

ROSAMOND TEACHERS' ASSOCIATION

CONTRACT



JULY 1, 2016 – JUNE 30, 2019

(Revised August 2019)

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**ARTICLE I
INTRODUCTION**

This Agreement is made and entered into by and between the Southern Kern Unified School District, whose address is 3082 Glendower Street, Rosamond, California, hereinafter referred to as the "District," and Rosamond Teachers' Association/CTA/NEA, whose address is Attn: RTA President, P.O. Box CC Rosamond, California, hereinafter referred to as the "Association."

ARTICLE II RECOGNITION

A. The Board of Trustees of the Southern Kern Unified School District recognizes the Rosamond Teachers Association (“Association”) as the exclusive representative of the unit defined below under “Bargaining Unit Description” for the purpose of meeting and negotiating with the Association concerning items specified in Section 3543.2 of the Government Code. The Association agrees that the unit described below is the only appropriate unit and that it will not through PERB proceedings or otherwise attempt to amend or change the unit described, except with the respect to newly created classifications.

B. The District recognizes the Rosamond Teachers Association/CTA/NEA as the exclusive representative of the District’s full-time, regularly employed certificated classroom teaching employees currently employed by the District; excluding management, confidential and supervisory employees, substitutes, and adult school.

1. Regularly employed certificated classroom teaching employees of District Charter schools, including but not limited to the Southern Kern Preparatory Academy, shall be members of the bargaining unit.

C. The Association agrees to fully represent all bargaining unit members without regard to membership in the Association.

**ARTICLE III
NONDISCRIMINATION**

A. Neither the District nor the Association shall illegally discriminate against any employee covered by this Agreement on the basis of race, color, creed, age, sex, national origin, physical handicap or membership in an employee organization or participation in the activities of an employee organization. The employment of an employee covered by this Agreement shall not be adversely affected by his or her domicile.

B. Employment application forms and pre-employment interview procedures shall not refer to an individual's membership in or preference of an employee organization.

C. This Agreement shall be applied uniformly and consistently to all unit members.

ARTICLE IV RETAINED RIGHTS

The Exclusive Representative understands and agrees that consistent with the laws of the state of California, the right, power, prerogative, and authority to manage, control and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as those or any other heretofore unspecified rights, powers and prerogatives, and authorities are by this Agreement expressly and specifically limited, abridged, or modified by this Agreement in the manner and to the extent authorized by law.

ARTICLE V ASSOCIATION RIGHTS

A. Access. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose and length of the visit.

1. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours such as breaks, duty free lunch period and before and after school.

2. With the advance approval of the Superintendent or designee, the Association may utilize District facilities during and outside of unit members' normal working hours for meeting purposes and may use incidental equipment when not otherwise in use on a reimbursement of cost basis.

3. The Association shall be provided access to certificated employee orientation in accordance with Government Code sections 3555-3559. Access to newly hired unit members shall include:

- a. A meeting of 60 minutes during the new teacher orientation period as described in Article XIX.H.
- b. 10 days advance notice of the orientation schedule.
- c. Name, work location, assignment, address, personal and cell phone numbers, and personal email address on file with the District, unless the employee has opted out of the disclosure of personal information pursuant to Government Code sections 6207 and 6254.3.
- d. For teachers hired after the new teacher orientation, a meeting of 45 minutes during non-instructional time (i.e., non-student contact time). The meeting will be scheduled by the Association President, or designee, with the approval of the Superintendent or designee.

B. Distribution and Posting of Materials. The Association may distribute organizational literature on District property, provided it does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner, which disrupts unit members who are performing their duties. Literature may be distributed, or left for pickup in coffee rooms, faculty rooms and in other appropriate site locations as designated by the site administrator.

The Association shall have the right to post notices of Association concern on bulletin boards, at least one of which shall be maintained in each school site in an area frequented by unit members. This bulletin board will be for association use only.

C. Use of Site Mailboxes. The Association shall have reasonable use of unit members' school mailboxes and intradistrict mail to distribute organization material.

D. Content Restriction. Any literature to be distributed or posted must be presented to the onsite administrator or designee and must be dated and must identify the person and organization responsible for its promulgation.

E. Names and Addresses. The District shall, by October 15 of each school year, and with the written consent of the affected unit members, furnish to the Association without charge a list of the names, addresses and telephone numbers of all unit members. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties.

F. The Association shall be entitled to twenty (20) days release time each school year covered by the Agreement for use by the Association's representatives. The Association shall pay substitute expenses.

Of the 20 days, the Association President shall be entitled to five (5) days release time each school year with any substitute costs absorbed by the District.

G. The District shall furnish the Association a copy of all Board Policies and current rules and regulations governing the District.

H. The District, upon request by the Association, agrees to furnish to the Association, within five (5) working days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90 Reports, assignment location of certificated personnel, tentative budgetary requirements and allocations, the agenda and minutes of all Board meetings and attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits and stipends paid as necessary to guarantee employee rights and provide accountability for decisions made by unit members of district committees.

I. Appointment to District and Joint Committees. The Association shall be consulted on the selection of unit member representatives to all Association/District joint committees.

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

Unit members shall be appointed by the Association on site or District committees including curriculum and professional development committees. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

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

A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law and has been discussed with the site administrator prior to presentation.

In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize his/her own personal, political and/or religious view.

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

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

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

L. Classroom Aides and Student Teachers. The work of instructional aides shall be under the control and direct supervision of the unit member they are assigned to.

The unit member shall periodically discuss with the site administrator the performance of the instructional aide under his/her supervision. When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an aide, the unit member may initiate a request to the appropriate administrator that the aide be evaluated. Any action taken shall be at the sole discretion of the site administrator.

The District shall work cooperatively with unit members on the assignment of student teachers from the teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval. Unit members accepting student teachers shall be paid the student teacher fee offered by the educational institution. If the fee is paid directly to the unit member, the unit member shall retain the entire fee. If the fee is paid to the District, the fee will be paid to the unit member less \$40 for District processing and payroll.

M. Teaching Conditions. The District shall make every effort to provide the unit member with adequate textbooks, equipment, supplies, materials, storage space, educational technology, and classroom facilities to properly perform his/her assigned duties. Qualified personnel shall repair, setup, and provide programming of educational technology, equipment, and instructional devices as soon as possible.

Except in emergencies, necessary repairs and maintenance of classrooms and district facilities shall be made at a time that will not interfere with the instructional program unless arrangements are made with the teacher. Should the health, safety, or welfare of pupils or unit members be endangered, immediate action shall be taken by the District to correct the problem.

Unit members shall not be expected to use or purchase supplies of personal equipment for their assignment.

N. Parent/Guardian Involvement and Information. It is the belief of the Association and the District that student achievement is enhanced when parent/guardian involvement is increased. The Association and the District are committed to increasing parent/guardian participation in the education of students. With the active involvement of parents/guardians comes an increase in visitors to the school site. To that end, in order to support the needs and rights of the parents/guardians and unit members and to insure the safety of the students and unit members, the following procedures shall be followed.

Parents/guardians wishing to review materials in use in their student's classroom shall provide a written request to the student's teacher(s) at least 48 hours prior to the date the parent/guardian wishes to come to the school to review the materials.

Upon the unit member's agreement as to the date and time, the parent(s)/guardian(s) may come to the school to review the materials. Whenever possible, the time set for the review of the materials will take place during the unit member's preparation time.

Such review shall not take place during the unit member's duty free lunchtime, or any other duty free break times during the workday.

Parent(s)/guardian(s) wishing to observe in a unit member's classroom shall provide written request at least 48 hours prior to the day of the requested observation. Any such observation scheduled by the teacher will be communicated to the site administrator.

Upon the unit member's agreement as to the date of the observation, the parent(s)/guardian(s) may observe the classroom at any time during the student instructional day.

The observation shall last no longer than 45 minutes or one class period.

Observations shall be no more frequent than once every calendar month.

Upon mutual agreement among the unit member, parent(s)/guardian(s), and site administrator, the time and the frequency of the observation may exceed the limits set forth above.

If, during the course of the observation, the parent(s)/guardian(s) presence becomes disruptive, unit members are strongly encouraged to have a site administrator intervene with the parent. If an administrator is not available, the unit member shall have the authority to instruct the parent(s)/guardian(s) to leave the classroom. The unit member shall report any such incidents to the site administrator as soon after the incident as possible. A disruptive parent/guardian shall not be allowed to observe the unit member's classroom again unless agreed by the unit member and the site administrator.

Parent(s)/guardian(s) coming onto a worksite for any purpose shall check in at the main office prior to visiting any other location at the site. Personnel in the main office shall contact the unit member to be visited before the parent(s)/guardian(s) are allowed to leave the office to go to the unit member's work location at the site unless the unit member has given approval that contact by the office is not required.

The District shall pursue appropriate legal action against any parent/guardian who demonstrates a pattern of disruptive behavior while visiting a worksite.

O. Whenever possible, the site administrator shall give at least 24 hours' notice prior to placing a new student in any unit member's class section. This paragraph shall not be in effect during the first 15 days of the school year.

1. In accordance with Education Code Section 49079, the District shall inform a unit member about any pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Sections 48900.2, 48900.3, 48900.4, or 48900.7. The District shall provide the information to the unit member based on any records that the District maintains in its ordinary course of business or receives from a law enforcement agency regarding a pupil described in this paragraph.

2. The unit member will be allowed to meet with the site administrator prior to the student being placed to discuss provisions made by the District to ensure safety of students and staff and possible alternatives to the placement.

ARTICLE VI CONSULTATION

A. The Association has the right to consultation on the definition of educational objectives, the right to consultation on the determination of the content of courses and curriculum, the right to consultation on changes in site or district workday schedules and the right to consultation on the selection of textbooks to the extent such matters not specifically enumerated are reserved to the public school employer, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

B. In order to provide the Association with the opportunity to consult on the definition of educational objectives, the determination of the content of courses and curriculum which may be affected by economic layoffs of unit members the District shall, prior to March 15, provide the Association with a list setting forth proposed layoffs and the full time equivalency to be eliminated. Following receipt of such list and prior to May 1 the District upon request shall consult with the Association on such matters with the purpose of assuring that in making the ultimate determinations on such matters the District is apprised of all important factors and considerations relevant to such determinations.

ARTICLE VII
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any unit member who is a member of the Rosamond Teachers Association (“RTA or Association”), or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the teacher each month for 10 months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member who is a member of the Association shall maintain such membership for the duration of the Agreement.

B. Any unit member who is not a member of the Rosamond Teachers Association or who does not make application for membership within 30 days following ratification between the parties or within 30 days from the date of commencement of assigned duties, shall become a member of the Association or shall pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments in one lump sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph A of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support employee organizations and shall not be required to join or financially support the Association; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds, which are exempt from taxation under Section 501 C (3) of Title 26 of the Internal Revenue Code:

- a. American Heart Association
- b. American Cancer Society;
- c. Rosamond Education Partnership;
- d. Rosamond Teachers Association Scholarship Fund;
- e. Rosamond Rotary Foundation

2. Any employee claiming these exemptions shall furnish the Association and the District with copies of receipts from the charity selected as proof that such payments have been made or shall authorize payroll deduction of such payments. Such proof shall be presented on or before October 1 of each year.

C. With respect to all sums deducted by the District pursuant to paragraphs A and B above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association, together with an alphabetical list of teachers for whom such deductions have been made, categorizing them as to members or non-members of the Association and indicating any changes in personnel from the list previously furnished.

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

E. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or implementation thereof, provided that the Association shall have the exclusive right to decide and to determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

F. The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation), provided that the Association shall have the exclusive right to decide and to determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

G. Any unit member making payments as set forth in paragraphs B 1-2, above, and who request that the grievance or arbitration provisions in this agreement be used on his/her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

H. Unit members paying either their Association dues or a fair share fee by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.

I. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittances for annuities, credit union, savings bonds, charitable donations, or any other plans or programs designated by the unit member.

ARTICLE VIII LEAVES

The District and the Association agree that the highest quality of education is provided with the full-time teacher present in the classroom. Teachers are encouraged to make every effort to be in attendance for all the days of his/her contract. It is also understood that occasions arise in which the teacher must be absent due to illness or personal necessity.

A. For purposes of this Article, immediate family shall include the mother, father, any grandparent or grandchild, the spouse, children, sibling, in-law, aunt, uncle, niece, nephew, or cousin of the employee or the spouse of the employee, or any person living in the employee's immediate household. The definition of immediate family shall also include registered domestic partner or any relative living in the employee's immediate household.

B. Each unit member is entitled to one day of paid leave for each month of employment up to a maximum of ten days a school year.

1. Credit for leave of absence need not be accrued prior to taking the leave and leave may be taken at any time during the school year.

2. If the employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

3. Accumulated sick leave accrued in another district shall be transferred to the District for newly hired certificated employees.

4. Leave may be taken on an hourly basis in units of one-sixth (1/6) for any absence for an hour or any part thereof. If a unit member voluntarily covers a period without taking a period substitute pay, no leave time shall be deducted from the absent unit member.

5. Absence due to illness should be arranged as soon as possible. The employee shall access the substitute placement/absence tracking system online or via phone at the earliest possible moment he/she is aware of the need for an absence. It is the employee's responsibility to ensure absences are correctly entered into the system. The employee may use the automated system to create an absence up until two hours before school start time. Within two hours of the start of school, and for emergencies, the employee shall contact the District Substitute Line (661-256-5000, ext. 1555) to notify the District so that a substitute can be arranged. If an absence is to continue beyond the initial day, it is the employee's responsibility to enter the absence into the system as soon as possible to arrange additional substitute coverage. Additionally, if an absence has been scheduled and is no longer needed, it is the employee's responsibility to delete the absence more than 24 hours in advance. If the cancellation is within 2-4 hours of the planned absence, the employee must notify the District

Office at the above listed number to ensure the substitute may be cancelled and notified.

The teacher may request a substitute from the District's list of substitutes using the preferences option of the substitute placement/absences tracking system. The District shall make every effort to provide the substitute requested. Placement of substitute teachers in the classroom is at the discretion of the District.

6. When an absence is to be longer than one (1) day, the employee must notify their school site or the District Substitute Line (661-256-5000, ext. 555) of an intention to return by 4 p.m. on the workday prior to the day of return. Failure to comply with this provision shall result in a written warning to the employee. Failure to comply a second time in a school year may result in deduction of the substitute's pay from the employee's salary, provided the District is unable to cancel the substitute.

7. An employee shall be credited at his retirement for each day of accumulated or unused leave of absence for illness or injury for which full salary is allowed to which the employee was entitled on the final day he rendered service to the District.

8. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

9. An employee shall not be required to secure advance permission for the following reasons:

a. When an employee is ill or injured to a degree so as to be unable to satisfactorily perform regular duties.

b. When an illness or injury may be aggravated to the detriment individual welfare by continued service.

c. Serious illness of a member of the employee's immediate family of a severity that requires constant attention or a physician.

d. Quarantine for contagious disease leave beyond accumulated sick leave is subject to board action.

e. The necessity to take a dependent member of the employee's family to a healthcare provider for evaluation or treatment.

10. Any time this policy is invoked by an employee, reasonable notice, when possible, must be given to the immediate supervisor or the District to provide for a temporary replacement.

11. The administration shall verify reason for absence. Leave may be claimed only for the reasons provided in this Article. All absences from duty for one day or more shall be verified according to the following procedure:

a. A verification of absence form shall be completed immediately upon return to duty and shall give a reason for the absence. The immediate supervisor shall review this completed form and verify the reason for absence.

b. Employees returning from prolonged illness (more than five days) may be asked to verify to the satisfaction of the immediate supervisor that absence from duty resulted from instructions issued by a licensed physician or other licensed practitioner.

12. Unit members who have used all leave time granted for the school year (usually ten days as outlined in Paragraph B) may also request additional leave time for illness. The unit member may use accumulated sick leave. If the unit member does not have any accumulated sick leave, the District shall grant the leave time and differential pay (the unit member's daily rate less the cost of the substitute) shall be provided with a verification of illness by a physician. If the physician's verification is not provided, the leave time shall be granted without pay.

Accumulated sick leave may also be used for care of an immediate family member as described in Paragraph A.

13. After written notification by their site principal, employees who abuse leave privileges may also be required to produce a physician's verification for any leave time due to illness regardless of accumulated sick leave availability.

C. Personal Necessity Leave. Employees may request up to ten (10) days of the ten (10) days of leave earned pursuant to this Article in cases of personal necessity. If days of leave have already been used for illness, those days shall be deducted first and the remaining days may be used for personal necessity. For example, if the unit member has been absent for three (3) days during the school year for illness, the unit member may have up to seven (7) days remaining that can be used for personal necessity.

1. Personal necessity leave shall be granted upon advanced request. No reason is required to be given for personal necessity leave. Said request shall be made at least 2 days in advance of the requested leave. Pursuant to Education Code section 44981, an employee may use up to ten (10) days of Regular Sick Leave for matters of personal necessity with the exception of unforeseen circumstances, the Association agrees that this language does not negate the advance notice requirement. Any leave taken by an employee in accordance with this paragraph shall not be for outside employment or business venture.

2 Advance written notice of the employee's intention to take such leave shall be required. Employees shall make a written request to take a personal necessity leave, at least two (2) days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the employee prior to the two (2) day notice requirement, the written request shall be made as much in advance as possible. If, due to circumstances beyond the employee's control, it is impossible to submit the written request in advance, the employee shall give verbal notice to the Principal or Superintendent and shall file the leave request the day they return to duty.

a. The request for such leave shall be on the form specified by the District, dated and signed by the employee.

b. The time off shall be charged to the employee in the same manner as leave described in Paragraph B.

3. Personal necessity leave will be granted upon request for a full day or portion of a working day required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances which the employee cannot be expected to disregard and which may not be conducted at a time other than regular duty hours or for personal business that cannot be conveniently handled at another time without the two (2) days' notice as required in Paragraph C, Section 2.

4. Unit members that have used all of the leave time granted for the school year (usually ten days as outlined in Paragraph B) may also request additional leave time for personal necessity. The leave time shall be granted by the District without pay.

5. Unit members that use no leave time during the year, excluding school business, will be paid a bonus of \$100 in the form of a gift card from a local retail vendor. The gift card will be awarded to the unit member at the Teacher Preparation day the following school year. (Teachers having left the District and qualified to earn the bonus will be mailed the gift card.)

D. Bereavement Leave. All certificated full-time employees shall be granted five (5) days leave of absence in the event of the death of any member of his immediate family member, as listed in Paragraph A, or other personal relative who had been primarily responsible for rearing the individual. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by the Governing Board of the District.

E. Industrial Accident and Illness Leave. Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence and shall be charged by one

day for each day of authorized absence regardless of a temporary disability indemnity award.

1. A unit member who has sustained a job related injury or illness shall report such injury or illness to his or her immediate supervisor no later than the next scheduled workday following the occurrence of the injury or the onset of the illness or within twenty-four (24) hours of such knowledge.

2. Payment for wages lost on any day, or other pay period shall not, when added to an award granted under Worker's Compensation laws of this state, exceed the unit member's full salary that day or other pay period. Industrial accident and illness leave shall be reduced by one day for each of authorized absence, regardless of a compensation award made under the Worker's compensation. When an industrial accident or illness leave occurs at a time where the leave will overlap into the next fiscal year the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred.

3. During any industrial paid leave of absence the unit member shall endorse to the district the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn shall issue to the unit member, appropriate salary warrants for payment of salary less normal deductions.

4. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the unit member continues to receive temporary disability indemnity under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, the unit member may elect to take as much of the unit members accumulated and available sick leave which, when added to the Worker's Compensation award, results in a payment of not more than the unit member's regular salary. A unit member requesting Industrial Accident and Illness Leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.

5. Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Accident or Illness Leave may be reinstated in a position in the same class without loss of status or benefits provided this position still exists.

F. Maternity Disability Leave. The Board shall provide for leave of absence from duty for any teacher of the District who is required to be absent from duties because of disability due to pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all

job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the board.

G. Parental Leave.

1. Certificated employees employed by the District for at least 12 months may be eligible for Parental Leave as set forth in Education Code section 44977.5. Such leave is available while on a leave of absence for the birth of the employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

2. A certificated employee may use his or her sick leave for purposes of Parental Leave for a period up to 12 workweeks. Certificated employees are only entitled to one 12-workweek period of Parental Leave in any 12-month period.

3. Where both parents are employees of the District, Parental Leave is limited to 12 total workweeks to be shared between the two parents.

4. A certificated employee must first use accrued sick leave and accumulated sick leave for Parental Leave. Once sick leave is exhausted, the certificated employee shall be entitled to differential pay for the balance of the 12 workweeks for Parental Leave. An employee who elects not to exhaust his/her sick leave during the Parental Leave is ineligible for differential pay.

5. The District's health insurance benefit contributions will be made during approved Parental Leave as provided by applicable provisions of California or federal law and regulations and as provided for in this Agreement.

6. Parental Leave under Education Code section 44977.5 shall run concurrently with parental leave under Government Code section 12945.2.

H. Extended Illness. If an employee has utilized all of such employee's accumulated sick leave and is still absent on account of illness or accident for a period of five (5) school months or less, then the amount of salary deduction from the employee in any month shall not exceed the sum which was actually paid a substitute, or, if no substitute was employed, the amount which would have been paid to a substitute if one had been employed. The District shall attempt to secure the services of a substitute. The amount to be deducted will be the mean amount of the cost of an elementary and secondary substitute on the District's adopted substitute salary schedule. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. To receive differential pay under Extended Illness, the District shall require a doctor's verification of the illness from the unit member.

The District and the Association agree about the importance of having the regular classroom teacher present for instruction. In extreme situations where the unit member has depleted all accumulated sick leave and must be absent within the

guidelines of Section B8, the unit member shall be eligible for differential pay as described in Paragraph H.

I. Jury Duty. An employee who is required to serve on a jury shall receive full pay for such absence from duty provided he complies with the following stipulations:

1. The employee must present to the District Office certification that he has appeared for jury duty.

2. The employee must present to the District any check or warrant received as payment for jury duty (but he retains the payment for travel at the rate allowed by the County Board of Supervisors).

3. The day is reported as a day of absence but not charged against the employee.

J. Witness, Subpoena, or Court Litigant. The employee shall be required to give advance notification for leave taken for appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

A substitute will be secured when appearance is required during regular school duty hours.

K. In-service Leave. An employee may be granted permission for leave taken for professional activities. If such leave is granted, an employee will receive paid leave of absence for the purpose of attending classes, workshops, conferences or programs which are designed exclusively for the purpose of assisting the employees in the performance of assigned duties, introducing new concepts or procedures, or otherwise enhancing or improving the performance of the employee involved.

L. Sabbatical Leave. General provisions for sabbatical leave are contained in board policy and supplemented by the following provision: Not more than two (2) teachers may be granted sabbatical leave during any semester. If the number of qualified applicants is greater than two (2), the District agrees that the decision to grant any sabbatical leave will be based on least recent sabbatical leave and greatest District-wide seniority.

1. The decision to grant any sabbatical leave shall be based upon the program of study, research or travel of benefit to the District, and the following criteria:

a. The filing of satisfactorily detailed plans outlining the goals, objectives, and other significant data concerning the leave.

b. The financial situation of the District, as determined by the District.

- c. Availability of a qualified substitute acceptable to the District.
- d. Placement on at least Class 3 (BA + 30) of the salary schedule.

2. If a teacher on a sabbatical becomes disabled by illness or accident for twelve (12) or more days, the teacher may cancel the sabbatical leave and convert to sick leave or extended sick leave, or extended leave without pay, as appropriate to the circumstances.

3. The Board shall pay a teacher on sabbatical leave 50 percent of his/her full salary. A teacher on sabbatical leave shall be provided all of the regular fringe benefits due any other member of the bargaining unit.

4. The Board and the teacher who is to go on sabbatical leave shall develop a payment schedule which is acceptable to the teacher, at least thirty (30) days before the sabbatical leave is scheduled to commence.

5. Teachers who desire to commence sabbatical leave in September must apply pursuant to Paragraph L.2. of this Article not later than the preceding May 1; for leaves commencing in the second semester of the school year, applications must be made not later than the preceding October 1.

6. Denial of a sabbatical leave request shall not be made for reasons which are arbitrary, capricious, or without good cause.

7. Grievances may be filed only over an allegation that the District's denial of sabbatical leave was for reasons which were unrelated to provisions in Paragraph L.1. of this Article.

M. Unpaid Leave of Absence. The District may grant any unit member an unpaid leave of absence not to exceed one year. The District has the discretion of assigning a position when the employee returns. The employee must inform the District by March 15 of their leave year whether or not he/she plans to return. The employee may resign from the District at any time during the leave year without prejudice. The employee shall continue to receive health and fringe benefits for the period of absence. If employee takes another full-time job where benefits are available, district does not pay benefits.

ARTICLE IX TRANSFERS/REASSIGNMENTS

A. This Article is intended to provide an orderly and consistent procedure by which unit members may be reassigned or transferred to another grade level, department, school or site within the district. Transfer or reassignment of unit members should not create undue hardship (such as extreme transportation distances, abnormal class preparations, abnormal working hours) and in no case shall a transfer be initiated as a disciplinary action against any unit member.

The following are definitions of transfer and reassignment:

1. Transfer is defined as the movement of a unit member from one work location to another work location.

2. Reassignment is defined as the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or one configuration to another configuration within the same work location. A change from a single grade level class to combination grade level class shall be considered a reassignment. Reassignment for grades 7-12 within a teacher's specified credential area will not be considered a transfer.

B. The following factors shall be considered in making transfer and/or reassignment decisions:

1. The needs of the District, including the instructional program.

2. The appropriate credential held by the unit member and the nature/years of teaching experience.

C. Where these factors are equal, the unit member with the greatest length of service as a certificated employee with the District shall be given first consideration in the case of unit member initiated transfers and reassignments described below, and shall be given last consideration for District initiated transfers and reassignments described below except to balance a new school site with experienced and inexperienced teachers.

D. Unit Member Initiated Transfer or Reassignment. A request for a transfer or reassignment to take place at the start of the next school year must be made prior to June 1.

1. A unit member requesting a transfer or reassignment must file the request in-triplicate in the district personnel office. The request must include the current school and/or assignments and the desired school and/or assignments.

2. A copy of the request will be forwarded to the school administrator at the site where the member is currently employed. One copy will be sent to the administrator of the requested school to be retained until all vacancies are filled.

3. If a unit member's transfer or reassignment request is denied he or she shall, upon request, be given written reasons for the denial.

4. A request for a transfer or reassignment to take effect during the school year shall be made by the unit member within the time limit specified in the posted notice of vacancy. A determination by the principal of the unit member's current school that the transfer would have a deleterious effect upon the current instructional program will be deemed sufficient cause for denial of the transfer. No unit member's initiated transfer, involving more than one school, may ever take place without the approval of the principal of the school to which the unit member has requested a transfer.

E. District Initiated Transfers or Reassignment. Transfer or reassignment of the unit member will take place in such cases as (1) balancing the staff of school or department, (2) Changes in enrollment, (3) placement of personnel returning from leaves, (4) the opening and/or closing of schools, (5) and the elimination of program(s) and/or its funding.

1. A surplus situation will arise when the number of teachers present and on leave from a particular school exceeds the teacher allotment established in the areas in which the teacher is credentialed to teach.

2. The following procedure will govern the removal and placement of surplus teachers within the District.

a. The administrator will determine which assignments are surplus within his/her school.

b. Unit members being transferred or reassigned under this procedure will be notified in a personal conference with their administrator at which time they will be given the reasons for the transfer in writing.

3. Displaced unit members shall have the first priority in filling vacancies. Displaced unit members are those whose position has been eliminated.

Any vacancy that matches the assignment of the displaced teacher (grade level and site) prior to or within the first quarter of the new school year will be offered to that teacher first. The teacher may choose to accept the assignment or not. If the offer to return to a position is prior to the beginning of school, the teacher will have that one opportunity to move back into the position of displacement. If the vacancy occurs after the beginning of the year and before the end of the first quarter, the teacher may choose to move back into the assignment at that time or at the beginning of the next school year (if the position continues to exist). If the position becomes available after the first quarter, it will be filled from outside the District and then made available to the displaced

teacher at the beginning of the school year. This procedure will be used for one school year after the displacement.

4. Unit members shall be given written notice of any transfer or reassignment and reasons for such transfer or reassignment.

Such notice shall specify the site, building, grade, grade level, subject area, and/or position to which the unit member will be assigned.

5. Unit members shall be transferred or reassigned only to positions for which they hold a valid California credential and for which they qualify for a waiver.

6. Unit members may agree to a transfer or reassignment outside the unit member's credential authorization, providing the District secures all necessary waivers, and/or emergency credentials.

Unit members may withdraw from any voluntary transfer or reassignment as described in Article IX, Section E, Paragraph 6, at the end of the school year to any available opening.

7. Unit members will be given an opportunity to discuss such transfers or reassignment with their administrator personally. During this time, alternative methods of meeting the District needs will also be discussed and taken into consideration.

F. Unit members transferred or reassigned during the school year shall be allowed three (3) workdays with release time for the purpose of preparation and orientation to the new position. The unit member, upon request, shall receive assistance in moving materials for the transition.

G. After August 1, unit members will be entitled to one voluntary transfer and/or reassignment per school year. Additional transfers must be approved by the Superintendent or designee.

ARTICLE X VACANCIES

A. The District shall determine whether a vacancy exists and if it shall be filled. Decisions regarding the filling of vacancies will be made to ensure the best possible learning conditions for students.

B. In the event the District elects to fill a vacancy, it shall:

1. Determine the requirements for the position, which shall be based on:

- a. Credentials
- b. Grade level and/or subject matter.
- c. Legislative/court mandated programs.
- d. Special skills for other requirements of position.

2. Prepare notice specifying the position requirements and location.

3. Post the notice for a period of five workdays in the District Office, teacher lunchroom, school office, each school site District website (www.skusd.k12.ca.us) and EdJoin (www.edjoin.org). Unit members shall be responsible for contacting the District personnel office to apply for open positions.

4. On or before May 1, unit members will be notified of expected staff vacancies for the following year. In the event of other vacancies during the year, the District shall follow provisions B.1, B.2, and B.3. Vacancies posted within the first 25 percent of the school year shall be posted as a permanent assignment. Vacancies posted after this point shall be considered a Temporary Assignment. Should the assignment exist in the succeeding year, it will be posted according to the provisions in Paragraph B (1, 2, and 3) above.

C. Any unit member may apply for the posted vacancy.

D. The District agrees to make decisions on filling vacancies based on the relationship of individual qualifications to posted position requirements. Where two or more applicants are deemed to be substantially equal in their qualification, then the applicant with the most seniority in the district shall be offered the position.

E. Applications expire upon the filling of the posted vacancy. Long term substitute positions in which the initial request is for a substitute for more than four weeks but not more than one year are not considered vacancies nor are they subject to Section 3-B of the Year Round Education Addendum.

F. Unit members/applicants not selected to fill the vacancy may request reasons for denial, provided a written request for the reasons is submitted within 10 days of the District's action to fill the vacancy. The District shall provide a written statement of reasons within ten (10) working days after the unit member request.

G. When qualifications are changed for a posted vacancy, new notices of such vacancies and the changes in qualifications shall be posted.

H. Unit members will receive tentative written assignments for the following school year at least ten (10) days prior to the last day of the school year. If changes in the tentative teaching assignments or work locations for the following school year become necessary during the summer, the unit member affected shall be notified as soon as practicable.

ARTICLE XI
SAFETY CONDITIONS OF EMPLOYMENT

A. The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of unit members while they are on and in the facilities provided in furtherance of that program.

B. The District shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.

C. The Superintendent shall be responsible for the promulgation of safety rules of all unit members concerned, and appoint a District safety officer to oversee the conditions of the District facilities.

D. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the sheriff, and forward such notification to the Superintendent.

E. A written description of the rights and duties of unit members with respect to student discipline, including the use of corporal punishment and the right to suspend students, shall be presented to each unit member, in writing, on the first day of each school year.

F. The District agrees that it shall maintain a comprehensive liability insurance policy providing not less than two million dollars of coverage for each occurrence against personal liability for damage resulting in death of a person, injury to a person or damage or loss of property which occurs while the teacher is acting within the scope of his employment. As used in this Article, "within the scope of his employment" shall include any District sponsored activities (such as field trips.)

G. Unit members shall be responsible for observing all safety rules and standards.

Unit members are encouraged to wear footwear that is appropriate for maintaining safety. Teachers shall not wear flip-flop style sandals during regular work hours.

H. The District and Association recognize that the educational placement of special education pupils including pupils with severe disabilities is prescribed by statutory and case law and cannot be a matter of collective bargaining. The District does agree that unit members have a responsibility to be part of the Individualized Education Program (IEP) process.

1. Unit members shall be given five working days' notice to attend any placement or change of placement IEP meeting when the district is aware that the pupil may be potentially placed in a certain classroom.

2. The District shall provide health aides to perform and conduct necessary specialized health care procedures on students.

3. Bargaining unit members shall not be requested to perform specialized health care procedures including, but not limited to, dispensing medication, catheterization, crede, diapering, injections, ileostomies, colostomies, gastrotomies, tracheostomy, suction, oxygen administration, gavage feeding, and draining on students unless agreed upon by the teacher providing the service. Teachers may be required to respond and act in emergency situations.

4. Teachers may be required to attend training to respond in emergency situations. Such training shall be during the teacher's workday. The teacher shall receive compensation on the district's hourly rate schedule for approved training taken voluntarily outside of the regular workday.

5. The District will provide rubber gloves, mouth-to-mouth breathers and facilities to work with hot water and antiseptic soap to any bargaining unit member who may come in contact or be expected to come in contact with bodily fluids.

6. The District shall comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe appropriate environment.

ARTICLE XII PERSONNEL FILES

A. The official personnel file ("OPF") of each unit member shall be maintained at the District Personnel Office. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Every employee shall have the right to inspect such materials upon request.

B. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with promotional examination.

C. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty (other than instructional time) for this purpose without salary reduction. This written response shall be attached to the derogatory material during normal business hours. The employee shall be released from duty (other than instructional time) for this purpose without salary reduction.

This written response shall be attached to the derogatory material during normal business hours and he shall be released from duty (other than instructional time) for this purpose without salary reduction.

D. A unit member shall be permitted to examine and/or obtain copies of material in his file. The District may recover from the unit member the reasonable cost of furnishing such copies.

E. The contents of each unit member's personnel file shall be kept in the strictest confidence and access to his file shall be limited to appropriate personnel. Each unit member's official file shall be filed in the District Office.

F. No action will be taken on complaints pending an investigation unless the complaint alleges conduct, which may place students and other district personnel in danger.

ARTICLE XIII
PHYSICAL EXAMINATIONS

A. Examinations for tuberculosis will be required every four (4) years and unit members will be notified of their expiration dates. The District shall pay for the examination.

B. Except as provided in Paragraph A above, physical examinations shall be required only in the event that a unit member's job performance is impaired by suspected illness. Such examinations shall be performed by a physician from a list maintained by the Personnel Office. This does not preclude a unit member from choosing, at his own expense, another physician whose report shall be entered in conjunction with the report of the district physician.

C. Mental examinations shall be in accordance with Education Code Section 44942.

ARTICLE XIV TRAVEL

A. Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS reimbursement rate per mile for all driving done after arrival at the first location at the beginning of their workday. This does not apply to performance of paid extra service such as those listed in Appendix B.

B. Unit members shall be advised that they should not convey students in private automobiles when involved in school activities. However, unit members who are authorized by the board or school administrator may use their automobiles for school business and shall receive the benefits described in Paragraph A above.

C. Travel assignments shall be made to meet the educational needs of the District and not for disciplinary action.

ARTICLE XV EVALUATIONS

These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated employees as set forth in the California Education Code (Section 44660 et seq.) The District agrees to attach the evaluation form to the Collective Bargaining Agreement as an appendix; and further agrees to place any changes to the form at the beginning of the school year concurrent with copies of any such changes provided to the Association President. The Association reserves the right of consultation regarding any changes to the evaluation document.

- A. The performance evaluation shall relate to:
1. The progress of students toward the Board's established standards of expected pupil achievement.
 2. The instructional techniques and strategies used by the employee.
 3. The employee's adherence to curricular objectives.
 4. The employee's individual performance objectives.

The Association agrees that the above may be used for evaluation of any unit member only when performance objectives have been written covering the above material in accordance with Paragraph C of this Article.

B. Evaluation Criteria. Each unit member shall be evaluated on the basis of the approved District curriculum or when this is not applicable, on the objectives agreed upon by both the unit member and the evaluator. The first observation shall occur no later than November 30 of that school year.

C. Proposed Objectives. Prior to October 1 of each school year, the building principal will require each teacher to submit for approval performance objectives for the current year in accordance with Paragraphs A and B of this Article and meeting any criteria developed at the school site. Teachers hired after September 1 of the school year will have four weeks after date of hire to submit objectives.

The evaluating administrator may require the unit member to amend, expand, or otherwise modify these performance objectives. This must be done in a meeting prior to the first evaluation. In any case, there must be at least one meeting between the evaluator and the evaluatee to discuss the performance objectives prior to the first evaluation, which must be no later than November 30 of the school year.

D. Assessment Methods. Methods of assessment of student progress shall be utilized consistent with the stated objectives or program and other techniques discussed by the evaluator and evaluatee.

E. Unit Member. The teacher and the evaluator will make a good faith attempt to reach mutual agreement on the teacher's goals and objectives. To the extent the evaluator and teacher disagree on the goals and objectives by which the teacher is to be evaluated, the teacher may specify his/her position in writing, including the identification of constraints which the teacher believes inhibit his/her ability to meet the stated goals and objectives. After giving consideration to the constraints, identified by the teacher, the evaluator shall make the final decision on the teacher's goals and objectives for the school year.

F. Evaluations. Prior to any final evaluation, the evaluatee shall receive at least two (2) formal classroom observations for probationary teachers and one (1) formal classroom observation for tenured teachers. The duration of the observation(s) shall be determined by the site administrator, but in no event, less than thirty (30) minutes each visit. Teachers must be given at least forty-eight (48) hours' notice before a formal observation. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

1. At least once each school year for probationary personnel.
2. At least every other year for personnel with permanent status.
3. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, and are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional as delineated in the Federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as meeting or exceeding standards. The foregoing is subject to the agreement of both the evaluator and the employee being evaluated. The employee or the evaluator may withdraw consent at any time (Education Code Section 44664).

During or prior to the first formal observation, the evaluator may become aware quite early in the school year of performance which is unsatisfactory or requires improvement. In such cases, counseling, assistance, and specific suggestions for improvement shall be provided in writing and early enough to allow for improved performance.

4. Forty-five (45) days must be permitted for suggested improvement to occur, except in such cases where the law requires ninety (90) days. In that event, 90 days shall be required. Subsequent evaluations should be scheduled during this time to determine progress. The evaluatee shall be kept informed of progress made and the results of any interim evaluations.

5. The final evaluation shall be completed by on or before 45 days prior to the end of the school year and will include a written statement appraising performance, attainment of stated objectives, examples of excellence and outstanding competence, areas of personal performance that need improvement together with suggested means of improvement, conditions which handicap the effectiveness of individual services together with possible remedies for such

conditions, and identification of unit members whose services are unsatisfactory to such a degree that they should be considered for termination or other remedial action. The evaluator will confer with the evaluatee concerning the evaluation prior to writing the final evaluation.

6. The unit member may attach a written response to the evaluation, pursuant to the Education Code. The response may include any areas of concern with the evaluation process and the findings in the evaluation.

G. No negative evaluation of performance shall be predicated upon non-school related personal or organization preferences or activities which have no impact upon the unit member's effectiveness as an employee.

H. No negative evaluation of classroom performance shall be predicated upon the unit member's use of "controversial" teaching materials provided that such materials are consistent with the age and maturity level of the affected students and with the District's educational and curriculum guidelines and policies.

I. While evaluation procedures may in many cases be related for evidentiary purposes to disciplinary/discharge proceedings, discipline and discharge procedures may in appropriate cases be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any rights a unit member may have to adequate notice of performance deficiency and adequate opportunity to improve.

ARTICLE XVI
PARENT AND CITIZEN COMPLAINTS

No negative evaluation of performance shall be predicated upon information or material of derogatory or critical nature, which has been received by the evaluator from others (such as parents and citizens) unless the following procedures have been followed:

A. Such complaints shall be reported as soon as possible to the affected unit member through administration channels by the administrator receiving the complaint. Management shall investigate the basis for the complaint. Except in extenuating circumstances, the investigation, written report, and any adverse action shall be concluded within thirty (30) working days from the date the complaint was received.

B. The person or persons shall sign and date such material. The unit member shall be given written notice and an opportunity to review and comment, including the right to enter written comments into the record. Any written response shall be attached to the complaint during normal business hours. The employee shall be released from duty (other than instructional time) for this purpose without salary reduction.

C. No action will be taken on such complaints pending the investigation unless the complaint alleges conduct, which may place students and/or other district personnel in danger.

D. Upon request of the employee, the District shall attempt to schedule a meeting that includes the person who wrote the complaint.

E. Written complaints which are proven to be without merit will not be placed in the personnel file. Should the merits of a written complaint already included in the personnel file be found to be without basis in fact by subsequent investigation, the complaint will be withdrawn upon written request to the Superintendent.

ARTICLE XVII EMPLOYEE DISCIPLINE PROCEDURES

Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) workdays. Discipline shall not include dismissal or suspensions for more than fifteen (15) workdays. Disciplinary actions pursuant to this Article are intended to be corrective rather than punitive.

Progressive Discipline

A. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article XVIII of this Agreement.

1. Verbal Counseling or Written Warning: The District shall issue a verbal counseling or written warning before imposing more serious discipline. Verbal counseling or written warning may result in a post-conference summary memorandum. Post-conference summary memoranda will not be placed in the unit member's personnel file.

2. Written Reprimand: Except as provided in Paragraph A of this Article, a written reprimand will not be issued unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member has the right to respond to the reprimand in writing.

3. Suspension Without Pay: Except as provided in Paragraph A of this Article, a suspension will not be issued unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member will be suspended for a total of more than thirty (30) workdays during a school year. In all instances, the length of a suspension will relate to the severity of the action.

B. Pre-Discipline Investigation: Any proposed disciplinary action shall be brought to the attention of the Superintendent or designee. The Superintendent or designee shall investigate the matter. The Association shall be notified that a unit member is or may be subject to disciplinary action. As part of the investigation, an informal meeting shall be held with the employee, or if requested by the employee, with the employee and a representative. The meeting shall be scheduled within ten (10) workdays after the matter has been brought to the Superintendent's attention.

1. The employee shall be informed of the right to be accompanied to the meeting by a representative. If the employee elects not to be represented, the employee shall sign a statement to that effect.

2. As part of the investigation, the employee shall be notified of the allegation or allegations in writing and shall be given an opportunity to respond and comment on the appropriate disposition.

C. Notice: A written reprimand or notice of suspension shall be served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association president. The reprimand or notice of suspension will contain:

1. A statement of the specific acts or omissions upon which the action is based;
2. A statement of the cause(s) for which action is recommended;
3. Where applicable, the Education Code section, policy, rule, regulation, or directive violated;
4. The penalty proposed and the effective date of any suspension;
5. Copies of any documentary evidence upon which the recommendation is based; and
6. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article XVIII of this Agreement.

D. Administrative Leave: In the event a unit member is placed on administrative leave without advance notice conforming to the specifications set forth above, the notice shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) workdays of the unit member's removal from the position, with a copy concurrently provided to the Association president.

E. Arbitration: Only written reprimands and suspension without pay may be appealed to arbitration pursuant to Article XVIII of the Agreement, commencing with Section D.3 – Level 3. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite.

F. The Association must request arbitration by delivering written notice of appeal to the Superintendent within ten (10) workdays after receipt of the notice of suspension or written reprimand. If the Association does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand shall be implemented immediately.

G. Confidentiality: All information or proceedings regarding any action or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

H. Education Code: This Article is intended, for the purpose of a suspension of up to fifteen (15) workdays, to replace the provisions of Education Code Section 44944, but does not apply to any suspension pursuant to Education Code Sections 44939, 44940, or 44942. Further, this Article is not intended to preclude the District's right to non-reelect probationary unit members.

ARTICLE XVIII GRIEVANCE PROCEDURES

A. A “grievance” is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

B. Miscellaneous Provisions

1. If a grievance is not processed in accordance with the time limits set forth in this Article, it shall not be subject to arbitration as provided in this Article and 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 level, the grievant may proceed to the next step.

2. Any employee may, at any time, present grievances to the District and have such grievances adjusted without intervention of the Exclusive Representative as long as the adjustment is not inconsistent with the terms of this Agreement; provided however, that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.

3. Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence, which properly could have been included in the first grievance.

4. Representatives of the Exclusive Representative participating in the processing of the grievances shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

5. All written materials pertinent to a grievance, except decisions resulting from the final determination or settlements, shall be filed separately from the personnel file of the grievant or any witness.

6. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation.

7. There shall be no grievances filed over the following matters:

a. The termination of a permanent or probationary teacher.

b. The failure or refusal of the District to rehire or reemploy any probationary teacher.

c. Any matter for which recourse or remedy may be obtained from the Public Employment Relations Board.

C. Written grievances as provided in this procedure shall contain the following information. Written grievances which do not contain the required data may be rejected as improperly filed; such rejection shall not extend time limitations set forth below.

1. Name of grievant;
2. Date of filing;
3. Date of alleged violation;
4. Specific provision(s) or Article(s) alleged to have been violated;
5. Synopsis of events resulting in the alleged violation;
6. Specific relief requested.

D. Procedure

1. Level 1: The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve grievances by informal communication. However, if such informal communication fails to satisfy the teacher, a written grievance may be filed with site administrator, within thirty (30) working days of the informal meeting. The site administrator shall have five (5) working days to give a written decision of the written grievance.

2. Level 2: If the grievance is not settled in Level 1, the employee may move it to Level 2 by written notice to the Superintendent or his designee and the President of the Association, within five (5) working days. A meeting will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or his designee. The Superintendent or his designee, and the teacher and his designee, may invite other representatives to be present at such a meeting. A written decision shall be rendered by the Superintendent or his designee within five (5) working days from the date of the meeting.

3. Level 3: If the grievant is not satisfied with the decision of the Superintendent, he/she must appeal to the District Board of Trustees within thirty (30) working days of the date of the Superintendent's decision. The Board shall hold a hearing on the grievance at its next regularly scheduled meeting, or may schedule a special meeting for the purpose of hearing the grievance, and shall issue a written decision on the grievance within thirty (30) working days of the hearing. The grievant may be accompanied by an Association representative at the Board level hearing at the option of the grievant. Any special meeting held to

hear a grievance shall be scheduled so as to give at least ten (10) working days prior notice to all concerned parties.

4. Level 4: If the aggrieved person is not satisfied with the District disposition of his/her grievance at Level 3, or if no written decision has been rendered within ten (10) working days after he/she has first met with the Board he/she may request in writing that the Association submit his grievance to arbitration. The Association, by written notice to the Superintendent within thirty (30) working days after the receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. It is expressly understood that the only matters, which are subject to arbitration under this Article, are grievances which were processed and handled in accordance with the grievance procedure set forth above and which are not excluded from arbitration by the provisions of this Agreement. If any questions arise to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such questions shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed at arbitration.

E. Arbitration.

1. Selection of Arbitrator: As soon as possible, and in any event not later than ten (10) working days after the District receives notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request a list of arbitrators from the American Arbitration Association and/or the California State Conciliation Service.

2. Power of the Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties. The arbitrator shall have no power to grant financial or remunerative award where no loss of the money or wages has been proven to grant a remunerative award greater than the amount of money lost by the alleged improper application of the Agreement.

3. This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the state of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms specifically included in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore

not have authority to interpret or decide any issue not properly submitted. The arbitrator shall not render any decisions or awards, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable.

4. The arbitrator's decision will be in writing and submitted to the parties within thirty (30) calendar days of the arbitration hearing.

5. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or is not timely filed.

6. The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise.

7. The arbitrator and the arbitration hearing shall be bound by the rules of the American Arbitration Association.

8. Arbitrator's Decision: The decision of the arbitrator shall be binding upon the District, the Association and the grievant.

9. Arbitration Cost: All fees and expenses of the California State Conciliation Service and/or the American Arbitration Association shall be shared equally by both parties.

10. Prohibition of Self Help: The Association and the District agree that the grievant will conform to the original directive of the District until such time as the grievance is resolved.

11. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure of Article The provisions of the following articles are specifically excluded from arbitration under the provisions of this Article:

Article II – Recognition
Article IV – Retained Rights
Article VI - Consultation
Article XXV – Work Stoppage

ARTICLE XIX HOURS AND DAYS OF WORK

A. The District and the Association recognize that unit members are professional and that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. It is understood that, as professionals, unit members shall spend as much time on site and/or other places as necessary to fulfill their instructional and professional responsibilities.

1. Meetings required by the District, including but not limited to staff meetings, grade level meetings and department meetings, shall be limited to no more than one time per calendar month and will not last more than sixty (60) minutes. The District will make every effort to schedule meetings on minimum days.

2. Notifications for meeting shall be in writing with a hard copy distributed to unit members at least fourteen (14) days in advance. Unit members not in attendance shall be required to use personal leave time for the absence. In cases where a meeting must be held on short notice, unit members are encourage to attend as part of his/her professional obligation (Paragraph A). If the teacher has a prior commitment, he/she shall not be required to use personal leave time when notice of the meeting is less than fourteen (14) days.

3. Appointments for parent conferences scheduled by the District shall be made with at least forty-eight (48) hours' notice. Other appointments scheduled by the District for District business, such as IEP meetings, shall be made with at least seven (7) days' notice, when possible. Such appointments may be made by the District with less than seven days' notice for unforeseen events and/or with consent of the unit member. Except in an emergency, all meetings scheduled by the District, including but not limited to parent conferences, IEP, SST, committee, and staff meetings, in-service and training sessions, shall not be made after school on Fridays or the day before a scheduled holiday unless agreed to by the unit member(s) expected to attend the meeting.

4. Meetings scheduled for staff development and/or trainings in which the unit members will be out of the classroom and a substitute provided, not already on the calendar, will be done with at least seven (7) days notice to allow for proper instructional planning by the teacher.

B. Unit members must be on campus at least thirty (30) minutes before the beginning of the regular instructional day and remain on campus for a reasonable length of time after the regular instructional day ends. A reasonable length of time is defined as after the student instructional day, unless there are no mutually agreed upon student, parent or administrative appointments on that day. Unless an emergency exists, teachers will be given two days' notice, or as much time as required by this

Article, of appointments that have not been mutually agreed upon by the unit member and administration.

C. Duties shall be assigned as equitably as possible at each school site. Teachers at elementary school sites shall not be required to serve recess duty.

D. Activities such as game, dance, and after school detention duty at any site shall be assigned equitably and shall not exceed eight (8) hours per year without extra duty pay as per Appendix B.

The Association President shall not be required to serve any extra duty for student supervision as described in Paragraphs C and D unless there is an emergency situation.

E. Unit members shall be entitled to one (1) duty-free uninterrupted lunch period each day, which shall be the same length of time as the student lunch period, but not less than thirty minutes. Unit members shall be entitled to a break of no less than ten (10) minutes during the day. On minimum days there may not be a ten-minute break.

F. For sites with departmentalized classes, the site administrator shall schedule a daily preparation period for each teacher at the site. Teachers may be required to cover another teacher's class during their prep period and will be compensated as per Appendix B. When no substitutes are available, teachers will be assigned class coverage based on the following steps:

1. Ask for volunteers. Assign coverage to the teacher(s) who volunteered using the District seniority. This will start with the teacher who has the greatest District seniority and will rotate down the list to the one with the least District seniority.

2. If there are no volunteers available, substitute teachers will be required to cover classes.

3. Unit members are strongly encouraged to volunteer; the site administrator or designee may make a second request for volunteers. The second request should not be viewed as undue pressure or coercion, but simply as a reflection of the extreme nature of the situation. Again, unit members are encouraged to volunteer.

4. Less senior teachers and substitute teachers may be assigned prior to a unit member who has notified the site secretary that he/she waives the right of first refusal. The unit member may also ask to be contacted if all other available teachers do not accept a period assignment. Notification may be made or rescinded at any time during the school year.

G. Elementary teachers with self-contained classrooms are required to be at school thirty (30) minutes prior to the start of the school day; they will not be required to serve any duty before school. This time will be used for preparation or other related educational activities

1. Elementary Physical Education (PE): For sites that have a full-time or part-time PE teacher, classroom teachers shall not be required to attend, participate in, or supervise students during the scheduled PE period. RSP teachers shall be allowed to schedule up to 20 minutes per day or 100 minutes per week of non-student time. The site administrator must approve the non-student time schedule. This time for classroom and RSP teachers is to be used for classroom preparation, recordkeeping functions, and other duties normally related to a teacher's professional obligations.

2. Inclement Weather: Teachers may be required to open their classrooms during inclement weather and will be compensated in accordance with Appendix B. The following procedures will be implemented for such coverage:

a. Ask for volunteers.

b. Assign coverage to the teachers who volunteered using District seniority. This will start with the teacher who has the greatest District seniority and will rotate down the list to the one with the least District seniority. After all teachers who have volunteered have opened their classroom once, the rotation will repeat.

c. When there are no volunteers, use the procedures set forth in this Article, Paragraphs F.1.-F.4., to assign unit members to this duty.

d. Elementary Class Coverage: The District shall make every effort to provide substitute teachers, full or half day, for teachers on Leave in accordance with Article VII. In emergency situations in which a substitute cannot be obtained for a classroom, the Site Administrator may evenly distribute the students in the classroom to other classes in the same grade level. The teachers accepting those students shall be paid overage pay for each student accepted, regardless of the class size of the teacher, in accordance with Article XX, Paragraph C.

H. Returning unit members shall be required to work 182 days; newly hired unit members shall work 187 days. Orientation will commence no sooner than the week preceding the start of school and shall be one (1) day for returning teachers and six (6) days for newly hired unit members. A "newly hired teacher" is defined as a teacher who did not work in a full-time or part-time position the entire previous semester or did not participate in the five-day district orientation for new teachers within the past two years.

Unit members may voluntarily attend additional days of staff development, workshops and/or conferences beyond the 182 days and receive an additional \$270 per

day in compensation. The cost of District approved staff development workshops, and/or conferences will be paid by the District.

Room keys will be issued and the classrooms available to returning teachers at least two weeks prior to the orientation day

I. Saturday School: Unit members shall not be required to attend, supervise, or prepare materials for Saturday School. Duties for Saturday School will be the responsibility of site administration and/or unit members hired and compensated for Saturday School instruction and supervision. Unit members will be available to offer general direction to Saturday School teachers. Compensation for Saturday School shall be at the hourly rate provided in Appendix B and will include one hour of preparation time for each Saturday School session.

J. Unit members shall not be required to attend school when schools are closed due to inclement weather by order of the administration.

K. Nothing contained in this article shall be interpreted so as to prevent a unit member from attending meetings or performing additional duties in a manner consistent with his/her own sense of professional and ethical responsibility.

L. Minimum Days: "Minimum days" are defined as school calendar days on which students attend school and are released at a scheduled time that is before the end of the regular calendar day.

On regular minimum days, unit members shall remain on campus or involved with school business as designated by the site administrator or designee until the end of the regular school day schedule with a lunch period available in accordance with Paragraph E of this Article. Unit members may leave campus at the end of the instructional day on minimum days scheduled prior to a vacation such as Thanksgiving, Christmas/New Year's Break, Spring Break, and summer vacation. This paragraph also applies to minimum days scheduled for evening professional obligations such as Back to School Night and Open House Night and days around scheduled Parent Conference Day(s).

**ARTICLE XX
CLASS SIZE**

A. The District agrees to make every effort to adhere to the following maximums for students in classrooms:

<u>Level</u>	<u>2016-2017 Maximum</u>	<u>2017-2019 Maximum</u>
Pre-K-3	25	24
4-6	29	28
		Maximums only apply to self-contained classrooms
7-12	31	30
		students per class for a five period or six period teaching day
 Special Day Classes (SDC)		
Mild/Moderate		15 students per classroom
Moderate/Severe		12 students per classroom
EDD		12 students per classroom
 PE Classes Secondary		
		56 students per class for a five or six-period teaching day in grades 7 through 12
 PE Classes Elementary		
		2 classes per session (at least one Paraeducator shall be assigned for each PE session)
 Independent Study		
		28 students per caseload

These maximums exclude music, choir, drama, and other classes normally conducive to large group instruction as designated by the District and agreed to by the Association.

In no event will the maximums be exceeded by more than two (2) students in a single class/section. Upon exceeding two students in any one class at a grade level, section, or subject, or more than the total of two students in every class at a grade level/subject, the District shall have 20 school days at the beginning of the school year and 10 school days the remainder of the year to post a new position. Additional classes shall be started within thirty (30) calendar days from the posting.

B. In self-contained classes, class size in combination classes shall be four (4) less than the contract maximums.

C. If at the end of the time periods described in Paragraph A.1 of this Article a teacher still has more than the maximum number of students for that grade level, that teacher will be paid \$10 a day per student (if self-contained) or \$2 per student per

period (if departmentalized) starting on day 11 and continuing until the class size is lowered to the maximum for that grade level.

1. Students will be equally distributed. Students identified to receive specialized instruction, including but not limited to RSP and ELL students, shall be equally distributed among classes at the grade level, at the same site, in self-contained classrooms for other than ELL classes. The District shall provide the Association with a report of student distribution for each classroom for a school site or site(s) within 10 days of a written request by the Association.

2. Overage pay for permanently assigned students shall be paid monthly in accordance with regular overtime procedures. Overage pay shall be included on all contractual workdays including but not limited to, Parent Conference Day, minimum days, and approved leave days described in Article VIII.

D. Independent study students may be assigned to a teacher in addition to the teacher's regular assignment. A maximum of five (5) students may be assigned to a teacher. The teacher shall be compensated one (1) hourly unit of extra duty assignment per week, per student, in accordance with Appendix B. Teachers with independent study assignments will be given priority over unit members in other positions when assigning extra students. Extra students will only be assigned when all other independent study caseloads are at 28 students. Extra students will be distributed equally to teachers.

E. One home hospital student is equal to five (5) independent study students (meeting 5 times per week) toward the caseload maximum (i.e., a teacher with 2 home hospital students will have a maximum of 18 additional independent study students). Teachers of home hospital students are required to meet with the student every school calendar day each week as the health of the student permits.

F. After school/remediation programs such as reading academy and math academy shall adhere to the following maximums:

<u>Program</u>	<u>Maximum</u>
Reading Academy	20 students per classroom
Math Academy	20 students per classroom

G. Caseloads for Resource Specialists shall not exceed 28 students in accordance with Education Code Section 56362. Each SDC class and RSP assignment shall have not less than one Paraeducator placed in the assignment.

H. Caseloads for speech and language specialists shall not exceed 55 as required by Education Code Section 56363. Services may be provided by a Paraeducator under direct supervision by a credentialed language, speech, and hearing specialist.

ARTICLE XXI COMPENSATION

A. The Certificated Salary Schedule for the 2015-2016 school year is attached as Appendix A. The Extra Pay Schedule is attached as Appendix B. The Salary Schedule in Appendix A shall be increased effective July 1, 2016, by three and one-half (3.5) percent for the 2016-2017 school year (Appendix A-1); effective July 1, 2017, by three and one-half (3.5) percent for the 2017-2018 school year (Appendix A-2); and effective July 1, 2018, by three and one-half (3.5) percent for the 2018-2019 school year (Appendix A-3).

1. A unit member who has served as a full-time teacher in the District for fifteen (15) years shall receive a \$1,000 stipend annually to be paid beginning the 16th year of service. Unit members who have served in the District for 20 years shall receive a \$2,000 stipend annually to be paid beginning the 21st year of service. Unit members who have served in the District for twenty-five (25) years shall receive a \$3,000 stipend annually to be paid beginning the 26th year of service (see Appendix A).

2. Because of the unique nature of the assignment, unit members serving in full-time teaching assignments in classes designated as SDC (Special Day Classes) and ED (Emotionally Disturbed) shall receive an annual stipend of \$3,000. The stipend does not apply to student supervision before or after the scheduled student day and does not waive the rights of the unit member as described in Article XIX (Hours and Days of Work).

3. Unit members in regular education teaching assignments, RSP (Resource Specialist) assignments, and any other certificated teaching assignment attending IEP meetings as required by a site administrator, Director of Special Education, or Special Education Teacher, outside the contractual workday, shall receive compensation at the hourly rate as described in Appendix B. The unit member shall be given one (1) hour credit for each full hour and prorated credit for each fractional quarter hour. The unit member agrees to remain present during the entire IEP meeting except in situations of emergency or unforeseen circumstances. The unit member will receive one (1) hour credit for attending meetings that are cancelled at any time after the scheduled beginning time of the meeting. This paragraph does not apply to SDC teachers receiving the stipend referenced in Paragraph A.2. of this Article.

a. IEP meetings shall be scheduled to begin no more than sixty (60) minutes after the end of the regular scheduled workday. Unit members in general education assignments who are required to attend IEP meetings shall be compensated for the time after the end of the scheduled workday and the conclusion of the meeting as described in this Article.

b. The unit member may request to be released if the IEP meeting lasts more than two hours. The unit member may be excused from the meeting with the parents' consent and provided that being excused will not conflict in any way with the IEP. This provision is only effective for meetings that occur outside the regular scheduled workday.

B. The placement of teachers on the salary schedule is determined by the following provisions:

1. A new unit member holding a valid California Preliminary or Clear Teaching Credential but without previous teaching experience will be classified according to the requirements of the salary schedule and placed on Step 1 of the appropriate class.

2. A new unit member holding a valid California Preliminary or Clear Teaching Credential with previous teaching experience shall be given credit for one (1) step for each year of verified teaching experience, to a maximum of ten (10) years, allowing placement on Step 11 of the appropriate column of Appendix A-1.

3. Advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience.

4. Initial placement in a column shall be in accordance with the salary schedule based upon a unit member's degree, bachelor's (BA) or master's (MA), and the number of upper division or graduate units pertinent to the growth of the unit member in the field of education earned before or after the Master's Degree program. Evidence of units for salary advancement purposes and thus, column placement, must be provided as specified in Paragraph C below.

5. A new unit member holding a provisional teaching authorization, including but not limited to a Provisional Intern Permit (PIP), Short Term Staff Permit (STIP), or Intern Credential shall be placed in Column 0, Step 1, of the Salary Schedule attached to this Agreement as Appendix A. When the unit member receives a valid California Preliminary or Clear Teaching Credential, the unit member will be placed on the appropriate step of the salary schedule.

C. Procedure governing approval of units for salary advancement purposes shall be as follows:

1. To be approved for advancement purposes, college courses must be from an institute of higher learning and meet at least one of the following criteria.

a. Be part of the requirements for a district approved advanced degree toward which a staff member is working;

- b. Be needed for a particular credential on which a staff member is working;
- c. Be reasonably related to a staff member's specific working assignment; or
- d. Be requested by the District for a future local assignment.

2. All courses for salary advancement must be approved by the District Superintendent in advance. If it is not possible to have the course approved in advance, the courses must be approved before the second class scheduled. Lack of prior approval in no way obligates the Board's approval of that course.

3. No more than six (6) quarter units will be allowed during any one quarter, nor will more than six semester units be allowed during any semester. These limitations would not apply during any time that the staff member is not working full-time for the District (such as during a summer school session).

4. Unit members may not advance more than one column per school year unless that advancement would result from completion of all requirements for an advanced degree or for units toward obtaining an additional credential. Advancement to a new salary schedule column because of completion of requirements for an advanced degree may be made immediately upon written verification that the advanced degree has been obtained if notification was made prior to June 1 of the plan to complete an advanced degree during the coming school year.

5. To be eligible for movement to a new salary schedule column (except upon completion of requirements for an advanced degree), a unit member must submit written verification of completion of the required number of units or official transcript from the educational institution for movement to the new column by the second Monday of September.

D. In the event varying enrollment warrants additional class sections on a departmentalized schedule but not an additional teacher, the District may offer a teacher a class during the teacher's preparation period. Teachers who teach an additional section during their preparation period will be compensated an additional eight thousand dollars (\$8,000) to their annual salary.

E. Unit members in double session pre-school assignment shall be compensated an additional eight thousand dollars (\$8,000) to his/her annual salary. Double session assignment is defined as two (2) separate sections of students assigned to the same teacher each day. The start and end times of the assignment shall be agreed upon by the District and Association and shall be at least 45 minutes but no more than 60 minutes beyond the regular workday of other unit members in elementary assignments.

F. Speech Pathologists shall be compensated an additional eight thousand dollars (\$8,000) added to the unit member's annual salary if the assignment includes an extended workday schedule. The workday shall be seven and one-half (7.5) hours to be scheduled between 7:30 a.m. and 4:30 p.m. with approval of the District's Director of Special Education.

G. Unit members having earned a Master's Degree shall receive a stipend of \$1,000; members receiving National Board Certification shall receive a stipend of \$1,000, both stipends shall be paid annually.

H. Initial column placement and advancement of CTE/ROP teachers on the salary schedule shall be determined by the following provisions:

Column	Education +	Experience
I	AA or Equivalent Units BA/BS Degree	3 Years 1 Year
II	AA or Equivalent Units BA/BS Degree BA/BS Degree + 15 Units	5 Years 2 Years 2 Years
III	AA or Equivalent Units BA/BS Degree BA/BS Degree + 30 Units	8 Years 5 Years 2 Years
IV	AA or Equivalent Units BA/BS Degree BA/BS Degree + 45 Units	10 Years 8 Years 2 Years
V	AA or Equivalent Units BA/BS Degree BA/BS Degree + 60 Units	13 Years 11 Years 2 Years
VI	AA or Equivalent Units BA/BS Degree BA/BS Degree + 60 Units	16 Years 14 Years 2 Years

1. A new unit member with previous work experience within the scope of the CTE/ROP teaching assignment will be given one (1) year of credit for every two (2) years verified work experience, to a maximum of ten (10) years, allowing placement on Step 11 of the appropriate column of Appendix A-1.

2. All CTE/ROP teachers must have or be working toward obtaining a CTA/ROP single subject credential in accordance with the California Commission on Teacher Credentialing.

3. Procedures governing approval for salary advancement purposes shall be in accordance with Paragraph C of this Article. Additionally, units that may be applied for salary advancement for CTE/ROP teachers gained through approved professional development within the instructional field/expertise of the ROP teaching assignment.

4. One (1) semester credit hour shall be given for fifteen (15) contact hours in an approved program in accordance with CACDC, Title 5, Section 55002. Contact hours shall be defined as lecture or lab time in professional development or approved coursework in a specialized program related to a CTA/ROP credential.

**ARTICLE XXII
HEALTH AND WELFARE BENEFITS**

A. The District shall provide a maximum annual dollar contribution for each unit member and eligible dependents for health and welfare benefits as specified below for the 2016-2017 benefit plan year.

1. Blue Cross Anthem (SISC) 80-C \$20 with a \$7-\$25 Prescription Card or comparable.
2. Delta Dental Service (SISC) PPO 2000
3. Vision Service Plan C (SISC) \$0 co-pay
4. Basic Life Insurance

Medical Plan Options:

1. Blue Cross Anthem (SISC) 100-C \$20 with a \$7-\$25 Rx;
2. Blue Cross Anthem (SISC) 80-E \$20 with a \$7-\$25 Rx (this will be the base medical plan effective July 1, 2017);
3. Kaiser (\$10 Office Visit and \$10 Rx).

Premiums shall switch from tiered to composite effective July 1, 2017. For the 2017-2018 benefit plan year, the District's maximum health and welfare contribution shall be \$18,000 per unit member and eligible dependents. For the 2018-2019 benefit plan year, the District's maximum health and welfare contribution shall be \$18,450 per unit member and eligible dependents.

Any premium amounts above the District's maximum annual dollar contribution shall be paid by the employee through payroll deduction in order to continue the insurance coverage.

B. At the end of the contract, the District contribution toward benefits for each unit member's coverage shall continue to be a sum not less than the amount contributed in the final year of the agreement.

C. There shall be no change in provider(s) without negotiation with the Exclusive Representative.

D. No change shall constitute an increase of the dollar amount to be paid by the unit member during the school year.

E. Unit members hired prior to July 1, 2015, shall be eligible ("grandfathered") for the following retirement benefits. When the employee retires from the District under the provisions of STRS with at least twelve (12) years of service in the

District, the employee shall receive five (5) years of benefits regardless of age. Unit members who have at least twenty (20) years of service in the District shall receive ten (10) years of benefits regardless of age. Unit members hired after July 1, 2015, will receive the retirement benefits described in this paragraph until such time as he/she becomes eligible for any federal, state, or other governmental program that provides medical coverage (i.e., Medicare, Railroad Retirement, etc.). The period of coverage shall not exceed 10 years.

The District contributions toward these benefits shall not be less than the premium for the base benefit plan for active employees. The employee may choose a different plan of coverage. If the cost of the different plan is greater than the District's contribution for the base plan, the employee shall pay the difference. Premium payments are due monthly and must be paid 30 days in advance by the employee. The employee may choose to pay the premium in one (1) full payment. Payment arrangements must be made with the Business Office prior to August 1. If payment is not made within sixty (60) days, the benefit plan shall revert to the base benefit plan and remain there for the duration of the term unless paid in full by August 1 during the open enrollment period. The District shall pay the entire cost of the premium regardless of rate increases.

At age 65, "grandfathered" employees shall enroll in Medicare. The Medicare plan will become the employee's primary insurance and the District's benefit plan will be the secondary insurance plan. At age 65 or after 10 years of paid retirement benefit, whichever is sooner, employees hired after July 1, 2015, will no longer be eligible for retirement medical benefits from the District.

Upon enrollment in Medicare, the District's contribution for benefits shall cover the cost of both the Medicare benefits and the District benefits up to the maximum regular contribution by the District. For example: The employee retires under the two-party plan for District benefits. The current cost to the District for that plan is \$10,000 annually. Upon enrollment in Medicare, the cost of Medicare benefits is \$5,000 and the cost of District benefits drops to \$4,000. The District contribution for all benefits will cover the costs completely. If the combined costs for Medicare and District benefits exceed \$10,000, the employee shall pay the difference as outlined above.

If available, the District may offer retired employees a Medicare supplement program instead of the Anthem Blue Cross Plan provided to current employees. The retired employee may choose the supplement program or the plan provided to current employees.

F. The District agrees the effective date of earned credit toward Medicare coverage for those who elect Medicare coverage shall be July 1, 1991, as provided in Government Code Section 22156(a).

G. At any time at the request of either party, the parties may form a committee to study alternate health plans. Any change of provider(s) shall provide benefits substantially the same or better than benefits currently in effect.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

A. All unit members who participate in the production of tapes, publications, or other educational materials shall retain residual rights should they be copyrighted or sold by the Board, provided the materials were not prepared on District time or at District expense.

B. Within thirty (30) days of ratification of this Agreement by both parties, the District shall post the agreement on the District's website (skusd.schoolwires.net). The District shall provide the Association with no fewer than 25 printed copies of this Agreement. The District shall provide a printed copy of this Agreement and written reference for access to it on the District's website for each new unit member hired during the life of this Agreement.

C. The District shall continue its present policy of providing copies of proposed and adopted budgets when they become available and copies of each public agenda, minutes, and related informational items not confidentially received by the Board members.

D. The Association shall select a committee comprised of a teacher from each school site to coordinate with the Superintendent for planning and distributing lottery funds for the betterment of the District's educational system.

E. The District shall post and allow five (5) workdays for all interested certificated employees to apply for curriculum development, summer school, or any other part-time certificated adjunct duties offered by the District. Selection for these duties will be determined by credential, length of time in the District, and instructional assignment.

F. When the District, at its discretion, determines to implement summer school, it shall be in accordance with all applicable Board Policies and the Education Code.

G. When the District, at its discretion, determines to implement professional growth, it shall be in accordance with all applicable Board Policies and the Education Code.

H. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

I. After School Program (ASP). Assignment of classrooms for the After School Program is at the District's discretion. However, the District and the Association recognize the impact of having an ASP class in a teacher's regular room on planning

and preparing for daily instruction. The District shall use the following guidelines in assigning classrooms for ASP classes:

1. Empty classrooms will be used first.
2. Teachers who volunteer their classroom will be used next.
3. If there are not enough volunteers for the number of ASP classes needed, classrooms will be assigned equitably using the following procedures:
 - a. Classrooms will be grouped together by grade level to match the grade levels needed by the ASP.
 - b. The ASP class will be assigned to the room with the teacher who has the least direct seniority in that group of classrooms.
 - c. Each year, the ASP class assignment will rotate to the room of the teacher with the next least district seniority, and so on.
 - d. If in subsequent years a different teacher with less seniority moves into the classroom group, the assignment will go to that teacher for the year unless that teacher had an ASP class within the last two (2) years. It will then rotate to the next teacher in line by seniority who did not host an ASP class in previous years.
 - e. To maintain an equitable distribution among the entire staff at the site, and in conjunction with the ASP Coordinator, the site administrator, may assign an ASP class to a room outside of the grade level group after everyone in the group has had ASP class in his/her classroom.

**ARTICLE XXIV
SAVINGS**

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

B. If any such decision or change in law occurs, the parties hereto shall, upon request within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XXV WORK STOPPAGE

A. It is agreed that for the duration of this Agreement, the Association hereby agrees that neither it nor its members, or agents or representatives, or unit members shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any kind or refusal to perform job functions and responsibilities. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its officers agree in good faith to take all necessary steps to cause those employees to cease such action.

B. Should the Association and/or any of its members, officers, agents, or representatives violate Paragraph A of this Article and in addition to the District's rights to judicial relief in the form of the injunctions and damages, the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the Association, such changes, in wages, hours, and terms and conditions of employment of employees covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.

C. Any unit member authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing in support of an illegal concerted activity, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination.

D. In the event that this Article is violated over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance and arbitration provisions of Articles V and VI, the Association (and the employees) shall be deemed to have waived the right to process the grievance or dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with District's last stated position with respect thereto.

Nothing in this Article shall be construed to grant any right of concerted action or to waive any legal rights otherwise available to either of the parties.

**ARTICLE XXVI
DURATION**

A. This Agreement shall become effective upon ratification by the parties and continue in full force and effect until June 30, 2019, at which time it shall expire.

B. For the 2017-2018 and 2018-2019 school years, the parties may each reopen three articles, excluding Articles XXI and XXII. The parties may reopen other articles to address new laws or changes in law affecting this Agreement.

C. To expedite the reopening process, the following procedures will apply.

1. The Association will make every effort to present its proposal to the Board at its first regularly scheduled meeting in March. The District will schedule a special meeting to be called within fifteen (15) calendar days to hold public hearing.

2. The District will present its counterproposal at its first regular meeting in April or within two weeks of the Association's proposal. A special meeting will be called within fifteen (15) calendar days to hold public hearings.

3. The parties shall commence negotiations as expeditiously as possible following satisfaction of public notice requirements.

4. In the event settlement of the issues is not achieved by the tenth (10th) negotiation session or within sixty (60) calendar days of the commencement of negotiations, the parties will enter a joint submission requesting mediation assistance from the appropriate state agency.

D. In the event of unforeseen circumstances such as changes in state law, negotiations may be reopened on the approval of both parties.

**ARTICLE XXVII
YEAR ROUND EDUCATION ADDENDUM**

Year round contract language is suspended. It will be reinstated the day following the Board of Education's approval to resume year round education.

Calendar, Work Year, and Workday

A. The instructional day for unit members working on YRE schedule will be adjusted to meet the state minimum minute requirements.

B. Two "teacher preparation" days prior to the start of each track's first session will be scheduled as follows:

1. Day one will be used by the site administrator as an orientation day.
2. Day two will be used by the teacher for preparation.

The teacher's assigned classroom will be empty and available for one full workday at the start of the school year for each track as long as the District is on a four track YRE Plan.

C. When tracking out, unit members will be given one (1) minimum day with no less than two (2) consecutive hours to pack and move. They will be given adequate custodial assistance in moving.

D. The district may implement any cross track schedules that are mutually agreed upon between the district and the teacher, that allow all tracks equal access to specialists. Any increased number of duty days will require the district to provide per diem compensation for that unit member. Extended contracts for unit members will not exceed 220 days and the contract will be mutually agreed upon by the district and the teacher.

E. A unit member may, by application and appointment, be employed as an intersession teacher. Intersession compensation will be based on the same rate as summer school teacher's hourly rate.

Teachers, who design an intersession program that is put into action, will be offered the position of intersession teacher first. If the designer declines the position for that intersession, other unit members may apply for the position using the program.

F. In Intersession assignments designed for "student make-up work", no more than two grade levels per assignment and no more than the maximum number of students per teacher will be assigned as per the regular session contract.

G. No combination classes shall be established that include more than two (2) grade levels.

H. While YRE school unit members shall be required to be at school 30 minutes prior to the start of the school day, they will not be required to serve any cafeteria, playground, or yard duty during that thirty minute period.

Initial Assignment, Transfer/Reassignment/Track Change

A. During the initial assignment year, the district administration shall prepare a master list indicating the number of classes on each track at each grade/subject level.

1. Grade level assignments will be made for each bargaining unit member.
2. Unit members at each grade level at each site will meet and work out track selections.
3. Special education classes, and/or services shall be equally distributed among the tracks.

B. During the initial assignment year if track placement cannot be worked out among unit members; track placement will be assigned by district (certificated) seniority. This means that the unit member with the most district-certificated seniority shall have the first choice of all tracks. Unit members must have the proper credential to teach the assignment they have chosen.

C. The district shall assign the children of unit members (K-12) to the track of the unit member's choice. Unit members who wish to transfer out of YRE shall have first priority for any District certificated openings that they are qualified for by credential.

- D. Definitions: Transfer: Site or track change.
Reassignment: Grade level or subject is changed.

Any position that does not have a unit member assigned to it shall be a vacancy. This includes, but is not limited to, openings due to resignation, promotion, assignment to a federal or state program, retirement, added positions, and openings due to leaves over 9 weeks long. Such vacancies may occur during the school year or between school years, at the same or different sites. A voluntary transfer is any teacher-initiated change of assignment, including, but not limited to, site or track changes occurring during or between school years. It also includes a change from traditional to YRE or a change from YRE to traditional.

1. All vacancies shall be posted and mailed to unit members who request and provide stamped self-addressed envelopes to the District Office for mailing during either intersessions or summer breaks.
2. If a position becomes vacant mid-track, it shall immediately be considered a vacancy. A temporary teacher or long term substitute teacher may fill the position until the beginning of the next track when the position shall be

posted, as any vacancy and filled by the new applicant. If the notification period has not yet expired by the beginning of the track change, the position shall be filled as soon as possible by the new applicant.

3. Preference for vacant positions shall be granted to those unit members who have been involuntarily transferred as per section E below.

4. Unit members who have voluntarily changed tracks during the school year and would be subject to loss of annual workdays shall be provided an opportunity to substitute teach sufficient days to fulfill the annual contractual obligation and thereby receive a full year of service for retirement purposes. If a change of tracks results in a longer school year, the unit member shall be paid per diem for all days worked over the normal contract year.

5. Other transfer provisions cited in the contract will apply.

E. An involuntary transfer shall be defined as any district initiated change of assignment, including, but limited to, site or track changes at the same or different sites, occurring during or between school years. It also includes a change from traditional to YRE or a change from YRE to traditional.

1. No unit member shall be transferred or reassigned for arbitrary or capricious reasons or without basis in fact. No unit member shall be transferred or reassigned to accommodate the extracurricular activities of the school or track enrollment due to parental request. An involuntary transfer or reassignment shall only be made for one or more of the following reasons:

a. To balance the teaching staff of a track, school, or schools in accordance with the District's affirmative action plan or ESL/Bilingual requirements.

b. To balance the teaching staff of a track, school, or schools in order to meet comparability guidelines or state or federal programs.

2. Once the District has determined that an involuntary transfer or reassignment must be made, they shall seek volunteers by posting the notice for a one-week period to all affected unit members.

3. If there are no volunteers, the properly credentialed unit members with the least district certificated seniority that will accommodate the affirmative action goal or ESL requirement (only if applicable) shall be transferred or reassigned. If the unit members have the same district seniority, the unit member with the least continuous district seniority in that assignment will be transferred, in accordance with the provisions of this Article.

4. Any teacher involuntarily transferred or reassigned mid-year shall be granted two school days of paid service without teaching duties to prepare for the move.

5. If the involuntary reassignment or reassignment requires a change of rooms, the site administrator shall arrange for appropriate custodial assistance for the move.

6. Unit members who have been involuntarily transferred or reassigned shall have first priority in filling vacancies.

7. Unit members who have been involuntarily transferred or reassigned and would be subject to a loss of annual workdays shall be provided an opportunity to substitute teach sufficient days to fulfill the annual contractual obligation and thereby receive a full year of service for retirement purposes. The teacher may use any of the following methods or combination of methods to fulfill their contract: use of accrued sick leave, substitute teaching, exchange days, district assigned activities, and/or other mutually agreed upon assignments. All days worked under these conditions shall be paid at the teacher's daily rate. In any event, the district shall make accommodations for the teacher to fulfill the contract. If the change of tracks results in a longer school year, the unit member shall be paid per diem for all days worked over the normal contract year.

Teacher Rights

A. Unit members, at any time that they are "on track", may voluntarily exchange days with an "off track" unit member without loss of pay, benefits, or sick leave.

1. Unit member will notify the site administrator at least 24 hours in advance as to who will be replacing the unit member, the length of the exchange, and the dates when the unit member will pay back the exchange, when known. If the substitute teacher is from another site, the teacher seeking the exchange will meet 24 hours in advance and the teacher and administrator will mutually agree upon the substitute.

2. Payback of the exchange is the responsibility of the unit members.

3. Any disputes will go to the school's YRET.

B. Teachers off track shall have the first opportunity to substitute with the District following this plan:

1. The District will prepare a list of all teachers interested in substituting, with availability listed.

2. The District will call district teachers from this list first, and then revert to the standard substitute list.

3. The district sub rate plus \$25 shall be paid for day-to-day service to district teachers.

4. All district teachers may submit a priority list to district for substitutes to be called first whenever a substitute is needed. This list will be submitted once each year by October 30th of that year.

C. Teachers on YRE shall not be deprived of any benefits provided by this contract or district policy by virtue of assignment to year round school. YRE teachers shall not be disenfranchised in any district elections, formal surveys, and questionnaires.

D. YRE unit members shall have the opportunity to serve as mentors or on other district committees. YRE teachers who are off track shall not be required to attend any meetings of any kind. All teachers will have equal access to school and grade level appropriate staff developments while on track.

E. YRE unit members will be evaluated in the same manner as traditional year teachers. The first observation shall take place by the end of the 12th week of the assigned track.

F. Prior to the seventh (7th) week of the YRE teacher's track, the building principal will require each teacher to submit for approval performance objectives for the current year in accordance with sections A and B of Article XV in the current certificated contract.

G. In dealing with grievances, the term "workdays" will remain, but the District and grieving party may agree to extend days if the grievance falls at the end of a track.

H. Communication between the school and/or District with off track teachers shall be the mutual responsibility of the District and/or school site and the teachers. The following are guidelines:

1. At the mid-point of each intersession period, the teacher off track will be sent one mailing - the materials mailed will be kept to a minimum and packaged by a "buddy" teacher at the school site.

2. The District will provide a legal size envelope and postage.

3. RTA may include a non-partisan one (1)-page insert.

I. YRE unit members on a five and six period teaching day shall not be required more than three different preparations per term. Unit members who volunteer and teach more than the three preparations provided for in this provision, shall be released from all non-paid duties, clubs, and chaperoning responsibilities.

Working Conditions

A. Unit members on a YRE track that utilizes the "rotation" room utilization method will be provided with one (1) 48"X72"X28" locking mobile cart. Unit members

on a YRE track that utilizes the “roving” room utilization method, the unit member who is the “rover” will be provided with two (2) 48”X72”X28” locking mobile carts and a four-drawer file cabinet.

1. The district will be responsible for all moving and storage of all files and carts.

2. As long as space allows, unit members’ materials will be accessible to the members during the intersession times and workspace will be available.

3. Maintenance, repairs, and related custodial services, other than emergencies shall be scheduled to not disrupt the instructional program.

4. Year round schools, as all schools, shall have a minimum of one full cleaning each school year.

B. Each classroom will have an inventory of standard equipment and textbooks that are permanently housed in the classroom. Unit members will be responsible for all equipment and textbooks on the inventory list during the time they are assigned to the room and must account for all the textbooks and equipment each time they go on intersession. Materials and supplies will be ordered by the district nine (9) weeks prior to the beginning of a track.

C. All year round classrooms utilized during the months of June, July and August shall have operative cooling (refrigerated air).

D. Unit members shall be notified three (3) months before the beginning of their track as to their tentative assignment (track, grade, and or subject).

1. Teachers will be promptly notified of any subsequent change in their assignment.

2. If the District changes a school site from traditional to year round or year round to traditional, unit members shall be notified by April 1 of the preceding school year.

E. Unit members shall be assigned whenever possible to a single work site and room. The District shall make every attempt to avoid assigning unit members to a roving or rotating work site/room.

F. School sites, by grade level, will determine which type of room utilization method to use -”roving” or “rotation”.

1. Kindergarten classes in double session will not rotate or rove.

2. Grades 1-5 in double session will not rove or rotate.

G. A unit member may volunteer to be a roving teacher. As a rover, the unit member will agree to move classrooms every four weeks. The rover will be released from all bus, cafeteria, and yard duties, bulletin board preparations at their discretion during the session he/she roves.

1. If there is more than one volunteer, the teacher with the greatest seniority shall be selected.

2. If there are no volunteers, the final decision on such assignment shall be made on the basis of:

a. Least seniority of teachers available.

b. Roving track assignment - each teacher roves once in every four (4) years, beginning with the least senior teacher.

Salaries

A. All unit members on YRE shall be paid their annual salary in 12 equal installments.

B. Open enrollment for fringe benefit programs shall be in the month of July for all new certificated employees. Open enrollment for fringe benefit programs for returning employees will continue to be in October.

C. Each teacher shall receive a full year's credit in the state teachers retirement system for completing a full track. Teachers who have transferred or been reassigned voluntarily or involuntarily will also be entitled to earn a full year's credit as per Sections: 2. D. (4) and 2. E. (8).

D. Step and column advancement will be effective at the beginning of each unit members track assignments. In 1993, unit members have until September 30th to verify step and column advance and will be paid retroactive if applicable.

6. Year Round Education Team

Year Round Arbitration Team will be formed at each school site. When a matter of dispute in regard to Year Round School Operation arises the YRET will be convened to determine the merits of the case. The YRET will be made up of one administrator, one (RTA selected) teacher, and a third party to be mutually agreed upon by site administration and certificated teaching staff at the site.

**ARTICLE XXVIII
SABBATICAL LEAVE**

ARCHIVED

**ARTIVLE XXIX
PEER ASSISTANCE AND REVIEW**

ARCHIVED

**ARTICLE XXX
CATASTROPHIC LEAVE**

CATASTROPHIC LEAVE BANK

A. Creation

1. The Association and the District agree to create the Rosamond Teachers' Association Catastrophic Leave Bank effective upon ratification of this Agreement. The Catastrophic Leave Bank shall be funded in accordance with the terms of section B. below.

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

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

4. The RTA Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the President of the Association.

B. Eligibility and Contributions

1. All unit members on active duty with the District are eligible to contribute to RTA's Catastrophic Leave Bank.

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

3. Unit members wishing to join the Catastrophic Leave Bank must do so no later than September 30th.

4. The contribution, on the appropriate form, will be authorized by the unit member and continued from year-to-year until canceled by the unit member.

5. Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave, previously authorized for contribution to the Bank, shall not be returned if the unit member effects cancellation.

6. Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave, which included the enrollment period, and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for

the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

7. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5. Unit members that have accumulated sick leave, as defined in Article VIII, Paragraph B, will have the contribution for the Catastrophic Leave Bank taken from accumulated sick leave and will retain all ten (10) days of leave for the school year.

8. If the number of days in the Bank, at the beginning of a school year, exceeds 1,000, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time, and those returning from leave shall be required to contribute one (1) day per year to the Bank until they have contributed at least three (3) days to the Bank.

9. Unit members who are retiring or leaving the employ of the district may contribute their unused sick leave to the Catastrophic Leave Bank.

C. Withdrawal from the Bank

1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member (10) consecutive duty days or incapacitates a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. Thus, a participant who used the Bank after exhaustion of sick leave for twenty-five days to care for his/her spouse who dies of cancer, and, after returning to work suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.

2. Participants must use all sick leave, as defined in Article VIII, Section B, available to them before becoming eligible for withdrawal from the Bank. Participants are then able to draw up to 82 days of leave from the bank in increments not to exceed thirty (30) days in accordance with section 6 of this Paragraph. The District shall pay the participant full pay and the Bank shall be charged one (1) day. After the 82 days, the participant will then qualify for the differential pay for an additional 100 days.

3. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent

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

4. If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.

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

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

7. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policies. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of the withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section C. 13 below.

8. Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the member signs over any Worker's Compensation checks of temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

9. When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant for further Catastrophic Leave Bank payments. Any requests for additional medical

information from STRS or Social Security shall be submitted within ten (10) days of the participant's entitlement or Catastrophic Leave Bank payments will cease. Catastrophic Leave may not be used for:

- a. elective/cosmetic surgery.
- b. personal necessity leave.
- c. pregnancy/maternity leave.

10. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

11. Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in Sections B. 3 and C. 4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section B. 3) and had ten (10) days of accumulated sick leave when the illness began (Section C. 4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the Participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing on the eleventh (11th) duty day.

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

D. ADMINISTRATION OF THE BANK

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

2. The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of type of illness or disability.

3. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.

4. The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeal of denials.

5. By November 1 of each school year, the District shall notify the committee of the following:

a. The total number of accumulated days in the Bank as of June 30th of the previous school year.

b. The number of days contributed by the unit members for the current year.

c. The names of participating unit members.

d. The total number of days available in the Bank.

6. The District shall notify the committee quarterly of the following:

a. The names of any additional unit members who have joined in accordance with Section B.

b. The names of any unit members who have cancelled participation, in accordance with Section B.

c. The total number of days in the Bank at the beginning of the previous quarter.

d. The total number of days added to the Bank by new participants.

e. The total number of days awarded during the previous quarter and to whom they were awarded.

f. The total number of days remaining in the Bank on the last day of the quarter.

7. Any dispute between the committee and the District, as to the accounting of Catastrophic Leave Bank days, shall be immediately submitted to Binding Arbitration without the need to follow the earlier steps of the Grievance Procedure, as per Article XV. The Association and the District will meet in an attempt to resolve and/or clarify the issue(s) before proceeding to Arbitration.

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

9. For the first year of implementation of this Catastrophic Leave Bank, unit members volunteering to participate in the Bank will complete the necessary forms to contribute their first day of sick leave. This day shall be added to the Bank as soon as possible and will be available for use as administered pursuant to this policy.

ARTICLE XXXI JOB SHARING

A. "Job sharing" shall refer to two unit members on regular contracts sharing one teaching assignment.

B. Job sharing unit members shall share an assignment for a minimum of one year.

C. Applications for a job sharing assignment for the following school year must be filed with the District no later than March 1.

D. Applications will not be denied except for just cause. The Board will approve or deny the request and notify the Personnel Office, Principal, and applicants of its decision in writing by May 1. If the application is denied, the applicants will be advised of the specific reasons for the denial in writing.

E. Notwithstanding other provisions of this Agreement, wages, benefits, and paid leaves will be prorated in relation to the unit member's time worked and position on the salary schedule. In no event will the total amount of health and welfare benefits for the job sharing unit member exceed the amount the District would have paid if the position had not been shared.

F. On request of the job sharing unit members, job sharing may be renewed provided the two unit members notify the District prior to March 1. If the two unit members fail to notify the District that they wish to continue job sharing, or if the District does not approve continuing the assignment, the unit members will be returned to full-time assignments.

G. If a unit member on a regular contract is in a job sharing assignment and elects to return to full-time teaching after the first year, every effort will be made to return the unit member to his/her original school and track. If a non-tenured unit member on a regular contract is in a job sharing assignment for more than two years and elects to go to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which he/she is certificated and competent in accordance with the provisions of this Agreement.

**ARTICLE XXXII
ALTERNATIVE EDUCATION**

(The Association proposes new language to provide for programs and work requirements in Alternative Education. The proposal for the language will be adopted from program recommendations being developed by the District and teachers at Alternative Education.)


RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are authorized representatives of either the District or the employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law.

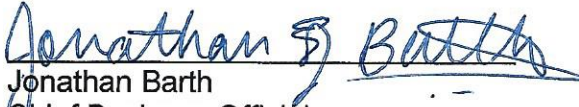
FOR THE DISTRICT:

**SOUTHERN KERN UNIFIED
SCHOOL DISTRICT**


Yolanda Sanchez, President
Board of Trustees


Dr. Carol Robinson, Clerk
Board of Trustees



Barbara Gaines
Superintendent


Jonathan Barth
Chief Business Official

Dated: Feb. 12, 2020

FOR THE ORGANIZATION:

**ROSAMOND TEACHERS
ASSOCIATION**


James Quellman, President
Rosamond Teachers Association

Dated: 2/12/2020

Memorandum of Understanding

The District and the Association agree that all stipends be paid as full stipends for all advertised stipend positions. However, in such cases in which the affected unit members wish to have more people involved in a program than stipends provided by the District, this MOU provides the guidelines to be used for "splitting" stipends.

This MOU is directed primarily for the use of coaching stipends in athletics, but may be applied to other stipend positions with the prior approval of the District and the Association.

1. The District shall decide on the number of stipends, Head Coach and Assistant Coach(s) that will be provided for each sport.
2. The position of Head Coach shall be posted and filled.
3. If the Head Coach would like more Assistant Coaches than provided by the number of stipends, the Head Coach may choose to "pool" the stipends of the Assistant and/or Head Coaching positions and divide the pool among the number of desired positions.
 - a. The number of coaches may not be less than the number of the stipends offered by the District.
 - b. An individual stipend may not exceed the stipend amount shown in Appendix B.
4. The District shall post that the stipends for the sport are in a pool and the amount of each specific stipend.

Example:

The District offers one Head Coach and two Assistant Coach stipends for boy's basketball. The Head Coach stipend is 9% and the Assistant Coach stipend is 6% each. This provides for a total of 21% in stipends.

The Head Coach, with the approval of the District, may request that the Head Coach stipend is 7% and that four Assistant Coach stipends be posted at 3.5%.

(Other combinations of 21% may be used provided the postings include the actual stipend for each position.)

The District and the Association agree that in such cases where there are multiple applicants for a coaching vacancy; preference shall be given to qualified certificated applicants in preference to non-certificated pursuant to Ed. Code 44919 and Board Policy 4127. The District shall determine and publish the qualifications of each coaching position prior to posting:

APPENDIX A-2

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2017-18 School Year

182 Days & 187 New Teachers	0	1	2	3	4	5	6
STEP	Temporary Credential (PIP, STIP, Intern) Site Substitute	BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	<u>43,350</u> <small>3,940.94</small>	<u>43,350</u> <small>3,940.94</small>	<u>45,730</u> <small>4,157.29</small>	<u>48,257</u> <small>4,387.02</small>	<u>50,782</u> <small>4,616.54</small>	<u>53,309</u> <small>4,846.26</small>	<u>55,836</u> <small>5,075.99</small>
2	<u>45,573</u> <small>4,143.01</small>	<u>45,573</u> <small>4,142.97</small>	<u>47,954</u> <small>4,359.42</small>	<u>50,478</u> <small>4,588.94</small>	<u>53,005</u> <small>4,818.67</small>	<u>55,532</u> <small>5,048.39</small>	<u>58,059</u> <small>5,278.12</small>
3		<u>47,648</u> <small>4,331.62</small>	<u>50,175</u> <small>4,561.34</small>	<u>52,703</u> <small>4,791.17</small>	<u>55,228</u> <small>5,020.69</small>	<u>57,753</u> <small>5,250.31</small>	<u>60,282</u> <small>5,480.14</small>
4		<u>49,872</u> <small>4,533.85</small>	<u>52,399</u> <small>4,763.58</small>	<u>54,925</u> <small>4,993.20</small>	<u>57,450</u> <small>5,222.71</small>	<u>59,977</u> <small>5,452.44</small>	<u>62,504</u> <small>5,682.17</small>
5		<u>52,095</u> <small>4,735.88</small>	<u>54,620</u> <small>4,965.50</small>	<u>57,146</u> <small>5,195.12</small>	<u>59,673</u> <small>5,424.84</small>	<u>62,200</u> <small>5,654.57</small>	<u>64,726</u> <small>5,884.19</small>
6		<u>54,317</u> <small>4,937.90</small>	<u>56,843</u> <small>5,167.52</small>	<u>59,370</u> <small>5,397.25</small>	<u>61,896</u> <small>5,626.87</small>	<u>64,421</u> <small>5,856.49</small>	<u>66,950</u> <small>6,086.32</small>
7			<u>59,067</u> <small>5,369.76</small>	<u>61,591</u> <small>5,599.17</small>	<u>64,118</u> <small>5,828.89</small>	<u>66,646</u> <small>6,058.72</small>	<u>69,172</u> <small>6,288.34</small>
8				<u>63,814</u> <small>5,801.30</small>	<u>66,341</u> <small>6,031.02</small>	<u>68,866</u> <small>6,260.54</small>	<u>71,394</u> <small>6,490.37</small>
9				<u>66,038</u> <small>6,003.42</small>	<u>68,564</u> <small>6,233.05</small>	<u>71,088</u> <small>6,462.56</small>	<u>73,617</u> <small>6,692.50</small>
10					<u>70,786</u> <small>6,435.07</small>	<u>73,313</u> <small>6,664.80</small>	<u>75,840</u> <small>6,894.52</small>
11					<u>73,010</u> <small>6,637.30</small>	<u>75,534</u> <small>6,866.71</small>	<u>78,062</u> <small>7,096.55</small>
12						<u>77,757</u> <small>7,068.84</small>	<u>80,284</u> <small>7,298.57</small>
13						<u>79,980</u> <small>7,270.87</small>	<u>82,508</u> <small>7,500.70</small>
14							<u>84,730</u> <small>7,702.72</small>
18							<u>86,953</u> <small>7,904.85</small>
22							<u>89,176</u> <small>8,106.88</small>
26							<u>91,397</u> <small>8,308.80</small>

Longevity for completion of District Service:							3.5% Increase
15 Years	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
20 Years	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
25 Years	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00

Master's Stipend	1,000.00	1,000.00	1,000.00
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APPENDIX A-3

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2018-19 School Year

182 Days & 187 New Teachers	0	1	2	3	4	5	6
STEP	Temporary Credential (PIP, STIP, Intern) Site Substitute	BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	<u>44,868</u> 4,078.87	<u>44,868</u> 4,078.87	<u>47,331</u> 4,302.80	<u>49,946</u> 4,540.57	<u>52,559</u> 4,778.12	<u>55,175</u> 5,015.88	<u>57,790</u> 5,253.65
2	<u>47,168</u> 4,288.02	<u>47,168</u> 4,287.97	<u>49,632</u> 4,512.00	<u>52,245</u> 4,749.55	<u>54,861</u> 4,987.32	<u>57,476</u> 5,225.09	<u>60,091</u> 5,462.85
3		<u>49,315</u> 4,483.22	<u>51,931</u> 4,720.99	<u>54,548</u> 4,958.87	<u>57,161</u> 5,196.41	<u>59,775</u> 5,434.07	<u>62,391</u> 5,671.95
4		<u>51,618</u> 4,692.54	<u>54,233</u> 4,930.30	<u>56,848</u> 5,167.96	<u>59,461</u> 5,405.51	<u>62,076</u> 5,643.28	<u>64,691</u> 5,881.04
5		<u>53,918</u> 4,901.63	<u>56,532</u> 5,139.29	<u>59,146</u> 5,376.95	<u>61,762</u> 5,614.71	<u>64,377</u> 5,852.48	<u>66,992</u> 6,090.14
6		<u>56,218</u> 5,110.73	<u>58,832</u> 5,348.38	<u>61,448</u> 5,586.15	<u>64,062</u> 5,823.81	<u>66,676</u> 6,061.47	<u>69,293</u> 6,299.34
7			<u>61,135</u> 5,557.70	<u>63,747</u> 5,795.14	<u>66,362</u> 6,032.90	<u>68,979</u> 6,270.78	<u>71,593</u> 6,508.44
8				<u>66,048</u> 6,004.34	<u>68,663</u> 6,242.11	<u>71,276</u> 6,479.66	<u>73,893</u> 6,717.53
9				<u>68,349</u> 6,213.54	<u>70,963</u> 6,451.20	<u>73,576</u> 6,688.75	<u>76,194</u> 6,926.74
10					<u>73,263</u> 6,660.30	<u>75,879</u> 6,898.06	<u>78,494</u> 7,135.83
11					<u>75,566</u> 6,869.61	<u>78,178</u> 7,107.05	<u>80,794</u> 7,344.93
12						<u>80,479</u> 7,316.25	<u>83,094</u> 7,554.02
13						<u>82,779</u> 7,525.35	<u>85,395</u> 7,763.22
14							<u>87,696</u> 7,972.32
18							<u>89,997</u> 8,181.52
22							<u>92,297</u> 8,390.62
26							<u>94,596</u> 8,599.60

Longevity for completion of District Service:

3.5% Increase

15 Years	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
20 Years	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
25 Years	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00

Master's Stipend	1,000.00	1,000.00	1,000.00
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APPENDIX B

SOUTHERN KERN UNIFIED SCHOOL DISTRICT CERTIFICATED ACADEMIC STIPEND SCHEDULE

EXTRA-PAY SCHEDULE

Period Substitute	\$45 per hour*
Other District Assignments	\$45 per hour
Training/Staff Development	\$45 per hour
Master's Degree	\$1,000 annually
National Board Certification	\$1,000 annually
Preschool Assignment (double session)	\$8,000 annually

*Period Substitute rate will be for first five (5) periods of coverage in a semester. Each additional five (5) periods of coverage shall be increased by \$10 in that same semester to a maximum of \$75 per hour.

SPECIAL SERVICES

% of Column 2/Step 1 on Salary Schedule

AVID District Director	6.5%
Band Director	8%
Middle School Band Director	8%
Newspaper Advisor	5%
ELL Coordinator	3%
Middle School ASB Advisor	6.5%
Yearbook Advisor	6%
High School Theater Director	8%
Mathlete Advisor	3%
Academic Decathlon	3%
Science Fair Coordinator	2%
Oral Language Festival	3%
Spelling Bee Coordinator	1%
High School Activities Director	9.5%
<u>Class Advisor (2/class)</u>	
Freshman	2%
Sophomore	2%
Junior	3%
Senior	3%
Department Chairperson (Sections 1-12)	2%
Department Chairperson (Sections 13-23)	2.5%
Department Chairperson (Sections over 23)	3%
Mock Trial	3%
Elementary Head Teacher	3%
Elementary Grade Level Chairperson (per site)	2%
Enrichment Programs/ Academic Club Advisors	2%
Agriculture Teachers	\$2,500
Site Test Coordinator	2%
After School Instructor	8%
Dance Coordinator	4%
Flag Coach	4%
Induction Support Provider (per beginning teacher)	4%
Induction Support Consultant	\$1,000
Mentor Teacher (per teacher)	2%
Intervention Teacher	12%
Credit Retrieval Teacher	12%
High School Athletic Director	9.5%
Middle School Athletic Coordinator	7%
RHS Basketball Shot Clock Operator	\$25/game

The Site SST Coordinator, Intervention Teacher, and Credit Retrieval Teacher stipends cannot be earned simultaneously by any unit member.

APPENDIX B-1

SOUTHERN KERN UNIFIED SCHOOL DISTRICT CERTIFICATED ATHLETIC STIPEND SCHEDULE

Level 1 (10%)	Level 2 (8%)	Level 3 (6%)	Level 4 (4%)	Level 5 (2%)
RHS Head Coach	RHS Head Coach	RHS Assistant Varsity Coach	RHS Head JV Coach	RHS Asst Freshman Coach
Cross Country	Tennis Coach	RHS Head JV Coach	RHS Freshman Coach	RHS Asst JV Coach
Track	Golf	TMS Head Coach		TMS Assistant Coach
Baseball	Volleyball			
Softball	Wrestling			
Football	Cheer			
Soccer				
Basketball				

RHS & TMS Coaches may move up one (1) level by meeting the following criteria as determined by the Site Principal & SKUSD Athletic Director:

- Criteria #1 Three (3) + years of service in current coaching position at SKUSD
- Criteria #2 Athletic success of the program
- Criteria #3 Academic success of the program
- Criteria #4 Student-Athlete behavioral success of the program

Athletic coaching stipends may be shared when two or more individuals are assigned to a single coaching position. A new posting of the shared stipend positions will be made to provide equal opportunity for all applicants. The posting and hiring of split stipend position will be in accordance with the Memorandum of Understanding included in the Bargaining Agreement.

When both a boys and girls team are fielded, each team shall have a separate coach when possible and each coach shall receive a stipend. To the extent, a unit member takes on two assignments and receives two stipends, practices shall not be held concurrently.

Rosamond High School Head Coaches that are unit members assigned to a full time teaching position may be given an additional preparation period above the one period provided in Article XIX Paragraph F. The additional period is for the purposes of preparing for practices (field, equipment, etc.) and attending games. Wherever possible, the preparation periods for RHS Head Coaches should be schedule the last two periods of the student day to minimize the disruption in the teaching responsibilities of the coach.

Extended Season Compensation for CIF Playoffs:

- \$200/ week for the Varsity Head Coach only for CIFCS playoffs
- \$500/ week for the Varsity Head Coach only for CIF State playoffs

(Varsity team must have a winning record AND finish top three (3) in League to qualify for playoffs OR finish top two (2) in League)

Summer Athletic program compensation:

- \$500/ summer for Varsity Head Coach

Application for pre-approval must be submitted to SKUSD Athletic Director by May 15th and approved by Site Administrator. Stipend will be paid upon completion of summer athletic program verification form completed by the Varsity Head Coach and submitted to the SKUSD Athletic Director.

**Southern Kern Unified School District
CERTIFICATED EVALUATION REPORT**

NAME _____ POSITION _____ SCHOOL or DEPARTMENT _____
 Probationary 0: _____ Observation Dates: _____ Evaluation Date: _____
 Probationary 1: _____ Mid-Year: _____ Annual: _____
 Probationary 2: _____
 Tenured: _____

**JOB PERFORMANCE
RATING FACTORS**

(Use N/A if specific item is not applicable)

	1.BELOW DISTRICT STANDARDS	2.NEEDS IMPROVEMENT	3.MEETS DISTRICT STANDARDS	4.DEMONSTRATES EXCEPTIONAL PERFORMANCE
1. CLASSROOM MANAGEMENT				
• Maintains a positive learning environment (Physical learning Environment) as well as student well being				
• Establishes and clearly communicates standards for student behavior in the classroom				
• Enforces campus standards of conduct including dress code and safety rules				
• Fosters student self-control and respect for authority and others				
• Maintains orderly system of classroom procedures, i.e. attendance procedures, required notifications to parents, etc.				
• Maintains effective instructional transitions				
2. STAFF/COMMUNITY RELATIONS				
• Demonstrates positive communication skill with colleagues on such matters related to school improvement				
• Demonstrates support for school-wide goals and objectives				
• Exhibits willingness to communicate effectively with parents and community members				
• Seeks and develops programs that include all stakeholders				
• Diligently performs adjunct duties as required and assigned.				
3. INSTRUCTIONAL PROGRAM				
• Demonstrates effective instructional strategies				
• Individualizes instruction according to student needs				
• Uses appropriate evaluation methods to measure student achievement				
• Communicates as needed with parents and students in regard to student progress (Beyond report cards and parent conferences)				
• Understands and demonstrates appropriate motivational strategies in the classroom				
• Adheres to District-wide curriculum standards, i.e., use of course outlines, curriculum guides, etc.				
• Develops effective lessons based on the expansion of agreed upon concepts				
• Develops lessons that reflect the spectrum of learning higher level thinking skills				

Any Below District Standards, Needs Improvement or Demonstrates Exceptional Performance must be substantiated in the comment area for each section. Please indicate specific incidents. Attach additional sheets as necessary.

Individual goals for improvement must be set to remediate any below standard ratings. (See other side)

CLASSROOM MANAGEMENT COMMENTS:

STAFF/COMMUNITY RELATIONS COMMENTS:

INSTRUCTIONAL PROGRAM COMMENTS:

- Uses student assessment results to improve individual student achievement
- Effectively utilizes differentiation within lessons
- Collaborates effectively in the development of instructional strategies

4. PROFESSIONAL DEVELOPMENT

- Shows a desire for continuing professional growth in curriculum and instructional techniques
- Demonstrates interest in the teaching profession as evidenced by university course work, workshops, and degree programs, etc.
- Regularly participates in district-sponsored staff development programs appropriate to grade level and/or subject matters
- Keeps current on most effective use and management of job duties, machines, and equipment

PROFESSIONAL DEVELOPMENT COMMENT:

Teacher's summary comments:

Credential Status: _____ Recommended for re-election: Yes___ No___
 or recommended for Tenure: Yes___ No___

Dates of Evaluations:

- First Observation/Evaluation Probationary by Last Working Day of October: _____
- Second and Final Observation/Evaluation Probationary and Final Observation/Evaluation Tenure by January 31st: _____
- **If necessary**, Final Observation/Evaluation Probationary By February 15th: _____

EVALUATOR'S SIGNATURE _____ TITLE _____ DATE _____

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

COMMENT: _____

EMPLOYEE'S SIGNATURE _____ DATE _____

PURPOSE OF THE EVALUATION

The performance evaluation is of prime importance to the school District, the supervisor, and the employee. Its importance is demonstrated by it serving the following purposes:

- To let the employee know the expected standards of job performance.
- To let the employee know how well his/her work performance meets the expected job standards.
- To provide the employee an opportunity to express his attitude and approach regarding his job assignment.
- To provide the employee with specific job areas which require improvement.
- To assist the school District in determining training needs.
- To assist the school District in measuring the efficiency of its human resources.

INSTRUCTIONS FOR COMPLETING THE EVALUATION

1. FACTOR RATINGS (Required, please refer to Classified Evaluation Guidelines, CSEA CBA ARTICLE 9)

This section includes four categories of factors which must be observed and rated, as Below District Standards, Needs Improvement, Meets District Standards, or Demonstrates Exceptional Performance. Under each factor are items, which contribute to successful job performance in that category.

1. Below District Standards in inadequate and below the level expected of a qualified employee for the established work standards. Factual evidence must be presented in writing to substantiate this rating.
2. Needs Improvement evidences some effort to achieve standards but growth is still needed. Employee and evaluator will work on a plan to reach these standards.
3. Meets District Standards – work performance, which consistently coincides with established standards for the position. This is the performance level expected of a trained/qualified employee.
4. Demonstrates Exceptional Performance – work performance consistently demonstrated exceptional performance in the specific tasks assigned. Factual evidence must be presented in writing to substantiate this rating. This rating is reserved for those worthy of special commendation and is not to be used in place of #3 above.

2. GOALS AND OBJECTIVES (Narrative)

Goals and objectives are to be viewed as a developmental tool rather than an evaluative tool. It is based on the concepts that (1) The clearer the idea one has of what it is one is to accomplish, the greater the chances of accomplishing it and (2) Progress can only be measured in terms of what one is trying to accomplish.

Goals and objectives may be set by the supervisor with the employee. Additional goals and objectives may be proposed by the employee with approval of the supervisor.

SUPERVISOR _____ EMPLOYEE _____

DATE _____