

Collective Bargaining Agreement
Between
The Buellton Union School District
And
The Buellton Education Association, CTA/NEA
Certificated Unit

July 1, 2023 – June 30, 2025

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- Appendix B.1. Observation Report
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COLLECTIVE BARGAINING AGREEMENT

BUELLTON UNION SCHOOL DISTRICT BUELLTON EDUCATION ASSOCIATION/CTA/NEA

ARTICLE I IMPLEMENTATION

Agreement

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the BUELLTON UNION SCHOOL DISTRICT ("District" or "Board") and the BUELLTON EDUCATION ASSOCIATION/CTA/NEA ("Association" or "Exclusive Representative"), an employee organization.
1. This Agreement has been entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("the Act").
 2. This Agreement sets forth the full and complete agreement between the parties in regard to the subject matter contained herein. This Agreement supersedes any and all prior formal or informal agreements in regard to the subject matter contained herein. No valid or binding agreements, promises, representations, or inducements, oral or otherwise, exist between the parties in regard to the subject matter contained herein that are not specifically expressed herein.

Notices

- B. Whenever provision is made for the giving, service, or delivery of any notice, letter, statement, or other instrument, it shall be deemed to have been given, served, or delivered either upon personal service or by mailing by United States Postal Service certified or express mail, or Federal Express letter service, to the appropriate party at the following address:
1. District: Superintendent
Buellton Union School District
301 Second Street
Buellton, CA 93427-6801
 2. Association: President
Buellton Teachers Association/CTA/NEA
301 Second Street
Buellton, CA 93427
 3. Employees: At the address of record contained in the District's personnel file.

Concerted Activities

- C. The parties agree that except as allowed under EERA, neither the Association nor its members shall encourage, condone, participate in, or otherwise support any strike, work stoppage, ("sick-in") slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.
1. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this agreement and guarantees the full and faithful performance of this agreement on its part and on the part of bargaining unit members.

2. Further, in the event of a strike, work stoppage, "sick-in," slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties, the Exclusive Representative agrees in good faith to take all necessary steps to cause employees to cease the concerted activity.
3. This section shall remain in effect throughout the term of this Agreement and during any negotiations for a successor agreement. If the parties are unable to reach a new agreement, this provision shall not be in effect as of the date the parties complete the statutory impasse procedures.

ARTICLE II RECOGNITION

Unit Inclusions

- A. The District recognizes the Association as the Exclusive Representative for a bargaining unit composed of all certificated teachers and Psychologists ("employee" or "employees") employed by the District.

Unit Exclusions

- B. Specifically excluded from the recognized bargaining unit are all management, confidential, and/or supervisory employees of the District, as well as all classified employees of the District.

Board of Trustees

- C. The Association recognizes the Board of Trustees of the Buellton Union School District as the duly elected representatives of the citizens of the District and agrees to negotiate solely with the representatives designated by the Board.

Agency Fee

- D.
 1. The Employer agrees to deduct agency fees, from the pay of unit members who do not become members of the Association.
 2. With respect to all sums deducted by the Employer for membership dues or agency fees, the Employer agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and changes in personnel from the list previously furnished.
 3. The association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.

Religious Objectors

- E.
 1. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; 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 organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - a. American Cancer Society
 - b. American Red Cross

2. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.
3. Proof of payment shall be made on an annual basis to the Association and Employer as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services may be received for payments, nor may the payment be in form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
4. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
5. The enforcement of agency fee is not a District function.

ARTICLE III SALARY

Certificated Salary Schedule

- A. The "Certificated Salary Schedules" which are coterminous with the provisions of this Agreement, are attached as appendix A of this agreement.
 1. For each year of this Agreement, increments for movements on the salary schedule, including credit for additional coursework and for years of experience, shall be paid to employees who qualify.
 2. An employee who is assigned to work less than the full time workday or work year shall receive a salary based on the ratio of assigned hours or assigned days to the number of hours in a regular workday or number of days in a regular work year.
 3. Salary payments shall be made no later than the last day of each month on which the District office is open for business.
- B. Salary Schedule Adjustments and Stipends
 1. Effective in the 2023-2024 school year, there shall be a six percent (6%) on-schedule salary increase of each member's 2022-2023 base salary, with the exception of the School Psychologists discussed below. Refer to Appendix A.1. and A.2. for the 2023-2024 Certificated Salary Schedule and Speech & Language Pathologist/School Nurse Salary Schedule.
 2. Effective in the 2023-2024 school year, there shall be a new salary schedule for School Psychologists only, with Speech & Language Pathologists and Nurses remaining on the existing salary schedule and receiving the increases specified in Article III.B.1., above. The School Psychologists salary schedule is attached as part of Appendix A.3. The School Psychologists will not receive the increase set forth in Article III.B.1., above, in 2023-2024.

3. Effective in the 2024-2025 school year, all bargaining unit members shall receive a two percent (2%) on-schedule salary increase of each member's 2023-2024 base salary.
4. Retroactive to July 1, 2015, a psychologist certified as bilingual proficient will receive an additional \$2,000 to the employee's current year placement on the school psychologist/speech salary schedule based on the employee's FTE.
5. For the term of this agreement, any Mild to Moderate Special Education Teacher with a caseload at or over 50% of the State required caseload cap shall be paid a Case Management Stipend of \$8,500. Any Special Education Teacher teaching in a Special Day Class setting (including STEP Classes) with a caseload at or over 50% of the SBCSEPLA caseload minimum shall be paid a Case Management Stipend of \$8,500. The Case Management Stipend will be assessed at each academic trimester (\$2,833.33 if eligible per trimester), paid out monthly. This Case Management Stipend includes compensation for assessment responsibilities.

The Case Management Stipend will remain in effect until a new collective bargaining agreement has been negotiated. The Case Management Stipend will automatically be deemed to be included in both parties' sunshine proposals, such that the Case Management Stipend will be subject to negotiations in all successor collective bargaining agreements.

6. **Special Education Signing and Retention Stipend.** Starting July 1, 2023, the District shall pay a signing and retention stipend to newly hired special education certificated members totaling \$6,000 paid on the following schedule and under the following conditions:
 - a. The first installment of \$1,000 will be paid on the October payroll for those special education certificated members in their first year of employment with the District as a special education certificated member.
 - b. The second installment of \$1,000 will be paid on the June payroll for those first year special education certificated members who remain employed by the District, who have not been non-re-elected, and who have submitted their intent to return for the following school year by no later than May 31st.
 - c. The third installment of \$2,000 will be paid on the November payroll for those second year special education certificated members who remain employed by the District.
 - d. The fourth installment of \$2,000 will be paid on the November payroll for those third year special education certificated members who remain employed by the District.
 - e. If a special education certificated member is hired mid-year, the stipend payments in 6.a. and 6.b. will be prorated accordingly, and the stipend payment in 6.a. will be paid no later than the third payroll from the date of employment.
 - f. If during any school year a special education member falling under sections 6.a. through 6.d. above is less than full time, the stipend will be prorated accordingly.
 - g. If a special education member falling under sections 6.a. through 6.d. above leaves the District's employment mid-year, no stipend payments beyond the final date of employment shall be paid.

Initial Salary Schedule Placement

- C. When an employee is employed initially by the District, the employee's transcripts will be evaluated to determine which upper division and graduate courses completed, if any, in addition to those required for a bachelor's degree, will be accepted for placement on the Certificated Salary Schedule.

1. Placement on the first step of Column 1 is based on completion of a bachelor's degree from an accredited college or university, on creditable years of teaching experience, and possession of a valid California teaching credential.
2. Units and degrees will be accepted only from accredited colleges and universities. Accredited colleges and universities are defined for purposes of this Article and Appendix A as those from which units are accepted by the California Commission for Teacher Preparation and Licensing.
3. A maximum of five years of prior teaching experience shall be granted for teachers entering the District for the first time.
 - a. A minimum of 75% of the teaching days of the year must be completed for one year of credit.
4. In recognition of the fact that bargaining unit members frequently take courses for which no college or university units are offered, the District shall give salary unit credit for special education related non-credit courses recognized by the California Commission on Teacher Credentialing upon approval of the Superintendent or designee, at their discretion. One salary credit may be earned for each sixteen hours of participation and meeting specific attendance requirements. Such special education courses include but are not limited to the coursework associated with an Added Authorization in Special Education (Autism Spectrum Disorders; Deaf-Blind; Emotional Disturbances; Orthopedic Impairment; Other Health Impairment; Traumatic Brain Injury; Early Childhood, Adapted Physical Education Added Authorization, or Resource Specialist Added Authorization).

Units Credited for Salary Advancement

- D. Those college or university units of credit that an employee wishes to utilize for purposes of column advancement on the Certificated Salary Schedule shall be credited subject to the following conditions:

Effective July 1, 2023, the contract and salary schedule will be amended to provide the following justifications for column advancement:

- Column 1: BA and credential
- Column 2: BA, credential, and 15 approved** Semester Units
- Column 3: either:
 - BA, credential, and MA, or
 - BA, credential, and 30 additional approved** semester units
- Column 4: either:
 - BA, credential, MA, and 15 additional* approved** semester units, or
 - BA, credential, and 45 additional approved** semester units
- Column 5: BA, credential, MA and 30 additional* approved** semester units

* additional units must be taken after MA is obtained
 ** approved units are set forth in Article III, Subsections C and D.

1. **Courses for Column Advancement.**
 - a. Units are defined for the purposes of this Article and Appendix A as semester units.
 - b. All units must be either upper division or graduate level course work from an accredited institution (e.g., WASC accredited).

1. Lower division units may be credited if: (1) Prior approval is obtained from the Superintendent or designee; and (2) the units are for the purpose of clearing California credential requirements, application toward additional credential(s), or meeting a defined teaching area need as identified by the District.

c. Employees must receive grade of “C” or “Pass” or better in the course.

d. In addition, Article III.C.4. applies to column advancement with respect to courses taken by bargaining unit members. Such courses must be pre-approved. Upon approval of such special education courses, the District shall indicate in writing the amount of units which will be eligible for column advancement subject to completion and following the timelines and procedures set forth in this Agreement.

e. Units paired with a Master’s degree must be earned after the Masters was granted.

1. Bargaining unit members may utilize up to 15.0 approved semester units that are not part of a Master’s program, taken prior to the entry of a Master’s program, and apply those units to the salary schedule one year after the employee is placed on the Master’s column.

f. Units taken to clear a preliminary or emergency credential shall be eligible to be counted towards column advancement, without prior approval but subject to complying with all applicable provisions and timelines set forth in this Agreement including but not limited to the Intent to Advance Deadline of April 1st (III.D.2.). Units that are earned as quarter units or trimester units shall be converted to the appropriate number of semester units.

g. An employee may enroll in no more than six semester units or two classes that exceed six semester units or the equivalent per semester at any given time while school is in session. The limit does not apply to the summer recess period or to summer courses that either (a) start no more than three weeks before the summer recess period or (b) conclude no more than three weeks after the summer recess period ends.

2. **Intent to Advance Deadline.** In order to receive credit toward column advancement, a bargaining unit member must inform the District of his or her intent no later than April 1 of the previous school year. Failure to submit the intent to advance by the April 1st deadline will invalidate any request to advance until the following April.

3. **Submission of Transcript Deadline.** Satisfactory completion of each unit of approved college credit is required to earn credit toward advancement from one salary column to another. An official transcript of courses completed or a statement with the official stamp of the college or university signed by the registrar of the college or university that the course has been satisfactorily completed will be required no later than the last workday before October 1, to be applicable for salary schedule placement purposes for that school year.

Any verification received after October 1 shall count towards credit for column movement for the following year. (For example, in order to advance from column 1 to column 2 for the 2023-2024 school year, verification of completion of applicable units must be received no later than October 1, 2023.)

4. **Limits on Column Movement.** With one exception specified below, a bargaining unit member may move no more than one column per year. Where a member completes units that would justify placement on a subsequent (or additional) column, such units shall be credited towards future movement at the rate of one column per year.

a. **Exception:** A bargaining unit member who receives his/her Masters degree and becomes eligible to move from column 1 to column 3 in one move and:

- i. that employee has fully complied with the District specifications regarding approved courses and course load, and
- ii. that employee has properly applied for such advancement by complying with the terms of this article;

Such employee will be permitted to advance from column 1 to column 3.

5. **Limits on Master's Degree.** Beginning with employees hired July 1, 2000 and thereafter, a master's degree from an accredited university will be recognized for compensation only if such degree is in an educational field that is directly related to the instruction of students. Employees who already hold a recognized degree, have received prior approval to pursue a specific degree, or were employed before July 1, 2000, are exempt from this provision.

Payroll Deductions

E. Upon appropriate written authorization from an employee, the District agrees to deduct from the employee's salary such deductions as, but not limited to, annual dues for the Exclusive Representative, approved tax-sheltered annuities, credit unions, savings bonds, charitable donations, as well as any other plans or programs approved by the District.

Bargaining unit members who participate in voluntary trainings paid for by the District must sign a "Reimbursement for Training Expenses" agreement, agreeing to the reimbursement of expenses schedule set forth below. The District must disclose the full cost of the training prior to offering the "Reimbursement for Training Expenses" agreement.

In addition, if the District needs and requests additional education or certification relating to a bargaining unit member's position and a bargaining unit member voluntarily agrees to acquire such additional education or certification, the District shall pay for the education and/or courses subject to the member signing a "Reimbursement for Training Expenses" agreement, agreeing to the reimbursement of expenses schedule set forth below. The District must disclose the full cost of the training prior to offering the "Reimbursement for Training Expenses" agreement. Such coursework can be used for Column advancement pursuant to Article III.C.4.

Reimbursement of Expenses Schedule: If the Employee voluntarily leaves the District, he or she must repay the expense for the training pursuant to the following schedule. After working for:

<u>Length of service</u>	<u>Percent of repayment due</u>
Separation prior to one year from the start of training.	50%
Separation after one year but prior to two years from the start of training.	25%
Separation after completing two calendar years from the start of training.	0%

Extra Duty Assignments

F. The following are the only stipends to be paid:

1. **Drug-Free Coordinator \$1500 (beginning w/ the 2011-2012 school year)**
The Drug Free Club Coordinator works with the 6th-8th grade students to encourage a drug-free lifestyle. Duties include: holding regular lunch time meetings with students, arranging Red Ribbon Week activities, organizing an annual dance, and working with students to organize other events that promote healthy living.
2. **Athletics Coaching - \$400 for head coach per team (see appendix)**
3. **Academic Coaching - \$350 for head coach per team (see appendix)**
4. **Grading Program Coordinator \$750**
The Grading Program Coordinator (formerly 6-8 Grade Coordinator) sets up the grading program at the beginning of every school year. The coordinator is also responsible for ensuring that grades get exported and report cards are printed every trimester. S/he is responsible for trouble shooting the grading program throughout the year.
5. **Hourly Tutorial \$45/hour**
Member provides direct instruction to District students outside of the contracted work day as approved by site administrator.
6. **Staff Development Trainer \$65/hour**
A Staff Development Trainer is hired by the district to address specific training needs. A trainer is responsible for preparing and presenting information to district staff. For every hour of staff instruction given, the presenter is paid for that hour plus the actual hours spent preparing for the presentation, not to exceed two hours of preparation time for every hour of the presentation.
7. **Special Day Class Transition Specialist \$5,000 (annual stipend)**
The Special Day Class Transition Specialist modifies the special class curriculum to emphasize basic skills and competencies necessary for vocational development and daily living skills for individuals or small groups of students generally between the ages of 18 and 22. Duties include the implementation of assessment in the areas of vocational interests and aptitudes. The SDC Transition Specialist will also be responsible for responding to referrals for formal vocational assessments of special class students, and for support to school personnel in recommending placement of students in vocational education programs.
8. **Special Day Class (Including STEP) Teacher Stipend \$2,500 (annual stipend)**
Self-contained teaching environment requiring specialized credentialing.
9. **Preparation Period Buy Back \$5,000 (annual stipend)**
Teacher provides services or instruction during his/her preparation period with BUSD principal or Consortium Director approval.
10. **Overnight stipend \$200 overnight stipend as pre-approved by administration.**
The overnight stipend applies for overnight supervision after 5:00 p.m. (e.g. science camp).
11. **Student Council/ASB coordinator \$1,500**
12. **Athletic Director \$1,750**
13. **Teacher-in-charge – one per school site \$1,500 (one per school site)**
14. **Curriculum development and planning \$45/hour**

- 15. **Department Chair** **\$5,000 (TK-8) \$10,000 (High School)**
- 16. **Instructional Technology Lead Teacher - \$5,000 (annual stipend, one for OV/JMS, one for SYVSEC)**
- 17. **Combination Class** **\$2,000 (annual stipend)**

Bargaining Unit Members who must teach a combination class in a regular self-contained classroom with more than one designated grade level shall be compensated with a \$2,000 stipend for the year in which the assignment occurs and with one release day per year, with the exact date being subject to site administrative approval. In order for the Bargaining Unit Member to receive the additional compensation, the assignment must last twenty (20) consecutive working days. Team teaching or a job share does not constitute a combination class unless there is more than one designated grade level in the regular self-contained classroom.

- 18. **District Assessment Coordinator** **\$5,000 (annual stipend)**

There shall be a maximum of one District Assessment Coordinator who shall provide assessment coordination services to both Oak Valley and Jonata.

- 19. **Yearbook Coordinator** **\$1,000 (annual stipend)**

There shall be one Yearbook Coordinator for each school site (Oak Valley and Jonata).

- 20. **Science Camp Coordinator** **\$250 (annual stipend)**

In addition to coordination, planning, fundraising, etc., the Science Camp Coordinator shall be expected to attend all days and nights of Science Camp and be eligible for the overnight stipend.

Mileage

- G. Compensation for mileage when authorized by the direct supervisor will be at the then current IRS rate. When a Bargaining Unit Member must provide his or her own transportation from the site of initial reporting to any other site assigned in a single workday, compensation for mileage is authorized for travelling between the two locations.

**ARTICLE IV
HOURS**

A. Workday

Employees' on-site workday shall equal seven (7) hours and forty (40) minutes, inclusive of lunch. Employees shall be on-site at their location at least thirty (30) minutes before the time prescribed for the opening of school. The on-site workday includes but is not limited to: at least a thirty minute duty free lunch period (usually a 45 minute lunch except on rainy days), recess, breaks between periods (if applicable), preparation periods (if designated by the District), student schedule. A faculty member may request that the Principal modify his/her schedule. Such permission to change a faculty member's schedule will be granted at the discretion of the Principal or his/her designee.

In the event a bargaining unit member works at a school site where all other certificated employees have been released for the day, dismissal prior to the end of the workday is subject to the approval in advance of the SYVSEC Director.

On the last school day of the week, bargaining unit members may leave when the following conditions have been met:

- (1) the instructional day for the last group of students on the site has concluded; and
- (2) 10 minutes after the last group of students on the site is scheduled to depart; and
- (3) all scheduled meetings for the bargaining unit member have concluded.

“Last group of students on the site” refers to the final group of students at the bargaining unit member’s site; it does not refer to that particular bargaining unit member’s students.

It is understood that the varying nature of an employee’s professional responsibilities may require varied obligations within the on-site workday. These responsibilities will be planning, preparation, review, evaluation of student work, communication and conferences with parents, with students and with District personnel and student study meetings. Bargaining Unit Members are required to attend no more than 13 staff meetings without additional compensation. Those meetings include staff monthly meetings and quarterly meetings with the Superintendent pursuant to Article IV.C. Notice of each meeting will be made at least five (5) days in advance of the meeting. A preliminary agenda for each meeting will be issued at least 24 hours prior to the meeting. Attendance at one back-to-school night, attendance at one open house and a third evening obligation as scheduled by the district is required unless otherwise excused by the district.

B. Early Release Days

There will be one early release day per week with a student dismissal time of 1:30 P.M. Elementary staffs, grade levels, and/or curriculum committees will meet on Mondays with a specific agenda developed collaboratively with staff and principal input.

The purpose of early release days shall be to:

Enhance the effectiveness of the Instructional Program by:

- Engaging in dialogue related to curriculum and instruction standards
- Articulating and implementing grade level pacing plans
- Using the results of assessment to guide instruction
- Determining student progress toward trimester benchmarks

Provide staff the opportunity to collaborate in:

- Forming scaffolded groups
- Establishing behavioral interventions
- Planning strategies to meet students' diverse needs

Provide activities, which focus upon:

- Sharing knowledge of subject matter content & best teaching strategies
- Selecting instructional strategies appropriate to the subject matter
- Applying materials, resources and technologies to make subject matter accessible to students

Communicate with students and their families:

- Focusing on student progress toward meeting or exceeding the grade level standards
- Developing and revising instructional support plans

Collaboration time on Mondays will not be used for:

- Replacement of regular staff meetings
- Scheduling of other District or Association meetings
- Providing individual teacher classroom preparation time

Staff and District Meetings

- C. A general staff meeting at each school site will be held no more than one time per month. The site principals at Oak Valley Elementary School and Jonata Middle School may schedule up to two additional meetings per month on days other than the early release days for committee work, staff sharing, or other activities related to curriculum and instructional professional development. District meetings will be held no more than one time per trimester.

Preparation Time

- D. Every certificated employee will be granted preparatory time equivalent to at least 35 minutes per day, excluding minimum days.

Staff Development Days

- E. The certificated employee work year will be 183 days with 180 instructional days and three professional development days, except for speech teachers, psychologists, and intensive mental health specialist who will work 200 days.

Kindergarten Work Days

- F. Beginning in the 2016-17 school year, the Kindergarten instructional day will increase by 30 minutes (from 1:30 pm to 2:00 pm for 2016-17), except for the scheduled early release days. The added instructional minutes do not include recesses. Kindergarten teachers will no longer be responsible for providing supplemental instruction to students in grades one through three.

The transitional kindergarten class will continue to provide 240 instructional minutes pending the approval of a waiver to the CDE. The transitional kindergarten teachers will not be responsible for providing supplemental instruction to students in grades one through three, but may support the other kindergarten programs by providing supplemental instruction, assessments, or by any other means agreed upon by the TK teacher, kindergarten teachers and site administrator.

Special Education

- G. Special Education teachers will work 183 days on local district calendar. Special Education teachers will work the same days as the local district including prep periods and tutorial periods where present. Should a Bargaining Unit Member be assigned to more than one site, and should those sites' calendars be different and require more than 183 days of service, the Bargaining Unit Member shall be compensated for a full day for each additional reporting day required.

Job Share

- H. While the District is not obligated to offer job share teaching positions, this section applies in the event the District opts to offer such positions. Job share teaching shall mean two (2) teachers co-equally sharing the duties and responsibilities of one (1) full-time, self-contained teaching assignment.
 - 1. Job share teachers shall have fringe benefits pursuant to Article V, regardless of whether the Unit Member was previously a full-time employee. For the purpose of advancing on the salary schedule or becoming eligible for sabbatical leave, each job share employee at a .5 FTE or more shall be eligible for movement of a full salary step following the accumulation of one year of service as a .5 FTE or more. Each job share employee at less than a .5 FTE shall be eligible for movement of a full salary step after two complete years of service as less than a .5 FTE. Job share employees shall not be eligible for half-step or mid-year movement. Sabbatical leave shall be measured in the same manner.

2. At the end of the year, any permanent teacher in a job share teaching position shall be returned to the position held prior to job share assignment or, if that position is no longer available, to a full-time position for which the employee is qualified. Job share teaching assignments may be renewed annually upon mutual agreement between the teacher and the Superintendent or designee.
3. The instruction schedule for job share employees shall be determined by the school site administrator during the application and selection process, taking into consideration the requests by the applicants.
4. An approved job sharing assignment may be terminated mid-year by the District at the end of any trimester in the event the District determines that the assignment has become instructionally or organizationally unsuccessful.
5. If a terminated job share is between a permanent Bargaining Unit Member and a temporary employee, when the job share ends the permanent bargaining unit member shall return to full-time status and the temporary employee shall be terminated pursuant to law. If a job share is between two permanent employees, the District reserves the right and has the discretion to terminate the job share either at the end of a school year, or during a school year, if doing so will be in the best educational interests of the District, or if the job share is not functioning properly. In such a case, the District will terminate the temporary employee who is filling the position left vacant by the job share, and will return each permanent employee to a full-time classroom position. The District reserves the right to implement an intervention plan where a job share between two permanent employees is not functioning satisfactorily.
6. The total compensation package cost to the District for each job-share position shall not exceed the cost for one full-time equivalent position.
 - i. The Salary for each team member shall be based on the member's placement on the Certificated Salary Schedule and shall be prorated based on the ratio of the member's teaching assignment to a full-time teaching assignment.
7. Job share teaching percentage in self-contained classrooms shall be calculated based on total number of days worked out of the 183-day full-time contract.
8. In a job share, each team member shall perform all of the usual customary duties of a teaching position.
9. Job share employees shall attend the following regular District and school site functions as part of their assignment: District teacher work days (including room preparation, in-service and staff development days, District meetings); back-to-school and open house night including family nights; and Fall parent-teacher conferences. Job share employees shall work together to determine which team member shall attend school site staff meetings, student study team, 504, and IEP meetings. In the event that there is a disagreement between job share employees as to who shall attend an event, the District site administration shall make the decision.
10. Job share employees splitting a year shall only have those responsibilities during the semester(s) in which they are teaching.
11. Should one job share pair partner be unable to work on a scheduled teaching day, the job share partners may adjust their schedule to avoid the use of a substitute. Schedule adjustments are subject to approval by the District, and shall not in any case increase or decrease the compensation of each job share partner, or of the overall shared position. Generally, adjustments will be balanced so that the number of days served by each partner remain equal; therefore if job share partner 1 takes over a day of job share partner 2, then job share partner 2 will later take over a day from job share partner 1 so that the total days served remain balanced.

12. Job-sharing unit members shall be evaluated using the same procedure applied to full-time unit members.

Part-Time

- I. While the District is not obligated to offer part-time teaching positions, this section applies in the event the District opts to offer such positions. Part-time teaching shall be defined as less than full-time.
 1. Part-time teachers shall have fringe benefits pursuant to Article V, regardless of whether the Unit Member was previously a full-time employee. For the purpose of advancing on the salary schedule or becoming eligible for sabbatical leave, each part-time employee at a .5 FTE or more shall be eligible for movement of a full salary step following the accumulation of one year of service as a .5 FTE or more. Each part-time employee at less than a .5 FTE shall be eligible for movement of a full salary step after two complete years of service as less than a .5 FTE. Part-time employees shall not be eligible for half-step or mid-year movement. Sabbatical leave shall be measured in the same manner.
 2. At the end of the year, any permanent teacher in a part-time teaching position shall be returned to the position held prior to the part-time assignment or, if that position is no longer available, to a full-time position for which the employee is qualified. Part-time assignments may be renewed annually upon mutual agreement between the teacher and the superintendent or designee.
 3. Part-time teaching schedules shall be arranged by the site administrator. Unless otherwise agreed, periods taught in secondary schools for part-time assignments shall be consecutive.
 4. Part-time teaching percentage shall be calculated based on student contact minutes.
 5. Part-time consortium positions shall be calculated based on the total number of days worked out of the 183-day full-time contract.
 6. Part-time employees shall attend the following regular District and school site functions as part of their assignment: District teacher work days (including room preparation, in-service and staff development days, school site staff meetings, District meetings); back-to-school and open house night; and parent-teacher conferences, student study team, 504, and IEP meetings.
 7. Part time unit members shall be evaluated using the same procedure applied to full-time unit members.

ARTICLE V HEALTH AND WELFARE BENEFITS

District Contributions

- A. The District agrees to provide a benefit package, which includes the following components:
 1. Medical Insurance: one of the following four plans:
 - a. Blue Cross Prudent Buyer (PBC-100A), with behavioral health carve-out for each eligible employee and eligible dependent(s).
 - 1) 100%, no deductible, \$10 co-pay
 - 2) Prescription Drug carve out: SISC – PCS - \$5/\$10 co-pay plan.
 - b. Blue Cross Prudent Buyer (PBC-90C), with behavioral health carve-out for each eligible employee and eligible dependent(s).

- 1) 90%, \$200/500 deductible, \$10 co-pay
 - 2) Prescription Drug carve-out: SISC – PCS - \$3/\$15 co-pay plan.
- c. Blue Cross Prudent Buyer (PBC-80G), with behavioral health carve-out for each eligible employee and eligible dependent(s).
- 1) 80%, \$500/1,000 deductible, \$30 co-pay
 - 2) Prescription Drug carve-out: SISC – PCS - \$7/\$25 co-pay plan.
- d. Blue Cross Prudent Buyer (PBC-80-L), with behavioral health carve-out for each eligible employee and eligible dependent(s).
- 1) 80%, \$2,000/4,000 deductible, \$30 co-pay
 - 2) Prescription Drug carve-out: SISC – PCS - \$200 deductible with \$10/35 co-pay plan.
2. Dental Insurance: SISC Delta Dental Incentive Plan – with orthodontia, for each employee and eligible dependent(s).
 3. Vision Insurance: SISC VSP (Vision Service Plan), Plan A with a \$20 co-pay for each employee and eligible dependent(s).
 4. Life Insurance: The Standard Insurance Company – Decreasing Term for each employee.

B.

1. Effective July 1, 2023, the District’s base monthly contribution shall not exceed \$975.00. During open enrollment for the 2023-2024 plan year, eligible represented employees shall be allowed to “opt out” of the health and welfare program and, in so doing, be exempt from paying any premium contributions. With the closing of open enrollment and implemented with the new plan year, the aggregate amount of the District contributions toward premiums (the annual cap of \$9,750.00 for 2023-2024 prorated per FTE .5 and above) that would have been made for the opt outs shall be prorated to a per employee (using the number of employees actually enrolled in the program) amount and used to increase the District’s per employee benefit contribution cap for the 2023-2024 plan year, reducing the individual employee out of pocket contribution toward premium for those actually participating in the program for the 2023-2024 plan year. All unused prorated funds shall be set aside and applied to premium contributions in the following year.
2. Effective July 1, 2024, the District’s base monthly contribution shall not exceed \$1,000.00. During open enrollment for the 2024-2025 plan year, eligible represented employees shall be allowed to “opt out” of the health and welfare program and, in so doing, be exempt from paying any premium contributions. With the closing of open enrollment and implemented with the new plan year, the aggregate amount of the District contributions toward premiums (the annual cap of \$10,000.00 prorated per FTE .5 and above) that would have been made for the opt outs shall be prorated to a per employee (using the number of employees actually enrolled in the program) amount and used to increase the District’s per employee benefit contribution cap for the 2024-2025 plan year, reducing the individual employee out of pocket contribution toward premium for those actually participating in the program for the 2024-2025 plan year. All unused prorated funds shall be set aside and applied to premium contributions in the following year.

Part-time Employment

- C. For an employee whose assigned workday or work year is less than the normal workday or work year, the District’s contribution for the health and welfare benefits set forth in paragraphs A.1

through A.4 of this Article shall be commensurate with his/her percentage of full-time equivalence, with the District's contribution prorated based on the percentage of full-time equivalency. An employee must be serving in a 0.5 FTE position or greater to be eligible for Health and Welfare Benefits.

In-Lieu Contributions

- D. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any employees who elect not to subscribe to the benefits provided by this Article.
- E. An IRC 125 plan will be implemented through SISC as soon as practicable during the 2006/07 school year at no cost to the District or its employees.
- F. The parties will form an Insurance Committee to explore health care plan options, including plan design, plan options for savings, administration, cost and benefits. The Parties agree to have an equal number of representatives on the insurance committee. The parties agree to enter into a memorandum of understanding describing and delineating the insurance committee's form, function, and purposes. The Insurance Committee will explore possible options for eliminating the pool and increasing the health benefits cap. At a minimum, the Insurance Committee shall meet annually in 2022-2023.

In-Lieu Savings

- G. Savings in District contributions for premiums that fall below the District cap will be shared equally by the employee and the District.

ARTICLE VI LEAVES OF ABSENCE

Immediate Family Defined

- A. For purposes of this Article, immediate family shall be defined as the employee's: parents, parents-in-law, parents of the domestic partner, grandparents, grandparents-in-law, step-parents, step-parents-in-law, spouse, domestic partner, children (including biological children, adopted children, step-children, foster children, legal wards, and children to whom the employee stands in loco parentis), siblings, step-siblings, siblings-in-law, parents-in-law, sons-and daughters-in-law, grandchildren, parent of the Bargaining Unit Member's son or daughter, and any relative of the employee living in the immediate household of the Bargaining Unit Member.

Sick Leave

- B. A full-time employee shall be entitled to 10 days of sick leave for each year of employment.
 - 1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine. Unused sick leave shall accrue from school year to school year.
 - 2. Sick leave shall be charged on the basis of the time out of the workday in increments of one-half day, except as noted in #4 below.
 - a. Employees must contact the District as soon as the need to be absent is known.

- b. When the employee informs the District that the absence will be greater than one day, the employee should attempt to notify the District of an intention to return to work before the employee's substitute is dismissed.
- 3. Sick leave may also be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours.
 - a. 4. In addition to leave under Article B.3., subject to the prior approval of site administration or SYVSEC Director, a Bargaining Unit Member may utilize sick leave for necessary medical examinations or treatments that cannot be scheduled outside of regular working hours and charged on an hourly basis if said leave is scheduled outside his/her responsibility for student supervision (typically during preparatory periods). If the District is required to obtain a substitute, however, then such leave shall be charged on a half day basis. Approval shall be obtained as far in advance as possible. These requests shall avoid non-supervision responsibilities on pre-service, in-service, and early release days due to the importance of staff collaboration and professional development.
- 5. The District may require a verification of illness following any utilization of sick leave after the fifth consecutive day.
- 6. Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth.
 - a. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor based solely on the employee's physical ability to render service to the District.
 - b. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent.
 - c. The date of the employee's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render service to the District.
- 7. At any time, if the District has just cause to believe that an employee has abused the utilization of any days of sick leave, the District may, upon written notice, following a verbal warning, require the employee to provide an acceptable written verification from a physician or practitioner.
- 8. During each school year, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of up to five (5) months, whether or not the absence arises out of or in the course of the employee's employment, the amount deducted from the salary due the employee for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the employee's position during the employee's absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The District will make every reasonable effort to secure the services of a substitute employee.

For purposes of this provision:

- a. The sick leave, including accumulated sick leave and the five (5) month period shall run consecutively.

- b. An employee shall not be provided more than one (1) five (5)-month period per illness or accident. However, if a school year terminates before the five (5)-month period is exhausted, the employee may take the balance of the five (5)-month period in the subsequent school year.

Personal Necessity Leave

- C. An employee may request to utilize up to seven days of the days of sick leave allowed pursuant to this Article in cases of personal necessity.
 - 1. Personal necessity leave shall be granted for the following reasons:
 - a. Death or serious illness of a member of the immediate family.
 - b. Accident involving the person or property of a member of the immediate family.
 - 2. Further, personal necessity leave may be granted for that portion of a workday to cover emergency occasions that may be unavoidable, or 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 during regular work hours.
 - a. An employee may request up to three days for personal business without setting forth the nature of the specific reason(s) involved. However, these three days may not be used to extend a district holiday, to include the beginning and end of the school year.
 - 3. The employee shall make a written request for leave at least three days in advance of the day on which the leave is intended to be taken, unless the necessity involved is of such a character as to make it impossible to make such request three days in advance, in which case the request shall be made as much in advance as possible.
 - a. Advance approval shall not be required for the matters set forth in paragraphs C.1.a-b of this Article.
 - b. The Superintendent or designee shall grant or deny a personal necessity leave request based upon the application. Personal necessity leave requests as provided in paragraphs C.1.a-b and C.2.a of this Article shall be granted.
 - 4. Time off shall be charged to the employee on the same basis as sick leave.

Bereavement Leave

- D. An employee shall be entitled to three days of paid leave of absence, or five days if the service is a military service or travel out of state is required, due to the death of any member of the employee's immediate family.
 - 1. This leave shall not be deducted from sick leave.
 - 2. At any time, if the District has just cause to believe that an employee has abused the utilization of any days of bereavement leave, the District may, upon written notice, require the employee to provide an acceptable written document supporting the use of bereavement leave. If the District finds the written documentation unacceptable, the District shall inform the Bargaining Unit Member of the issue and confer with the Bargaining Unit Member to determine what additional documentation, if any, can be obtained.

3. Should a Bargaining Unit Member seek to attend a funeral service for an individual who does not meet the definition of immediate family, the Bargaining Unit Member may use Personal Necessity leave, if the Member has such Personal Necessity leave available. Up to two days shall be allowed when the service is more than 200 miles away. If the Bargaining Unit Member does not have any Personal Necessity leave available, the Member may borrow no more than one (1) day of Personal Necessity leave per academic year from the Member's Personal Necessity leave allocation for the subsequent year. If the Member's employment relationship with the District ends and the Member has borrowed a day, the Member shall reimburse the District for that day from the Member's final paycheck.

Jury Duty Leave

- E. The District shall grant leave of absence with pay for required jury duty.
 1. Any fees paid for jury duty (excluding mileage and/or expenses reimbursed by the court) shall be signed over to the District.
 2. An employee who is called for jury duty shall notify the principal immediately upon receipt of the jury summons.
 3. Documentation of jury service may be required of the employee upon return to work.

Industrial Accident and Illness Leave

- F. An employee shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
 1. Such benefits shall be in addition to other sick leave benefits provided by the District.
 2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
 3. Employees will report all job-related injuries and illnesses to the District within 24 hours of the occurrence regardless of whether or not medical attention is required or whether or not time is lost from work. In the event that the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
 4. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

General Leave

- G. After two years of continuous service, an employee with probationary or permanent status may apply for a leave of absence on an unpaid basis. Except under extenuating circumstances, the employee shall apply for such leaves of absence in writing prior to May 1st of the preceding leave or November 15 preceding a second semester leave. The District may, at its discretion, grant an unpaid leave to an employee.
 1. Leaves shall be granted by the Board for a period not to exceed 12 calendar months. At the conclusion of the initial leave, a leave may be extended, upon request, for an additional period not to exceed 12 calendar months. An employee must have two years of continuous service between each leave request.

2. An employee who is granted a leave of absence shall notify the District by March 1 of his/her intent to return to work for the next school year.
3. If the leave is granted for a period of less than five days, there will be no payroll deduction for health and welfare benefit payments.
4. Each request for general leave of absence will be considered on the individual merits of each request and not on prior approvals or past practice. The following list is illustrative of the purpose of unpaid leave of absence requests:
 - i. To study full time at an accredited college or university in a program that will specifically enhance the employee's teaching effectiveness.
 - ii. To serve in public office or active military service.
 - iii. For reasons of ill health of the employee or a member of the employee's immediate family. Upon termination of such unpaid leave, the Bargaining Unit Member shall be returned to the position he/she held prior to the leave, if that position is available.
 - iv. Following the conclusion of a maternity leave and in coordination with FMLA, or upon adoption of a newborn infant, a non-paid leave of absence may be granted for the remainder of the school year in which the leave becomes effective. If the birth of the child, or adoption, occurs after January 1, the leave may be extended for one additional school year upon written request of the employee and approval of the Board. A Bargaining Unit Member returning from such leave of one (1) year or less has the right to return to his/her previous assignment, if that position is available.
5. Employees may not request an unpaid leave for the purposes of taking another position in the K-12 educational system unless the position is at the university level or provides an experience that will provide professional growth for the employee in his/her capacity as an employee of the District. However, a Bargaining Unit Member who takes a leave and relocates for another purpose may seek approval from the Board to engage in other educational employment.
6. Employees on Board approved leave of absence shall be entitled to continued coverage under the regular employee health and welfare plan provided the benefit policies in effect permit such continued coverage and provided that the employee pay the premiums according to reasonable procedures established by the District.
7. An employee who has been denied a leave shall have the specific reasons in writing upon request.

Provisions for Salary and Fringe Benefits

- H. An employee on a paid leave of absence shall receive his or her regular salary for the duration of the leave of absence. In addition, the employee shall maintain his or her eligibility for the health and welfare benefit contributions set forth in paragraphs A.1 through A.4 or paragraph D of Article V of this Agreement, whichever applies.
 1. An employee who has been granted an unpaid leave of absence may, as long as the practice is allowed by the insurance provider(s), maintain eligibility for health and welfare benefits by paying to the District, on a schedule established by the District, the amount of money equal to the required District contribution for the fringe benefits for the period of the leave.

Verification of Ability to Return to Work

- I. An employee absent under the provisions of paragraphs relating to sick leave, extended illness, or industrial accident leave for 10 or more consecutive days shall be required to provide a physician's verification of ability to return to work and render service to the District prior to returning to work.

Return to Position

- J. When an employee returns from an unpaid leave of absence there is a promise of a position within the District at the same FTE as the employee held before prior to the leave. There is no guarantee that the employee will be reinstated at the same position vacated.

Immediate Family Defined

- K. For purposes of this Article, immediate family shall be defined as the employee's: parents, parents-in-law, parents of the domestic partner, grandparents, grandparents-in-law, step-parents, step-parents-in-law, spouse, domestic partner, children (including biological children, adopted children, step-children, foster children, legal wards, and children to whom the employee stands in loco parentis), siblings, step-siblings, siblings-in-law, parents-in-law, sons-and daughters-in-law, grandchildren, parent of the Bargaining Unit Member's son or daughter, and any relative of the employee living in the immediate household of the Bargaining Unit Member.

General Policies Governing Leaves

- L. No employee may utilize or receive any leave of absence when the employee engages in any concerted activity as defined in Article I, paragraph C, of this Agreement.
 - 1. An employee who is absent at any time during which other employees, by their absence from work, are engaging in or have engaged in any concerted activity, shall not receive pay for the period of absence except upon furnishing verification acceptable to the District that the employee's absence was for a cause allowed by the terms of this Agreement.
- M. Except with written approval of the District, no employee shall be gainfully employed by any other employer while on paid leave of absence status from employment with the District.
 - 1. Violation of this provision shall be grounds for withholding leave benefits and may subject the employee to disciplinary action pursuant to California Government Code Section 44944.
- N. This Article shall be considered to be the policy of the Board of Trustees, and these provisions constitute Board policy on leaves of any duration for any accident, illness, or any other reason. No employee may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.

Family and Medical Leave

- O. Pursuant to state and federal law, the District will provide family and medical care leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this section shall mean leave pursuant to the FMLA and CFRA.

1. During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article V of this Agreement to the extent required by the FMLA and CFRA.
2. Eligible members are entitled to a total of twelve (12) workweeks of leave during any twelve (12)-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12)-month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12)-month period to determine how much leave has been used in determining how much leave a member is entitled to.

3. The Right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. If a member uses the leave under this section for any reason permitted under the law, he/she must exhaust all other accrued leaves (including sick leave to the extent set forth below) in connection with the leave.

If an employee requests leave for his/her own serious health condition, or the serious health condition of his/her spouse, parent, child or domestic partner, the employee must exhaust available sick leave concurrently with the utilization of Family Care and Medical Leave.

4. Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.

Catastrophic Leave Program

1. Participation in the program shall be voluntary.
2. On a case-by-case basis an employee of the District may donate up to five (5) days of accumulated sick leave under the circumstances stated in the following paragraphs to another employee of the District who has suffered a long-term, non-industrial catastrophic illness or injury and who has completely exhausted all available paid leaves, including regular and extended sick leave.
3. To qualify for Catastrophic Leave, the employee of the District must have suffered an illness or injury that is expected to incapacitate the employee of the District for an extended period of time, or that incapacitates a member of the employee of the District's family, that requires the employee of the District to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee of the District because the employee of the District has exhausted all applicable leaves and other time off including but not limited to sick leave, statutory leave, vacation and comp time.
4. The donating employee of the District must, after the donation, retain a minimum of one year's worth of accrued, unused sick leave from prior accumulations.
5. The donating employee of the District shall execute and file with the Personnel Office a form authorizing and irrevocably assigning the donated leave hours to the recipient employee of the District.

6. The recipient employee of the District shall be paid at his/her regular rate of pay and shall use any leave credits that the employee of the District continues to accrue on a monthly basis prior to receiving contributed Catastrophic Leave.
7. Employees of the District who qualify and desire this benefit shall submit to the Personnel Office, on a District form a request for donated sick leave days, which shall include a verification of the catastrophic illness or injury by means of a letter dated and signed by the treating medical practitioner, indicating the incapacitating nature and probable duration of the illness/injury. Upon receipt of the request and verification in the Personnel Office, the Association shall be allowed to circulate a request for sick leave donations to be submitted to the Personnel Office.
8. The recipient employee of the District shall utilize donated sick leave in the order donations are received, exhausting all days donated by another employee of the District first, up to a maximum not to exceed the number of days the employee of the District is regularly scheduled to work during forty (40) consecutive, work days. Catastrophic Leave shall be taken in hour increments. For purposes of Education Code Section 44043.5, "one day" equals eight (8) hours.
9. Donated sick leave not utilized by the recipient employee of the District prior to return to service shall be returned to the donor employee of the District.
10. For purposes of this article and this article alone, "employee of the District" shall mean any employee of the District and is not limited to members of the bargaining unit alone.

ARTICLE VII PERSONNEL FILES

Personnel File - General

- A. Materials in personnel files which may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or by a representative designated in writing by the employee.
 1. Ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law shall be excluded from review by the employee or the employee's representative.
 2. An employee shall be allowed to inspect the materials in the employee's personnel file upon request, provided that the request is made and the review takes place during District business hours, but at a time when such person is not actually required to render service to the employing District.
 3. There shall be a log attached to each personnel file indicating names of persons, excluding Personnel Division employees, who have inspected an employee's personnel file and date of such inspection.

Derogatory Information

- B. Information of a derogatory nature (except (1) information contained in an employee's evaluation, (2) a written complaint under paragraph C of this Article, and (3) information excluded from review by the employee pursuant to paragraph A.1 of this Article) shall not be entered or filed in the employee's personnel file unless and until an investigation is held to determine the validity of the information. The employee shall be given notice and an opportunity to review the information and to attach any comments to the information.

1. The review by the employee shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
2. An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within 10 days of notification.

Complaints Against Employees

- C. Any written complaint(s) against an employee relative to an employee's instructional performance from a person other than the evaluator shall be brought to the employee's attention within 10 days of receipt and considered by the principal for inclusion in the employee's personnel file.
1. At the request of either party, the principal shall attempt to hold a meeting between the complainant and the employee prior to the placement of the complaint in the employee's file.
 - a. If the complainant refuses to attend the meeting, the complaint will not be placed in the employee's file.
 - b. An employee, on request, is entitled to representation in the meeting.
 2. If management determines that the complaint is substantiated and is valid and is to be included in the employee's file, the employee shall be notified of the pending placement and shall be allowed to file a response within five days of notification.
 3. If the employee disputes the complaint, the employee may initiate a grievance.
 4. Notwithstanding the provisions of paragraph C of this Article, these provisions do not apply to any written communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the employee of the investigation.
- D. The District shall not take any adverse action against an employee based upon the employee's instructional performance using instruction evaluation materials which are not contained in the employee's personnel file.
- E. The District agrees that it will not utilize or consider derogatory information that is contained in an employee's personnel file in any employment-related context under the terms of this Agreement if the material is dated more than four years prior to the date that the file is reviewed. In addition, if there has not been any reoccurrence of similar behavior/conduct during this four-year period, such derogatory material shall be sealed, to the extent permitted by law.

ARTICLE VIII PERFORMANCE EVALUATION

Evaluations of certificated staff shall be processed in compliance with the agreed upon procedures, forms, schedules and timelines as contained in this article.

1. At the beginning of each school year, employees shall be provided with the Guidelines for Professional Evaluation.
2. No later than October 1 of each school year, information from the goal setting shall be compiled by each employee new to the District and the Superintendent or designee. The Director of Special Education (or designee in the event of the temporary absence of the Director of Special Education) evaluates Special Education employees.

3. By November 15th, each faculty member shall have a goals conference during which both the faculty member and the supervisor work together to identify areas of strength and areas of growth. Mutual goals and/or one party goals shall be identified and recorded in performance evaluation terms. In addition, methods for achieving goals and methods for evaluating achievement may be discussed and indicated. In instances where returning employees have goals from the previous year's evaluation, a conference is not required unless requested by either the supervisor or the faculty member. In the event that a faculty member does not agree with a goal or goals set by this process, he or she may file a written statement regarding that goal or goals and have it attached to the document reflecting goals.
4. The first formal observation and interim evaluation for probationary faculty shall be completed by December 1 of each year of probation. The second formal observation shall be completed by March 1 of each year of probation. The final evaluation will be completed by May 7 of each year of probation. Each observation will be followed by a post-observation conference within fifteen (15) working days of the observation.
5. Generally, permanent faculty members shall be evaluated once every two years. Permanent faculty who have been with the District for at least ten years, whose last evaluation met standards, may be evaluated every five years. Permanent faculty members shall be formally observed at least once during their evaluation year. These observations shall occur no later than 45 days prior to the last instructional day.
6. The evaluation and assessment of certificated employees shall be based on employee competency as it relates to the California Standards for the Teaching Profession (CSTP 2009).
7. The parties agree that upon passage of any legislation which might impact district revenue and which requires the parties to meet and negotiate, the parties will meet immediately and set a negotiations timeline which will exhaust the process prior to any deadline which might cause a penalty for the District.
8. Peer evaluation and self-evaluation, except where a portfolio self-evaluation is used by mutual agreement of the employee and the evaluator shall not be used in this process except where required by law. If agreement between the evaluator and the employee is not reached, the portfolio self-evaluation will not be used.
9. If an employee is in disagreement with a portion of the evaluation, he/she may submit a written statement, which shall be attached to the evaluation in the personnel file.
10. Data from the employee to facilitate evaluations shall be secured through a number of procedures that may include, but are not limited to, observations, products, judgments, responsibilities carried, teacher-developed tests and anecdotal records. Hearsay of a derogatory nature may not be used in evaluations unless and until a thorough investigation is held to determine the validity of the information. A faculty member who:
 - a. has derogatory hearsay included within his/her evaluation, and
 - b. believes the District has not conducted a fair and thorough investigation

has the right to file a grievance through to binding mediation-arbitration to determine whether or not a fair and thorough investigation was conducted prior to inclusion of such material in his/her evaluation. In the event that the mediator-arbitrator determines that a fair and thorough investigation was not conducted, only the material that was the subject

of the grievance must be deleted from the evaluation. The redacted evaluation may then be placed in the personnel file.

11. Written evaluations and the summary assessment report of certificated employees shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement and suggestions of available sources of assistance. Recommendations may include the requirement that the employees participate in an in-service training program to improve teaching methods and/or instructional competency. An employee will be compensated for attendance at, and participation in, any workshop the employee is required to attend as part of an improvement plan. Such compensation will include per diem reimbursement (or pro-rata per diem where appropriate) for attendance outside or and in addition to regular work hours.
12. The evaluation checklist and final evaluation form, as jointly developed by the District and Association, shall be included as Appendices B to this Agreement.
13. The District retains the responsibilities for evaluation and assessment of performance of each employee. Any grievance shall be limited to a claim that procedural requirements have not been met.
14. If there is more than one evaluator, the employee may request whom the employee would like to have as an evaluator.

ARTICLE IX PEER SUPPORT

- A. The Association and District agree to establish a peer support program to provide teachers with feedback and guidance. When a teacher volunteers to participate or is referred by the principal due to unsatisfactory performance, written performance goals shall be established that are aligned with student learning and teacher evaluation criteria. The District agrees to provide a qualified mentor that is mutually acceptable to the Unit Member and the District. The mentoring teacher shall provide assistance and review through multiple observations of the teacher during periods of classroom instruction. In addition, the teacher shall participate in sufficient professional development activities to assist him/her to improve teaching skills and knowledge. The mentoring teacher shall maintain a written record of the teacher's activities and District will pay the mentoring teacher up to 40 hours at per diem rate to assist in improving the unit member's performance. Peer evaluation shall not be allowed, as per Article VIII, Paragraph 8.

ARTICLE X EXCLUSIVE REPRESENTATIVE'S RIGHTS

Use of School Facilities

- A. The Exclusive Representative may utilize designated meeting rooms at reasonable times.
 1. The approval of the Superintendent or designee shall be required for the use of school facilities. Approval shall not be withheld unreasonably.
 2. The President of the Exclusive Representative, or other person designated in writing in advance by the organization, shall make all requests for the use of school facilities.

Communications

B. The Exclusive Representative may utilize a designated bulletin board and employee mailboxes, or district e-mail during school hours, for written communications to employees. The Exclusive Representative shall be responsible for the posting of material on the bulletin board as well as for the contents of such materials.

1. All written communications shall be issued in the name of the Exclusive Representative.

Access to Employees

C. Officers, agents, or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with the efficient operation of the school or with employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent or designee.

1. Non-employee agents or representatives of the Exclusive Representative shall check in with the school principal and shall obtain permission prior to contacting any employee. Permission shall not be withheld unreasonably.

Release Time

D. The Certificated Unit shall receive up to four (4) release days per year for trainings, meetings, or other union activities. These days can be used by the certificated President, other certificated executive officer, or designee who is a member of the Certificated Bargaining Unit and has been selected by the BEA. Such release days can only be taken as a whole or half work day. The BEA shall pay for the cost of the substitute. The ability to take such release time is conditioned and contingent on the availability of a District substitute, unless the District has stated in writing no substitute is required. Requests for release time shall be submitted as early as possible but no later than 72 hours in advance so as to allow for coordination of a substitute. These release time days do not accrue, meaning carry forward, from year to year.

ARTICLE XI DISTRICT'S RETAINED RIGHTS

A. It is agreed and understood that the District retains all of the rights, powers, prerogatives, privileges, and authority that are vested in it by state and federal laws and regulations and by District policies to manage, control, and direct the operations and affairs of the District, including, but without limiting the generality of the foregoing, the rights, powers, prerogatives, privileges, and authority to:

1. Establish and determine the organizational structure and administrative control of the District, its properties, and facilities;
2. Determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
3. Direct the work of its employees;
4. Hire all employees, determine their qualifications and the conditions for their continued employment, and discipline pursuant to California Education Code Section 44944, dismiss, demote, promote, assign, and transfer all such employees;
5. Establish educational policies, goals, and objectives;

6. Ensure the rights and educational opportunities of students;
 7. Establish budget procedures and determine budgetary allocations; and
 8. Determine methods of raising revenue.
- B. The exercise of the foregoing rights, powers, prerogatives, privileges, and authority by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement or applicable law.

ARTICLE XII GRIEVANCE PROCEDURE

General Provisions

- A. A "grievance" shall mean an allegation that there has been a violation, misapplication, or misinterpretation of an express provision or provisions of this Agreement.
- B. A "grievant" shall mean an employee who is a member of the bargaining unit, or the Exclusive Representative. The Exclusive Representative may file a grievance on its own behalf or on behalf of any specifically identified employee or employees.
- C. A "day" shall mean a day when the District office is normally open for business.
- D. A grievant may elect to be represented by the Exclusive Representative at all levels of the grievance procedure and must inform the District prior to the meeting at which the representative first appears.
1. A grievant may elect not to be represented by the Exclusive Representative and may present a grievance to the District and have the grievance adjusted or resolved without the intervention of the Exclusive Representative. The adjustment or resolution shall not be inconsistent with the terms of this Agreement.
 2. The District shall not agree to an adjustment or resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed adjustment or resolution and has been given an opportunity to file a response.
 3. If the Exclusive Representative believes that the resolution violates the terms of this Agreement, the Exclusive Representative must file a grievance at Level Two within seven days of acceptance of the proposed resolution by the individual grievant.
- E. 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 proceedings.
1. Once a grievance has been resolved or a final decision rendered, the 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.
 2. At all levels of the grievance procedure, the District shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
- F. Time limits may be extended or shortened by written mutual agreement of the grievant or the grievant's representative and the District.

1. Except where time limits have been extended or shortened pursuant to this paragraph, failure of the grievant or the grievant's representative to adhere to the time limits of Level One, Two or Three of this Article shall constitute waiver of the grievance and the acceptance of the District's action or decision at the appropriate level.
 2. If a grievance is filed after May 15 and before the end of the work year, the grievant may request that the time lines not toll during the summer recess. The District agrees to honor the request.
- G. The grievant shall suffer no loss in pay if meetings or appointments are scheduled by mutual agreement with the District.
- H. No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation.
1. All written materials pertinent to a grievance, except final decisions, shall be filed separately from the personnel file of the grievant or of any participant in the grievance process.
- I. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Level One - Principal/Superintendent

- J. Within 15 days of the alleged violation of the terms of this Agreement, the grievant or the grievant's representative shall file a grievance form with the Principal/Superintendent or designee.
1. The grievance shall contain the following minimum information:
 - a. The grievant's name.
 - b. The date of filing.
 - c. The date of the alleged violation.
 - d. The specific Article(s) or section(s) of the Agreement which are claimed to have been violated.
 - e. A brief description of the alleged violation.
 - f. The specific relief requested.
 2. The Principal/Superintendent or designee shall communicate his/her decision within ten (10) days after receiving the grievance. Either party may request a personal conference within the above time limits. If a conference is held, the decision shall be tendered within 10 days following the conference. If the Principal/Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

Level Two - Conciliation

- K. In the event the grievance is denied or the grievant is not satisfied with the decision at Level One, either party may request that the grievance proceed to conciliation. Such request shall be made within ten days of the Principal/Superintendent or designee's decision (or ten days of the date the decision should have been delivered if no decision has been issued).
1. Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
 - a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.

- b. The conciliator shall not issue any public statements of fact or opinion on the issue(s).
- c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
- d. The Principal/Superintendent or designee shall transmit to the grievant within 10 days of the conciliation session a written decision, including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.
- e. If the Principal/Superintendent or designee does not transmit a written decision within the specified time limit, the grievance is denied and the grievant may appeal to level three.

Level Three - Arbitration

- L. The District and the Exclusive Representative agree that any grievance denied at Level Two shall be submitted to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) at the request of the Exclusive Representative.
 - 1. The filing shall be made within 10 days of the Level Two denial.
 - a. If any question arises as 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, it was filed or processed in an untimely manner, or the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.
 - 1) 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 to arbitration.
 - 2) 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 provided that the defense is raised not later than the written decision at level 2.
 - 2. The parties shall share the per diem and expense costs of the arbitrator and the AAA administration fee. Each party shall bear all other costs of its own case.
 - 3. The parties may utilize the Expedited Arbitration Rules of the AAA by mutual agreement.
 - 4. The arbitration shall be limited solely to the interpretation and application of this Agreement, to the precise issue(s) submitted in the original filing, and any procedural objections made by the respondent. The arbitration shall not determine any other issue(s).
 - a. The arbitrator shall have no power or authority to hear cases challenging the District's promulgation of rules or procedures for the implementation of this Agreement, the discipline (except as provided by Article XII) or termination of an employee, or the failure to reemploy or reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.

- b. The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited as follows:
 - 1) Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the express terms of the Agreement. The arbitrator's judgment shall not be substituted for the judgment of the District.
 - 2) The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
 - 3) The arbitrator shall not issue statements of opinion or conclusions that are not essential to the determination of the issue(s) submitted.
- 5. The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The arbitrator shall have no power to grant a financial or remunerative award where no loss of money or wages has been proved, or to grant an award of restitution or reimbursement that is greater than the amount of money lost by the alleged improper application of this Agreement.
- 6. The arbitrator's decision shall be submitted to the Exclusive Representative and to the District for review and implementation.

ARTICLE XIII DISCIPLINE

- A. No unit member shall be disciplined without just cause and, in appropriate cases, the utilization of progressive discipline. Except in emergencies, or as expressly authorized by law, suspensions without pay shall not be put in effect until the employee has received written notice advising him/her of the proposed action, the reasons(s) therefore, the facts giving rise thereto, the proposed effective date, advising that the employee shall have access to written material that forms the basis for the proposed action, and until the employee shall have had the opportunity to respond to the Principal/Superintendent or Director of Special Education, orally or in writing by a date specified in such notice. If the proposed action or some modified action is then implemented, the employee may then appeal such action directly to binding arbitration under Article XI of this Agreement.
 - 1. Grounds for suspension shall include the grounds set forth in the Education Code, violation of this Agreement or violation of District policies or procedures.
 - 2. Letters of reprimand (derogatory or disciplinary letters or notes directed to the personnel file) shall be grievable under Article XI of this Agreement but only through Level 2 (Conciliation) of the grievance procedure. Discipline "short" of a letter of reprimand shall not be grievable.
 - 3. This Article is negotiated pursuant to Govt. Code Section 3543.2.

ARTICLE XIV EARLY RETIREMENT INCENTIVE

- A. Agree to establish a joint committee to investigate the possibility of offering an early retirement incentive program. The committee's recommendations shall be sent to the Board for its review.

**ARTICLE XV
SUMMER SCHOOL**

- A. Agree to establish a subcommittee to develop a Board Policy on such issues as selection, pay, workday, leaves and calendar.

**ARTICLE XVI
LAYOFFS**

- A. Layoffs shall be implemented in conformance with the requirements of the Education Code and other applicable law.

**ARTICLE XVII
CONCLUSION**

Completion of Negotiations

- A. This Agreement represents complete collective bargaining and full agreement by the parties with respect to the wages, hours, and other terms and conditions of employment which shall prevail during the term of this Agreement.
1. It is understood and agreed that as to all matters not covered by this Agreement there shall be no duty to meet and negotiate further during the term of this Agreement unless the parties agree to negotiate on any subject. Should the Legislature add to the "Scope of Representation" set forth in Section 3543.2 of the Educational Employment Relations Act, either party may, upon notice to the other, propose the issue for negotiations.
 - a. Mandatory improvements in benefits set forth in this Agreement brought about by changes in state or federal laws shall be implemented by the District, and the Association shall be notified.
 - b. Mandatory reductions in benefits set forth in this Agreement brought about by changes in state or federal laws shall be implemented by the District, and the Association shall be notified.
 2. Except by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn.
 - a. The District agrees that it will not change any "term and condition of employment" as defined in Section 3543.2 of the Act without first notifying the Association of such intended change.
 - b. The Exclusive Representative must make a written demand to bargain the effect of such a change within 10 days of written notice that the change is being made, or the right of the Association to meet and negotiate shall be waived. Following the written demand, the District agrees to meet and negotiate.

Past Practice

- B. The specific provisions of this Agreement shall prevail over any past practice or procedure. In the absence of a specific provision of this Agreement, practices and procedures that have been at the

District's discretion in the past remain within the discretion of the District as set forth in Article XI of this Agreement except as limited by applicable law.

1. When reference is made to statutes (e.g., Education Code), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement.

Severability and Savings

- C. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
 1. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).
 2. If the Legislature repeals or modifies sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.

Duration/Reopeners

- D. This agreement shall be retroactive to July 1, 2023, and in full force and effect from the date of ratification by the parties up to and including June 30, 2025.

ARTICLE XVIII TRANSFERS AND REASSIGNMENTS

General Provisions

- A. A “transfer” is the relocation of an employee from one school to another.
- B. A “reassignment” is any change of assignment from one grade level or subject area to another grade level or subject area in which a unit member remains at the same school.
- C. A “vacancy” is any position, including a stipend, that does not have a teacher assigned to it and the District determines that the position will be filled. All vacancies shall be made known to all Bargaining Unit Members through District email prior to being advertised to any external candidate.
- D. Reassignments and transfers, both voluntary and involuntary, shall be made by the administration following the review of each candidate’s qualifications including, but not limited to the candidate’s educational background and credentials, teaching experience, District seniority, requests for reassignments and transfers, recent involuntary reassignments and transfers (including assignment to combination classes), and the judgment of the principal, director, or superintendent regarding the needs of the schools. An employee who is reassigned or transferred, regardless of whether the transfer is voluntary or involuntary, will be given two days paid release time for a grade level change, two days paid release time for a classroom or school site relocation, and if both of those changes occur, then a total of four days paid release time. Employees may request a daily rate of pay in lieu of each release day to which they are entitled under this section. The District will provide assistance in moving teacher's materials to the new classroom
- E. All employees will be provided written notice of their tentative teaching assignments for the following school year no later than five days prior to the last workday of the current school year. The notice will specify the building, grade level, and subject area.

Voluntary Reassignments

- F. By April 1 of each school year and anytime a vacancy is identified by the principal after that date, the site principal will email to the Association and all current certificated staff assigned to the site where the vacancy exists a list of all site vacancies available. The list will contain the following information:
 - 1. The specific position that is vacant (grade level or subject area)
 - 2. When the position will be available (immediately, the following school year)
 - 3. The closing date, which will be at least six work days following the posting during the school year and at least eleven calendar days during the summer.
 - 4. Credentials and qualifications for each position
- G. No assignment to fill a vacancy will be made until after the posted closing date.
- H. The District will, upon request of an employee, notify the employee by mail of any posted vacancies that arise during the summer recess or period of leave. The employee's request must be in writing and include a mailing address.
- I. An employee currently assigned to the site with the vacancy and who wishes to be considered for a reassignment to a posted vacancy shall submit a written (or email) request to the school Principal of the school where the opening is posted. A written request must be submitted each time a vacancy is posted, although an employee may indicate interest in multiple vacancies if posted at one time.
- J. Following the posted closing date for vacancies, the Principal shall review the submitted requests for reassignment and interview all qualified candidates.
- K. All employees submitting requests for reassignment will be notified if their requests were granted or not granted.
- L. If an employee's request for voluntary reassignment is denied, the employee may request a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the employee may request and will receive a written explanation for the denial, which shall reference the criteria set forth in Paragraph D as applicable.

Voluntary Transfers

- M. If a vacancy exists following the reassignment posting process described above, the District will email the Association and all certificated staff in the District a Notice of Opportunity for Transfer that lists all site vacancies available for transfer. The list will contain the following information:
 - 1. The specific position that is vacant (grade level or subject area)
 - 2. The school site where the vacancy exists
 - 3. When the position will be available (immediately, the following school year)
 - 4. The closing date, which will be at least six work days following the posting during the school year and at least eleven calendar days during the summer.
 - 5. Credentials and qualifications for each position

- N. Any qualified District employee who wishes to be considered for a transfer to a posted vacancy shall submit a written request or email to the school Principal of the school where the opening is posted or to the Director of Special Education if applicable. A written request or email must be submitted each time a vacancy is posted, although an employee may indicate interest in multiple vacancies if posted at one time.
- O. The District will, upon request of an employee, notify the employee by mail of any posted vacancies that arise during the summer recess or period of leave. The employee's request must be in writing and include a mailing address.
- P. Following the posted closing date for vacancies, the Principal or Director of Special Education shall review the submitted requests for transfer and interview all candidates who meet the qualifications of the position.
- Q. All employees submitting requests for transfer will be notified if their requests were granted or not granted.
- R. If an employee's request for voluntary transfer is denied, the employee may request a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the employee may request and will receive a written explanation for the denial, which shall reference the criteria set forth in Paragraph D as applicable.
- S. If a teacher requests that his/her request for transfer be kept confidential, the principal at his/her school will not be notified by the District of the request.

Involuntary Reassignment and Transfer

- T. Involuntary reassignments and transfers will be based on the educational needs of the District and shall not be arbitrary, capricious or punitive.
- U. If an employee objects to a reassignment or transfer, he/she may request a meeting with the appropriate administrator and the Superintendent.

**ARTICLE XIX
SPECIALIZED PROCEDURES**

Unit members, other than qualified* Special Education unit members shall not be required to perform any routine medical procedures on a student. (*Qualified shall mean that prior training or acquired training is part of the employee's job description when the employee was hired by the District.)

SIGNATURES

FOR THE EXCLUSIVE REPRESENTATIVE:



Michele Lyon
President of BEA, Certificated Unit

FOR THE DISTRICT:



Randal Haggard
Superintendent

Appendix A.1 – 2023-2024 Certificated Salary Schedule

**BUELLTON UNION SCHOOL DISTRICT
2023-24 Certificated Salary Schedule**

Salary Schedule Effective: 07/01/23
 Board Approval: 6/21/23
 Units: Annual

STEP	Column 1	Column 2	Column 3	Column 4	Column 5
1	\$ 52,006	\$ 55,450	\$ 59,120	\$ 63,034	\$ 67,207
2	\$ 53,020	\$ 56,532	\$ 60,275	\$ 64,265	\$ 68,518
3	\$ 55,406	\$ 59,076	\$ 62,987	\$ 67,157	\$ 71,602
4	\$ 57,899	\$ 61,734	\$ 65,821	\$ 70,178	\$ 74,823
5	\$ 60,505	\$ 64,513	\$ 68,783	\$ 73,337	\$ 78,191
6	\$ 63,227	\$ 67,416	\$ 71,878	\$ 76,637	\$ 81,710
7	\$ 66,072	\$ 70,449	\$ 75,113	\$ 80,086	\$ 85,386
8	\$ 66,799	\$ 73,619	\$ 78,492	\$ 83,689	\$ 89,228
9	\$ 67,534	\$ 74,798	\$ 82,025	\$ 87,455	\$ 93,245
10	\$ 68,352	\$ 75,919	\$ 84,321	\$ 89,737	\$ 95,519
11	\$ 68,898	\$ 76,527	\$ 84,903	\$ 90,322	\$ 96,141
12	\$ 69,449	\$ 77,138	\$ 85,490	\$ 90,908	\$ 96,765
13	\$ 70,005	\$ 77,755	\$ 86,078	\$ 91,498	\$ 97,394
14	\$ 70,634	\$ 78,300	\$ 86,621	\$ 92,048	\$ 97,842
15	\$ 71,200	\$ 78,887	\$ 87,219	\$ 92,646	\$ 98,409
16	\$ 71,769	\$ 79,478	\$ 87,820	\$ 93,248	\$ 98,981
17	\$ 72,343	\$ 80,075	\$ 88,426	\$ 93,853	\$ 99,555
18	\$ 72,908	\$ 80,619	\$ 88,913	\$ 94,370	\$ 100,122
19	\$ 73,492	\$ 81,184	\$ 89,483	\$ 94,937	\$ 100,703
20	\$ 74,078	\$ 81,753	\$ 90,055	\$ 95,507	\$ 101,286
21	\$ 74,672	\$ 82,324	\$ 90,632	\$ 96,078	\$ 101,874
22	\$ 75,187	\$ 82,900	\$ 91,212	\$ 96,655	\$ 102,415
23	\$ 75,938	\$ 83,564	\$ 91,977	\$ 97,381	\$ 103,172
24	\$ 76,698	\$ 84,358	\$ 92,750	\$ 98,111	\$ 103,936
25	\$ 77,464	\$ 85,092	\$ 93,492	\$ 98,847	\$ 104,705
26	\$ 78,207	\$ 85,865	\$ 94,240	\$ 99,588	\$ 105,510
27	\$ 78,957	\$ 86,631	\$ 94,993	\$ 100,334	\$ 106,239
28	\$ 79,740	\$ 87,410	\$ 95,755	\$ 101,238	\$ 106,972
29	\$ 80,522	\$ 88,189	\$ 96,516	\$ 102,143	\$ 107,706

Classification:

- Column 1: BA and credential
- Column 2: BA, credential and 15 approved** Semester Units
- Column 3: BA, credential and MA or BA, credential and 30 additional approved** semester units
- Column 4: BA, credential, MA and 15 additional* approved** semester units or BA, credential, and 45 additional approved** semester units
- Column 5: BA, credential, MA, and 30 additional* approved** semester units

*additional units must be taken after MA is obtained
 **approved units are set forth in Article III, Subsections C and D

Bargaining unit members may utilize up to 15.0 approved semester units that are not part of a masters program, taken prior to the entry of a masters program, and apply those units to the salary schedule one year after the employee is placed on the masters column.

Appendix A.2 – 2023-2024 Speech & Language Pathologist/School Nurse Salary Schedule

**Buellton Union School District
 Certificated Salary Schedule
 Speech/Language Pathologist/School Nurse
 2023-24**

Salary Schedule Effective: 07/01/23
 Board Approval: 6/21/2023

Step	One	Two	Three	Four	Five	Six	Seven	Eight	Nine
Days	200	200	200	200	200	200	200	200	200
Annual	\$94,114	\$96,467	\$98,878	\$101,350	\$103,884	\$106,481	\$109,142	\$111,871	\$114,667

Appendix A.3 – 2023-2024 School Psychologist Salary Schedule

**Buellton Union School District
 Certificated Salary Schedule
 School Psychologist
 2023-24**

Salary Schedule Effective: 07/01/23
 Board Approval: 6/21/2023

Step	One	Two	Three	Four	Five	Six	Seven	Eight	Nine
Days	200	200	200	200	200	200	200	200	200
Annual	\$93,281	\$96,779	\$100,408	\$104,173	\$108,079	\$112,132	\$116,337	\$120,700	\$125,226

Appendix A.4 – 2024-2025 Certificated Salary Schedule

**BUELLTON UNION SCHOOL DISTRICT
2024-25 Certificated Salary Schedule**

Salary Schedule Effective: 07/01/24
 Board Approval: 6/21/2023
 Units: Annual

STEP	Column 1	Column 2	Column 3	Column 4	Column 5
1	\$ 53,046	\$ 56,559	\$ 60,303	\$ 64,295	\$ 68,551
2	\$ 54,081	\$ 57,663	\$ 61,480	\$ 65,550	\$ 69,889
3	\$ 56,514	\$ 60,257	\$ 64,247	\$ 68,501	\$ 73,034
4	\$ 59,057	\$ 62,969	\$ 67,137	\$ 71,582	\$ 76,320
5	\$ 61,715	\$ 65,803	\$ 70,159	\$ 74,804	\$ 79,755
6	\$ 64,491	\$ 68,764	\$ 73,315	\$ 78,170	\$ 83,344
7	\$ 67,393	\$ 71,858	\$ 76,615	\$ 81,688	\$ 87,094
8	\$ 68,135	\$ 75,092	\$ 80,062	\$ 85,363	\$ 91,012
9	\$ 68,884	\$ 76,294	\$ 83,665	\$ 89,204	\$ 95,110
10	\$ 69,719	\$ 77,438	\$ 86,007	\$ 91,532	\$ 97,429
11	\$ 70,276	\$ 78,057	\$ 86,601	\$ 92,128	\$ 98,064
12	\$ 70,838	\$ 78,681	\$ 87,200	\$ 92,726	\$ 98,701
13	\$ 71,405	\$ 79,310	\$ 87,800	\$ 93,328	\$ 99,342
14	\$ 72,047	\$ 79,866	\$ 88,354	\$ 93,889	\$ 99,799
15	\$ 72,624	\$ 80,465	\$ 88,963	\$ 94,499	\$ 100,378
16	\$ 73,205	\$ 81,067	\$ 89,576	\$ 95,113	\$ 100,960
17	\$ 73,790	\$ 81,676	\$ 90,195	\$ 95,731	\$ 101,546
18	\$ 74,366	\$ 82,232	\$ 90,691	\$ 96,257	\$ 102,125
19	\$ 74,962	\$ 82,808	\$ 91,273	\$ 96,836	\$ 102,717
20	\$ 75,560	\$ 83,388	\$ 91,857	\$ 97,417	\$ 103,312
21	\$ 76,165	\$ 83,970	\$ 92,445	\$ 98,000	\$ 103,912
22	\$ 76,691	\$ 84,558	\$ 93,036	\$ 98,588	\$ 104,463
23	\$ 77,457	\$ 85,235	\$ 93,817	\$ 99,329	\$ 105,235
24	\$ 78,232	\$ 86,045	\$ 94,605	\$ 100,074	\$ 106,015
25	\$ 79,013	\$ 86,793	\$ 95,362	\$ 100,824	\$ 106,799
26	\$ 79,771	\$ 87,583	\$ 96,125	\$ 101,580	\$ 107,620
27	\$ 80,536	\$ 88,363	\$ 96,893	\$ 102,341	\$ 108,363
28	\$ 81,334	\$ 89,158	\$ 97,670	\$ 103,263	\$ 109,111
29	\$ 82,132	\$ 89,953	\$ 98,447	\$ 104,186	\$ 109,860

Classification:

- Column 1: BA and credential
- Column 2: BA, credential and 15 approved** Semester Units
- Column 3: BA, credential and MA or BA, credential and 30 additional approved** semester units
- Column 4: BA, credential, MA and 15 additional* approved** semester units or BA, credential, and 45 additional approved** semester units
- Column 5: BA, credential, MA, and 30 additional* approved** semester units

*additional units must be taken after MA is obtained
 **approved units are set forth in Article III, Subsections C and D

Bargaining unit members may utilize up to 15.0 approved semester units that are not part of a masters program, taken prior to the entry of a masters program, and apply those units to the salary schedule one year after the employee is placed on the masters column.

Appendix A.5 – 2024-2025 Speech & Language Pathologist/School Nurse Salary Schedule

**Buellton Union School District
 Certificated Salary Schedule
 Speech/Language Pathologist/School Nurse
 2024-25**

Salary Schedule Effective: 07/01/24
 Board Approval: 6/21/2023

Step	One	Two	Three	Four	Five	Six	Seven	Eight	Nine
Days	200	200	200	200	200	200	200	200	200
Annual	\$95,996	\$98,396	\$100,856	\$103,377	\$105,962	\$108,611	\$111,325	\$114,108	\$116,960

Appendix A.6 – 2024-2025 School Psychologist Salary Schedule

**Buellton Union School District
Certificated Salary Schedule
School Psychologist
2024-25**

Salary Schedule Effective: 07/01/24
Board Approval: 6/21/2023

Step	One	Two	Three	Four	Five	Six	Seven	Eight	Nine
Days	200	200	200	200	200	200	200	200	200
Annual	\$95,147	\$98,715	\$102,416	\$106,256	\$110,241	\$114,375	\$118,664	\$123,114	\$127,731

Observation Report

Teacher: _____ Date: _____ Time _____ to _____

Lesson Description:

Conference Highlights:

Focus Topic(s):

Next Steps:

Appendix B.2

Name of Evaluatee _____ Evaluator _____
 Grade Level Assignment _____ Subject Observed _____
 Date of Observation _____

	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Standard 1: Engaging & Supporting All Students in Learning					
Comments:					
	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Standard 2: Creating & Maintaining Effective Environments for Student Learning					
Comments:					
	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Standard 3: Understanding and Organizing Subject Matter for Student Learning					
Comments:					

	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Standard 4: Planning Instruction & Designing Learning Experiences for all Students					
Comments:					
	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Standard 5: Assessing Student Learning					
Comments:					
	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Standard 6: Developing as a Professional Educator					
Comments:					

_____/_____
Signature of Evaluator / Date

_____/_____
Signature of Evaluatee / Date

This document will be placed in your personnel file after ten (10) calendar days, during which you may submit a written response. Evaluatee's signature does not indicate agreement with this evaluation; it only acknowledges receipt of this document.

**Buellton Union School District
 Certificated Evaluation
 Special Education Supplement (Page 3)**

	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
Maintains and submits reports as required					
Comments:					
Maintains regular contact with appropriate agencies and community resources					
Comments:					
Assists in student placement services					
Comments:					
Provides appropriate training and supervision of instructional assistants					
Comments:					

_____ / _____
 Signature of Evaluator Date Signature of Evaluatee Date

This document will be placed in your personnel file after ten (10) calendar days, during which you may submit a written response. Evaluatee's signature does not indicate agreement with this evaluation; it only acknowledges receipt of this document.

Appendix B.3

BUELLTON UNION SCHOOL DISTRICT
PSYCHOLOGIST EVALUATION

Name _____

Assignment/Location _____

—

Date(s) of Observations _____

Date of Evaluation _____

Exceeds	Meets	Needs to improve	Unsatisfactory	Not Applicable

I. Responsibilities to other staff members

- A. Provides relevant information and materials.
- B. Chairs and/or participates in IEP meetings.
- C. Provides Instructional supports
- D. Other _____

Comments _____

II. Responsibilities to children

- A. Assists in determination of students needs
- B. Assists with student placements
- C. Reviews and/or maintains student records
- D. Other _____

Comments _____

III. Responsibilities to other agencies

- A. Maintains effective communication with appropriate districts and community agencies.
- B. Other _____

Comments: _____

IV. Other duties

- A. _____
- B. _____
- C. _____

Comments _____

V. Evaluator's Comments _____

Overall Performance
Satisfactory _____ Needs to Improve _____ Unsatisfactory _____

VI. Evaluatee's comments _____

Evaluatee's Signature ** Evaluator's Signature Date

* Evaluatee's signature does not necessarily constitute agreement with the evaluation; only that she/he has read the document

SANTA YNEZ VALLEY SPECIAL EDUCATION CONSORTIUM
Certificated Evaluation – School Nurse

Name of Evaluatee _____ Evaluator _____
 Grade Level Assignment _____ Area Observed _____
 Date of Observation _____

	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
I. THEORY					
A. Applies appropriate theory as basis for decision making in nursing practice.					
1. Demonstrates evidence of use of theory by sharing information with peers, students, family, staff, other professionals, and the community to assist change.					
2. Demonstrates application of theory by use of most recent techniques and information which govern actions.					
Comments:					
II: PROGRAM MANAGEMENT					
A. Establishes and maintains a comprehensive school health program.					
1. Consults with school administration to establish, review and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.					
2. Assumes responsibility and supervision for in-service programs for school personnel regarding health-related issues. Determines extent of orientation, amount and type of supervision needed to comply with the Nurse Practice Act and other legal considerations.					
3. Establishes process to identify students at-risk for physical and psychosocial problems.					
4. Communicates student health needs to other school personnel.					
5. Establishes follow-up mechanism for referral of identified students.					
6. Completes written reports to provide continuity and accountability of the program.					
7. Provides health service plans for specific students with identified health issues.					
8. Assumes responsibility for initiation of the pupil health record upon enrollment.					
9. Collects, records, and interprets health status data.					
10. Identifies the relationship between health status and the student's ability to learn.					
Comments:					
B. Intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.					

1. Intervenes prudently, in a timely manner, observing standards of care based on current medical and nursing knowledge.					
2. Ensures that student, family, and school personnel are informed about current health status and the interventions taking place within the school setting.					
3. Engages in appropriate and necessary school nursing care to ensure optimal educational opportunity for handicapped, chronically ill, or terminally ill students.					
Comments:					
C. Assesses student responses to nursing actions in order to revise database, nursing diagnosis and nursing care plan, and to determine progress made toward goal achievement.					
1. Reviews documentation of nursing actions and pursues new information.					
2. Determines new priorities and goals in collaboration with student, family, and school personnel, if appropriate.					
Comments:					
	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
III. INTERDISCIPLINARY COLLABORATION					
A. Collaborates with other professionals in assessing, planning, implementing and evaluating programs and other school health activities.					
1. Participates as an integral member of interdisciplinary teams.					
2. Assumes leadership in the individualized education plan when primary service for the student is health related.					
3. Identifies when supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.					
Comments:					
	Exceeds	Meets	Needs Improvement	Unsatisfactory	No Opportunity to Observe
IV. HEALTH EDUCATION					
A. Assists students, families and groups to achieve optimal levels of wellness through health education.					
1. Demonstrates use of the principles of learning and appropriate teaching methods.					
2. Teaches the basic principles of health promotion and disease prevention to individuals and groups.					
3. Acts as a resource in health education to school personnel, students and families.					

Comments:					
V. PROFESSIONAL DEVELOPMENT					
A. Assumes responsibility for continuing education and professional development of self and contributes to the professional growth of others.					
1. Participates in continuing education programs to increase understanding and update skills.					
Comments:					
VI. COMMUNITY HEALTH SYSTEMS					
A. Participates with other key members of the health care community.					
1. Interprets school health services needs and the role of the school nurse to the school and community.					
2. Collaborates with agencies within and outside the community to ensure continuity of service and care.					
Comments:					

Comments/Recommendations:

_____/_____
Signature of Evaluator / Date

_____/_____
Signature of Evaluatee / Date

This document will be placed in your personnel file after ten (10) calendar days, during which you may submit a written response. Evaluatee's signature does not indicate agreement with this evaluation; it only acknowledges receipt of this document.

Memorandum of Understanding
Between
The Buellton Union School District
And
The Buellton Education Association, CTA/NEA
Regarding Grade Span Adjustment

The BUELLTON Union School District (“District”) and the certificated unit of the BUELLTON Education Association (“Association”) enter into this Memorandum of Understanding (“MOU”) effective for the 2022-23 2023-24 and 2024-25 school years based upon the following recitals:

- A. Upon full implementation of the Local Control Funding Formula (“LCFF”), as a condition of the receipt of an additional adjustment of the kindergarten and grades 1 to 3, inclusive base grant (“additional Grade Span Adjustment (GSA) grant”) all school districts shall maintain an average class enrollment for each school site for kindergarten and grades 1 to 3, inclusive, of not more than 24 pupils, unless a “collectively bargained alternative ratio” is agreed to by the school district. (Education Code section 42238.02(d)(3)(D).
- B. Pursuant to Education Code section 42238.03(b)(4), and effective upon full implementation of the LCFF, as a condition of the receipt of the additional GSA grant, school districts with class size averages of more than 24 students will need to make progress towards maintaining an average class enrollment of not more than 24 pupils in kindergarten and grades 1 to 3, inclusive per school site pursuant to the calculations outlined in 42238.02(d)(3)(B), each school site in those grades is agreed to by the school district.
- C. The District collectively bargains with the Association which represents the interests of the District’s teaching staff.

Therefore, based on the recitals above and recognizing the benefits available to District students and the community as a whole, the Association and the District agree as follows:

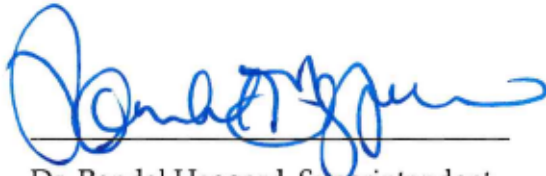
- 1. For the 2022-23-2023-24 and 2024-25 school years the District shall maintain an average of twenty-six (26) pupils at each school site, including inclusion pupils, per regular class unit member in TK, kindergarten and grades 1 to 3, inclusive. A single

class in TK-3 shall not exceed 29 students without the payment of a stipend; if a single TK-3 class is at or exceeds 30 students for twenty consecutive school days then the District shall pay the affected Certificated Bargaining Unit Member a one-time per school year stipend of \$500.

2. It is the intent of the parties that this MOU addresses any and all obligations of the parties to have "a collectively bargained alternative ratio" and includes the parties' agreement on these issues as required to preserve the additional GSA grant as currently stated in the LCFF provisions, including Education Code 42238.02.
3. This MOU reflects the best efforts of the Parties to meet regulations and guidelines and documents the Parties' commitment to work together to maintain the additional grant for the benefit of District students and the community as a whole.
4. This MOU will be in effect for the ~~2022-23~~2023-24 and 2024-25 school years.
Submitted to the parties for ratification:

For the Buellton Union School District

For the Buellton Education Association



Dr. Randal Haggard, Superintendent

Date: 5/15/2023



Michele Lyon, President

Date: 5/15/2023

Appendix D.1 – List of Athletic and Academic Coaching Stipends

Buellton Union School District

Athletic Coaching

Boys Basketball A Team
Boys Basketball B Team
Girls Basketball A Team
Girls Basketball B Team
Girls Volleyball A Team
Girls Volleyball B Team
Boys Volleyball A Team
Boys Volleyball B Team
Boys Tennis
Girls Tennis

Academic Coaching

Math Superbowl