not evaluate or participate in the evaluation of any teacher with whom the Consulting Teacher works.

10.6.9 The Consulting Teacher shall regularly meet with the Referred Participating Teacher to share data as outlined by the Joint Committee.

10.6.10 A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within ten (10) calendar days, to the Joint Committee. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

10.7 Participating Teachers: A Participating teacher is a Unit member who receives assistance and coaching to improve instructional skills, classroom management, subject matter knowledge, and related aspects of teaching performance as stated in the Agreement. There are three (3) categories of Participating Teachers: Referred Participating Teachers, Beginning Participating Teachers, and Voluntary Participating Teachers.

10.7.A The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program.

10.7.1 Referred Participating Teachers

10.7.1.A A Referred Participating Teacher is a teacher who receives an overall rating of unsatisfactory on the final evaluation or an unsatisfactory rating in areas of curriculum or instruction, as provided in the evaluation article of the Agreement, and who is directed to participate in the PAR Program by the District.

10.7.1.B A Referred Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Joint Committee with the approval of the Joint Committee. Every effort will be made to accommodate the Participating Teacher's request. 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 or Consulting Teacher with the approval of the Joint Committee. The Referred Participating Teacher shall have the right to present reasons in writing to the Joint Committee.

10.7.2 Beginning Participating Teachers

10.7.2.A Teachers who are in the first and second year of their profession shall be part of the PAR and BTSA Programs and shall receive assistance. The structure and length of this participation will be based on funding and program needs.

10.7.3 Voluntary Participating Teachers

10.7.3.A A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the 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 shall indicate areas in which he/she seeks assistance. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time. No report shall be written regarding a Volunteer Participating Teacher; only statistics, records and areas of

assistance as determined by the Joint Committee shall be recorded regarding such teachers.

10.7.3.B All communications between the Consulting Teacher and Volunteer Participating Teacher shall be confidential unless there is written consent from the Volunteer for disclosure, and shall not be shared with others, including the site principal, the evaluator, and the Joint Committee.

10.8 Principals' Roles Related to PAR Program: The role of site principals in the PAR Program shall be to:

- A. Meet with the Consulting Teacher and be available to the Consulting Teacher for questions;
- B. Continue to evaluate teachers according to the evaluation process in the Agreement;
- C. Refer to the PAR Program teachers who receive an unsatisfactory rating on the final evaluation as provided in the evaluation article of the Agreement;

10.9 PAR Program Operations: All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this article.

10.10 The District agrees to indemnify and hold harmless Association members in PAR Joint Committee, and Consulting Teachers, from any liability arising out of their participation in the PAR Program as and to the extent provided for in Education Code Section 44503(c) and California Government Code Sections 810-825.

10.11 Evaluation of PAR Program: The Joint Committee shall evaluate the PAR Program. This evaluation may include:

- A. Interviews of the PAR program's participants, including Consulting Teachers and Participating Teachers;
- B. Surveys of the PAR Program participants, including Consulting Teachers and Participating Teachers;

10.11.1 The Joint Committee shall submit the annual evaluation of the PAR Program to the Board of Education and to the Association.

10.11.2 Based on its evaluation, the Joint Committee may recommend changes to the PAR Program to the Governing Board of Education and to the Association. Any changes to the PAR Program recommended by the Joint Committee can be implemented only through negotiations between the District and Association.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 General Provisions

11.1.1 A grievance is defined as a formal written statement on a District provided form by a Member or the Association alleging that the District has violated, misinterpreted, or misapplied an express term of this Agreement and that by reason of such violation, the Member's or the Association's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

11.1.2 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by the appropriate administrator. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.

11.1.3 A "day" for the purposes of this Article, unless otherwise defined herein, shall be defined as a Member working day.

11.2 Grievance Procedure

11.2.1 Step 1 [Informal Grievance Step]

Within twenty (20) grievant working days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) grievant working days of when the grievant could reasonably have known of the act or omission, the grievant must advise the immediate administrator of the grievance and meet with the immediate administrator regarding the grievance, to attempt to informally resolve the grievance.

11.2.1.1 (a) For the purposes of this Article, immediate administrator means the lowest level administrator with the authority to resolve the grievance.

11.2.1.2 Within twenty (20) grievant working days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) grievant working days of when the grievant could reasonably have known of the act or omission, and only after the grievant has met with the grievant's immediate administrator to attempt to informally resolve the grievance, the grievant may file

a written grievance with the Assistant Superintendent for Human Resources (“ASHR”), if the grievance has not been resolved by the end of the twenty (20) day period. The ASHR shall send a copy of the written grievance to the Association, the Labor Management Council (“LMC”), and the immediate administrator.

11.2.1.3 The written grievance shall set forth, on an prescribed form, the following information: the name of the individual grievant (or the Association), the date on which the grievance is being submitted, the date and site/location at which the grievable act occurred, the date on which the informal conference with the immediate administrator occurred, a clear, concise statement of the grievance, the circumstances of the alleged violation, the specific provisions of this Agreement alleged to have been violated, the specific remedy sought, and a choice by the grievant whether to request assistance from an interest-based problem solving facilitator.

11.2.2 Step 2 [Interest-based Problem Solving Grievance Meeting With Facilitator]

11.2.2.1 If the grievance cannot be resolved informally by the grievant and the immediate administrator, either the grievant or the District may request a facilitator, who will attempt to resolve the grievance using interest-based problem solving methods. The grievant will request a facilitator by indicating such choice on the grievance form, or by making a request to the ASHR for a facilitator. The District will request a facilitator by so advising the grievant and the Association in writing.

11.2.2.2 In order to implement this provision, the District and the Association, in coordination with the LMC, will train a group of Members, District administrators, and other District employees in interest-based problem solving techniques. Persons who have been so trained will be placed per mutual agreement on a list of facilitators who will be available to assist with the Step 2 facilitation procedure.

11.2.2.3 Within five grievant working days of receiving the request for a facilitator, the ASHR and the Association will choose, by mutual agreement, a facilitator from the facilitator list to assist with the interest-based resolution of the grievance, will notify the facilitator of his/her selection, and will notify the grievant and the immediate administrator of the facilitator's selection.

11.2.2.4 Within ten (10) grievant working days of his/her selection, the facilitator will coordinate with the grievant and the immediate administrator to schedule a date, time and location for a facilitated informal grievance meeting, and will meet with the grievant and immediate administrator and attempt to resolve the grievance using interest-based problem solving techniques. If possible, the first facilitated meeting will take place within twenty (20) grievant working days of when the grievable act occurred. At the facilitated meeting, the goal will be to have no more than two representatives present per party, not including the grievant and the immediate administrator.

11.2.2.5 The parties shall hold at least one facilitated meeting using interest-based problem solving techniques to attempt to resolve the grievance.

11.2.2.6 If the informal grievance is resolved by the parties and facilitator, within five (5) grievant working days of the grievance's resolution the facilitator shall prepare, and the grievant and immediate administrator shall agree to, a joint facilitated resolution memorandum stating the substance of the informal grievance and the terms of the facilitated resolution. A copy of the memorandum shall be given by the facilitator to the ASHR, who shall promptly distribute a copy of the memorandum to the Association, the LMC, the grievant, and the immediate administrator. The Association shall have five (5) grievant working days from its receipt of the memorandum to review and accept or reject the proposed resolution as binding on the Association, or to agree that it will not be precedent setting.

11.2.2.7 Within two grievant working days from the end of each facilitated meeting that does not resolve the grievance, the parties can either:

- (a) Mutually agree to hold another facilitated interest-based problem solving techniques meeting; or
- (b) Either party may request in writing that the Step 2 process end, if either party feels the Step 2 process will not resolve the grievance.

11.2.2.8 Within three grievant working days from the end of each facilitated meeting that does not resolve the grievance, and if no additional facilitated meeting has been mutually agreed to by the parties, the facilitator will notify the ASHR on an agreed form that the informal grievance was not resolved.

11.2.2.9 Within five grievant working days of the date the ASHR receives notice from the facilitator that the informal grievance was not resolved through the facilitated meeting process, the ASHR will give notice to the grievant, the Association, and the immediate administrator that the facilitated interest based problem solving meeting did not resolve the grievance. Said notice will terminate Step 2.

11.2.3 Step 3 [Appeal to Assistant Superintendent for Human Resources]

11.2.3.1 Within ten (10) grievant working days from the date of the facilitated meeting that did not resolve the grievance, or within ten (10) grievant working days from the date of notice from the ASHR that the facilitated Step 2 meeting did not resolve the grievance (whichever is later), the grievant may file a Step 3 appeal in writing with the ASHR. The ASHR shall provide a copy of the written Step 3 appeal to the Association and to the grievant's immediate administrator.

11.2.3.2 The Member grievant (or the Association, if the Association is the grievant) shall have a conference with the ASHR regarding the grievance within five grievant (or Association) working days of the filing of the Step 3 appeal.

11.2.3.3 The ASHR shall make a written decision on the Step 3 grievance within ten (10) calendar days after receiving the Step 3 grievance, and such decision will terminate Step 3. The ASHR shall provide a copy of the written Step 3 decision to the grievant, to the Association, and to the grievant's immediate administrator.

11.2.4 Step 4 [Mediation/Advisory Arbitration]

11.2.4.1 If the grievant is not satisfied with the Step 3 decision, within ten (10) grievant working days after the termination of Step 3 the grievant may submit a written request to the ASHR requesting the appointment of a mediator/advisory arbitrator to mediate and give an advisory opinion on the grievance (the “Step 4 request”). The request shall include a copy of the original grievance, the Step 3 decision, and a clear, concise statement of the reasons for the request. The ASHR shall promptly provide a copy of the request to the Association. Within three grievant working days of receiving the request, the ASHR shall request the California SMCS to appoint a mediator to mediate the grievance, unless the Parties agree to an alternative mediator/advisory arbitrator.

11.2.4.2 The mediation/advisory arbitration shall be held within fifteen (15) calendar days of the receipt of the Step 4 request by the ASHR, unless the SMCS is unable to provide a mediator within that period, in which case the mediation/advisory arbitration shall occur as soon as possible.

11.2.4.3 The mediator/advisory arbitrator shall mediate between the Parties regarding the grievance and shall be asked by the Parties to use the interest-based problem solving approach. The mediation process shall be confidential.

11.2.4.4 If the mediation results in an agreement between the Parties that resolves the grievance, the agreement will be reduced to writing. The agreement shall not, however, be precedent setting unless the Parties mutually agree that it shall constitute precedent.

11.2.4.5 If the mediation does not resolve the grievance, the mediator/advisory arbitrator shall be requested to render an advisory opinion. This advisory opinion shall be in writing, unless the mediator is unwilling to provide a written opinion. In that case, the advisory opinion shall be oral. The mediator shall be advised at the time of appointment of this aspect of the District/Association mediation process.

11.2.4.6 The mediator/advisory arbitrator shall communicate a decision to the Parties within twenty (20) calendar days after the conclusion of the mediation/advisory arbitration, and such a decision will terminate Step 4. This decision may be submitted by either Party at later steps in the grievance process, except that it may not be introduced as evidence or otherwise submitted in binding arbitration. [Other discussions during the mediation process, including but not limited to any offers of settlement or admissions, may not be used by either party in the subsequent grievance/binding arbitration process.]

11.2.4.7 At any time after fifteen (15) grievant working days have passed from the conclusion of the mediation/advisory arbitration, if the mediator/advisory arbitrator has not yet communicated a decision to the Parties, the grievant may proceed to Step 5.

11.2.4.8 All costs for services of the mediator, including, but not limited to, per diem expenses, and the mediator's travel and subsistence expense, will be borne equally by the District and the Association if the Parties opt to use a mediator that is not provided by the SMCS. All other costs will be borne by the party incurring them.

11.2.4.9 At the conclusion of the mediation/advisory arbitration, the Superintendent shall review the results of the mediation/advisory arbitration and consider whether to reverse or modify the Step 3 decision denying the grievance.

11.2.4.10 Step 4 shall terminate either twenty (20) calendar days after the conclusion of the mediation/advisory arbitration, or on the date that the District and Association receive the decision by the mediator/advisory arbitrator, whichever is earlier.

11.2.5 Step 5 [Appeal to Superintendent]

11.2.5.1 In the event the grievant is not satisfied with the decision at Step 4, the grievant may appeal the decision in writing to the Superintendent within five (5) grievant working days after the termination of Step 4.

11.2.5.2 The Step 5 appeal shall include a copy of the original grievance, the decision rendered at Step 4, including the mediation/advisory arbitration decision, a clear, concise statement of the grievance, the circumstances of the alleged violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought, and copies of the notice or memorandum received from the facilitator and the mediator's advisory opinion. The grievant (or Association) shall have a personal conference with the Superintendent regarding the grievance.

11.2.5.3 The Superintendent shall make a written decision on the Step 5 grievance within ten (10) calendar days after receiving the Step 5 grievance, and such decision will terminate Step 5. The Superintendent shall provide a copy of the written Step 5 decision to the grievant, to the Association, and to the grievant's immediate administrator.

11.2.6 Step 6 [Appeal to Board of Education]

11.2.6.1 If the grievant is not satisfied with the Step 5 decision, the grievant may file a written appeal within five (5) grievant working days with the Board of Education. This appeal shall include a copy of the original grievance, the decision rendered at Step 5, a clear, concise statement of the grievance, the circumstances of the alleged violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought, and copies of the notice or memorandum received from the facilitator and the mediator's advisory opinion.

11.2.6.2 The Board shall review the request for a Step 6 appeal and notify the grievant within fifteen (15) calendar days of its decision, or within two days of its next scheduled Board meeting (whichever is later) whether to review the Step 5 decision. The Board shall review the Step 5 decision if a majority of the Board votes to review the decision. If the Board declines the request for review, that decision will constitute a termination of Step 5 and the decision of the Superintendent will become final immediately upon notice that the Board has

declined review. If the Board grants review of the appeal, it shall schedule a closed session hearing (unless the grievant requests an open session) on the appeal as soon as reasonably practicable, but no later than fifteen (15) calendar days after its decision to accept review of the Step 5 appeal.

11.2.6.3 If a majority of the Board votes to review the Step 5 decision, the Board may, at its discretion, request that evidence be presented in addition to the written documentation submitted by the grievant with his/her Step 5 appeal and the District's written response to the Step 5 appeal. The additional evidence may take any form the Board shall direct. The Board shall have discretion to decide the amount of time to be granted to each side to present its evidence, but in no event will the grievant or Association be provided less than thirty (30) minutes to present its evidence to the Board. The Board may ask questions of the person giving the oral presentation. The thirty minutes shall not include time for answering questions or engaging in discussion with the Board during the presentation. Generally, the Board may control the manner, nature, and length of the presentation of the additional evidence. The Parties agree that formal procedures, such as those required by the Administrative Procedure Act, are not required.

11.2.6.3 (a) After hearing the additional evidence, the Board shall meet in closed session to make a decision on the merits of the grievance. The Association and the grievant shall not be present during the Board's closed session to decide the grievance. The Board may, in its discretion, meet in closed session immediately after the close of the presentation of evidence, or, as soon as is practicable thereafter, but in no event more than seven (7) calendar days after the close of the evidence.

11.2.6.4 The Board may also, at its discretion, determine the appeal based solely on the written documentation submitted by the grievant with his/her Step 5 appeal, and on the District's written response to the Step 5 appeal. The Board shall review the written record and make a decision based on such record. If the Board proceeds based solely on the written record, the Board shall meet in closed

session to make a decision on the merits of the grievance. The Association and the grievant shall not be present during the Board's closed session to deliberate on and decide the grievance. However, the Board shall in such case allow the grievant and/or his/her representative not less than a thirty (30) minute period to make a statement to and provide information to the Board in closed session, prior to the Board's commencement of its deliberations on the grievance. The Board may also ask questions or request clarifications after the end of the thirty (30) minute period. The thirty (30) minute period shall take place at the beginning of the regular Board meeting, or in a special Board meeting. The parties agree that the District may present information and evidence to the Board at the conclusion of the thirty (30) minute Association presentation, and that the Association and/or grievant do not have a right to be present during the District presentation.

11.2.6.5 The Board shall render a written decision on the Step 6 appeal and notify all parties of such decision within thirty (30) calendar days of the Board's receipt of the written Step 6 appeal, or within ten (10) calendar days of the Step 6 hearing, whichever period is longer. Such decision will become final on the date that the Board notifies both parties of its decision.

11.2.6.6 The Board may, in its discretion, at any time after the granting of review, remand the grievance back to the Superintendent for a redetermination by the Superintendent, with instructions to consider additional facts or issues that were not previously considered by the Superintendent. The grievance process shall then revert back to Step 5. The Board may also, in its discretion, limit the Step 6 appeal hearing to only a single issue for Board decision, and then remand the remaining issues to the Superintendent for a redetermination of the grievance.

11.2.6.7 The Board may, in its discretion, include the Superintendent or other District staff, and its legal counsel, in any closed session at which it is deliberating on and making a decision on a grievance.

11.2.6.8 The Board's decision on the Step 6 grievance shall be final and non-appealable, subject only the right of the Association to proceed to binding arbitration.

11.2.7 Step 7 [Binding Arbitration]

11.2.7.1 If the grievant or Association is not satisfied with the disposition of the grievance at Step 6, the grievant (with the Association's consent) or the Association, within fifteen (15) grievant working days of the Board's decision at Step 6, may submit the grievance to binding arbitration by providing notice of intent to arbitrate to the ASHR on an agreed to form. In such cases, the parties shall request a list of arbitrators from the American Arbitration Association ("AAA") in accordance with AAA procedure, or the Parties may select an arbitrator from a list of arbitrators agreed to in advance by the Association and the District pursuant to a Memorandum of Understanding.

11.2.7.2 The information provided to the arbitrator shall include a copy of the original grievance, the decision rendered at Step 6 (or Step 5, if applicable), a clear, concise statement of the grievance, the circumstances of the alleged violation, including the specific provisions of this Agreement alleged to have been violated, the date(s) of the facilitation sessions, and the specific remedy sought.

11.2.7.3 A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall be established in each case by flipping a coin, with the loser of the coin toss striking first. After the process of striking is complete, the one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list by both parties.

11.2.7.3 (a) Instead of alternately striking names, in a given case the Association and the District may stipulate to any arbitrator on the list.

11.2.7.4 Only once in each arbitration, and prior to commencing the striking process, either party may elect to peremptorily discard an entire list of arbitrators provided by the AAA. The party, which elects to discard an entire list, shall pay in full for the cost of the replacement list from AAA.

11.2.7.5 If any questions arise as to the arbitrability of the grievance, including but not limited to questions regarding the timeliness of the grievance, such questions shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

11.2.7.6 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator, with the parties being afforded sufficient time to prepare for the arbitration. Hearings shall be confined to District working days. The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Article. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted for arbitration. The arbitrator will not have any power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as the arbitrator judges to be proper. The award of the arbitrator shall be submitted to both parties. The decision of the arbitrator will be final and binding upon the parties.

11.2.7.7 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

11.2.7.8 The arbitrator shall be provided all available documents relating to the grievance. Parties in interest shall be given at least ten (10) calendar days prior notice of scheduled hearings, unless the Arbitrator's schedule reasonably requires

lesser notice. Parties in interest and their representatives shall have the right to be present at such hearings.

11.2.7.9 All costs for services of the arbitrator, including but not limited to per diem expenses, the arbitrator's travel and subsistence expense, 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 party incurring them.

11.2.7.10 If any party requests a transcript of the proceedings, that party shall bear the full costs for creating said transcript. If the other party then requests a copy of the transcript, that party shall pay to the original requesting party one-half (½) of the cost of the transcript, along with one half of the court reporter's fee.

11.2.7.11 Upon mutual agreement of the District and Association, the arbitration may proceed under expedited rules of the American Arbitration Association. Notice of such mutual agreement shall accompany the request to AAA for a list of arbitrators.

11.2.7.12 If a matter falls within the scope of this grievance article, and is therefore subject to binding arbitration, the grievant and the Association shall be barred from filing a legal action against the District regarding the subject matter of the grievance, except as otherwise provided by law. The decision of the arbitrator shall be final and binding on the parties to the grievance, except as otherwise required or allowed by law.

Miscellaneous Provisions

11.3 Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, including paragraphs 11.4 and 11.5, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any step, the running of the time limit shall be deemed a denial of the grievance at that step and a termination of that step, and the grievant may proceed to the next step.

11.3.1 For the purpose of calculating time limits under this Article, the first day (Day 1) of any time period shall be the first grievant working day after each event occurs. [e.g., If a grievable act occurs at 2:00 p.m. on Wednesday, December 1 (a grievant working day), the first day for the purpose of calculating the 20-day time limit to file a grievance would be Thursday, December 2 (if December 2 is a grievant working day).]

11.4 The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may also be extended by mutual consent. In addition, the grievant or Association may request and shall receive an additional five days for the completion of any step in the grievance process. Such a request can be made after a timeline has run, but only once during each Step in the grievance process.

11.5 Timelines as noted in this procedure may be adjusted at the request of either party, by mutual agreement. If either party requests a reasonable extension of a timeline prior to the expiration of the timeline, such request shall not be unreasonably refused by the other party. However, neither party is required to agree to multiple requests for extension of timelines by the other party.

11.6 Prior to the time that any deadline would run that would bar a grievance from proceeding, the District will provide a courtesy notice to the grievant and the Association that the deadline is pending.

11.7 Chapter Representation

The grievant shall be entitled upon request to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution of the grievance, and has been given a fifteen (15) calendar day opportunity to state its views on the grievance.

11.8 Confidentiality

In order to encourage a timely and fair review of a grievance, the Parties agree that it is the Parties' mutual intent that from the time a grievance is filed until it is processed through Step 6

of the grievance procedure provided herein, that the grievant, the Association, and the District shall not make public either the grievance or evidence regarding the grievance. The Parties further agree that the grievant, the Association, and the District shall not violate legal restrictions regarding the privacy and confidentiality of employee information at any time during the grievance process. Nothing in this provision shall prevent the Association or District from discussing the grievance within their respective governing bodies, or within the LMC, so long as confidentiality is otherwise maintained.

11.9 Grievance Files

The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in the grievance process, which may have derived from personnel files maintained by the District will be returned to those files without indication that they had been used in the grievance process.

11.10 Group Grievance

If SMEEA and the District mutually determine that the significant characteristics of a number of individual grievances are sufficiently alike such that it would be in the parties' best interests to consider this group of grievances as one grievance, they may mutually agree to do so. In such case, a group grievance would be initiated at Step 2 of this procedure.

11.11 Release Time

Grievance meetings will normally be scheduled so as not to conflict with pupil related duties. If this is not possible, reasonable release time will be provided to the grievant and one (1) representative to attend such grievance meetings as provided for in this Article.

11.12 Designees Allowed

In any case where this Article calls for the Superintendent, ASHR, Association President, or other person to perform any act under this Article, said person may designate a representative to act in his/her place.

11.13 Reprisals

No party shall take reprisals affecting the employment status of any unit member, party in interest, Association representative or other participant in the grievance process, by reason of such participation.

11.14 Forms

Forms for filing grievances and other related documents will be developed jointly by the District and the Association and will be made available in the Human Resources Department at the District Office, at each school site, and at the Association office.

11.15 Discovery

The parties in interest agree to make available to each other, upon reasonable request therefore, and when practicable within 15 days of request, all non-privileged information relevant to the grievance.

11.16 When a grievance meeting or hearing at any level of the grievance process is held during the work day, the grievant(s) and the Association representative shall be released for the duration of the meeting or hearing without loss of compensation. Any Member who is required to appear as a witness will be released from work only for that amount of time necessary to process the grievance or be a witness at a mediation or arbitration hearing, without loss of compensation. The grievant and Association representative will investigate and prepare for a grievance outside the instructional day, or while on Association time.

ARTICLE 12 - RETIREMENT

12.1 Reduced Work Schedule Program

Members who elect to participate in the Reduced Work Schedule Program ("RWSP") may reduce their workload and maintain retirement benefits pursuant to Education Code Section 22713, subject to the following conditions:

12.1.1 The Member must have reached the age of fifty-five (55) years, but may not be older than sixty-four (64) years of age when commencing participation in the RWSP.

12.1.2 The Member must make application by March 1 of the school year which precedes the school year in which he/she wishes to participate in the RWSP

12.1.2.1 No more than five Members may participate in the RWSP at any one time. A Member who is already enrolled shall have first rights to continue in the RWSP until that Member's participation ceases. As to Members who seek to newly enroll in the RWSP, applications shall be considered on a first come, first served basis, until the limit of five participating Members is reached.

12.1.3 A Member may participate in this program for not more than five (5) years, or age sixty-five (65), whichever comes sooner. If a Member enrolls in the RWSP, and then ceases participation at any point, the Member may not re-enroll in the RWSP.

12.1.4 A Member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

12.1.5 The option of participation in the RWSP must be exercised at the request of the Member and can be revoked only with the mutual consent of the District and the Member.

12.1.6 The Member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time

employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.

The Member shall receive employee health benefits in the same manner and to the same extent as a full time Member.

12.1.7 A Member's service under the RWSP shall start either on the first duty day of the school year, with one half of the school year being served in a consecutive manner thereafter, or in the last half of the school year, with the last day served being the last day of school, with all days being served in a consecutive manner.

12.1.8 A Member employed on a part-time basis under the RWSP shall receive the credit he/she would receive if employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to, based upon the salary that he/she would have received if employed on a full-time basis. The Member and District will both contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the Member were employed on a full-time basis.

12.1.9 The Reduced Work Schedule Program will be authorized only in those instances where an assignment satisfactory to the District and the Member can be established. The District has the right to select the teacher who completes the other half of the instructional year that is not served by the Member who is participating in the RWSP.

12.2 Early Retirement Incentive Program

An early retirement program is established for Members subject to the following conditions:

12.2.1 After ten (10) years of full-time satisfactory service in the District and attainment of fifty-five (55) years of age, a Member is eligible to participate in the District's Early Retirement Program.

12.2.2 The Member must make application by the January 15 date, which precedes the school year in which he/she wishes to participate in the program.

12.2.3 The District will limit the number of Members participating to a total of fifteen (15) at any one time. This limit may be exceeded at the discretion of the Board of Education.

12.2.4 Members choosing this program would be required to serve the District for a period of twenty-five (25) days during the school year. The time and place of the service would be mutually agreed upon.

12.2.5 Upon receipt of a written resignation from the Member, the District will agree to a five (5) year contract for services to be performed each year. The retiree may terminate the contract at any time.

12.2.6 Retirees will provide the District with special services and advice on such matters as: financial, economic, accounting, engineering, legal, administrative matters, improvement of educational techniques, and improvement of local educational programs.

12.2.7 Members who choose to become participants starting at age 55, shall receive an annual payment of \$12,000 for each year the Member works for 25 days a year for a maximum of five (5) years, and shall be paid a fee for services rendered as indicated below:

<u>AMOUNT</u>	<u>AGE</u>
\$12,000	55
\$12,000	56
\$12,000	57
\$12,000	58

Once electing to participate in the program, the retiree may not return to full-time teaching.

12.2.8 Compensation for services rendered shall be paid on the next available payroll after services are complete. .

12.2.9 Members who choose to participate in the ERIP beginning at age of 59-62 will be paid as indicated below: (these participants are excluded from 12.2.7) The retirement benefit set forth in this paragraph may be received by the Member as a lump sum, or in payments as specified by the Member, so long as all amounts

are received within five years of the Member's retirement date. No interest will be due on this retirement benefit if the Member elects to receive it over time.

<u>AMOUNT</u>	<u>AGE</u>	
\$45,000	59	No days
\$30,000	60	No days
\$15,000	61	No days
\$ 7,000	62	No days

12.3 A Member may participate in the Reduced Work Schedule Program (Section 12.1) and/or the Early Retirement Incentive Program (Section 12.2), not to exceed a combined total of five (5) years.

ARTICLE 13 - CLASS SIZE

13.1 Class size shall be at a level, which does not exceed state penalty class size standards and meets the educational standards of the District.

13.2 The District, in conjunction with the Association, will make a concerted effort to equalize class size and keep combinations at a minimum. A concerted effort would be made district-wide to keep class size in Grades 4-8 at 28:1 and K-3 at 20:1. A joint committee of representatives of the Association and the District Administration will meet during the first two weeks of the school year to consider ways and means to accomplish this objective. During the school year, if subsequent class size imbalances occur, either the Association or the District may call a meeting to consider ways and means to correct the difficulty. The Committee will also consider the subject of combination classes and will explore alternatives to reduce the number of such classes in the District and/or the number of students in such classes. (See Section 15.14)

13.3 School site committees will take District criteria which are the "common considerations," and from that list will develop site criteria for faculty to approve by majority vote.

List of Common Considerations:

1. Special needs of child
 - Spanish reader
 - Special Education
 - G.A.T.E.
 - Siblings of any of above
2. Family needs
 - Siblings
 - Choice, if all tracks and classes at that grade level are balanced
3. School needs
 - Balance class/track
 - Balance new students
 - Make up of class, i.e., ethnic, gender, ability, behavior, etc.
 - Maximize attendance
 - Minimize class size in combination classes

ARTICLE 14 - BENEFITS

14.1 Definitions: For the purposes of this Article, the term “employee health benefits” shall collectively refer to the benefits set forth in paragraphs 14.2 (health insurance), 14.3 (dental insurance), 14.4 (life insurance), 14.5 (disability income insurance), 14.7 (vision care), and 14.8 (cancer insurance).

14.1.1 For the purposes of this Article, the term “health benefits plan year” means the period in each year from October 1 to the following September 30.

14.2 Health Insurance

The District during the term of this Agreement shall provide the cost of health insurance coverage for all Members and their eligible dependents in a health plan that is at least equal to the Health Insurance Plan Summary attached to this Agreement as Appendix G.

14.2.1 A Member who is absent on account of illness and who has exhausted his/her accumulated paid leaves shall continue to receive full health insurance coverage to be paid by the District for that period of illness not to exceed twelve (12) months following exhaustion of said leave.

14.2.2 A Member on a District approved unpaid leave of absence shall continue to receive health insurance coverage for the period of the leave, provided the Member pays for these benefits.

14.3 Dental Insurance

The District during the term of this Agreement shall provide the cost of coverage of a dental insurance plan for all Members, that is at least equal to the Dental Insurance Plan Summary attached to this Agreement as Appendix G. The District and the Association agree that the per person cap on dental benefits will be \$2,000.

14.4 Life Insurance

The District during the term of this Agreement shall provide the cost of coverage of a decreasing life insurance policy that is at least equal to the Life Insurance Plan Summary attached to this Agreement as Appendix G.

14.5 Disability Income Insurance

The District shall provide all Members with an income protection plan that is at least equal to the Disability Income Insurance Plan Summary attached to this Agreement as Appendix G.

14.6 Tax Sheltered Annuities

Members may participate in a tax-sheltered annuity or Section 457 Plan of their choice with the District providing payroll deductions for this purpose.

14.7 Vision Care

The District during the term of this Agreement shall provide the cost of coverage of the vision insurance plan that is at least equal to the Vision Insurance Coverage Plan Summary attached to this Agreement as Appendix G.

14.8 Cancer Insurance

The District during the term of this Agreement shall provide the cost of coverage for all members and their eligible dependents for supplemental cancer insurance.

14.9 NOT USED

14.10 The District will only be obligated to pay a total amount per Member for employee health benefits as defined in Paragraph 14.1 that does not exceed \$9900 per Member per health benefits plan year.

14.10.1 The Association and the District agree to meet and negotiate as necessary prior to June 1 of each school year, both through the health benefits committee, and directly, to negotiate possible revisions to the employee health benefits plan descriptions and coverages. The purpose of such negotiations will be to reach agreement on a revised employee health benefits package that will have a projected cost of equal to or less than \$9900 per employee for the coming health benefits plan year that commences on the following October 1. If, prior to June 1, the Parties mutually agree on health benefit plan

changes that the Parties agree will reduce the projected cost below or equal to \$9900 per member for the coming health benefits plan year, then there will be no salary deductions effected during the following school year. If the parties cannot mutually agree on plan changes by June 1 sufficient to reduce the costs per member to below or equal to \$9900, then commencing on September 30 salary deductions will occur based on renewal projections as of June 10.

14.11 Duration of Benefits

14.11.1 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a Member's employment terminate during the school year, he/she shall be entitled to continue coverage under the life, health, dental and vision plans for a period not to exceed six (6) months. Such Member shall pay the premium for the continued coverage on a month-to-month basis with such payment to be in the Human Resources Department of the District 30 days prior to the month of coverage. Failure to meet this timeline shall constitute sufficient notice for the District to drop said coverage.

14.11.2 Should a Member's employment terminate following the last day of the school year and before the commencement of the ensuing school year such Member shall be entitled to continued coverage under the life, health, dental and vision plans until October 1 of the ensuing school year, provided that the carrier of said plans allows such coverage and the coverage does not increase the District's rate in any way.

14.12 Upon retirement a Member may participate in any District group insurance plans except salary protection upon prepayment to the District by the Member in a manner prescribed by the District not to exceed one year.

14.13 The District agrees to provide cost of coverage per month toward the health insurance premium of a Member who retires on or after July 1, 1978, subject to the following:

- 14.13.1. The Member must have served the District in a full time certificated position for ten (10) years immediately preceding retirement. For this purpose, District granted leave would not constitute a break in service for retirement or health and welfare benefits.
- 14.13.2 Retirement does not commence until the Member is at least age fifty-five (55).
- 14.13.3 Eligibility for benefits under this provision terminates on the first day of the month preceding the retiree's sixty-fifth (65th) birthday.
- 14.13.4 Dependent coverage may be purchased by the retiree in a manner prescribed by the District.
- 14.13.5 The District obligation for retiree health insurance benefits shall not exceed the District's obligations to current District employees under Section 14.10. If retirees owe a contribution for the cost of their health benefits, they shall be required to make such contribution commencing October 1.

Article 15 - Salaries

15.1 The District agrees to compensate Members with a salary increase on the salary schedule of five and one half percent (5.5%) for the 2006-2007 school year. This increase shall be effective on December 1, 2006. The District shall not pay or owe any interest on this increase.

15.2 The Salary Schedules for Members are attached hereto as Appendix A-D.

15.3 NOT USED

15.4 All Members who serve other than the required number of days as set forth in Article 5 for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

15.5 Credit hours for application to a Member's placement on the salary schedule will be taken from a regularly accredited college or university. A regularly accredited college or university is one that is a member of the Western Association of Colleges and Universities, or a college or university whose credits are acceptable and transferable to a college or university that is a member of the Western Association of Colleges and Universities. All other credits to be submitted for salary advancement shall have written approval by the Assistant Superintendent for Human Resources prior to taking the course or workshop.

15.6 Credits received from the successful completion of an accredited course from an accredited college or university since the time of receiving a Bachelor's Degree, regardless of whether such units are earned prior to or since employment by this District, will advance from one classification to another on the salary schedule.

15.7 In order for Members to advance to the next step on the salary schedule, they must be on paid status for seventy-five percent (75%) or more of the work year for their position.

15.8 The payroll period shall be defined as monthly, beginning with the first day a Member is required to report for duty. Salary payments shall be made not later than the last working day of the month, except for the month of December. Payment for December shall be made on the first working day of January. Salary payments for services in addition to the Member's regular assignment shall be made not later than ten (10) days following the last day of the payroll period in which the services were performed.

15.9 Column Movement

The District will advance Members to the appropriate column on the salary schedule. In the event that official transcripts are submitted to Human Resources within 10 days of the date they are available from the institution from which they were earned, but no later than December 1, the District will advance Members to the appropriate column on the salary schedule retroactively to July 1 of that school year. After December 1, Members may advance to the appropriate column on the salary schedule the payroll month after submitting official transcripts. All provisions of this Article are subject to the ability and procedures of the County of Santa Barbara and are effective only if and when such conditions are available to the District through the County.

15.9.1 Effective for all column movements after July 1, 2007, for a Member to advance to a higher column or columns, the Member must submit a Notice of Intent to Advance to the District Human Resources Department by September 1 in the year in which the Member intends to advance. Thereafter, if official transcripts are submitted by the Member to the Human Resources Department by December 1, the District will advance the Member to the appropriate column on the salary schedule retroactive to July 1 of that school year. If the Member submits a Notice of Intent to Advance after September 1, or submits official transcripts after December 1, then the Member will advance to the appropriate column on the salary schedule on July 1 of the following school year.

Submission of official transcripts after December 1 shall constitute a notice by the Member of intent to advance for the following school year.

15.10 Salary Guide - Lead Teachers

The salary of each Member who is designated as a lead teacher shall be compensated for extra duties and responsibilities in addition to regular salary schedule placement.

The additional compensation for these positions shall be computed by applying to the base salary of Column I on the salary schedule (Bachelor's Degree with no advanced units), a factor of .055.

15.11 Salary Guides - Special Assignments

The salary of a Member at the junior high level (7th and 8th grades) that serves in the capacity of and is designated as a counselor, coach, and/or department head, shall include compensation for extra duties in addition to regular salary schedule placement.

The additional compensation for these positions shall be computed by applying to the base salary of Column I on the salary schedule (Bachelor's Degree with no advanced units), a factor of .055. Coaches for each school will be determined by the principal from a list of volunteers of the respective 7th and 8th grade schools. Each band director shall be compensated for extra duties with an additional (5) percent factor of his/her regular salary schedule placement.

15.12 Teachers of Severely Handicapped

Teachers of the severely handicapped shall be compensated at a rate of .055 of the base salary in addition to their regular salary.

15.13 Hourly Rate

Members who provide extra services will receive compensation at a minimum of \$25.00 per hour.

15.14 Combination Classes

Members in Grades K-6 who are assigned a regular self-contained classroom with more than one designated grade level shall be compensated with an additional \$250 for the

year in which the assignment occurs. In order for the Member to receive the additional compensation the assignment must last twenty (20) working days. This will not include those Members in special education or opportunity classes. Team teaching will not constitute a combination class. The District will make a concerted effort to avoid combination classes in Grades 4-6. Members with combination classes for ten days or more in a month in Grades 3-6 will be paid \$50 per student per month for each student over 25.

15.15 Bilingual

A Member with a designated bilingual certification (non-emergency) will be compensated with a one time only stipend of \$500.

15.16 Anniversary Increments

15.16.1 The present basic program of anniversary increments shall be continued for columns 1 - 4 with the option of an alternate professional growth program or Staff Development Certificate Program. The District will provide professional growth or staff development increments for the length of this Agreement as follows:

<u>STAFF DEVELOPMENT CERTIFICATE PROGRAM</u>		<u>BASIC PROGRAM</u>	<u>PROFESSIONAL GROWTH PROGRAM</u>	
1-14 years	\$250	-----	15-19 years	\$1,500
		20-24 years	\$ 500	20-24 years \$2,000
		25 years	\$1,000	25 years \$2,500

The professional growth increments are not cumulative and are not based on any percentage factors.

15.16.2 Staff Development Certificate Program

Members in years 1-14 may participate in the Staff Development Certificate Program.

15.16.2.1 Any Member seeking to qualify for additional compensation under the SDCP shall submit an application on a form provided by the

District prior to May 1. The Member shall provide certification of thirty (30) hours of District approved inservice. Duplicate or repetitive training is not eligible for certification. Members who have participated in equivalent trainings outside of the District or training relative to a specialized area may submit their application to the Assistant Superintendent for Instructional Services for review.

15.16.2.2 Any Member whose application to participate in the SDCP is approved shall receive compensation that year and one subsequent year. Upon expiration of the stipend a Member may participate in SDCP and reapply for a subsequent stipend. Approved SDCP activities taken within a year of the stipend expiration are eligible for readmission to the SDCP.

15.16.3 Professional Growth

15.16.3.1 The Professional Growth Program is entered into pursuant to Government Code Section 3543.2(d).

15.16.3.2 Members are eligible for anniversary increments under the Basic Program pursuant to Section 15.18.1 of this Agreement. Any Member seeking additional compensation as provided in the Professional Growth Program shall comply with requirements outlined in this section, 15.18.3.

15.16.3.3 Any Member seeking to qualify for additional compensation under the Professional Growth Program shall complete and submit a written program application on a form to be provided by the District.

15.16.3.4 The program application shall be reviewed by the Professional Growth committee, which shall consist of:

- 15.16.3.4.1 Three members selected by the Association.
- 15.16.3.4.2 Three members selected by the District; and
- 15.16.3.4.3 The Assistant Superintendent for Human Resources or his/her designee and the Association President or his/her designee who shall serve as co-chairpersons of the Committee.
- 15.16.3.5 Either the Association or the District may change its selected member(s) at any time.
- 15.16.3.6 The Committee shall not approve any application unless the Committee, by majority vote, determines that the application and program meet the requirements of this section.
 - 15.16.3.6.1 An approved Professional Growth Program shall be defined as a program which contributes to a Member's competence, performance or effectiveness in the position which he/she currently holds or might reasonably expect to hold in the future or a program which contributes to the educational welfare of the District.
 - 15.16.3.6.2 An approved program shall consist of participation in activities which contribute to improvement in the Member's competence, performance or effectiveness in the areas of lesson preparation, classroom instruction, grading, parental counseling, supervision of extracurricular activities of students, or other activities judged by the committee to meet the requirements of the program.

- 15.16.3.7 The proposal submitted by the Member on the Professional Growth Form shall include the following:
- 15.16.3.7.1 The objectives of the program;
 - 15.16.3.7.2 The procedures and/or methodology to complete the program; and
 - 15.16.3.7.3 The anticipated outcomes as they relate to the Member's competence, performance or effectiveness.
- 15.16.3.8 A Member who is eligible for a professional growth increment must make initial application for the increment no later than May 1 prior to the school year in which he/she expects to be granted the professional growth increment.
- 15.16.3.9 A Member who has submitted a program application will be notified by May 30 as to the acceptance or rejection of his/her program application. In the event that the program application is rejected the committee will attach to the program application reason(s) for the rejection of the application and suggestions for improvement that would enable the program application to be accepted.
- 15.16.3.10 A Member may make application for a professional growth increment to the Professional Growth Committee and receive prior approval for a Professional Growth Program twenty-four (24) months prior to the year in which he/she becomes eligible for the increment. The Professional Growth Committee will consider activities for the professional growth increment completed by a Member within a twenty-four (24) month period prior to the year in which the Member becomes eligible for the increment.

15.16.3.11 Compensation for professional growth under this Section shall commence in the year in which the professional growth program is completed, as stipulated on the Professional Growth Application Form. If requirements for the professional growth increment are completed prior to the year when a Member is eligible, payment will begin on the first pay period of the year the Member becomes eligible for the increment. If requirements for the professional growth program are completed during the year in which a Member is eligible for the increment, the total amount of the increment will be distributed in the remaining pay periods in equal amounts.

15.16.3.12 Before a Member may be found to be eligible for additional compensation under the Professional Growth Program, he or she must notify the Committee in writing that the approved program has been completed. The Committee will verify the completion of the program through the appropriate principal/supervisor. Upon such verification, the Committee shall notify the District that the Member is eligible.

15.16.3.12.1 The Assistant Superintendent for Human Resources will notify and will supervise the principals/supervisors in verifying the completion. The verification process will be accomplished within one quarter or ten-week period of time after the Committee has requested the verification to be done.

15.16.3.12.2 In the event that the principal/supervisor denies verification of the Professional Growth Program, he/she shall give written justification to the Member

for the denial. If the Member feels the denial is unfair or without foundation based on the proposed program, the Member may appeal to the Professional Growth Committee.

15.16.3.13 The Member submitting the program application shall be responsible for providing in a timely manner the information necessary to permit the Committee to determine whether the program application satisfies the requirements of the Professional Growth Program and whether the Member has become eligible for additional compensation by completing the approved program.

15.16.3.14 Either party may, by written notice to the other party within thirty (30) days of any such holding, reopen this program for negotiation.

15.17 Preschool Members

15.17.1 The two Members of the Bargaining Unit hired prior to July 1, 1994 will be compensated on Column 1, Step 1-5 of the regular bargaining unit salary schedule. If either of two Members hired prior to July 1, 1994 transfers to a K-8 position in the district they will be placed on the appropriate step and column commensurate with education and experience, except that at time of transfer they will be given a salary placement compensation that is no less than they were receiving in the preschool position.

15.17.2 A Member hired as a Preschool Teacher will be placed on the Preschool Salary Schedule (Appendix C), and will be granted credit for experience outside the District the same as a new teacher first coming into the district.

15.18 Earned Doctorate Degree (Ph.D. or Ed.D.)

A Member who has an earned doctorate degree (Ph.D. or Ed.D.) will be compensated with an additional seven percent (7%) factor of the base salary.

ARTICLE 16 - PERSONNEL FILES

16.1 A Member shall be permitted to review, upon reasonable notice, his/her personnel file. Except as otherwise provided herein, such review shall not normally be permitted during the duty hours of the Member.

16.1.1 Reviewable material shall not include ratings, reports or records which (1) were obtained prior to the employment of the member involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional opportunity.

16.1.2 Information of a derogatory nature, except material mentioned in 16.1.1 above, shall not be entered or filed in the personnel file of the Member until such Member is given written notice of such material. Following receipt of such notice, the Member shall have ten (10) calendar days to review and have attached thereon the Member's comments relative to such derogatory material. A reasonable amount of time will be provided for this review to take place.

16.1.2.1 Such review may take place during the Member's regular duty hours without loss of compensation.

16.2 The content of documents placed in or contained in any personnel file shall not be the subject of a grievance pursuant to the procedure contained in this Agreement; however a violation of the procedures outlined in this Article may be the subject of a grievance.

16.3 No material shall be entered into or contained in a Member's personnel file except that written by the immediate administrator, assigned evaluator or an administrator designated by the Member or the District, except material mentioned in 16.1.1 above.

ARTICLE 17 - INTERSESSION

17.1 Intersession Teachers

The selection of intersession teachers shall be at the discretion of the District, subject to the procedures below:

17.1.1 Openings for intersession positions shall be posted at all work sites where certificated employees of the District are assigned.

17.1.2 Permanent and probationary District employees will be considered for intersession positions before other candidates are considered.

17.1.3 The District shall use the following criteria for selection from among intersession candidates.

- Possession of appropriate credentials.
- Evidence of successful teaching experience as demonstrated by a satisfactory evaluation.
- Evidence of knowledge in subject area to be taught.
- Recency of or intersession experience, such that those teachers with the most recent experience are considered after those teachers with no or less recent or intersession experience.

17.1.4 Applicants for intersession positions shall be selected from a list prioritized as follows:

- First priority shall be given to those Members employed by the District for a minimum of two years who made application the previous year but were not selected. Members who have applied more than one year will be given priority for selection over those who have applied only once. Applicants who reject an offer of employment will go to the bottom of the priority list. Seniority will be the deciding factor when all else is equal.

17.2 Intersession

Members providing intersession service shall be included within the SMEEA bargaining unit. The status quo will continue regarding the terms and conditions of employment for such employees until any negotiated changes between the Association and the District, and that intersession teachers who are not otherwise regularly employed as certificated employees by the District shall not receive health and welfare benefits pursuant to this Agreement.

17.3 Pay for Intersession

Compensation for intersession shall be based upon the Intersession Salary Schedule, which is attached to the Agreement as Appendix D.

17.3.1 The Intersession Salary Schedule (Appendix D) shall be adjusted each contract year at the same rate as is applicable to the Certificated Salary Schedule (Appendix A).

17.4 Intersession Sick Leave

17.4.1 Members who work in Intersession will receive sick leave of one (1) work day for the Intersession session.

17.4.2 Sick leave days for intersession/summer school employment cannot be accumulated and are not transferable to the regular school year. Sick leave days from the regular year are not transferable to Intersession.

ARTICLE 18 - JOB SHARING

Job Sharing

18.1 Two Members who volunteer to share one full-time assignment shall be considered as a single assignment for the purposes of determining contractual obligations and employment conditions. These assignments are not to be construed as being part-time or as having any relationship to or effect upon part-time positions and the rights and obligations of Members in such positions under the terms of this Agreement.

18.2 Job sharers shall be volunteers with successful experience at the same level (primary K-3, intermediate 4-6, 7-8). At the 7-8 level each job-sharing teacher shall present a job share plan that is acceptable to the District. The assignment of job sharing teachers shall be done by the Assistant Superintendent for Human Resources and shall be based upon the needs of the school.

18.3 The following conditions for job sharing shall apply:

18.3.1 Job sharing shall be limited to tenured Members who have indicated in writing to the Assistant Superintendent for Human Resources by March 1 their desire to job share. Job sharing assignments shall be filled by Members who have jointly agreed to work together.

18.3.2 Job sharers shall submit a written detailed plan to the Assistant Superintendent for Human Resources stating in detail how the applicants would insure close cooperation in such matters as planning, teaching, evaluating, communicating with one another and with parents, staff and administration, and performing adjunct duties.

18.3.3 A signed form, prepared by the District, that acknowledges the job sharing Members' responsibilities to attend all scheduled school and District meetings, and all parent conferences normally expected of a full-time employee shall be submitted with the written plan. Members teaching in a split year plan shall have these responsibilities required only during the semester they are teaching in a job-sharing program.

18.3.4 Any approved job sharing assignment may be terminated by the District in the event that it is deemed by the District to be instructionally and organizationally unsuccessful. An arrangement may not be terminated prior to the end of a semester.

18.4 The percentage of full-time service provided by each job sharer shall be equal to the percentage of full-time salary and benefits received by the job sharer. In no case shall the combined percentage of service provided by the job sharing pair exceed 100%. The Members will pay the additional cost of fringe benefits beyond their proportional share paid by the District. If the job sharer can provide the District with verification of other health coverage, and the District insurance carrier approves withdrawal, the job-sharing employee may opt out of the health plan for the period of his/her job sharing service.

18.5 Job sharing Members shall receive salary step movement at the start of the school year following the accumulation of the equivalent of one year of full-time service.

18.6 Job sharing Members shall be entitled to all leave provisions in this Agreement in the same proportion that their assignment bears to a full year's assignment.

18.7 Job sharing Members shall be entitled to all rights, protections and benefits set forth in this Agreement that are afforded all Members.

18.8 Job sharing shall be limited to a maximum of fifteen (15) pairs of job sharers. This number may be increased if mutually agreed to by the District and the Association.

18.9 Job sharing plans shall not be established until both the applicants and the District have agreed upon the specific job-sharing plan.

18.10 Provision 6.6.4 of this Agreement relating to return to the District from a leave will apply to a job-sharing Member who desires to return to a full-time position.

18.11 When a job share ends the Member who was originally at the site where the job share began will retain the position, and the second job sharer will be placed as a voluntary transfer in accordance with Section Article 8 of this Agreement. However, if the second job sharer has been at the site for five or more years the job sharer will have on-site voluntary rights to available openings for which he/she is credentialed.

18.12 When a job share ends where both members were originally at that site and there is no vacancy at that site for which the Member with the least amount of District seniority is credentialed, he/she will be placed as a voluntary transfer.

18.13 In the event a job share must be terminated during the school year, the remaining job sharer must fill the position full-time, but only to the extent of the remaining job sharer's approved work year (i.e., not to exceed 100%).

ARTICLE 19 - DISCIPLINE PROCEDURE

19.1 Discipline Pursuant to Section 3543.2(b) of the Government Code

19.1.1 This provision 19.1 was entered into pursuant to Section 3543.2(b) of the Government Code.

19.1.2 An employee shall not be disciplined without just cause. The term "just cause" incorporates the concept of progressive discipline. The term "discipline" under this provision 19.1 shall include suspension without pay for no more than fifteen (15) work days and written reprimand. The term "discipline" specifically does not include negative or adverse evaluations, warnings, directives and the implementation of other articles in this Agreement such as the denial of any leave.

19.1.3 An employee shall not be suspended without prior notice and an opportunity for a conference upon request of the employee.

19.1.4 Except in cases of serious misconduct, a verbal warning and a written reprimand shall precede suspension. Such verbal and/or written reprimand shall include direction(s) or suggestion(s) for corrective action.

19.1.5 Prior to the imposing of any suspension, the Superintendent or his/her designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the employee at least ten (10) calendar days prior to the date when the suspension may be imposed. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

- a. A statement identifying the District.
- b. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
- c. The suspension proposed and effective date(s).
- d. The cause(s) or reasons(s) for the specific disciplinary action proposed.

e. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

f. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served. Nothing contained herein shall prohibit the introduction of evidence at any hearing, which may be requested pursuant to this Article.

g. A statement that the employee, upon request, is entitled to appear personally before the Superintendent or his/her designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

h. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing officer, selected pursuant to the voluntary labor arbitration rules of the American Arbitration Association, before any disciplinary action is final. The hearing officer shall make an advisory recommendation to the Board and also make such recommendation known to the employee. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing will be held unless a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days after the date the written notice of proposed disciplinary action was served.

19.1.6 In cases of serious misconduct where it is deemed appropriate to remove the Member immediately, the Member shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.

19.1.7 a. The Member shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired.

The procedure in this provision 19.1 shall be the sole procedure to be utilized by an employee or the Association with regard to any suspension. The grievance procedure under Article 11 in this Agreement is not applicable to any suspension.

b. The employee shall have the right to appear in person on his/her own behalf, or at the employee's option, to appear and be represented by the Association.

c. Hearings will be recorded at the request of either party with such expense being borne equally by the parties.

ARTICLE 20 - YEAR-ROUND SCHOOL IMPLEMENTATION

20.1 Calendar

20.1.1 The year-round school work year shall be the same as described in Article 5, Section 5.1 of this Agreement. The calendar will be adjusted to provide a year-round school work year that reflects as closely as possible sixty (60) instructional days of on-schedule instruction and twenty (20) days of intersession. The calendar for tracks W, X, Y, Z shall be adjusted to reflect as closely as possible ninety (90) instructional days and thirty (30 days) of intersession

20.2 Room Assignments

20.2.1 The District will be responsible for reasonable and standardized moving, storing and security of Members' materials.

20.2.2 Whenever multiple schedules are initially implemented at a school site, Members will be allowed to indicate their choice of schedule at their existing grade level/subject. Assignment will be made on the basis of needs of the District, required credentials and District seniority. District seniority will be the deciding factor when all else is equal.

20.2.3 If a Member does not receive his/her choice of schedule the Member will be granted, upon request, a conference with the site administrator and/or Assistant Superintendent for Human Resources to discuss the assignment. The Member shall be entitled to an Association representative upon request.

20.2.4 It is the intent of the District that Members shall have only one assigned room while on track except in situations where there are no other facilities on site.

20.2.5 Notwithstanding 20.2.4 affected Members may develop an optional roving system for room assignment if submitted and approved by the site administrator before the school year begins, unless mutually agreed otherwise.

20.3 Families Within the School District

20.3.1 In the event that a Member is assigned to a year-round school and the Member's spouse is also a Member assigned to a year-round school, the District will make every effort to have both Members assigned to the same schedule if this is requested.

20.3.2 If a Member has a child who attends school within the District, the District will make every effort to have the Member and his/her child (or children) on the same schedule if this is requested.

20.4 Exchange Days

20.4.1 A Member teaching in an on-track assignment will be permitted to exchange a maximum of up to ten (10) consecutive instructional days in no more than two increments with another Member to teach the on-track Member's assignment, and who is at the time in intersession or on an off-track assignment. Members should seek to exchange with a Member who is credentialed to teach the on-track Member's assignment. This section will also apply to Members who work on a traditional schedule.

20.4.2 An exchange arrangement will be agreed to between the two Members and signed by each. However, prior written approval must be obtained twenty (20) days prior to the exchange period and the request shall be submitted to the site administrator for consideration and recommendation, to be forwarded to the Assistant Superintendent for Human Resources for approval.

20.4.3 When there is a substitute shortage, an exception will be allowed to the requirements of 20.4.1 and 20.4.2 regarding the allowed number of days and increments, and the required notice. However the site administrator's approval is required and excessive requests may be denied.

20.5 Change of Schedule

Members whose schedule is involuntarily changed from one schedule to another schedule where there are less than twenty (20) school days remaining on their present session will be given at least thirty (30) calendar days notice of a change of schedule and will not lose the right to take the intersession immediately following the end of the present session.

20.6 In implementing a four-track year round education (YRE) schedule at the junior highs, the exploratory subject teachers are placed on a rainbow schedule. Rainbowing these teachers may create an imbalance of student contact days causing teachers to teach one to two days more or less than the required student contact days (170 days) for four-track YRE schools.

20.6.1 The District shall attempt to provide a rainbow schedule that meets the contractual student contact work year. However, when the District cannot balance these rainbow teacher schedules, it is agreed that the teachers who are affected by the imbalance of their work schedule shall work with the school site principal to exchange days with one another to balance the student contact days and to bring them into alignment with the contractual work year. This alignment will be by mutual agreement with the approval of the principal.

20.7 The language in Paragraphs 20.7.1 to 20.7.6, below, was originally in Article 5. The language has been moved to this Article 20, with its former locations in Article 5 noted.

20.7.1 The number of pupil contact days in the school year shall be 170 days for multi-track YRE, with additional days for activities as prescribed by the District not to exceed seven (7) for Members on four-track YRE, and an additional day for Members new to the District. [Formerly in Article 5.1]

20.7.2 In adopting the calendar each year, a concerted effort will be made so that Members' in and out days do not coincide. In the event that this is not possible, the room will be vacated by the Member going off track no later than 190 minutes after the start of the regular school day. The 190 minutes will consist of 180 minutes instruction and ten minutes break. The lunch period for Members shall start at the end of 190 minutes. [Formerly in Article 5.1.3]

20.7.3 In situations where the multi-track calendar has less than two "dot days" in a row, the dot day shall only be used for the purpose of allowing a Member who is a classroom teacher to prepare that Member's classroom for moving in or out, except classroom teachers may be required to attend a staff meeting on a dot day that does not exceed thirty minutes in length. [Formerly in Article 5.1.4]

20.7.4 The length of the work day for all Members who are on multi-track year round schedules, except part-time Members, shall be 6 hours and 40 minutes (exclusive of the lunch period). [Formerly in Article 5.2.1]

20.7.5 Part-time Members employed at a multi-track year round site shall have at least a three hour and twenty minute work day. [Formerly in Article 5.2.4]

20.7.6 All Members not assigned to a track must attend a mandatory staff development day on a day assigned by their supervisor. [Formerly in Article 5.12.5]

ARTICLE 21 - DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; final determination on curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to temporarily amend, modify or rescind provisions and practices referred to herein in cases in emergency. As soon as possible, but not later than five (5) days following the declaration of an emergency, the District will meet with the Association to review any action taken as a result of an emergency and come to an agreement on the duration of the action.

In the event agreement cannot be reached within five (5) days following the first meeting, the Association shall have the right to seek injunctive relief.

Emergency as used in this section shall be defined as fire, flood, earthquake or other emergency. The term other emergency means when any repairs, alterations, work or improvements are necessary to permit the continuance of existing school classes, or to avoid danger to life or property. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

21.1 The parties agree that it shall be a District right to meet with the Association in a Labor Management Council ("LMC") on a monthly basis. The LMC will conduct its meetings using an interest-based problem solving approach. Each party shall select a maximum of five members for its side to be members of the LMC. The purposes and rules of the LMC shall be as set forth in a binding Memorandum of Understanding concurrently agreed to by the Parties. The MOU shall be attached to

this Agreement. The District's agreement to meet with the Association in the LMC shall not diminish the District's management rights under this Agreement or alter the existing statutory scope of SMEEA's right to consult with the District. The parties further agree that the LMC is not intended to replace existing committees, such as C&I and COT that provide a forum for SMEEA to consult with the District.

ARTICLE 22 - COMPLETION OF MEET AND NEGOTIATION

22.1 Completion of Meet and Negotiation

22.1.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

22.1.2 During the period from the ratification of this Agreement until June 30, 2005, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as provided for elsewhere in this Agreement.

22.1.3 If there are items of mutual concern, the District and the Association may, by mutual consent, meet and negotiate with the intent to modify existing articles, add additional articles to, or delete articles from this Agreement.

ARTICLE 23 - SAVINGS

23.1 If any provision of this Agreement or any application thereof to any Member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed valid, to the extent required by such court decision, but all other provisions or application shall continue in full force and effect.

ARTICLE 24 – RECONFIGURATION

Should a decision be made to reconfigure the schools from the current K-6/7-8 configuration, the District and Association will immediately meet to negotiate the ramifications of this reconfiguration.

APPENDIX A – TEACHER SALARY SCHEDULE

**SANTA MARIA-BONITA SCHOOL DISTRICT
2005-06 TEACHER SALARY SCHEDULE**

STEP Years	RANGE					
	1	2	3	4	5	6
1 (A)	\$39,727	\$39,728	\$40,019	\$42,476	\$44,933	\$47,390
2 (B)	\$39,728	\$39,728	\$42,090	\$44,547	\$47,004	\$49,462
3 (C)	\$39,728	\$41,704	\$44,161	\$46,618	\$49,075	\$51,533
4 (D)	\$41,317	\$43,775	\$46,232	\$48,689	\$51,147	\$53,604
5 (E)	\$43,389	\$45,846	\$48,303	\$50,760	\$53,218	\$55,675
5 Year Limit of Experience Outside District						
6 (F)	\$45,460	\$47,917	\$50,374	\$52,832	\$55,289	\$57,746
7 (G)	\$47,531	\$49,988	\$52,445	\$54,903	\$57,360	\$59,817
8 (H)	\$49,602	\$52,059	\$54,517	\$56,974	\$59,431	\$61,888
9 (I)	\$51,673	\$54,130	\$56,588	\$59,045	\$61,502	\$63,959
10 (J)	\$53,744	\$56,203	\$58,659	\$61,116	\$63,573	\$66,031
11 (K)	\$55,815	\$58,273	\$60,730	\$63,187	\$65,644	\$68,102
12 (L)	\$57,886	\$60,344	\$62,801	\$65,258	\$67,716	\$70,208
15 (A)	COLUMNS 1-4		**Professional Growth Program		\$69,733	\$72,299
18 (B)	Basic Program	or	15-19 Years	\$1,500.00	\$72,163	\$74,818
21 (C)	20-24 Years	\$500.00	20-24 Years	\$2,000.00	\$74,312	\$77,048
24 (D)	25 Years	\$1,000.00	25 Years	\$2,500.00	\$76,528	\$79,344

SALARY CLASSIFICATIONS

- 1 Bachelor's Degree
- 2 Bachelor's Degree + 15 approved semester units
- 3 Bachelor's Degree + 30 approved semester units
- 4 Bachelor's Degree + 45 approved semester units or Master's Degree
- 5 Bachelor's Degree + 60 approved semester units or Master's Degree + 15 approved semester units or Bachelor's Degree + 45 approved semester units including Master's Degree
- 6 Bachelor's Degree + 60 approved semester units including Master's Degree or Master's Degree + 30 approved semester units

If uncredentialed:

STEP (Years)	RANGE	
	1	2
(1)	\$35,104	\$37,561
(2)	\$37,175	\$39,632
(3)	\$39,246	

EARNED Ph.D. or Ed.D

Base x .07 \$2,780.89

STAFF DEVELOPMENT CERTIFICATE PROGRAM*

1-14 Years \$250.00

* Members of the Bargaining Unit who are not eligible under either the Basic Program or the Professional Growth Program may participate in the Staff Development Certificate Program.

** Upon completing the requirements of the Professional Growth Program, teachers shall receive amounts indicated.

Effective: 11/1/05

Approved:

2005-06 CERTIFICATED SALARY SCHEDULE #1007							
10 MONTH							
	01	02	03	04	05	06	
A	3972.70	3972.80	4001.90	4247.60	4493.30	4739.00	
B	3972.80	3972.80	4209.00	4454.70	4700.40	4946.20	
C	3972.80	4170.40	4416.10	4661.80	4907.50	5153.30	
D	4131.70	4377.50	4623.20	4868.90	5114.70	5360.40	
E	4338.90	4584.60	4830.30	5076.00	5321.80	5567.50	
F	4546.00	4791.70	5037.40	5283.20	5528.90	5774.60	
G	4753.10	4998.80	5244.50	5490.30	5736.00	5981.70	
H	4960.20	5205.90	5451.70	5697.40	5943.10	6188.80	
I	5167.30	5413.00	5658.80	5904.50	6150.20	6395.90	
J	5374.40	5620.30	5865.90	6111.60	6357.30	6603.10	
K	5581.50	5827.30	6073.00	6318.70	6564.40	6810.20	
L	5788.60	6034.40	6280.10	6525.80	6771.60	7020.80	
1510 A					6973.30	7229.90	A 1510
1510 B					7216.30	7481.80	B 1510
1510 C					7431.20	7704.80	C 1510
1510 D					7652.80	7934.40	D 1510

If uncredentialed:

STEP (Years)	RANGE	
	1	2
1310 A (1)	3510.40	3756.10
1310 B (2)	3717.50	3963.20
1310 C (3)	3924.60	

2005-06 CERTIFICATED SALARY SCHEDULE #1111

11 MONTH

	01	02	03	04	05	06	
A	3611.55	3611.64	3638.09	3861.45	4084.82	4308.18	
B	3611.64	3611.64	3826.36	4049.73	4273.09	4496.55	
C	3611.64	3791.27	4014.64	4238.00	4461.36	4684.82	
D	3756.09	3979.55	4202.91	4426.27	4649.73	4873.09	
E	3944.45	4167.82	4391.18	4614.55	4838.00	5061.36	
F	4132.73	4356.09	4579.45	4802.91	5026.27	5249.64	
G	4321.00	4544.36	4767.73	4991.18	5214.55	5437.91	
H	4509.27	4732.64	4956.09	5179.45	5402.82	5626.18	
I	4697.55	4920.91	5144.36	5367.73	5591.09	5814.45	
J	4885.82	5109.36	5332.64	5556.00	5779.36	6002.82	
K	5074.09	5297.55	5520.91	5744.27	5967.64	6191.09	

L	5262.36	5485.82	5709.18	5932.55	6156.00	6382.55	
1511 A					6339.36	6572.64	A 1511
1511 B					6560.27	6801.64	B 1511
1511 C					6755.64	7004.36	C 1511
1511 D					6957.09	7213.09	D 1511

If uncredentialed:

STEP (Years)	RANGE	
	1	2
1311 A (1)	3191.27	3414.64
1311 B (2)	3379.55	3602.91
1311 C (3)	3567.82	

**2005-06 CERTIFICATED SALARY SCHEDULE #1012
12 MONTH**

	01	02	03	04	05	06	
A	3,310.58	3,310.67	3,334.92	3,539.67	3,744.42	3,949.17	
B	3,310.67	3,310.67	3,507.50	3,712.25	3,917.00	4,121.83	
C	3,310.67	3,475.33	3,680.08	3,884.83	4,089.58	4,294.42	
D	3,443.08	3,647.92	3,852.67	4,057.42	4,262.25	4,467.00	
E	3,615.75	3,820.50	4,025.25	4,230.00	4,434.83	4,639.58	
F	3,788.33	3,993.08	4,197.83	4,402.67	4,607.42	4,812.17	
G	3,960.92	4,165.67	4,370.42	4,575.25	4,780.00	4,984.75	
H	4,133.50	4,338.25	4,543.08	4,747.83	4,952.58	5,157.33	
I	4,306.08	4,510.83	4,715.67	4,920.42	5,125.17	5,329.92	
J	4,478.67	4,683.58	4,888.25	5,093.00	5,297.75	5,502.58	
K	4,651.25	4,856.08	5,060.83	5,265.58	5,470.33	5,675.17	
L	4,823.83	5,028.67	5,233.42	5,438.17	5,643.00	5,850.67	
1512 A					5,811.08	6,024.92	A 1512
1512 B					6,013.58	6,234.83	B 1512
1512 C					6,192.67	6,420.67	C 1512
1512 D					6,377.33	6,612.00	D 1512

If uncredentialed:

STEP (Years)	RANGE	
	1	2
1312 A (1)	2925.33	3130.08
1312 B (2)	3097.92	3302.67
1312 C (3)	3270.50	

APPENDIX B – MASTER PLAN PSYCHOLOGIST SALARY SCHEDULE

Santa Maria-Bonita School District				
2005-06 Master Plan Psychologist Salary Schedule				
	STEP	RANGE		
	(Years)	01	02	03
	1(A)	\$61,535	\$64,399	\$67,271
	2(B)	\$63,953	\$66,817	\$69,672
	Limit of Experience Outside District			
	3(C)	\$66,372	\$69,227	\$72,092
	4(D)	\$68,777	\$71,636	\$74,493
	5(E)	\$71,195	\$74,052	\$76,917
	6(F)	\$73,595	\$76,476	\$79,318
	7(G)	\$75,996	\$78,875	\$81,859
	15(H)	COLUMNS 1 & 2	**Prof. Growth	\$84,290
	18(I)	Basic Program or	15-19 yrs \$1,500	\$86,793
	21(J)	20-24 Years \$500	20-24 yrs \$2,000	\$89,370
	24(K)	25 Years \$1000	25 yrs \$2,500	\$92,024
SALARY CLASSIFICATIONS				
1	To be placed on salary schedule requires a Master's Degree			
2	Master's Degree + 15 approved semester units or			
	Bachelor's Degree + 45 approved semester units including Master's Degree			
3	Master's Degree + 30 approved semester units or			
	Bachelor's Degree + 60 approved semester units including Master's Degree			
11 Month position = 195 days				
One (1) year of Psychology Internship experience may be credited toward salary schedule placement				
EARNED Ph.D. OR Ed.D.				
Base x .07 =		2,780.89		
-				

STAFF DEVELOPMENT CERTIFICATE PROGRAM*				
1-14 Years	\$250			
-				-
* Members of the Bargaining Unit who are not eligible under either the Basic Program or				
the Professional Growth Program may participate in the Staff Development Certificate Program.				
** Upon completing the requirements of the Professional Growth Program, Members shall receive amounts indicated.				
Effective: 11/1/05				
Approved:				
		2005-06 PSYCHOLOGIST SALARY SCHEDULE #1005		
		10 MONTH		
		01	02	03
	A	6,153.50	6,439.90	6,727.10
	B	6,395.30	6,681.70	6,967.20
	C	6,637.20	6,922.70	7,209.20
	D	6,877.70	7,163.60	7,449.30
	E	7,119.50	7,405.20	7,691.70
	F	7,359.50	7,647.60	7,931.80
	G	7,599.60	7,887.50	8,185.90
	H			8,429.00
	I			8,679.30
	J			8,937.00
	K			9,202.40
		2005-06 PSYCHOLOGIST SALARY SCHEDULE #1105		
		11 MONTH		
		01	02	03
	A	5,594.09	5,854.45	6,115.55
	B	5,813.91	6,074.27	6,333.82
	C	6,033.82	6,293.36	6,553.82
	D	6,252.45	6,512.36	6,772.09
	E	6,472.27	6,732.00	6,992.45

	F	6,690.45	6,952.3 6	7,210.7 3
	G	6,908.73	7,170.4 5	7,441.7 3
	H			7,662.7 3
	I			7,890.2 7
	J			8,124.5 5
	K			8,365.8 2
	2005-06 PSYCHOLOGIST SALARY SCHEDULE #1205			
	12 MONTH			
		01	02	03
	A	5,127.92	5,366.5 8	5,605.9 2
	B	5,329.42	5,568.0 8	5,806.0 0
	C	5,531.00	5,768.9 2	6,007.6 7
	D	5,731.42	5,969.6 7	6,207.7 5
	E	5,932.92	6,171.0 0	6,409.7 5
	F	6,132.92	6,373.0 0	6,609.8 3
	G	6,333.00	6,572.9 2	6,821.5 8
	H			7,024.1 7
	I			7,232.7 5
	J			7,447.5 0
	K			7,668.6 7

APPENDIX C – PRESCHOOL SALARY SCHEDULE

**Santa Maria-Bonita School District
2005-06 Preschool Salary Schedule**

(For Preschool Teachers Hired After 7/1/94)

STEP (Years)	RANGE
	1
1(A)	\$28,083
2(B)	\$29,740
3(C)	\$31,398
4(D)	\$33,054
5(E)	\$34,710

15.17.2 A Member hired after July 1, 1994, will be placed on the Preschool Salary Schedule and will be granted credit for experience outside the District the same as a new teacher first coming into the district.

ANNIVERSARY INCREMENT:

*Staff Development <u>Certificate Program</u>		<u>Basic Program</u>	<i>or</i>	**Professional Growth <u>Program</u>
1-14 Years	\$250		---	
15-19 Years	\$1,500			
		20-24 Years		\$ 500 20-24 Years
2,000				
		25 Years		1,000 25 Years
2,500				

* Members of the Bargaining Unit who are not eligible under either the Basic Program or the Professional Growth Program may participate in the Staff Development Certificate Program.

** Upon completing the requirements of the Professional Growth Program, teachers shall receive amounts indicated.

Effective: 11/01/05

Approved:

APPENDIX D – INTERSESSION SALARY SCHEDULE

STEP (Yrs Experience)	RANGE	
	01 (Col 01,02,03)	02 (Col 04,05,06)
A (1-5)	\$132.00 Hrly: \$31.059	\$165.00 Hrly: \$38.824
B (6+)	\$165.00 Hrly: \$38.824	\$197.00 Hrly: \$46.353

Effective: 11/01/2005

Approved:

APPENDIX E - MILEAGE

Members who are required to provide their own transportation from one station to another shall be reimbursed at the standard IRS rate for business usage of an automobile. (For reference only: The IRS rate is at 44.5 cents (\$0.445) in the year 2006. This increase will be effective upon the date of final ratification of this Agreement by the Association and the District.

APPENDIX F MEMORANDA OF UNDERSTANDING

THE DISTRICT BENEFITS COMMITTEE

MEMORANDUM OF UNDERSTANDING
Between
SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION
and
SANTA MARIA-BONITA SCHOOL DISTRICT
THE DISTRICT BENEFITS COMMITTEE

The District and the Association agree that a “Benefits Committee” shall be formed and will meet monthly throughout the year. The Benefits Committee will review the costs and content of the benefits plan provided to Bargaining Unit Members. The Benefits Committee is tasked to gather data that will be used to analyze the claims history of District employees, and then work to contain the annual cost increases of employee health benefits.

The term “employee health benefits” shall collectively refer to the benefits set forth in Article 7 of the agreement between the SMBSD Board of Education and the Santa Maria Elementary Education Association; this includes health insurance, dental insurance, life insurance, disability income insurance, vision care, and cancer insurance.

The Benefits Committee shall expect consistent attendance by all members from the Association and District to attend each monthly meeting.

The Association agrees to provide four members to the Benefits Committee. These members shall be assigned annually by the Association. The Association will also provide one alternate who will attend the Benefits Committee only if there is an absence of one of its four regular members.

The District shall assign three members to the Benefits Committee. The Assistant Superintendent for Human Resources and the Chief Business Officer shall be assigned members for the District, and one additional member shall be assigned annually by the District.

The Benefits Committee will also allow regular attendance from the labor representatives assigned to represent each employee association, as well as legal counsel for the District. The broker advising the District regarding employee health benefits should be in attendance at all meetings of the Benefits Committee.

DATE: _____ SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION
By: _____
NANCY IAROSI, President

DATE: _____ SANTA MARIA-BONITA SCHOOL DISTRICT
By: _____
JOANNE CAMERON
Assistant Superintendent for Human Resources

**RE IMPLEMENTATION OF BLOCK SCHEDULE AT THE DISTRICT
JUNIOR HIGH SCHOOLS**

MEMORANDUM OF UNDERSTANDING
Between
SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION
And
SANTA MARIA-BONITA SCHOOL DISTRICT

**RE IMPLEMENTATION OF BLOCK SCHEDULE AT THE DISTRICT
JUNIOR HIGH SCHOOLS**

The Parties agree that the Santa Maria-Bonita School District and the Santa Maria Elementary Education Association will continue to implement a block schedule at the district's junior high schools beginning in July 2006. The block schedule will have four instructional blocks per day. Because this block schedule requires a change in the number of instructional minutes specified in the Agreement between the Santa Maria-Bonita School District Board of Education and the Santa Maria Elementary Education Association, the Parties have entered into this Memorandum of Understanding.

The Parties agree that for this MOU period, the number of teacher pupil instructional contact minutes will be a maximum of 309 minutes (during a regular instructional day), with students participating in a 180 day academic year. There will be no minimum number of teacher pupil instructional contact minutes. The day will be divided four instructional blocks. The Parties further agree that a full-time Member in this program shall teach not more than three instructional blocks each day, with the remaining instructional block to serve as a preparation period. The Parties further agree that a part-time Member in this program shall teach not more than two instructional blocks, and shall have additional responsibility that shall be limited to Back to School Night, except Individualized Education Program meetings that cannot reasonably be held within the workday. All parent conferences shall be scheduled within their workday. The Parties agree that for the 2006-2007 school year, the length of the work day for all full-time Members at junior high schools shall be six hours and thirty minutes, exclusive of the lunch period.

The Parties agree that the implementation of the junior high school block schedule program under this MOU will be reviewed by the Parties at negotiations by February 1, 2007

DATE: _____ SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION
By:

NANCY IAROSI, SMEEA President

DATE: _____ SANTA MARIA-BONITA SCHOOL DISTRICT
By:

JOANNE CAMERON
Assistant Superintendent for Human Resources

MEMORANDUM OF UNDERSTANDING
Between
SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION
and
SANTA MARIA-BONITA SCHOOL DISTRICT

LABOR MANAGEMENT COMPACT

The Labor Management Council (LMC) will be an integral component of the interest-based problem-solving model as a forum for the sharing of information and discussion of important issues in the Santa Maria-Bonita School District. The LMC shall work to surface and head off potential problems and seek to resolve employee/administration conflicts/disputes on appropriate non-bargainable issues. The LMC will build and model a climate of ongoing problem solving that enhances outcomes for both parties.

Building a Climate of Ongoing Problem Solving

We agree that up to five (5) LMC members shall be appointed by each of the respective organizations; that each LMC member shall be personally committed to this Compact's standards and to building trust through principled communications with each other. All members shall be empowered by their constituents to make decisions. The LMC shall use consensus decision making (SMEEA 1 vote and District 1 vote).

We agree and acknowledge that the Labor Management Council is used to:

- Resolve employee/administration conflicts/disputes
- Share information
- Discuss and resolve grievances
- Address complaints and issues
- Assist sites with problem solving

We agree and acknowledge that the Labor Management Council is **not** used to:

- Replace collective bargaining agreements, board policies, administrative regulations
- Usurp Association or administrative prerogatives
- Address emergency/crisis situations or for situations requiring quick or urgent decisions/actions
- Make all decisions or resolve all issues
- Negotiate

We agree that the LMC shall meet monthly, with an agenda created in advance, with a non-member recorder who is responsible for transcribing the group memory.

We agree that flip charts will be created when needed and shall become the group memory of the meetings.

We agree that the Human Resources Division shall provide logistical support for the LMC, including reminders of upcoming meetings and acquiring a facilitator when requested by either party. We agree to establish joint communiqués as the primary process by which LMC meeting information shall be shared with constituencies as needed. We acknowledge that each party often and legitimately communicates with its constituency in other ways.

We agree to annually self-review on or about March 15th, the efficiency and success of the LMC. This review will be forwarded to the District/SMEEA negotiating team.

We agree that the LMC shall meet on the third Wednesday of each month from 1:30 – 3:00 p.m. unless otherwise mutually agreed.

We acknowledge the value of each party’s interests and their right to own and express them.

Providing a Framework to Maintain Interest-based Problem Solving Through Ongoing Training

We will provide continued and ongoing interest-based problem-solving training for all new leaders and LMC members.

All LMC members shall commit to participate in interest-based problem-solving training as a condition of membership on the LMC.

DATE: _____ SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION

By: _____
Nancy Iarossi, President

DATE: _____ SANTA MARIA-BONITA SCHOOL DISTRICT

By: _____
Joanne Cameron
Assistant Superintendent for Human Resources

MEMORANDUM OF UNDERSTANDING
Between
SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION
and
SANTA MARIA-BONITA SCHOOL DISTRICT

STAFF DEVELOPMENT PROGRAM

The District and the Association agreed, in Article 5.12, to participate in the Staff Development Buy-back Program. This Memorandum of Understanding (“MOU”) specifies procedures for carrying out the Staff Development Buy-back Program (“the SDBBP”).

Definitions

1. A “student day” means a day in which students and teachers are in the classroom. A student day is called a “pupil contact day” in Article 5.1 of the Agreement.
2. A “dot” day is a mandatory teacher work day with no students in the classroom, which is part of the “additional days for activities as prescribed by the District” as specified in Article 5.1 of the Agreement.
3. A “mandatory staff development day” is a single day, six and a half hours (6½ hours) in length, on which all Members are required to attend a staff development session.
4. A “voluntary staff development day” is six and a half hours (6½ hours) in length, or any combination of time that totals six and a half hours in length.
5. “Attend” for the purposes of being paid for attending a mandatory or voluntary staff development day, means meeting the state law requirements of being present for the entire 6½ hour staff development session, signing in at the beginning of the day, and signing out at the end of the day. Any Member who fails to meet these requirements shall not receive credit for attending the staff development day.

At the second track change or the beginning of traditional calendars, there will be a mandatory staff development day (full day), with Members being paid for the day per diem on the schedule per Article 5.12 of the Agreement.

If the school calendar has two dot days at the beginning of the school year for each track, only one dot day (not to exceed 2.5 – 3.0 hours) can be used for staff development and/or staff meetings.

All Members not assigned to a track (including Rainbow) must attend a staff development day on a day assigned by their supervisor.

Classroom teachers may elect to attend no more than two additional days of professional development training sometime during the school year and receive a stipend equal to their per diem rate of pay. The payment to Members for voluntary staff development days must be on a day that a Member is off track, or a non-work day such as a Saturday.

Professional development must address core subject areas, classroom management or related topics which lead to greater student achievement.

Collective Bargaining Agreement's Language Is Controlling

The language in Paragraph 5.12 of the Agreement shall control over the language in the MOU if there is any inconsistency between the Agreement and the MOU.

This Memorandum of Understanding was agreed to by the District and SMEEA Negotiating Teams on May 27, 1999.

SANTA MARIA ELEMENTARY EDUCATION ASSOCIATION

Date: _____ By: _____
Nancy Iarossi, President

SANTA MARIA-BONITA SCHOOL DISTRICT

Date: _____ By: _____
Joanne Cameron
Assistant Superintendent for Human

Resources

APPENDIX G – CERTIFICATED FRINGE BENEFITS

SANTA MARIA-BONITA SCHOOL DISTRICT CERTIFICATED FRINGE BENEFITS

2005-2006

HEALTH INSURANCE Provided for employee and family at District expense.

SISC III/Blue Cross 100/80 Prudent Buyer Plan -

\$100.00 deductible per person or \$300.00 deductible per family for calendar year. \$20 co-pay for office visits and \$200 co-pay for emergency room visits. Prudent Buyer Member paid at 100% of contract, non member paid at 80% of Blue Cross Customary & Reasonable. Prescriptions \$5 generic \$20 brand-name. Mail order prescriptions available @ \$10.00 and \$50.00 for 90-day supply.

SUPPLEMENTAL CANCER INSURANCE

District-paid for employee and family.

DENTAL

PESC Premier - District-paid for employee only. Incentive Plan Coverage 70%-100% in four years. \$2000 maximum benefits per calendar year. Option to add dependents at employee expense is available -\$50.00 per month for one dependent; \$87.00 per month for two or more dependents.

PESC EPO - \$1.80 per month for employee only. 100% coverage \$2000 dental maximum per calendar year. \$3000 orthodontic lifetime maximum per family member. Option to add dependents \$33.80/mo. for one dependent, \$74.90/mo. for two or more dependents.

VISION

Vision Service Plan - District-paid for employee only. Coverage includes an examination, lenses and frames once every calendar year. There is no option to add family members.

LIFE INSURANCE

Provident Life - Decreasing term life insurance policy provided for employee at District expense. Spouse and dependent children are also covered in the amount of \$1500.

DISABILITY

Reliance Standard - District-paid income protection for employee. (Long-Term Disability Policy)

A D & D

\$1,000 of free Accidental Death and Dismemberment Insurance is provided for employee only. Option to add additional coverage for employee and family members at employee's expense. Ask for information package.

OPEN ENROLLMENT is held each year in September. All employees may add/drop dependents on their Health and Dental coverages, or add additional AD&D coverage during the open enrollment period, with all changes taking effect on October 1.

All employees having family events, (ie. marriage, new babies, or divorce) must notify the Employee Benefits Clerk to make the required changes to their health insurance within 30 days or the carriers may refuse coverage.

This is only a brief summary of the district sponsored fringe benefits. For more detailed information please refer to your benefit certificates or call Karen Walker, Employee Benefits Clerk at (805) 928-1783 ext. 8124.