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26 **ARTICLE I: RECOGNITION**

27
28 A. The District acknowledges the Association as the exclusive bargaining representative
29 for the following unit:

30 1. INCLUDED: All probationary and permanent classroom teachers; all
31 temporary and long term substitute employees who have contracted to work for one semester
32 or more; Specialists, such as the following positions or their future equivalents: Special
33 Education, GATE, Music, Career Guidance, Speech Pathologist, Counselors, Counselors-
34 Psychometrists, Elementary Guidance Consultants, Psychologists, Librarians and Nurses.

35 2. EXCLUDED: All classified and other non-certificated employees: all casual
36 or limited term personnel such as day-to-day substitutes and temporary personnel not
37 meeting the above definition for included employees; all management employees as defined
38 in Government Code 3540.1(g), such as the following positions or their future equivalents:
39 Superintendent, Associate Superintendents, Principals, Assistant Principals, all confidential
40 and management employees, and District management consultants.

41
42 B. Disputes concerning the placement of new positions in the unit may be submitted to
43 the PERB after negotiations between the District and the Association to determine whether or
44 not the new positions are to be included within the unit.

45
46 C. As used in this Agreement, "unit member" is defined as any person in the bargaining
47 unit represented by the Association.

48 **ARTICLE II: EFFECT OF AGREEMENT**

49

50 A. Entire Agreement: Effect Upon Board Rules

51 The District shall not be bound by any requirement which is not expressly and explicitly
52 stated in this Agreement. Specifically, but not exclusively, the District is not bound by any
53 past practices of the District or understandings with any employee, organization or council,
54 unless such past practices or understandings are specifically stated in this Agreement. This
55 Agreement supersedes all previous Agreements, understandings, and all inconsistent District
56 policies and rules. In the event of a conflict between this Agreement and any District
57 policies, rules, or practices, the terms of the Agreement shall prevail. Past practices may be
58 referred to in interpreting or applying the terms of this Agreement, but shall not be used so as
59 to result in a modification (whether by addition, detraction, or revision) of the express terms
60 of this Agreement.

61 This Agreement is intended to cover all matters relating to wages, hours and all other
62 terms and conditions of employment. During the term of the Agreement neither the District
63 nor the Association will be required to meet and negotiate on any further matters affecting
64 these or any other subjects not specifically set forth in this Agreement, even though such
65 subjects or matters may not have been within the knowledge or contemplation of either or
66 both the District or the Association at the time they met and negotiated on and executed this
67 Agreement, or even though such subjects or matters were proposed and later withdrawn. The
68 parties may also meet and negotiate on any other subject if they mutually desire to do so.
69 Such negotiations may result in agreement to revise or supplement this Agreement;
70 accordingly, no employee shall be deemed to have a vested right to retain any provision of
71 the Agreement.

72

73 B. Separability and Savings

74 If any provision of this Agreement should be held invalid by operation of law (including
75 statutory charges) or by any judicial court of competent jurisdiction, or if compliance with or
76 enforcement of any provision of this Agreement should be restrained by such tribunal
77 pending a final determination as to its validity, the remainder of this Agreement or the
78 application of such Article or Section as to persons or circumstances other than those as to

79 which it has been held invalid or as to which compliance with or enforcement of has been
80 restrained, shall not be affected thereby. In the event that change of law or decision
81 regarding invalidity of a provision of this Agreement occurs as set forth above, the parties
82 here to shall upon request meet within ten (10) days to negotiate regarding matters related to
83 the invalidated provisions.

84 **ARTICLE III: RETAINED RIGHTS**

85

86 A. This Article is intended to ensure that the District retains all rights and powers to the
87 full extent of the law, which it has not agreed to limit in other Articles of this Agreement.

88 This Article is not intended, nor shall it be construed as expanding the rights of the District
89 beyond statutory and constitutional limits or depriving individual unit members of rights
90 under the Education Code or other statutes or constitutions, or the right to defend these
91 rights. If there is a direct conflict between the retained rights of this Article and the rights of
92 unit members or of the Association as set forth in some other Article of this Agreement, the
93 language of the latter shall prevail.

94

95 B. Subject to the qualifications of Paragraph A, it is agreed that all matters not within the
96 scope of negotiations in Government Code Section 3435.2, and also all matters which are
97 within the scope of negotiations but are not limited by the terms of other Articles of this
98 Agreement, are retained by the District. Such retained rights include, but are not limited to,
99 the exclusive right to determine: the legal, operational, and organizational structure of the
100 District; the safety and security measures for all employees, students, including the various
101 rules and duties for all personnel with respect to such matters; the financial structure and
102 budgetary procedures of the District; the budgetary allocations of the District; the kinds and
103 levels of services to be provided by the District and the methods and means of providing
104 them; establish the District's educational policies, goals and objectives; determine District
105 staffing patterns; direct the work of District employees; the times and hours of operations; the
106 number and kind of personnel required; maintain the efficiency of District operations;
107 determine District curriculum; build more or modify facilities; the duties and standards of
108 performance, including whether or not an employee adequately performs the duties and
109 meets the standards; the utilization of personnel not covered by this Agreement; the selection,
110 classification, transfer and assignment of District employees; the promotion, demotion,
111 evaluation, and discipline of employees subject to applicable law; the date, time, and hours of
112 operation of District facilities, functions, activities, work schedule, and school calendar; the
113 use, acquisition, and disposition of District property; take any action as required by and for
114 the duration of emergencies that may exist. The adoption of policies, rules, regulations, and

115 practices in furtherance thereof, and the use of judgment and discretion in connection
116 therewith, shall be limited only by the specific and express terms of this Agreement and then
117 only to the extent such specific and express terms are in conformance with the law.

118

119 C. It is agreed that the rights of the Association and of its unit members are set forth in
120 other Articles of this Agreement and that this Article is not a source of such rights.
121 Accordingly, any dispute arising out of or in any way connected with either the existence of
122 or the exercise of any of the rights of the District described herein is not subject to the
123 Dispute Resolution provisions of the DISPUTE RESOLUTION PROCEDURE Article V,
124 provided, however, that nothing contained herein shall be construed to prevent the filing of a
125 dispute resolution, pursuant to the DISPUTE RESOLUTION PROCEDURE Article.

126 **ARTICLE IV: WORK STOPPAGE**

127

128 A. Apart from, and in addition to, existing legal restrictions upon work stoppages, the
129 Association hereby agrees that neither it nor its members, agents, representatives, officers,
130 employees, or persons or other organizations acting in concert with any of them, shall incite,
131 encourage, or participate in any strike, walkout, slowdown or other work stoppage of any
132 nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or
133 where so ever located. In the event of any strike, walkout, slowdown or work stoppage or
134 threat thereof, the Association, its agents, representatives, officers, and employees shall do
135 everything within their power to end or avert the same.

136

137 B. Upon the Association's violation of this Article, and in addition to the District's rights
138 under the laws of the State of California and in addition to judicial relief in the form of
139 injunctions and damages and without waiving said rights, the District shall be entitled to
140 withdraw any rights, privileges, or services to or for the Association under this Agreement
141 upon written notice to the Association to such effect subject to applicable law.

142

143 C. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or
144 assisting any strike, slowdown, work stoppage, picketing in connection therewith or other
145 concerted interference with the operations of the District in violation of this Article, or
146 refusing to perform duly assigned services in violation of this Article may be subjected to
147 disciplinary action up to and including termination at the District's discretion.

148

149 D. It is agreed and understood that during the term of this Agreement there will be no
150 lockout of employees by the District. The term lockout as used herein does not include the
151 discharge, suspension, or layoff of unit members pursuant to applicable law nor does it
152 include any situation where the District is forced to close its schools due to lack of funds or
153 emergencies such as natural disasters, epidemics, bomb threats, and work stoppages.

154 **ARTICLE V: DISPUTE RESOLUTION PROCEDURE**

155

156 A. A Dispute in the Scope of Dispute Resolution:

157 A Dispute is an allegation by a unit member that he/she has been adversely affected
158 by a violation, misinterpretation, or misapplication of the specific provisions of this
159 Agreement and that by reason of such violation, misinterpretation, or misapplication, a unit
160 member's rights (or the Association's rights under Article V, section A.3 below) have been
161 adversely affected. Excluded from these procedures are all other disputes and those matters
162 so indicated elsewhere in this Agreement. A dispute, as defined above, may be filed and
163 processed by any of the following:

- 164 1. One or more affected unit member(s); however, the unit member(s) may not
165 proceed beyond Level II unless the Association joins in the appeal;
166 2. The Association on behalf of one or more specifically identified affected unit
167 member(s).
168 3. The Association on behalf of itself.

169

170 B. The Purpose of Dispute Resolution:

171 The purpose of these procedures is to solve disputes in an expeditious and effective
172 manner at the lowest possible administrative level. Both parties agree that these proceedings
173 will be kept as informal and confidential as may be appropriate at any level of the procedure.

174

175 C. The Desired Outcome of Dispute Resolution:

176 Swift resolution of disputes and maintenance of a positive labor-management
177 relationship.

178

179 D. Steps of the Dispute Resolution Procedure:

- 180 1. Informal: Disputant/Designated Administrator
181 2. Level I: Negotiating Team.
182 3. Level II: Superintendent
183 4. Level III: Facilitation/Arbitration

184

185 E. Definitions of Dispute Resolution Terms:

186 1. A "Dispute" is an allegation by a unit member that he/she has been adversely
187 affected by a violation, misinterpretation, or misapplication of the specific provisions of this
188 Agreement.

189 2. A "Disputant" may be the Association or a unit member covered by the
190 specific provisions of this Agreement.

191 3. A "Day" is any day which the central administration of the employer is open
192 for business, unless otherwise noted to be a calendar day.

193 4. The Designated Administrator is the lowest level administrator having
194 evaluation authority over the Disputant.

195 5. The "Negotiating Team" consists of members of both the District and
196 SMTA's bargaining teams.

197

198

199 F. Detail Outline of Dispute Resolution Steps:

200 Step 1 - INFORMAL LEVEL: Disputant/Designated Administrator

201 Before filing a completed Dispute Form (Appendix G), the Disputant shall attend an informal
202 conference with his/her Designated Administrator for the purpose of clarifying the complaint
203 and seeking resolution.

204 1. The Disputant shall have thirty (30) calendar days from when he/she knew of
205 the occurrence of the act or omission giving rise to the dispute, to request an informal
206 conference.

207 2. The Designated Administrator shall have three (3) days to schedule the
208 informal conference. The three days shall commence upon the date following the date of
209 request from the Disputant.

210 3. The Designated Administrator shall have five (5) days from the date of the
211 conference to render his/her written decision and suggested resolution regarding the dispute.

212 4. The informal level shall be concluded within a maximum of thirty-eight (38)
213 days from the occurrence of the act or omission giving rise to the dispute.

214 5. After the informal meeting has concluded, both the Disputant and the
215 Designated Administrator shall complete and sign this form. A copy shall be retained by each

216 party. If the Dispute is taken to Level 1, a copy of the form shall be forwarded to both
217 negotiation teams with the date of a scheduled meeting noted prior to being forwarded.

218

219 Step 2 - LEVEL I: Negotiating Team

220 1. If the Disputant is not satisfied with the decision at the informal level, he/she
221 may present the dispute in writing, on the appropriate forms (Appendix G), to the Designated
222 Administrator and the Negotiating Team, within five (5) days of receiving the decision from
223 the informal level.

224 2. The written form shall contain a clear, concise statement of the dispute, the
225 circumstances involved and a copy of the suggested resolution at the informal conference.

226 3. The Negotiating Team shall review and clarify the dispute with the Disputant
227 and the Designated Administrator.

228 4. If agreement cannot be achieved at Level I within twenty (20) days, the
229 Disputant may appeal to Level II within five (5) days from the twentieth day at Level I.

230

231 Step 3 - LEVEL II: Superintendent

232 1. The Superintendent, or his/her designee, shall review and clarify the dispute in
233 a conference with the Disputant and the Designated Administrator.

234 2. The Superintendent shall have five (5) days to issue a written recommendation
235 to resolve the Dispute and to give it to the Disputant.

236 3. If the Disputant is not satisfied with the Level II resolution, he/she may appeal
237 within five (5) days, in writing, to the Association, requesting submission of the Dispute to
238 Level III.

239 4. The Association, by written request to the Superintendent within five (5) days
240 of the Disputants' request, may submit the Dispute to Level III.

241

242

243 Step 4 - LEVEL III: FACILITATION/ARBITRATION:

244 1. The Association and the District shall by mutual agreement select a
245 facilitator/arbitrator. If no agreement can be reached within five (5) days of the above
246 request for arbitration of the Association, the parties shall request the California State

247 Mediation and Conciliation Service to supply a list of five (5) names of persons experienced
248 in Dispute Resolution in public schools. Each party shall alternately strike a name until only
249 one name remains. The party to strike first is determined by a mutually agreed upon lottery.

250 2. If any question arises regarding the arbitrability of a dispute, the
251 facilitator/arbitrator shall make a determination of this issue prior to hearing the merits of the
252 dispute, unless the facilitator/arbitrator determines that good cause exists to do otherwise.

253 *[Language transferred from Process "B" Number 3.]*

254 3. In each Dispute, the facilitator/arbitrator shall conduct a telephonic pre-
255 hearing conference for the purpose of clarifying the dispute and the issues to be heard. The
256 conference shall be attended by a representative for the Disputant a representative for the
257 District.

258 4. If available the facilitator/arbitrator shall hold a hearing on the merits of the
259 Dispute and a representative for the District.

260 5. The facilitator/arbitrator shall receive evidence and post written briefs, if
261 requested by either party and shall submit his/her written findings and award to both parties
262 within 30-calendar days of the hearing.

263 6. The facilitator/arbitrator shall have no power to add to, subtract from, or
264 modify the terms of this Agreement, nor shall the facilitator/arbitrator be empowered to
265 render a decision on issue(s) not before the facilitator/arbitrator, nor on facts not supported
266 by the findings.

267

268 G. Right of Representation:

269 The Disputant must be present at all stages of the processing of a dispute. However,
270 the Disputant may be represented by the Association at all levels of the dispute resolution
271 process.

272

273 H. Dispute Resolution Forms:

274 Forms for filing and processing a dispute shall be drafted by the District and the
275 Association by mutual agreement, consistent with provisions of this Article. The District and
276 the Association will use their best efforts to assure distribution of the forms to each school
277 site. The cost of preparing such forms shall be borne by the District.

278

279 I. Dispute Resolution Files:

280 All documents resulting from the processing of a dispute shall be kept in "Folder C,"
281 (see the Personnel Files Article, XXI) which is a separate dispute resolution file and shall not
282 be kept in an employee's personnel file.

283

284 J. Expenses:

285 The fees and expenses of the facilitator/arbitrator shall be borne equally by the
286 District and the Association. If transcripts are requested, the cost shall be borne equally by
287 the parties if the transcript is requested by either parties or the facilitator/arbitrator. If the
288 transcript is requested by only one party, the party shall incur the expense. All other
289 expenses shall be borne by the party incurring them. If either, or both, party(ies) request
290 transcripts, a copy shall be provided for the facilitator/arbitrator.

291

292 K. Time Limits:

293 1. A decision rendered at any step in these procedures becomes final unless
294 appealed within the time limits specified.

295 2. If the dispute is not processed by the Disputant and/or the Association in
296 accordance with the time limits set forth in this Article, it shall be considered untimely and
297 dismissed. If the District fails to respond to a dispute at any level in a timely manner, the
298 running of its time limit shall be deemed a denial of the dispute and a termination of the level
299 involved, and the Disputant may proceed to the next step.

300 3. Time limits provided for each level shall begin the day following receipt of
301 the dispute, dispute appeal, or written decision.

302 4. Since it is important that disputes be processed as rapidly as possible, the time
303 limits specified at each level should be considered to be maximums and every effort should
304 be made to expedite the process. The time limits may, however, be extended by mutual
305 written agreement.

306 5. In the event a dispute is filed at such a time that it cannot be processed
307 through all the levels in this dispute resolution procedure by the end of the school year and, if
308 left unresolved until the beginning of the following school year could result in harm to the

309 Disputant, the time limits set forth herein may be reduced by mutual written agreement of the
310 District and the Association so that the procedure may be exhausted prior to the end of the
311 school year or as soon as is practical.

312 6. Time limits given in these procedures may be modified by written agreement
313 of the parties involved.

314

315 L. No Reprisals:

316 No reprisals of any kind will be taken by the Superintendent or by any
317 member or representative of the administration or the Board against any Disputant, any
318 member of the Association or any other participant in the dispute resolution procedure solely
319 because of the fact of such participation.

320

321 M. Reasonable Release Time:

322 Dispute Resolution meetings will be scheduled by the District at mutually
323 convenient times and places. Normally such meetings will be scheduled in such a manner
324 that they will not conflict with regular duties. However, when such meetings are scheduled
325 so as to conflict with the unit member's work hours, reasonable release time without loss of
326 salary will be provided to the affected unit member and his/her authorized Association
327 representative, if any, and to scheduled witnesses while testifying at arbitration hearings.
328 This constitutes reasonable periods of release time within the meaning of Government Code
329 Section 3543.1(c).

330

331 N. General Provisions:

332 1. If the same dispute or substantially the same dispute is made by more than one
333 employee against one party, only one employee on behalf of himself/herself and the other
334 Disputants may process the dispute through the dispute resolution procedure. Names of all
335 parties in the dispute shall appear on all documents related to the processing of the dispute.

336 2. Any employee may present disputes in accordance with this Article without
337 intervention of the Association, so long as the adjustment is not inconsistent with the terms of
338 this agreement. The District shall not agree to the final resolution of the dispute until the
339 Association has been provided a copy of the proposed solution and has been given an

340 opportunity to file a response. The Association shall either accept the resolution or appeal to
341 the next level within ten (10) days.

342 3. In the event the dispute involved an order/requirement, pending the final
343 decision of the dispute, the employee dispute shall in no way interfere with the right of the
344 District to proceed in carrying out its management responsibilities subject to final resolution
345 of the dispute.

346

347 **ARTICLE VI: WORK DAY, TEACHING HOURS, AND ADJUNCT**
348 **DUTIES**

349
350 A. Work Day and Teaching Hours

351 1. As used throughout this Agreement, "work day" shall be defined as a day
352 when unit members are required to be on duty whether or not such days are partial or
353 minimum days for unit members as specified in the WORK YEAR Article XI .As used
354 throughout this agreement, "day" refers to a work day, unless specifically specified to be a
355 "calendar" day.

356 2. The District recognizes that the varying nature of a unit member's day-to-day
357 professional responsibilities does not lend itself solely to an instructional day of rigidly
358 established length. The minimum school-based assignment hours shall be subject to the
359 following provisions:

360 a. The instructional day at pre-school shall be three (3) hours and twenty-five
361 (25) minutes, plus the requirements of paragraph 2e below; from 8:30 a.m. to 2:15 p.m. for
362 transitional kindergarten if TK class includes students from both elementary schools; from
363 8:30 a.m. to 2:30 p.m. if each elementary school has their own TK class: from 8:30 a.m. to
364 2:30 p.m. for grades K-3; from 8:30 a.m. to 2:50 p.m. for grades 4 and 5; from 8:00 a.m. to
365 2:50 p.m. for grades 6 through 8; and from 8:00 a.m. to 3:00 p.m. for grades 9 through 12.

366 b. The preceding language does not preclude the District from assigning unit
367 members to teach a modified schedule, outside the regular instructional day, with
368 mutual consent of the unit member. The total hours for such an assignment shall not
369 exceed six periods per day.

370 c. Unit members are expected to remain a sufficient amount of time after the
371 end of their last class or conference period to take care of student needs, attend scheduled
372 parent or administrative conferences or meetings, and participate in assigned or voluntary
373 adjunct duties.

374 d. Unit members shall be permitted to leave after the close of the regular
375 instructional day on Fridays and the day preceding a holiday or vacation.

376 e. The District shall establish the length, starting and ending times of the
377 instructional day within the regular unit member work day specified in Paragraph 2a above.

378 The District shall make every effort to provide a relief break for each bargaining unit
379 member every two (2) hours.

380 f. As a part of their workday pre-school unit members shall assist in the
381 primary grades as directed by the site administrator, in accordance with Section 46118 of the
382 California Education Code.

383 g. No unit member shall absent himself/herself for any reason from his/her
384 assigned building during his/her working hours without notifying the building administrator
385 or his/her designee.

386 h. There shall be a five (5) period day at San Marino High School and
387 Huntington Middle School.

388 3. Specialists: The regular on-site work day for full-time non-classroom
389 personnel in the bargaining unit shall be as follows: program specialists, librarians, nurses,
390 counselors, speech pathologists and psychologists – seven (7) hours per day inclusive of the
391 duty-free lunch period. However, it is recognized that their professional responsibilities will
392 cause their workday to vary in length and times under the direction of their immediate
393 administrator. In situations where a non-classroom unit member has worked substantially
394 beyond the regular work day due to night meetings, late parent conferences and the like, the
395 immediate administrator and unit member shall schedule mutually agreed upon trade time
396 off.

397 4. Part-Time: The workday for a part-time unit member shall be in the same
398 ratio as his/her employment bears to full-time employment as determined by his/her
399 immediate administrator.

400 5. Duty-free Lunch: Each unit member shall normally receive a daily lunch
401 break of forty-five (45) minutes, as scheduled by the immediate administrator, of which
402 thirty (30) minutes are to be uninterrupted, except when there are unscheduled fire drills or
403 other such emergencies. On those days, including rainy days and smog alert days, when it is
404 necessary to perform pupil supervision duties during their normal duty-free lunch period, unit
405 members shall be permitted to leave after the close of the regular instructional day provided
406 that the responsibilities described in Paragraph 2b above have been attended to or are
407 rescheduled, if applicable.

408 6. Modifications: These minimum school-based assignment hours and duty-free
409 lunch breaks shall be applicable to every scheduled work day provided, however, that such
410 assignment hours may be modified by mutual agreement between the immediate
411 administrator and the unit member(s) involved, and that such lunch breaks may be used for
412 voluntary faculty, grade level, or department meetings.

413 7. Minimum Day: For the purposes of this Agreement the on-site workday for
414 unit members on District-authorized minimum school days called due to
415 heat/smog/inclement weather shall be as follows:

416 a. Grades K-8: five (5) hours, including the normal lunch break. Students
417 will be dismissed at 12:30 p.m. and unit members shall have a duty-free lunch from 12:30 to
418 1:15 p.m. Teachers' preparation period shall be during the student lunch, which will be
419 approximately 20 minutes.

420 b. Grades 9-12: four (4) hours and (30) minutes with no scheduled lunch
421 break.

422 c. On minimum days called for purposes of in-service training, curriculum
423 planning, or the last day of the first and third quarters, the normal on-site hours are to be
424 observed.

425 8. Preparation or Conference Period. Except for District designated minimum
426 days as defined or referred to in this Article and the WORK YEAR Article XI, unit members
427 shall have the following preparation or conference periods:

428 a. Unit members with classroom assignments in grades 6-12, except as
429 provided below, shall have one (1) preparation or conference period per instructional day.

430 b. The District shall provide all full-time teachers of grades 1-5 with
431 preparation or conference times of at least thirty (30) consecutive minutes per normal
432 instructional day.

433 9. Special Education Teacher Conference Days: Each Special Education
434 Teacher shall have five (5) conference days to perform the following duties:

435 a. Working with students in mainstream classes;

436 b. Developing, modifying, monitoring individualized Educational Plans;

437 c. Modifying curriculum for mainstream classes;

438 d. Testing and evaluating students' test results;

439 e. Consulting with mainstream teachers, parents, etc; or,
440 f. Any other duties necessary to carry out the specific responsibilities of
441 special education teachers. The scheduling of this time will be worked out at each site by the
442 affected specialist, teachers, and administrators to their mutual satisfaction.

443

444 10. The District shall reduce the number of parent/teacher conference days for K-5
445 teachers from five to four allowing one additional minimum day to be used for the purposes
446 of staff development. If enrollment exceeds 26 students, including SDC students, in any one
447 classroom in grades 4 and 5, the fifth parent-teacher conference day shall be reinstated as a
448 minimum day for all teachers 4 and 5.

449 B. Adjunct Duties

450 Except as provided in the EXTRA ASSIGNMENT PAY Article XVII, unit members
451 shall also be required to perform the following adjunct duties without additional
452 compensation:

453 1. Attending faculty, departmental, grade level, and District or school-related
454 meetings. Each Tuesday afternoon (not extending beyond 4:00 P.M.) shall be reserved for
455 these aforementioned meetings unless changed by mutual agreement of the faculty and
456 administrator. The parties acknowledge that unforeseen emergencies may arise which
457 require additional meetings or meetings on days other than Tuesdays. The District will give
458 advance notice of such meetings as far in advance as practical.

459 2. Planning, selecting, and preparing materials for instruction; evaluation work
460 of pupils; conferring with parents; keeping records and studying current literature to keep
461 abreast of developments within the subject matter taught by the unit member;

462 3. Accepting professional responsibility to support school-related activities;

463 4. Attending Back-To-School Night and Open House;

464 5. Substituting for another unit member when in the judgment of the
465 administrator any other method of covering the class of the absent unit member is neither
466 practical nor reasonable to the efficient operation of the school or District.

467 In the case of a full day absence of a teacher, the District shall make an attempt to obtain a
468 substitute before assigning such coverage to regular staff. Such class coverage shall be
469 equitably assigned by the administrator, and shall not, except in emergencies, require the

470 interruption of more than one hour in grades K-5, or one preparation period for grades 6-12
471 for any one teacher on the day in question. Each unit member may not be required to
472 substitute by an administrator more than three periods per year.

473 In the event that a unit member, after having already substituted for three periods without
474 compensation, substitutes for another member, they shall be paid the curriculum rate per
475 hour. The unit member may refuse such requests once.

476 6. Such other adjunct duties that have been provided by unit members as per
477 established past practice.

478 7. The District shall make every effort to see that the adjunct duty
479 responsibilities are equally shared by all of the unit members at a particular school and that
480 these responsibilities are scheduled as far in advance as possible so that unit members may
481 plan their instructional preparation activities or other responsibilities to accommodate for
482 such adjunct duties.

483 8. Curriculum and Staff Development Planning Time:

484 a. For grades K-12, department or grade level meetings may be held two (2)
485 days per semester for curriculum and articulation planning for the school year. Teachers may
486 take up to four curriculum planning days per year with site administrator approval. A record
487 will be kept to document this attendance, and this record will be returned to the principal.

488 1) For planning time held during the regular school day, a
489 substitute will be provided. If a substitute is required, the request for a substitute must be at
490 least fourteen days prior to the planning day.

491 2) By unanimous consent of the grade level or department, the planning day may occur
492 outside the regular school day, with all participants receiving a stipend equal to the regular
493 substitute rate. The planning day must be scheduled so all members of the grade level or
494 department are in attendance for a total of six hours unless excused by the principal.

495 9. General education teachers will be paid based on the District's Special
496 Projects/Curriculum Rate when participating in an IEP/504 meeting that extends beyond 90-
497 minutes outside of the regular school day. The first 90-minutes of the meeting are part of the
498 professional responsibility of the teacher and payment will be made in 15-minute increment
499 thereafter.

500 C. OTHER PROVISIONS:

501 1. Nothing contained herein is meant to limit or restrict the amount of voluntary
502 student contact by any unit member during any unassigned time.

503 2. The District shall not assign any unit member classes requiring daily
504 preparation in more than three (3) different subject fields or four (4) different class
505 preparations without the consent of the unit member. When the Master Schedule is
506 completed and before it is published at the sites, the District shall notify the Association
507 President, in writing, of all teachers assigned at or above the maximum of three (3) different
508 subject fields and/or four (4) different class preparations and state reasons for the assignment.

509 **ARTICLE VII: EVALUATION PROCEDURES**

510

511 A. The District retains the sole responsibility for the evaluation and assessment of
512 performance of each unit member, subject only to the procedural requirements of this
513 Article. Accordingly, no dispute arising under this Article shall challenge the substantive
514 objectives, standards, or assessment techniques or evaluations determined by the evaluator
515 or District, nor shall it contest the judgment of the evaluator; any disputes shall be limited to
516 a claim that the procedures of this Article have been violated. For purposes of this clause,
517 false facts set forth in the final evaluation document are considered procedural but no
518 content issues shall be disputable.

519

520 B. Purpose:

521 The District and the Association agree that the principal purpose of evaluation is to
522 improve and strengthen the quality of the instructional program and to improve performance.
523 [Evaluation forms for teachers, counselors, speech pathologists and psychologists may be
524 found in Appendix D]

525

526 C. Frequency of Evaluation:

527 Probationary and temporary unit members shall be evaluated once each year.
528 Permanent unit members shall be evaluated at least once every two years. The certificated
529 evaluation cycle will be held at least once every five years for permanent personnel who have
530 been employed at least 10 years, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and
531 whose previous evaluation rated the employee as meeting or exceeding standards, if the
532 evaluator and certificated employee being evaluated mutually agree. The certificated
533 employee or the evaluator may withdraw consent at any time.

534

535 D. Evaluator:

536 In most cases the evaluator shall be a unit member's principal unless another
537 certificated administrator is designated by the District. If the District designates another
538 certificated administrator as the evaluator instead of the principal, the unit member shall be
539 so notified by October 15. In the unusual circumstance where an evaluator becomes

540 incapable of continuing service in that role during the evaluation cycle, the District may
541 designate another qualified certificated administrator to complete the service as the evaluator
542 for the unit member's evaluation. The designated evaluator shall not be the Superintendent.

543 E. Information Meeting Regarding Evaluation:

544 Evaluators shall, by October 15 of each year, hold one or more staff meetings to
545 review the procedures for setting standards and techniques for assessment, and for reviewing
546 the evaluation calendar for the year.

547

548 F. Procedures for Setting Standards and Assessment Methods--Professional
549 Development:

550 1. The evaluator and unit member jointly shall determine the unit member's
551 professional goals and performance objectives for the school year. Development of these
552 objectives and the criteria for their assessment shall be completed by October 31 except
553 where extenuating circumstances cause a delay. Professional goals and performance
554 objectives shall be stated in terms of the students wherever appropriate, and may include
555 specific instructional methods, activities, and course content.

556 2. The evaluator may suggest additional goals and objectives for the unit
557 member relating to criteria listed in the evaluation form. These suggestions must be
558 identified as "goals and objectives set by administrator."

559 3. At the request of either the unit member or the evaluator, the standards
560 established shall be subject to review and possible revision during the school year. The
561 timing of the implementation of such revision shall be reasonably adapted to the
562 circumstances of each case.

563 4. It is acknowledged that there may be constraints which hinder the attainment
564 of objectives. Either the unit member or the evaluator may propose such constraints as part
565 of the evaluation process subject to the provisions of Section F of this Article.

566

567 G. Procedures for Evaluation:

568 1. Unit members shall not formally or informally evaluate other unit members.

569 2. The evaluator may observe a unit member's performance at any time and may
570 evaluate a unit member's performance at any time. If the evaluator requests that a unit

571 member present a particular type of lesson, the evaluator shall notify the unit member at least
572 two (2) days in advance. Each formal evaluation shall be preceded by at least one formal
573 classroom observation lasting at least thirty (30) minutes. In the absence of reasonable need,
574 there will normally be two such formal observations preceding each annual evaluation. Each
575 observation to be used for evaluation purposes shall be followed by a written observation
576 report, a copy of which shall be given to the unit member. A conference between the
577 evaluator and the unit member to discuss the observation and written observation report shall
578 be held at the request of either party.

579 3. The District and the Association recognize that there are instances when the
580 professional responsibilities of a unit member are not commonly observed during the course
581 of a classroom observation. These instances shall be noted in Part 2, Section 7 of the unit
582 member's Observation Record.

583 4. A written copy of the completed evaluation (Appendix D) shall be presented
584 to the unit member no later than thirty (30) calendar days prior to the last student day of the
585 school year in which the evaluation takes place.

586 5. The unit member shall have the right to initiate a written reaction or response
587 to the evaluation. This response shall become a permanent attachment to the employee's
588 personnel file. Before the last school day scheduled on the school calendar, a meeting shall
589 be held between the unit member and the evaluator to discuss the evaluation.

590 6. In cases of disagreement between the evaluator and unit member regarding the
591 evaluation, the unit member may appeal to the Superintendent who may modify the final
592 assessment made by the evaluator. If the unit member continues to object to the evaluation,
593 he/she shall have a period of five (5) workdays following receipt of the final assessment to
594 prepare and submit a written reaction in response to the evaluation. Such response shall
595 become a permanent attachment to the evaluation which shall be placed in the unit member's
596 personnel file.

597 H. Commencing with their sixth year in the District, unit members may be eligible for
598 the Alternative Evaluation process as outlined in Appendix D, Part II.

599

600 I. Lawful Non-School Related Activities

601 The District shall neither inquire into nor predicate any adverse evaluation upon a
602 unit member's lawful political or lawful employee organization activities or preferences
603 which have no impact on his/her effectiveness as an employee.

604

605 J. Controversial Teaching Materials

606 No negative evaluation of classroom performance shall be solely predicated upon the
607 unit member's use of controversial teaching materials provided that such materials are
608 consistent not only with the age and maturity level of the affected students but also with the
609 District's educational and curriculum guidelines and policies.

610

611 K. Classroom Aide Performance

612 Unit members will not be evaluated based upon their aides' independent performance
613 in the classroom.

614 **ARTICLE VIII: LEAVES OF ABSENCE**

615

616 A. General Provisions

617 1. A leave of absence is an authorization for a unit member to be absent from
618 duty, generally for a specific period of time and for an approved purpose. The District and
619 the Association recognize that the California Education Code requires that the District grant
620 some types of leaves of absence. These required leaves are incorporated into this Agreement
621 by reference as if fully set forth herein, as such leaves now exist or may be changed from
622 time to time.

623 2. A leave protects the unit member by holding a place in the District for such
624 unit member until the leave expires, usually with the right to return to the District in a
625 position of the same status and rank at the conclusion of the leave, providing the position
626 would have otherwise remained. There is, however, no assurance that the return assignment
627 will be in the school or administrative site where such unit member was assigned when the
628 leave was authorized.

629 3. A condition of each leave of absence is that the credential or permit held at the
630 time the leave was granted, properly authorizing the service, must be maintained in full force
631 by the unit member.

632 4. Unit members on a paid leave of absence, unless otherwise provided herein,
633 shall receive wages and health and welfare coverage, and retirement credits, the same as if
634 they were not on leave. Those who go on an unpaid leave shall continue to receive benefits
635 through the end of the pay period, and they may be allowed to remain on continued coverage
636 at their own expense pursuant to the terms of the District's applicable insurance plan,
637 provided they make advance payment of the premium in a manner reasonably required by the
638 District.

639 5. Any unit member who regularly works less than five (5) days a week or less
640 than a full school year of service (September to June) shall be entitled to leaves of absence, if
641 granted, in the same ratio that his/her employment bears to full-time employment.

642 6. Utilization of leave provisions under this Article for whole or partial day(s)
643 shall be deducted from a unit member's leave entitlement whether or not a paid substitute was
644 employed to replace the unit member on leave.

645 7. A unit member returning from any and all absences must contact the school or
646 site before 2:00 p.m. of the workday preceding the workday of intended return. One who
647 fails to provide such notice of intention to return to duty before 2:00 p.m. of the work day
648 prior to the work day of intended return shall be permitted to return to duty that work day and
649 shall be charged with the cost of the services of a substitute, provided the District is unable in
650 its discretion to utilize the substitute elsewhere.

651 8. It is agreed that a unit member who is absent from work other than for those
652 days as authorized by State Law, or authorized leave provisions of this Agreement, is taking
653 an unauthorized absence in breach of contract and in violation of this Agreement. The
654 District will deduct a salary amount equal to the ratio of days absent to the days of required
655 annual service.

656 B. Sick Leave

657 1. The purpose of sick leave utilization shall be for physical and emotional
658 disability absences which make continued employment impracticable, or for legally
659 established quarantine.

660 2. Unit members who are employed full time for five (5) days a week for a
661 school year of service shall be entitled to ten (10) days of leave of absence annually for
662 illness or injury. Unit members shall receive full pay for sick days thus allowed in any
663 school year, and the number of days not used shall accumulate from year-to-year. Every unit
664 member who works less than five (5) days a week or less than a school year of service shall
665 be entitled to sick leave in the same ratio that his/her employment bears to full time
666 employment.

667 3. Allowable sick leave credit for any one school year need not be accrued prior
668 to being taken by the unit member during said year. Such leave may be taken for workdays
669 during the instructional school year and summer school as provided in the Summer School
670 Article XII. Should a unit member terminate employment prior to earning sick leave taken in
671 advance of accrual, the District retains the right to recover any overpayment by any legal
672 means of redress.

673 4. Earned or accumulated sick leave shall not be considered as vacation, nor
674 shall a unit member be reimbursed for unused sick leave at the time of separation except for
675 purposes of retirement as provided by law.

676 5. Sick leave shall not be transferable from one unit member's accumulated
677 balance to that of another unit member under any circumstances.

678 6. Any unused sick leave credit may be used by the unit member for sick leave
679 purposes, as defined, without loss of compensation. Upon exhaustion of all accumulated sick
680 leave credit, a unit member who continues to be absent under the provisions of this Article
681 shall receive the difference between his/her pay and the amount actually paid a substitute, or
682 if no substitute was employed, the average amount that would have been paid to a substitute
683 if one had been employed unless the unit member requests to use days without pay. In order
684 to qualify for differential pay, a unit member shall utilize available leaves in the following
685 sequence:

- 686 a. All Industrial Accident or Illness leave days, when applicable;
- 687 b. All remaining current year days credited for sick leave;
- 688 c. All accumulated sick leave.

689 7. In no event shall days of differential pay exceed five (5) school months in any
690 school year. Only one increment of differential pay shall be allowed for any single and
691 continuous illness that continues into the next fiscal year.

692 8. If requested to do so by the District, a unit member whose absence under this
693 Article exceeds five (5) consecutive work days shall provide, at the District's expense, a
694 statement from a medical doctor or licensed practitioner indicating an ability to return to
695 his/her position classification without restrictions or detriment to the unit member's physical
696 and emotional well-being, or to the physical and emotional well-being of his/her students.

697 9. It shall be the prerogative of the District to require verification of any absence
698 if the District reasonably believes that the absence may not have been used for proper sick
699 leave purposes. If the District does request any such verification referred to in this
700 paragraph, said request and reasons therefore shall be put in writing. If the District requests
701 verification from a doctor or licensed practitioner, the District shall pay the reasonable cost
702 of obtaining the verification if illness is verified, and the unit member shall pay if illness is
703 not verified.

704
705
706

707 C. Association Leave

708 The District shall grant release time to the President of the Association or his/her
709 designee up to sixteen (16) days per year. Every effort will be made to see that no more than
710 eight (8) days per year are used by any one person other than Association President. The cost
711 of the substitute, if required will be shared equally by the Association and the District.
712 Additional days may be granted by the Superintendent upon request, The District shall be
713 notified as soon as possible of intended absence.

714

715 D. Bereavement Leave

716 1. A unit member shall be entitled to a maximum of three (3)
717 days leave of absence, exclusive of other leaves, without loss of salary for attendance at the
718 services conducted fewer than 300 miles (one way) from the District Office, for the death of
719 any member of his/her immediate family as defined in Paragraph 3 below.

720 2. A unit member shall be entitled to a maximum of five (5) days leave of
721 absence exclusive of other leaves without loss of salary for attendance at the services
722 conducted 300 miles or more (one way) from the District Office for the death of any member
723 of his/her immediate family as defined in paragraph 3 below.

724 3. The term "immediate family" is defined as follows: the parent, legal guardian,
725 child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law,
726 sister-in-law, son-in-law, and daughter-in-law of the unit member or the spouse or ex-spouse
727 of the unit member; or significant other

728 4. A unit member shall also be entitled to a maximum of one (1) day leave of
729 absence exclusive of other leaves without loss of salary for attendance at the services
730 conducted either in California or out of state for the death of an aunt, uncle, niece, or nephew
731 of the unit member or the spouse of the unit member.

732 E. Early Return from Unpaid Leave

733 1. If a unit member is on unpaid leave and wishes to return prior to the scheduled
734 or agreed upon termination date of the leave, the unit member may request in writing an
735 immediate assignment to a unit position.

736 2. If the District determines there is a vacancy for which the unit member is
737 qualified, he/she shall be assigned to a position as soon as practical.

738 3. In rendering its determination, the District is under no obligation to dismiss or
739 terminate the services of another employee to make available a position for the returning unit
740 member.

741

742 F. Industrial Accident and Illness Leave

743 1. Industrial accident and illness leave shall be granted to unit members in
744 accordance with provisions of this Section for injury or illness incurred within the course and
745 scope of the unit member's assigned duties.

746 2. In order to qualify for industrial accident or illness leave coverage or Workers'
747 Compensation benefits, a unit member claiming such leave or benefits shall submit a
748 statement from a District appointed physician or his/her treating physician and/or any
749 physician appointed by the compensation insurance administrator indicating the unit
750 member's disability, subject to the provisions of Paragraphs 4 and 5 below.

751 3. A unit member shall be permitted to return to service after an industrial
752 accident or illness leave only upon presentation of a release from the treating physician
753 and/or the compensation insurance administrator's appointed physician(s), if any, subject to
754 the provisions of Paragraphs 4 and 5 below.

755 4. In any case where an examination is conducted or where a release is certified
756 by a physician other than a District appointed physician and the District has a reason to
757 believe the diagnosis issued or the release presented by such physician(s) is incomplete or
758 unclear, the District may require, at its expense, a subsequent evaluation of the unit member
759 by a District appointed physician certified in the area of diagnosis necessitated by the
760 particular accident or illness. Furthermore, the District reserves the right to require an
761 examination of a unit member at District expense by a District appointed physician within
762 thirty (30) days of an industrial accident or illness provided, however, that a unit member
763 may utilize his/her own physician if he/she has on file at the District Office (prior to the
764 occurrence of the industrial illness or injury) the name of the physician.

765 5. Statements and/or releases as referred to in Paragraphs 2, 3, and 4 above shall
766 attest to the unit member's ability to perform the full schedule of duties and responsibilities of
767 his/her position without restrictions and without detriment to his/her physical and emotional

768 well-being or to the physical and emotional well-being of his/her students. Such statements
769 or releases shall be made on a form provided by the District.

770 6. A unit member who has sustained a job-related injury or illness shall report
771 the injury to his/her immediate administrator on the District Accident Report Form the same
772 work day the injury or illness occurs or the work day which the unit member reasonably
773 should have known of the illness or injury or no later than the next scheduled work day
774 following the accident if such accident occurs after school hours, unless the unit member's
775 condition makes it physically impossible to file such form.

776 7. Allowable leave shall be for not more than sixty (60) work days in any one
777 fiscal year for the same illness or accident. Allowable leave shall not be accumulated from
778 year-to-year. If the same illness or injury extends into the next fiscal year the unit member
779 shall be allowed to use only the amount of leave remaining from the previous fiscal year.

780 8. Industrial accident or illness leave shall commence on the first day of absence,
781 and shall be charged by one (1) day for each day of authorized absence regardless of a
782 temporary disability indemnity payment.

783 9. Any unit member receiving benefits as a result of this Section shall, during
784 periods of injury or illness, remain within the State of California unless the District
785 authorizes travel outside the state.

786 10. During any industrial paid leave of absence, the unit member may endorse to
787 the District the temporary disability indemnity checks received on account of the industrial
788 accident or illness. The District, in turn, shall issue the unit member appropriate salary
789 warrants for payment of his/her salary less normal deductions, authorized contributions, and
790 temporary disability indemnity amounts equal to the indemnity checks retained by the unit
791 member, if applicable. Payment of such salary warrants by the District is contingent upon
792 the unit member providing the required accident report and physician(s) statements.

793 11. Upon conclusion of the industrial paid leave, the unit member may utilize any
794 available sick leave benefits. However, any sick leave utilization, when combined with any
795 temporary disability indemnity, compensatory time, or vacation, shall not result in payment
796 of more than full salary. For sick leave purposes, the absence under this procedure shall be
797 deemed to have commenced on the date of termination of the industrial paid leave.

798 12. Any unit member receiving benefits under this industrial accident or injury
799 section who has been medically released for return to duty and who fails or refuses to accept
800 an assignment for which he/she is credentialed and competent may be deemed to have
801 abandoned his/her position on the effective date of the assignment.

802

803 G. Jury Duty Leave

804 1. A jury duty leave is granted to enable a unit member to serve as juror if an
805 official notification calling for such duty is received. Leave shall be granted for the period of
806 time directed by the court.

807 2. The unit member shall receive his/her regular salary if jury duty is served
808 during the regular school year. Any jury duty fees, less mileage allowance, shall be
809 forwarded to the Business Office. A court attendance report shall also be submitted at the
810 end of each calendar month.

811 3. Time spent on jury duty shall count toward all benefits as though active
812 service were rendered.

813 4. Unit members desiring exemption or postponement shall notify the site
814 principal in writing and attach the official jury duty notification. A written request for an
815 occupational exemption or postponement will be sent to the appropriate court for the unit
816 member.

817 5. A teacher who would require class coverage (a substitute) will be paid the
818 daily substitute rate for each day of jury duty if such duty is served during the summer
819 vacation, winter break, or spring break instead of during the regular school year. The teacher
820 must begin jury duty at least ten working days prior to the first day of the new school year.
821 To be paid, the teacher must submit to the district a time sheet supported by the jury duty
822 service voucher indicating the number of jury days served.

823 H. Legislative Leave

824 1. Every unit member employed by the District as a permanent certificated
825 employee who is elected to the Legislature shall be granted an unpaid leave of absence from
826 his/her duties as an employee of the District by the governing board of the District.

827 2. During the term of such leave of absence, the unit member may be employed
828 by the District to perform such less than full-time service requiring certification
829 qualifications, as may be mutually agreed upon. Such absence shall not affect in any way the
830 classification of such unit member.

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

835 4. Notwithstanding any provision of the Education Code to the contrary, a
836 person employed to take the place of such unit member shall not have any right to such
837 position following the return of such unit member to the position.

838

839 I. Maternity Leave

840 1. The District shall provide for leave of absence from duty for any certificated
841 employee of the District who is required to be absent from duties because of pregnancy,
842 miscarriage, childbirth, and recovery there from. The length of the leave of absence,
843 including the date on which the leave shall commence and the date on which the employee
844 shall resume duties, shall be determined by the employee and the employee's physician.

845 2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth,
846 and recovery there from are, for all job-related purposes, temporary disabilities and shall be
847 treated as such under any health or temporary disability insurance or sick leave plan available
848 in connection with employment by the District.

849 3. Except as provided herein, written and unwritten employment policies and
850 practices of the District shall be applied to disability due to pregnancy or childbirth on the
851 same terms and conditions applied to other temporary disabilities.

852

853 J. Family Care Leave

854 1. Upon exhaustion of all accrued sick leave and the current year's accrued
855 annual leave, a unit member shall be allowed to take up to twelve (12) weeks of unpaid leave
856 per year for purposes described in the Family Medical Leave Act of 1993, such as caring for
857 a newborn child, an ailing family member or to arrange for an adoption. The unit member
858 returning from leave shall be returned to position as provided in the Family Medical Leave
859 Act, 1993.

860 2. The District shall continue providing health, dental, vision, and health
861 insurance benefits as defined in Article 16 of this Agreement to the unit member while he/she
862 is on Family Care Leave.

863 3. To qualify for this leave, a unit member must have been employed for at least
864 one (1) year immediately preceding such leave.

865 4. Refer to Federal Law §825.701(a)

866

867 K. Personal Necessity Leave

868 1. Subject to the limits set forth below, personal necessity leave may be utilized
869 by a unit member who has sufficient sick leave credit, for circumstances that are serious in
870 nature, which cannot be expected to be disregarded, which necessitate immediate attention
871 and which cannot be dealt with during off-hours. "Personal Necessity" is limited to:

872 a. Death of a close friend or relative not included in the definition of
873 immediate family (as used in this section, the term "immediate family" as defined in
874 paragraph 3 of subsection D above);

875 b. Death of a member of the employee's immediate family, when time in
876 excess of that provided in subsection D above is required;

877 c. Serious illness of a member of the employee's immediate family or
878 significant other;

879 d. Accident involving the employee's person or property or the person or
880 property of a member of the employee's immediate family or significant other;

881 e. Birth of a child to the wife or significant other of the employee, or
882 adoption of a child by the employee;

883 f. Religious holiday of the employee's faith;

884 g. Imminent danger to the home of the employee occasioned by a disaster
885 such as flood, fire, earthquake or other act of God;

886 h. An appearance of the employee in court as a litigant. Each day of
887 necessary attendance as a litigant must be certified by the clerk of the court. The employee
888 must return to work in cases where it is not necessary to be absent the entire day.

889 i. An appearance of the employee in court or governmental agency as a
890 non-litigant witness under subpoena:

891 1) Each day of necessary attendance as a witness must be certified
892 by an authorized officer of the court or other governmental jurisdiction;

893 2) In any case in which a witness fee is payable, such fee shall be
894 collected by the employee and remitted to the SMUSD District Office; and

895 3) The employee must return to work in cases where it is not
896 necessary to be absent the entire day.

897

898 j. Attendance at the unit member's wedding or graduation or the
899 wedding or graduation of their immediate family, not to exceed two days.

900 k. Attendance at school related activities for their dependents in
901 accordance with Labor Code Section 230.7 and 230.8. Additionally, unit members may take
902 up to two of their personal necessity days per year to attend their children's pre-school and/or
903 college related activities.

904 l. Other reasons that are serious in nature, which cannot be expected to
905 be disregarded, which necessitate immediate attention and which cannot be dealt with during
906 off-hours.

907 m. Under this subsection the reasons for personal necessity shall be
908 judged in relation to the seriousness, unexpectedness and necessity of (a)-(1) above.

909 2. Unused personal necessity leave entitlement shall not be accumulated from
910 year-to-year. The number of days of personal necessity leave shall not exceed the number of
911 full days of unused sick leave to which the unit member is entitled annually. The days
912 allowed shall be deducted from and may not exceed the number of days of accrued full-pay
913 illness leave to which the employee is entitled.

914 3. The employee shall be required to verify the nature of such necessity if
915 requested by the District, except that such statement shall be filed with the site administrator
916 no less than five working days in advance of a religious holiday or court appearance whether
917 or not requested by the District. Advanced notice may be given but is not required to be
918 given when the leave is for other than religious holidays or court appearances. The site
919 administrator shall take whatever steps are reasonably necessary to become satisfied that a
920 personal necessity within the limits of the section did exist.

921 4. The unit member shall make every reasonable effort to comply with District
922 procedures designed to secure substitutes and shall notify the immediate administrator of the
923 expected duration of the absence at the earliest possible time.

924 5. In cases of questionable use of personal necessity leave, the District reserves
925 the right to review and verify a unit member's use of such leave.

926 6. If the remittance referred to in subsection K (i) (1) (2) above is submitted to
927 the District Office, the unit member shall be paid the salary to which he/she is entitled. If the
928 unit member does not make such remittance, the amount of the witness fee(s) shall be
929 appropriately deducted from the unit member's salary warrant.

930 7. Under no circumstance shall leave provided by this Section be applied to
931 offset absenteeism taken by the unit member for the purpose of participating in a work
932 stoppage in this or any other district or to interfere in any way with the normal and orderly
933 operation of the District as specified in the Work Stoppage Article IV of this Agreement.

934 8. Under no circumstances shall leave provided by this Section be used for such
935 purposes as vacation and/or recreational activities.

936

937 L. Confidential Leave

938 1. Of their allotted ten (10) personal necessity days, unit members may use five
939 (5) days as paid confidential leave per year. Requirement of verification will be waived for
940 these five (5) days.

941 2. Unused confidential leave days shall not accumulate from year to year and the
942 time taken will be charged against sick leave.

943 3. Except where extenuating circumstances make such notice impossible, unit
944 members are encouraged to notify their immediate supervisor as soon as possible of their

945 intent to take confidential leave so proper substitute coverage and any other necessary
946 arrangements can be planned in advance.

947 4. The Association shall continue to encourage its membership to be professional
948 in its use of confidential leave days.

949 5. Confidential leave shall not be taken for extension of school holidays, school
950 breaks, or staff development days.

951 6. Confidential leave shall not be used to withhold services from the District for
952 the purposes of income-producing or employee organizational activities.

953

954 M. Sabbatical Leave

955 Upon recommendation of the Superintendent, the Board of Education may grant
956 sabbatical leave to unit members subject to the following conditions:

957 1. Purpose. The purpose is to grant the unit member an opportunity to broaden
958 his/her general knowledge, cultural understanding and professional competency for the
959 benefit of the District and the students therein.

960 2. Eligibility. The unit member shall have completed seven (7) consecutive
961 years of service in the District and be no less than three (3) years from retirement prior to the
962 granting of a leave.

963 3. Reasons.

964 a. Study -- The unit member shall submit a detailed program of
965 Professional Study undertaking a full schedule of at least sixteen (16) semester hours of
966 under graduate work, or twelve (12) semester hours of graduate work per semester.

967 b. Travel -- The unit member shall submit a detailed statement outlining
968 the proposed itinerary. Travel must be related to the teaching assignment of the unit
969 member. The detailed statement shall include the following: specific geographic areas to be
970 visited and studied; together with approximate period of time at various places of interest;
971 educational values to be derived; and a statement indicating "how proposed travel will be
972 beneficial to pupils and the school district." The period of time spent in travel shall be not
973 less than four (4) full calendar months.

974 4. Length. The length shall be for either one (1) complete semester or one (1)
975 full school year beginning in August with the first semester and ending in June with the

976 second semester for grades 6-12. For grades K-5, the calendar shall be based on a trimester
977 calendar beginning in August and ending in June.

978 5. Number. No more than two percent (2%) of the certificated staff shall be on
979 leave at any one time. It shall be the responsibility of the Sabbatical Leave Committee and
980 the administration to establish procedures for determining who shall be recommended for
981 leave if more apply than the two percent (2%) maximum. The Sabbatical Leave Committee
982 shall be appointed, when necessary, by the Board of Education, and it shall be composed of
983 non-unit members.

984 6. Compensation. The unit member's compensation shall be one-half (1/2) of the
985 base salary which he/she would have received had he/she been teaching his/her regular
986 assignment during the period of leave. Payment shall be in the same manner as if the unit
987 member were teaching in the District.

988 7. Deadline for Application. Written application for a sabbatical leave shall be
989 filed with the Superintendent at least four months in advance of the effective date of the
990 leave.

991 8. Evidence of Fulfillment. Each unit member returning from leave shall file,
992 before returning to duty, a transcript of work taken and grades earned, or summary of his/her
993 trip together with a statement of the educational growth believed to have been obtained, and
994 any other evidence showing he/she has met the objectives stated in the application. A unit
995 member shall not be considered as having completed the requirements of the sabbatical leave
996 until his/her report has been cleared by the Superintendent. Such clearance shall not be
997 unreasonably withheld.

998 9. Posting of Bond. After being notified that sabbatical leave has been granted
999 but before the starting date of the leave, the unit member shall post a bond with the District
1000 Office equal to the amount of the salary he/she will be paid during the absence. The unit
1001 member shall forfeit the amount of the bond to the District if he/she does not complete two
1002 (2) years of teaching in the District immediately following the sabbatical leave. The Board
1003 of Education may, in the case of illness, waive the forfeiture clause.

1004 10. Liability of School Board and School District. Both the governing board of
1005 the District and the District shall be freed from any liability for the payment of any
1006 compensation or damages provided by law for the death or injury of any unit member of the

1007 District employed in a position requiring certification qualifications when the death or injury
1008 occurs while the unit member is on leave of absence granted under the provisions of this
1009 Section.

1010

1011 N. Miscellaneous Leaves

1012 The District may, in its sole discretion, upon recommendation of the Superintendent,
1013 grant a leave of absence without pay for a period of not more than one year at a time.

1014 Requests for such leave shall be filed with the Superintendent. The Superintendent shall
1015 notify the unit member in writing if the request has been granted or denied, and if denied, the
1016 reasons therefore. Unit members who are on a full year leave of absence are required to
1017 advise the Superintendent 60 calendar days in advance of the intended date of return during
1018 the current school year or by April 15th concerning their intent to return to the District the
1019 following school year. Such deadline shall be included in the letter granting such leave.

1020 **ARTICLE IX: TRANSFER AND REASSIGNMENT PROCEDURES**

1021

1022 A. TRANSFER

1023 1. Definitions

1024 a. Transfer. A transfer is defined as the relocation or change of school
1025 site of a unit member. A transfer is either "voluntary" or "involuntary."

1026 b. Voluntary Transfer. A voluntary transfer is a transfer initiated by the
1027 unit member by the filing of the voluntary transfer form described below.

1028 c. Involuntary Transfer. An involuntary transfer is a transfer initiated by
1029 the District.

1030 d. Opening. An opening is an unfilled position which the District has
1031 determined to be filled by a probationary or permanent employee rather than by a substitute
1032 or temporary employee. The District shall have the sole authority to determine when and
1033 where there is an opening.

1034 e. Applicability. This Article shall apply to probationary and permanent
1035 unit members only, and not to temporary unit members.

1036 2. Posting

1037 A notice of all openings shall be posted in each building as the openings occur. The
1038 opening notice shall contain a closing date for submitting requests for transfer, which shall be
1039 not less than ten (10) days after posting. The opening shall not be filled until after the
1040 closing date. The notice of opening shall include the position description and location, grade
1041 level, and/or subject matter assignment, credential and/or experience requirement, and other
1042 job-related qualifications, special skills or desired qualities upon which the site administrator
1043 intends to base his/her selection. A copy of each posting notice shall be mailed to the
1044 Association president on the day it is posted. Unit members may request (in writing to the
1045 Superintendent) notification by mail of openings occurring during summer recess or during a
1046 unit member's leave of absence and the District shall mail a copy of the posting to any such
1047 unit member.

- 1048 3. Voluntary Transfers
- 1049 a. Unit members are eligible to apply for any posted opening.
- 1050 Application shall be made by completing the Voluntary Transfer/Reassignment Application
- 1051 (see Appendix F) and filing the Application with the District Office prior to the posting
- 1052 closing date.
- 1053 b. The filing of a Voluntary Transfer/Reassignment Application shall not
- 1054 jeopardize the unit member's present assignment and may be withdrawn at any time prior to
- 1055 the applicant's notification of new assignment.
- 1056 c. The District shall consider each Voluntary Transfer/Reassignment
- 1057 Application submitted in response to the posting and shall also consider each unit member
- 1058 who has previously submitted a Voluntary Transfer/Reassignment Application for the school
- 1059 in question. Such a standing application shall expire at the end of the school year or after six
- 1060 (6) months, whichever is later. New hires, unit members returning from leave, and unit
- 1061 members being involuntarily transferred may also be considered.
- 1062 d. Qualified unit members who have been involuntarily transferred from
- 1063 their previous school shall be given first consideration for openings at that school.
- 1064 e. The Superintendent (or his/her designee) shall determine whether to
- 1065 grant or deny Voluntary Transfer/ Reassignment Applications. The criteria to be considered
- 1066 in such determinations shall include the credential(s) held by the unit member in relation to
- 1067 the staffing needs of the District, the unit member's instructional strength(s) in the subject
- 1068 matter required for the opening, and the quality of performance as determined by the
- 1069 supervisor responsible for evaluation. In the event two or more unit member applicants are
- 1070 substantially equal in their qualifications as measured by the above criteria, the
- 1071 Superintendent shall select for the opening the unit member with the greater (greatest)
- 1072 District seniority, as determined by seniority provisions in the Education Code.
- 1073 f. If a Voluntary Transfer Application is denied, and the unit member
- 1074 requests in writing reasons for the denial, the unit member shall be provided with specific
- 1075 reasons for the denial in writing within a reasonable time.
- 1076 g. Unit members from within the District who apply for an opening shall
- 1077 be considered ahead of non-unit members.

- 1078 4. Involuntary Transfers
- 1079 a. Involuntary transfers shall be based upon legitimate education
- 1080 program-related needs of the District and shall not be made for vindictive, capricious, or
- 1081 arbitrary reasons.
- 1082 b. When an involuntary transfer is deemed necessary, the initiating
- 1083 administrator will submit a written rationale to the Superintendent with a copy to the affected
- 1084 unit member. An opportunity must be provided for the unit member to meet with the
- 1085 administrator recommending the transfer prior to effecting the proposed transfer. The unit
- 1086 member may file a written response to the reasons given.
- 1087 c. Upon written request of the unit member, the written rationale and/or
- 1088 this response shall be placed in the unit member's personnel file.
- 1089 d. Unit members to be involuntarily transferred shall have the right to
- 1090 indicate their preferences in writing from a list of openings.
- 1091 e. Unit members involuntarily transferred shall be placed in positions as
- 1092 comparable as practicable.
- 1093 f. No unit member shall be involuntarily transferred more than twice in
- 1094 any three year period.

1095

1096 B. REASSIGNMENTS

1097 1. Definitions

1098 A reassignment is a change in grade level or subject matter assignment in

1099 which the unit member remains at the same school site.

1100 2. Implementation

1101 a. The Superintendent (or his/her designee) shall assign and reassign unit

1102 members.

1103 b. A unit member desiring reassignment to any posted opening may

1104 submit a Voluntary Transfer/Reassignment Application. This Application will be treated as

1105 provided in Paragraph I, B, above. After implementing such a change, the site administrator

1106 shall discuss the reasons for the change with the unit member, if the unit member so requests.

1107 c. Prior to implementing a change in a unit member's grade level, subject

1108 matter assignment, and/or classroom location, the site administrator shall (assuming the unit

1109 member is available) consult with the unit member and shall consider the unit member's
1110 views and suggestions, if any.

1111 C. OPENINGS OCCURRING BETWEEN AUGUST 15 AND OCTOBER 1

1112 When an opening occurs between August 15 and October 1, it may be filled on an
1113 interim basis with a new hire, or by a "surplused" unit member from a school with a
1114 declining enrollment or reduced program, without regard to the posting procedures; it may
1115 also be filled by an involuntary transfer pursuant to Section I, D, above. However, if the
1116 opening is thus filled by a new hire, and the position is retained for the following year, it is to
1117 be posted as an opening in spring, and the new unit member shall then be considered along
1118 with any other applicants to fill the position for the subsequent year.

1119 D. MISCELLANEOUS

1120 1. When transfer, reassignment, or relocation of a unit member requires
1121 transportation of the unit member's materials to a different location, the District will provide
1122 packing and unpacking assistance and transportation if requested by the unit member.

1123 2. All unit members shall receive from the District notice of tentative assignment
1124 for the coming school year as soon as possible. Tentative assignments are subject to change.

1125 3. In the event transfer, reassignment, or relocation is required after the first day
1126 of student attendance, and upon request of the unit member, the District shall provide two (2)
1127 days of release time or two(2) days paid at the current substitute rate, to the unit member
1128 transferred, reassigned, or relocated and required to change classroom locations. The District
1129 and SMTA can mutually agree to allow more than these two (2) days if circumstances
1130 warrant. The District and SMTA can also mutually agree to compensate teachers who move
1131 classrooms during summer months if impossible to move during the school year.

1132 4. In the event of a school closure or other major change in operations (such as
1133 the elimination of a program), the District will consult with the Association regarding
1134 transfers resulting from such closure or change no less than thirty (30) calendar days prior to
1135 the implementation of such transfers.

**ARTICLE X: VEHICLE MILEAGE REIMBURSEMENT AND
REQUIREMENTS**

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A. Unit members, other than those listed in Paragraph B below, who are required by their site administrator or other District administrator to use their personal vehicles in performance of their work will be reimbursed at the rate of the federal mileage rate. Reimbursement is contingent upon the completion of a mileage reimbursement form submitted to the Business Office.

B. The following unit members are exempt from the per mile rate stated in the above paragraph and shall receive four (4) mileage stipends (one per calendar quarter) as full reimbursement for the required use of their personal vehicles in the performance of their work:

	Monthly	Quarterly
1. Traveling unit members assigned on a regular daily basis to two site locations	\$27.50	\$68.75
2. Traveling unit members assigned on a regular daily basis to three or more site locations	\$35.00	\$85.94
3. Work Experience Coordinator	\$41.25	\$103.13
4. District Nurse	\$55.00	\$137.50

In the event a unit member is employed on less than a full-time basis (5-day week), he/she shall be paid the appropriate pro-rated amount.

1165 C. Unit members who are required to use their personal vehicles in the performance of
1166 their work shall be required to sign a statement that they possess and will maintain
1167 possession of a valid California driver's license and that their personal vehicle is and will
1168 continue to be insured to the following minimum limits: bodily injury -- \$100,000 single
1169 limit, \$300,000 combined limit; property damage -- \$50,000; and medical coverage -- \$2,000
1170 per passenger. Payment of the above listed stipends is contingent upon the unit member
1171 maintaining both his/her California driver's license and insurance limits as required by
1172 California law.

1173

1174 D. Unit members other than those working in classifications listed in Paragraph B of this
1175 Article who may, as a part of their regular duties, transport District students in their personal
1176 vehicles, are required to adhere to the same minimum insurance limits listed in Paragraph C
1177 of this Article. Additionally, upon request, each such unit member will provide the District
1178 with a certificate of insurance setting forth the limits of his/her coverage. Unit members shall
1179 not transport student(s) as a part of their regular duties (such as field trips, athletic events,
1180 etc.) unless the student(s) submit(s) a dated written statement of permission from the
1181 student's(s) parent (or guardian).

ARTICLE XI: WORK YEAR

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A. The work year and the number of work days for unit members during the relevant school year shall be as described in the District's [ACADEMIC CALENDAR](#) as negotiated and approved by the Board of Education and attached as Appendix E.

B. The work year shall also include at least the same number of minimum days listed on Appendix E, however, the District may increase the number of minimum days as required to meet educational or program needs.

C. The District may continue to request, and compensate, unit members for services provided outside the work year as per established past practice.

D. In the event of an unanticipated occurrence which reasonably compels a modification of the calendared work days, the District may make that modification, but may not increase the maximum number of required work days or decrease the number of required minimum days.

ARTICLE XII: SUMMER SCHOOL

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- A. Criteria to be considered in making such assignments include the following: appropriate credential(s); qualifications; experience; employee evaluation; and length and quality of summer school teaching, and service in the District.
- B. Summer school teachers in state funded summer school programs shall be paid at their regular daily rate, prorated according to an assumed 186 day work year, 6 hour work day. If the teacher’s hourly rate is less than the PTAffiliates hourly rate, the teacher will receive the PTAffiliates rate.
- C. The District shall provide to summer school teachers 15 minutes of paid preparation time per two-hour summer school assignment.
- D. Summer school teachers shall accrue one (1) day of sick leave for each summer of classroom instruction. Summer school teachers who teach less than a full summer school day shall accrue that portion of one (1) day of sick leave in the same ratio that his/her summer school classroom assignment bears to a full summer school day.
- E. Summer school classroom teachers may utilize sick leave during the summer session on the following basis: one (1) full day of accumulated sick leave for each full day (4 hours) of summer school absence attributed to sick leave. Summer school absences attributed to sick leave, which are less than a full day (4 hours) shall be prorated in the same ratio that the summer school absence bears to a full four (4) hour summer school work day. The District retains the right to replace any summer school teacher absent six or more days.

ARTICLE XIII: DISCIPLINE

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1226 The District shall comply with Education Code Section 44944 in the conduct of

1227 discipline.

ARTICLE XIV: CONSULTATION

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A. the District agrees to consult with the Association on the following District-wide matters: the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

B. At least ten (10) work days prior to Board consideration of the implementation or modification of any program or policy involving the matters described in Paragraph A of this Article, the District agrees to notify the Association. If the Association desires to consult on such matters, it shall so notify the District at least five (5) work days prior to Board consideration of the proposed implementation or modification. During the five (5) work day period prior to said Board consideration, District and Association representatives will consult on such proposals.

C. Before a teaching assistant or aide is assigned to a unit member by the District, the unit member will be consulted in the selection process.

1245 **ARTICLE XV: SALARY RULES AND REGULATIONS**

1246

1247 A. At the time of employment a unit member shall be placed on the adopted salary
1248 schedule in accordance with his/her:

1249 1. Upper division or graduate units of credit earned after completing the
1250 requirements for the bachelor's degree (official transcripts must be filed for verification).
1251 Quarter units are converted to semester units by multiplying the quarter units by two-thirds
1252 (2/3);

1253 2. Years of previous teaching experience -- up to a maximum of ten (10),
1254 allowing top placement at Step 11. To receive appropriate credit, unit members must submit
1255 original letters verifying their experience. Letters must be signed by a district official or
1256 designee. And,

1257 3. Extra assignment compensation in accordance with assigned duties (Schedules
1258 B and/or C).

1259

1260 B. After employment, any course to be used for salary schedule advancement shall be
1261 subject to the following provisions:

1262 1. Courses must be requested in writing by the unit member no later than two (2)
1263 weeks prior to enrollment except where extenuating circumstances can be justified by the
1264 unit member, and approved in writing by the unit member's immediate administrator and the
1265 Superintendent, but such approval shall not be unreasonably denied;

1266 2. Courses must be taken from approved four-year colleges, universities, or
1267 graduate schools which are accredited by the Western Association of Schools and Colleges
1268 (unless expressly pre-approved by the District) or by a regional accreditation commission
1269 comparable to the WASC; and

1270 3. Courses must meet one or more of the following criteria:

1271 a. Recommended as part of the unit member's evaluation;

1272 b. "Refresher" courses which serve to update a unit member for
1273 either his/her present or new assignment:

1274 c. Courses accepted as graduate unit credit toward a graduate
1275 degree from an accredited college or university. The unit member, however, need not be
1276 pursuing a degree.

1277

1278 C. The burden of proof of training, experience, possession of credentials, and other
1279 required documents shall lie with the unit member, both for initial placement and for
1280 advancement.

1281

1282 D. Any unit member who commences employment with the District at a time other than
1283 the first date of service for that school year, will be placed on the salary schedule, and
1284 thereafter receive all salary schedule placement advances, as follows:

1285 1. Unit members who commence their employment with the District during the
1286 first 25% of a school year, shall be considered as commencing their employment with the
1287 District at the beginning of that school year, for salary schedule placement purposes only,
1288 and thereafter, will receive salary schedule placement adjustments annually at the
1289 commencement of each school year.

1290 2. Unit members who commence their employment with the District after 25%
1291 of a school year has lapsed but before 75% of that school year has lapsed, shall be considered
1292 as commencing their employment with the District at the beginning of the second semester of
1293 that school year, for salary schedule placement purposes only, and thereafter, will receive
1294 salary schedule placement adjustments annually annual January 1st of each school year.

1295 3. Unit members who commence their employment with the District during the
1296 last 25% of a school year (after more than 74% of that school year has lapsed), shall be
1297 considered as commencing their employment with the District at the beginning of the
1298 following school year, for future salary schedule placement purposes only, and thereafter,
1299 will receive salary schedule placement adjustments annually commencing at the start of the
1300 second full school year after commencement of their employment.

1301 E. Salary schedule placement adjustments for any unit member who takes an
1302 unpaid leave of absence during a school year shall be made in accordance with the principles
1303 of paragraph D. 1, 2, and 3 above, i.e.:

1304 1. If a unit member takes unpaid leaves of absence for a total of less than 25% of
1305 a school year, there will be no change in the date of his or her salary schedule placement
1306 adjustment;

1307 2. If a unit member takes unpaid leaves of absence for a total of more than 25%
1308 of a school year, but less than 75% of that school year, the unit member's salary schedule
1309 placement adjustment date shall shift one full semester;

1310 3. If a unit member takes unpaid leaves of absence for a total of 75% or more of
1311 a school year, the unit member's salary schedule placement adjustment date shall remain the
1312 same, but he or she shall receive no salary schedule placement credit for that year.

1313

1314 F. Affected August 1st 2014, approved courses and units for salary schedule
1315 advancement shall be verified by the submission of official transcripts as soon as available.
1316 Approved courses and units for salary schedule advancement which cannot be verified by
1317 official transcripts by August 15th each year shall be initially verified by the submission of
1318 official college or university grade notice and verified by official transcripts as soon as
1319 available. Unit members shall be responsible for the submission of the appropriate District
1320 and college/university forms including official transcripts. A unit member who does not
1321 comply with these provisions shall be denied salary schedule advancement. Any unverified
1322 advancement shall be rescinded and the unit member shall reimburse the District for those
1323 funds to which he/she is not entitled. The effective date of salary advancement shall be
1324 August 15th each year.

1325

1326 G. The District shall, by January 1 each year, provide each unit member with a statement
1327 of the number of units applicable toward salary schedule advancement that the District has on
1328 file for him/her.

1329

1330 H. Unit members who serve other than a full number of required work days as set forth
1331 in the WORK YEAR Article, excluding summer school and extra pay assignments, shall

1332 receive a salary which is equal to the same ratio his/her assignment bears to a full work day
1333 and the number of work days his/her assignment bears to the full number of required work
1334 days. Notwithstanding the above, unit members who serve for one full semester shall receive
1335 not less than one-half the annual salary applicable to their column and step.

1336

1337 I. The payroll cycle for unit members shall be eleventhly for the months August through
1338 June. The pay day for unit members shall be on or about the last business day of the month.

1339

1340 J. For salary purposes the "daily rate of pay" for unit members shall be their annual rate
1341 of pay divided by their required work days as set forth in the WORK YEAR Article.

1342

1343 K. The District and a substitute teacher may contract for a period of time which is less
1344 than a semester, where the substitute assumes full responsibility for the class. When such a
1345 contract is agreed upon, the substitute shall be immediately placed at the long term pay rate
1346 as described below.

1347

1348 L. A long term substitute teacher is defined as having taught twenty (20) consecutive
1349 days. For salary purposes, on the 21st consecutive day the long term substitute shall be
1350 entitled to be paid the approved long term rate which is: \$135.00 per full day.

1351

1352 M. When a substitute teacher is contracted for one semester or more, that teacher shall be
1353 placed on the adopted regular salary schedule in accordance with his/her upper division or
1354 graduate units earned after a bachelor's degree and years of teaching experience (not to
1355 exceed eight [8]).

1356

1357 N. The salary schedules for unit members shall be those attached as Appendices
1358 *A- Certificated Salary Schedule, B- Extra Duty Assignment Schedule, and C- Department*
1359 *Chair Stipend Schedule.*

ARTICLE XVI: FRINGE BENEFITS

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- A. Unit Member and Dependent Insurance Coverage.
 - 1. The District agrees to provide each unit member with the following fringe benefit coverage:
For the duration of the contract, the District will provide each unit member the option to select from an employee only, two-party or family medical, dental and vision plan. The District shall offer benefit-eligible unit members a choice of coverage through Blue Shield PPO Plan, Blue Shield HMO Plan, Blue Shield Trio ACO HMO Plan, or Kaiser. District will offer a choice of a Delta Dental plan or PMI dental plan. The District will also offer an employee life insurance program.
 - 2. All unit members shall be enrolled in the dental, vision, and life insurance programs. Participation in medical plans shall be mandatory for eligible members, unless they can provide the District with proof of enrollment in group coverage elsewhere. During open enrollment, the District will allow a maximum of 20% of ALL benefit eligible employees within the District that can provide proof of coverage on a group health plan to opt out of major medical in exchange for cash in lieu. Employees must show proof of coverage annually to be eligible.
 - 3. Effective 7-1-17 the District will contribute 100% of employee only for HMO plans. The District will contribute 70% of two-party and family coverage for HMO plans. For PPO plans, the District will contribute \$6,000.00 annually for employee-only coverage; \$9,000.00 annually for two-party coverage; and \$12,000.00 annually for coverage.
 - 4. The District will continue to fully fund the cost of the behavioral health care program for those benefit eligible unit members under the Health Advocate Employee Assistants program.

1385 B. Eligibility

1386 1. Commencing with the 1996-97 school year unit members who work sixty (60)
1387 percent time or more shall be considered as eligible to receive the full District insurance
1388 coverage described in Paragraph A of this Article. Continued eligibility is dependent upon
1389 continued employment at sixty (60) percent time or more. Unit members hired prior to 1995-
1390 96 school years who work at least forty (40) percent shall continue to be eligible to receive
1391 full benefits.

1392 2. The District will comply with all applicable laws requiring the District to
1393 provide domestic partner coverage pursuant to the terms of this Article.

1394 3. The District contribution for medical insurance of married unit members who
1395 work in the District and who have the same insurance carrier shall be combined if requested
1396 by the unit members. One unit member will be the subscriber and the other will be a
1397 dependent.

1398

1399 C. Continuation and Duration of Fringe Benefits

1400 1. Except as provided for elsewhere in this Article, fringe benefit coverage shall
1401 end on the termination date of a unit member or on the date of the reduction in hours below
1402 the sixty (60) percent level of the incumbent unit member unless the premium for an
1403 additional period has been prepaid subject to such requirements as may be established by the
1404 carrier.

1405 2. Unit members on paid leave are considered to be continuous employees, and
1406 no interruption to the fringe benefit program shall be imposed upon unit members on paid
1407 leave.

1408 3. Unit members on an unpaid leave may continue fringe benefit coverage by
1409 paying the full premium including the District's contribution at least quarterly for the
1410 duration of the leave.

1411 4. Termination of employment due to layoff or resignation for any reason shall
1412 terminate fringe benefits on the date of the unit member's severance from the District, except
1413 as provided elsewhere in this Article or law.

1414 5. If a unit member's employment is terminated after the end of the school year,
1415 but prior to the commencement of the following school year, such unit member shall be

1416 entitled to continued coverage under the provision of COBRA (Consolidated Omnibus
1417 Budget Reconciliations Act) through the District's health, dental, and vision plans for up to a
1418 maximum of 36 months depending upon the qualifying events. If a unit member declines
1419 COBRA their coverage shall end the beginning of the month after the termination date or as
1420 may be established by the carrier. If the latter is required by the carrier, both the District and
1421 the unit member shall be reimbursed by the carrier on a pro-rata basis for the remaining
1422 unused prepaid period.

1423 6. Unit members who are employed subsequent to the first day of the school year
1424 shall have the medical, dental, vision and life insurance benefits set forth in Paragraph A of
1425 this Article commence on a pro-rata basis with the next succeeding pay period.

1426

1427 D. Participation in Fringe Benefits Upon Retirement

1428 Unit members who retire may elect to continue participation in the District's fringe
1429 benefit program subject not only to the requirements of the insurance carrier but also to the
1430 following provisions:

1431 1. Participation is limited to only those retirees who have served the District at
1432 least ten (10) years.

1433 2. Retirees who elect to participate in the fringe benefit program shall prepay the
1434 full premium including the District's contribution at least quarterly.

1435

1436 E. Tax-Sheltered Annuities and Mutual Funds

1437 The District shall permit voluntary payroll deductions fully paid for by unit members
1438 for tax-sheltered annuities and mutual funds provided that the insurance carrier complies with
1439 Federal and State laws and County and District policies and procedures.

1440

1441 F. District's Obligations

1442 The District's obligations under this Article are limited to the actual provisions of the
1443 Article. All terms and conditions of the various insurance programs available pursuant to
1444 this Article are to be determined by the carrier's respective plans, and all disputes concerning
1445 such matters are to be resolved between the carrier and the unit member, and are not subject

1446 to the DISPUTE RESOLUTION PROCEDURES Article of this Agreement. Upon request,
1447 however, the District will assist the unit member in resolving such problems with the carriers.

1448 **ARTICLE XVII: EXTRA ASSIGNMENT PAY**

1449

1450 A. Extra assignment pay is compensation for activities or assignments which typically
1451 extend beyond the work day but within the work year.

1452

1453 B. Extra assignment pay shall include and be limited to:

1454 1. The extra assignment schedule attached as Appendix B;

1455 2. Extra Assignment pay to provide for the compensation of certificated staff for
1456 teaching any additional periods at their pro rata per diem rate.

1457 3. The department chairperson/elementary grade level chair/coordinator schedule
1458 attached as Appendix C.

1459 a. Department chairpersons are responsible for the operational
1460 coordination both within the department and with other departments. Chairpersons shall
1461 teach a full schedule and assist with: curriculum development, informal input in teacher
1462 observation and evaluation, textbook selection, departmental budget development and
1463 control, purchase of instructional supplies and equipment, teacher selection when called upon
1464 by the principal, and other reasonable responsibilities related to administering the
1465 department.

1466 b. In departments where the chairperson is the only teacher, he/she will
1467 not be responsible for informal input in teacher observation and evaluation or textbook
1468 selection outside his/her teaching area.

1469 4. Mentor Teacher stipends in the amount as funded by the state.

1470 5. Teachers who write college recommendations for more than five (5), and up
1471 to twenty-five (25), different students shall be paid one hours pay per student at the Special
1472 Projects rate.

1473

1474 C. All extra pay assignments must be approved in advance by both the principal and the
1475 Superintendent.

- 1476 D. Payment for extra assignments will be as follows:
1477 1. Counselors, department chairpersons, elementary grade level chairpersons,
1478 speech pathologists, school psychologist, resource specialists, special day class teachers, and
1479 program specialists as a part of their regular warrant;
1480 2. Annual assignments - at the end of the year in a separate warrant; and
1481 3. Seasonal activities - at the end of the regular season in a separate warrant.

1482
1483 D. Elementary GATE Teacher Payment for Extra Duty Assignment:
1484 Teachers accepting the assignment for Saturday Academies will be paid their per
1485 diem rate of pay for supervising the academy. A maximum of two teachers per academy will
1486 be paid. Curriculum development for GATE classes will be paid at the regular contractual
1487 curriculum rate on Schedule B. Curriculum development up to 25 hours per teacher has been
1488 approved. The need for additional hours will be reviewed by the Assistant Superintendent of
1489 Curriculum and Instruction as a teacher indicates such need. Unit members teaching in the
1490 elementary GATE Program as an extra duty assignment outside of their normal teaching day
1491 shall be paid an hourly rate per Appendix B.

1492
1493 F. Payment for extra assignments which are annual or seasonal requires the completion,
1494 submission, and approval of the appropriate District form. It is the unit member's
1495 responsibility to complete and submit the proper District form, obtain the appropriate
1496 signatures for approval, and meet the payroll cycle deadlines established by the District.

1497
1498 G. The District may, at its sole discretion, establish new extra assignment positions;
1499 however, the pay for any such position shall be negotiated between the Association and the
1500 District. The District is required to negotiate the salary of any new extra assignment position
1501 prior to staffing the position. Once such pay rates are negotiated, the extra assignment
1502 positions and their pay shall be added to Appendix B. The District and Association agree
1503 that they may mutually agree to interim salary rates for new extra assignment positions while
1504 negotiating a final salary rate.

1505 H. The District and the Association agree that any alterations in the pay schedule set
1506 forth in Appendix B shall be negotiated (where applicable), based upon the factors described
1507 in Extra Assignment Pay Schedule, Appendix B.

1508

1509 I. In addition to the amounts described above, unit members who are required, as part of
1510 their voluntary extra duty assignment, to work during their preparation or lunch period shall
1511 be compensated at a rate which is equivalent to their actual pro rata per diem rate effective.

1512

1513 J. Supervision of student teachers:

1514 1. Assignment of supervising teachers to student teachers shall be voluntary on
1515 the part of unit members and refusal to accept such an assignment shall not reflect negatively
1516 on the unit member or his/her evaluation.

1517 2. Any stipends, bonuses, fees, or other funds received by the District from the
1518 college or university for placing the student teacher in San Marino shall be passed on to the
1519 supervising teacher upon receipt.

ARTICLE XVIII: NEGOTIATION PROCEDURES

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- A. The negotiating team representing the Association shall consist of five (5) designated members and the president of the bargaining unit.

- B. Either party may utilize the services of outside consultants.

- C. All tentative agreements reached by the negotiating parties shall be written and signed by both parties. Final agreement, however, is subject not only to agreement on the entire contract, but also subject to the adoption by the Board of Education and ratification by the Association.

- D. The negotiating parties will schedule negotiating sessions by mutual consent, and will attempt, whenever possible, to alternate such sessions between school time and non-school time. The District shall provide release time for the negotiating team members for negotiations scheduled during such members' work hours and shall provide substitutes as necessary. The above provisions shall constitute "reasonable release time" within the meaning of Government Code Section 3543.1(c).

- E. The Association will submit its proposals, if any, for a successor agreement prior to the date this Agreement expires. The District will submit its proposals, if any, prior to the expiration date. The parties will begin negotiating as soon thereafter as is practical.

- F. This Agreement will reopen annually for the purpose of negotiating the Salary Schedule (Appendix A), Extra Assignment Pay (Appendix B), and the FRINGE BENEFITS Article. The parties will begin negotiating as soon as is practical.

- G. The WORK STOPPAGE Article shall be suspended on November 1, of each contract renewal year, if the reopener negotiations have not been settled for the renewal year. The Article shall be reinstated after any suspension upon notification and adoption of the successor agreement for the affected school year.

1582 D. Any unit member who is a member of a religious body whose traditional tenets or
1583 teachings include objections to joining or financially supporting employee organizations shall
1584 not be required to join or financially support the San Marino Teachers Association,
1585 California Teachers Association, and National Education Association as a condition of
1586 employment; except that such unit member shall pay, in lieu of an agency fee, sums equal to
1587 such agency fee to one of the following non-religious, non-labor organizations, charitable
1588 funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue
1589 Code:

- 1590 1. Foundation to Assist California Teachers
- 1591 2. The American Cancer Society
- 1592 3. The American Heart Association
- 1593 4. Children's Hospital of Los Angeles
- 1594 5. Save the Children

1595 E. To receive a religious exemption, the unit member must submit a written statement to
1596 the Association establishing the basis for the religious exemption.

1597

1598 F. Proof of payment shall be made on an annual basis to the Association as a condition
1599 of continued exemption from the payment of agency fee. Proof of payment shall be in the
1600 form of receipts and/or canceled checks indicating the amount paid, date of payment, and to
1601 whom payment in lieu of the agency fee has been made. In-kind service may not be received
1602 for payments, nor the payment be in a form other than money such as the donation or used
1603 items. Such proof shall be presented to the Association on or before October 1 of each
1604 school year.

1605 G. With respect to all sums deducted by the District whether for membership dues or
1606 agency fee, the District agrees to remit such moneys promptly to the California Teachers
1607 Association accompanied by an alphabetical list of unit members for whom such deductions
1608 have been made, categorizing them as to membership or non-membership in the Association
1609 and indicating any changes in personnel from the list previously furnished.

1610 H. The Association shall notify the District the amount of membership dues, general
1611 assessments, and agency fee for payroll deduction. The Association and the District agree to
1612 furnish to each other any information needed to fulfill the provisions of the Article.

1613 **ARTICLE XX: ASSOCIATION RIGHTS**

1614

1615 A. The Association and its members shall have the right to make reasonable and lawful
1616 use of available school buildings, facilities, and equipment at reasonable times for meeting
1617 purposes subject to the Civic Center Act and applicable Board Policies, provided that such
1618 use when applied for shall be granted if no conflict exists, and provided that such use which
1619 necessitates custodial overtime shall be compensated at the prevailing rate. The Association
1620 shall reimburse the District for any damage or loss to such buildings, facilities, and
1621 equipment other than damage resulting from normal wear and tear.

1622

1623 B. The Association shall have the right to post notices of official Association activities
1624 on designated employee-employer bulletin boards, at least one of which is provided in each
1625 school building in areas frequented by employees. The Association may make reasonable
1626 use of the District mail service and teacher mailboxes for communications to employees.
1627 The Association shall not knowingly post or distribute through District facilities any
1628 information which is false, derogatory, or defamatory. All such literature must be dated and
1629 must identify the person and organization which is responsible for its posting or distribution.
1630 Copies of all such materials posted or generally distributed through District facilities shall be
1631 provided to the Superintendent and site administrators at the time such materials are posted
1632 or distributed. Such postings or distributions which violate the aforementioned provisions
1633 shall be subject to removal by the District.

1634

1635 C. Authorized representatives of the Association shall be permitted to transact lawful
1636 official Association business on school property at reasonable times, provided that upon
1637 arriving at a school site, any such representative shall first report to the office of the site
1638 administrator to announce his/her presence, and the intended purpose and length of the visit.
1639 In no event shall any representative or unit member interrupt or interface in any way with the
1640 instructional program or normal District operations. Contacts with unit members and other
1641 employees shall be limited to non-classroom teaching hours and non-assigned times such as
1642 breaks, duty-free lunch period, and before and after school.

1643 D. Names, addresses, and telephone numbers of all unit members shall be provided
1644 annually to the Association without cost no later than December 1 of each school year. This
1645 requirement shall not apply to unit members who have requested that this information not be
1646 released.

1647

1648 E. No later than December 1 of each school year, the District shall furnish the
1649 Association with a scatter gram, indicating the placement of unit members on the salary
1650 schedule as of the start of the school year.

1651

1652 F. The Association shall have the opportunity to conduct lawful Association business at
1653 the conclusion of each regularly scheduled faculty meeting unless time does not permit.
1654 There shall be at least a reasonable break between the faculty meeting and the meeting to
1655 conduct Association business.

ARTICLE XXI: PERSONNEL FILES

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A. Materials in the personnel files of unit members shall be separated into three (3) folders. "Folder A" shall contain only materials which were obtained prior to the employment of the person involved. Such pre-employment materials shall include placement materials, letters of reference, ratings, reports, or records which were obtained prior to the employment of the person involved. Such materials shall not be subject to inspection or review by a unit member.

B. "Folder B" shall contain other information including such materials which may serve as a basis for affecting the status of the unit member's employment. "Folder C" shall contain those materials resulting from the filing and disposition of grievances, and shall be stored in a separate file location. Every unit member shall have the right to inspect the materials in his or her own Folder B or C upon request, at a reasonable time. The District shall maintain the unit members' personnel files at the District's central office. The District shall maintain a log record of the date and identity of all persons examining a unit member's personnel file, and the date and destination of all materials copied and sent from a unit member's personnel file.

C. Information of a derogatory nature, except material mentioned in the first paragraph of this Article, shall not be entered or filed in a personnel file unless and until the unit member is given one copy of such material without cost and has had a reasonable opportunity to review the material and to prepare a written comment thereon. Such review shall take place during normal business hours, and the unit member shall be released from non-instructional duty for this purpose without salary reduction. A unit member's written response shall be attached to any such derogatory statement(s) and such statement(s) and response(s) shall then be placed in the unit member's personnel file (Folder B or C).

D. Any unit member requesting inspection or review of his/her personnel file shall attempt to schedule a mutually convenient time with the Superintendent or his/her designee. Whenever a unit member's work day and assigned duties preclude the use of non-

1686 instructional time, the District shall endeavor to arrange a mutually convenient time for such
1687 inspection or review which may include instructional time.

1688

1689 E. Upon written authorization to the Superintendent by the unit member, a representative
1690 of the Association shall be permitted to inspect and/or obtain copies of materials in such unit
1691 member's personnel file excluding those materials in Folder A. Such inspection by an
1692 authorized representative shall be arranged in advance with the Superintendent or his/her
1693 designee and shall be limited to non-instructional time.

1694

1695 F. When either the unit member or his/her representative, as specified in the preceding
1696 paragraph, submits a written request for copies of materials in such unit member's personnel
1697 file, the District shall provide the copies within one (1) work day of the written request at a
1698 cost of ten (10) cents per sheet.

1699

1700 G. Except as provided elsewhere in this Article, access to personnel files shall be limited
1701 to the members of the Board of Education and the administration. Personnel files and their
1702 contents shall be considered confidential and shall be handled accordingly.

ARTICLE XXII: TUBERCULOSIS EXAMINATIONS

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Tuberculosis examinations shall be required every four (4) years. The District shall arrange for such examinations at least every other year. When such examinations are arranged by the District, there shall be no cost to the unit members. If a unit member does not avail himself/herself of such examination as arranged by the District, then the unit member shall provide an examination report to the District at his/her own expense.

ARTICLE XXIII: PUBLIC COMPLAINTS

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A. All complaints, oral or written, shall be handled in a timely and professional manner. The following procedures shall be followed in the event the District receives a written public complaint against a unit member from any student, parent or citizen.

1. When the District or site administrator receives a complaint, a copy of the written complaint shall be provided to the unit member within seven (7) work days of receipt unless the complaint is withdrawn.

2. Should the involved unit member or the District believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting.

3. If after the scheduled meeting, the unit member believes the complaint is false and/or based on hearsay, he/she may attach a statement to the complaint. If the District substantiates the complaint, it may be placed in the unit member's personnel file pursuant to Article XXI Personnel File and to the provisions of the Education Code.

B. Complaints which are withdrawn, shown to be false, or are not substantiated shall not be placed in the unit member's personnel file, nor retained by the District, nor utilized in any evaluation or disciplinary action against the unit member.

1742 **ARTICLE XXIV: RETIREE CONSULTANT PROGRAM**

1743
1744 A. Eligibility:

1745 All currently employed unit members who have attained age 55 or will turn 55 by the
1746 end of a current school year, and who have served this District for at least ten full years may
1747 be eligible to participate as stated in this Article.

1748
1749 B. Entry/Exit:

1750 Entry may commence at the start of the school year following a member's 55th or
1751 subsequent birthday. The program will terminate at the close of the school year five years
1752 after entry into the program, or when the unit member reaches the age of 65, whichever
1753 comes first, subject to provisions below.

1754
1755 C. Obligation of Unit Members:

1756 Pursuant to Education Code section 35046, each participant shall serve the District as
1757 a retired teacher consultant for the number of school days agreed upon by the participant and
1758 the District. The duties to be performed shall be mutually agreed upon, and may include but
1759 are not limited to, group testing, staff development up dating curriculum guides,
1760 demonstration teaching, and substitute teaching. In accordance with Education Code section
1761 24214.5(a)(1), no employment may begin until the 181st day after participant's most recent
1762 retirement.

1763 This program shall not be used to replace unit members.

1764
1765 D. Application:

1766 Formal application for participation shall be submitted to the appropriate District
1767 designee on or before April 30 of the school year preceding entry into the program. Such
1768 application shall spell out the proposed specific duties to be performed, date and times of
1769 service as estimated, and locale of service. Duties that can be performed remotely shall be
1770 considered.

1771 The District shall decide whether to accept or reject any submitted application.
1772 Notification of acceptance or rejection shall be made in writing to the unit member prior to

1773 May 31 of the year of application. Subsequent to acceptance, the unit member shall furnish
1774 the Board with a formal letter of resignation from current teaching position. Copies of
1775 approved retirement/resignation agreements approved by the Board shall be provided to the
1776 Association President by the end of the application year.

1777 E. Compensation Benefits:

1778 The unit member shall be eligible for the following:

1779 1. A contract that may be renewable annually, not to exceed five years or beyond
1780 attainment of age 65 unless it can be demonstrated that the unit member has failed to fulfill
1781 the terms of the Agreement or unit member declares in writing an unwillingness to continue
1782 the program.

1783 2. Compensation shall be determined by the District. Warrants shall be issued at
1784 a time mutually agreed to by the participant and the District, but in any event no later than
1785 June 30 of each fiscal year.

1786 3. The District shall allow retirees, governed under the provisions of this article,
1787 to continue to receive the same medical benefits afforded to active unit members in
1788 accordance with Education Code sections 7000-7008. Any agreed upon continuance of
1789 benefits shall commence on the 181st day of retirement.

1790 The actual rate the District contributes will vary dependent upon the retiree's Medicare
1791 eligibility, but in no case will the medical benefits be less. In the event of the retiree's death,
1792 the District will continue to insure the spouse/dependents for the duration of the retiree's
1793 contract. Should the District experience any change in the rate structure that results in an
1794 increase in cost for two party or family coverage, the retiree shall have the option of paying
1795 the difference to maintain two party or family coverage or terminating any coverage
1796 exceeding employee only.

1797 4. Unforeseen financial constraints on the District shall in no way diminish any
1798 portion of this Agreement during the life of the contract.

1829 7. Unit members in a job-sharing arrangement shall both be required to attend all
1830 required professional development activities.

1831 8. A provision that the job-sharing plan shall last for one (1) school year.

1832

1833 E. The District shall have final approval of all job-sharing proposals.

1834

1835 F. Principals may submit a written report on a quarterly basis to the Superintendent
1836 regarding the progress of the program.

1837

1838 G. Each unit member who participates in a job-sharing program in any year will be
1839 granted a partial leave of absence for that year. If a unit member who was full time in the
1840 San Marino Unified School District prior to job sharing is on a job-sharing assignment and
1841 elects to return after the first year to full time teaching, the unit member will be returned to
1842 any K-5 position for which she/he is certificated, provided that no later than May 1 of that
1843 first year, she/he gives written notice to the District of the intent to return to a full time
1844 assignment

1845

1846 H. If a unit member who was full time in the San Marino Unified School District prior to
1847 job-sharing is in the second year of a job-sharing arrangement and elects to return to full time
1848 teaching, the unit member will be assigned to any K-5 teaching position for which she/he is
1849 certificated provided that no later than May 1 of that second year, she/he gives written notice
1850 to the District of the intent to return to full time assignment.

1851

1852 I. If a unit member who was full time in the San Marino Unified School District prior to
1853 job sharing is in a job sharing arrangement for more than two years and elects to return to full
1854 time teaching, the unit member will be assigned to the first available full time K-5 teaching
1855 position for which she/he is certificated and in conformance of the provisions of this
1856 agreement.

1857

1858 J. The salaries of unit members who share a position shall be prorated to the percentage
1859 of the position held by each unit member. Any unit member who desires medical benefits

1860 must sign a statement stating his/her intention to pay for that portion of those benefits to
1861 which the unit member is not entitled under this Agreement; that is, the portion in excess of
1862 the percentage of time worked by the unit member. Each unit member who participates in a
1863 shared position will receive one full year of credit for salary advancement purposes for each
1864 year spent in the shared teaching arrangement.

1865

1866 K. The Association shall be provided with a copy of each job-sharing proposal that is
1867 approved by the District. If a job-sharing proposal is denied, the teachers involved and the
1868 Association will receive a written notice of that denial.

1869

1870 JOB SHARE: At the conclusion of a job share agreement, and when reassignment becomes
1871 necessary, the site administrator shall consider all factors including seniority.

1872

1873 L. Teachers on Special Assignment

1874 a. The professional work day for teachers on Special Assignment [TOSAs] shall
1875 be comparable to a teacher at grades 9-12. The professional work day schedule shall be
1876 determined by mutual agreement between the TOSA and the supervising administrator.

1877 b. Teachers on special Assignment are expected to remain a sufficient amount of
1878 time after the end of their work day to take care of professional responsibilities, attend
1879 scheduled administrative conferences or meetings, and participate in assigned voluntary
1880 adjunct duties.

1881 c. In situations where a Teacher on Special Assignment has to work substantially
1882 beyond the regular work day, the immediate administrator and TOSA shall schedule
1883 mutually agree upon trade time.

1884 d. Should a Teacher on Special Assignment work more than the contracted number
1885 of work days, the excess days shall be paid at the unit member's per diem rate.

1886 e. Each Teacher on Special Assignment shall normally receive a daily lunch break
1887 of fort five (45) Minutes, as scheduled by the immediate administrator, of which thirty (30)
1888 minutes are to be uninterrupted, except in the event of unscheduled fire drills or other such
1889 emergencies.

1890 f. Upon completion of TOSA service, and when reassignment becomes necessary,
1891 the site administrator shall consider all factors including seniority. The member shall retain
1892 his/her seniority as a certificated employee. The unit member shall be reassigned within
1893 his/her credential area to a teaching position. The unit members to be reassigned shall have
1894 the right to indicate their assignment preferences in writing from list of openings.

1895 g. Teachers on Special Assignment will have one direct supervisor who will also
1896 complete his/her performance evaluation.

1897 h. Modifications: These minimum School-based assignment hours and duty free
1898 lunch breaks shall be applicable to every scheduled work day provided. However, that such
1899 assignments hours may be modified by mutual agreement between the immediate
1900 administrator and the Teacher(s) on Special Assignment involved. And that such breaks may
1901 be used for voluntary trainings, conferences and/or meetings

1902 i. TOSA's may not evaluate the job performance of other unit members.

1903

1904

ARTICLE XXVI: PEER ASSISTANCE REVIEW

1905 The District will comply with the Peer Assistance Review agreement negotiated on June 8,
1906 2006. This agreement is as follows:

1907

Peer Assistance and Review

1908 Purpose of the Program

1909 The San Marino Peer Assistance and Review Program exists as a negotiated
1910 framework to enable selected exemplary teachers to work with other teachers in a collegial
1911 manner to assist in expanding subject knowledge and/or teaching strategies.

1912 Summary of Eligibility and Selection for the PAR Program:

Role	Eligibility Requirements	Selection Process
<p>Consulting Teacher</p> <ul style="list-style-type: none"> • Support participating teachers • Serve on the PAR Panel 	<ul style="list-style-type: none"> • SMTA member • Permanent Teaching Status • Substantial Teaching Experience • Exemplary Performance 	<p>SMTA Executive Board selects SMTA member by application process and submits the candidate’s name to the site administrator for approval</p>
<p>Participating Teacher</p> <ul style="list-style-type: none"> • Receive assistance in becoming an effective member of the faculty and school community 	<ul style="list-style-type: none"> • A referred teacher • Newly hired teacher with two years or less experience not receiving other support • A teacher with more than two years of teaching experience in San Marino may volunteer for program assistance • A teacher with two or more years of experience who has a change in grade level or subject matter 	<p>Administration referral</p> <p>Panel reviews applications, confirms that requirement has been met, and selects participants</p> <p>In the order of eligibility as funds are available</p>
<p>Administrators</p> <ul style="list-style-type: none"> • Serve on the PAR Panel 	<ul style="list-style-type: none"> • SMUSD Site Administrator • Asst. Supt./Instructional Services 	<p>Superintendent appointed</p>

1913 **The Panel**

1914 The panel will be made up of the Assistant Superintendent of Instructional Services
1915 and one site administrator and 4 teachers who will serve as the Consulting Teachers. The
1916 Consulting Teachers may or may not teach at the school site where they are assigned. A
1917 Consulting Teacher may not serve more than 2 consecutive years without reapplying.
1918 The Panel shall annually select a chairperson. This Panel will meet as needed after the
1919 Participating Teachers have been selected.

1920 **Responsibilities and Operating Procedures of Panel**

1921 **2 Administrators and 4 Consulting Teachers**

- 1922 1. Establish its own rules of procedure.
- 1923 2. Approve all voting issues by a simple majority.
- 1924 3. Establish a meeting schedule.
- 1925 4. Determine, administer, and monitor program revenues and expenditures to the
1926 program, including release time for PAR program participants and ensure that the program is
1927 self-supporting.
- 1928 5. Determine qualifying Participating Teachers per chart on page one.
- 1929 6. Provide written notification of participation in the program to the Participating
1930 Teacher and Site Administrator.
- 1931 7. With unallocated funds, determine professional development/curriculum projects
1932 and oversee the application and completion of those projects.
- 1933 8. Annually evaluate the PAR program and make recommendations to improve the
1934 program if needed.
- 1935 9. Report progress of PAR annually to the Board of Education.

1936

1937 **Who's Who**

1938 **Consulting Teacher**

1939 To become a Consulting Teacher, one must submit an application every 2 years by
1940 the stated deadline. The SMTA Executive Board will notify all applicants of final approval.

1941 There will be one Consulting Teacher/Panelist serving at each school site. If there are
1942 more Participating Teachers at a site than can be assigned to the Panel Consulting Teacher,

1943 another Consulting Teacher will be selected. This secondary Consulting Teacher will not be
1944 a member of the panel, but will receive guidance from the panel.

1945

1946 **Responsibilities:**

1947 Upon being assigned to a Referred Teacher, Consulting Teachers will:

1948

1949 1. Plan a meeting with the teacher and his/her site principal to clarify areas of
1950 needed improvement in order to determine goals. Goals can consist of both academic and
1951 non-instructional duties.

1952 2. Conduct multiple observations and provide specific and immediate feedback
1953 to the Referred Teacher after each observation.

1954 3. Meet at least weekly with the referred teacher.

1955 4. Review quarterly progress toward established goals.

1956 5. Maintain written Log of all contacts, observations and meetings. This Log is
1957 subject to a state audit and must be kept up-to-date and complete.

1958 6. Submit a report to the panel when the Consulting Teacher determines all
1959 goals have been adequately addressed. The deadline for the report is May 31st of each year.

1960 7. Should the Consulting Teacher determine all goals have not been met, a final
1961 report is still due by May 31st.

1962 8. The report will include the final Log of contact hours.

1963 9. The Log is subject to the confidentiality statement at the end of this article.

1964

1965 **Upon being assigned to a New/Volunteer Participating Teacher, the Consulting Teacher**
1966 **will:**

1967 1. Support the Participating Teacher on selecting goals for the year based on the
1968 California Standards for the Teaching Profession.

1969 2. Assist and support the teacher in non-instructional duties included but not
1970 limited to parent-teacher conferences, grades, attendance, open house, parent relationships.

1971 3. Meet with Participating Teacher at least twice monthly.

1972 4. Conduct individual conferences and observations of classroom instruction as
1973 deemed necessary.

1974 5. Review quarterly progress toward goals established.

- 1975 6. Maintain written Log of all contacts, observations and meetings. The Log is
1976 subject to a state audit and must be kept up-to-date and complete.
- 1977 7. Submit a report to the panel when the Consulting Teacher determines all goals
1978 have been adequately addressed. The deadline for the report is May 31st of each year.
- 1979 8. Should the Consulting Teacher determine all goals have not been met, a final
1980 report is still due by May 31st.
- 1981 9. The report will include the final Log of contact.
- 1982 10. The Log is subject to the confidentiality statement at the end of this article.

1983

1984 **Compensation for Consulting Teacher Hours**

1985 Consulting Teachers will receive payment upon completion of assignment.

1986 A stipend of \$2,000 per Referred Teacher to be reviewed annually by the negotiating
1987 teams. A Consulting Teacher working with a Referred Teacher may only work with a
1988 Referred Teacher and one additional Participating Teacher.

1989 A stipend of \$1000 per Participating Teacher, up to a maximum of three teachers, to
1990 be reviewed annually by the negotiating teams.

1991 If a Consulting Teacher begins working with a Participating Teacher later in the
1992 school year, the stipend will be prorated based on the percentage of the year support is
1993 provided.

1994 A stipend of \$500 per year for the position of chairperson, when held by a teacher, to
1995 be reviewed annually by the negotiating team. Duties will include creating and
1996 disseminating agendas, acting as the liaison between the site administrators and the SMTA
1997 Executive Board, providing the annual report to the Governing Board, facilitating the rules
1998 and process as outlined in the PAR Handbook, and any other duties required of the Panel.

1999 If personal hardship necessitates early termination of participation as a Consulting
2000 Teacher in the program, the Consulting Teacher may appeal to the panel for pro-rata
2001 compensation.

2002 If the Participating Teacher decides to terminate the program early, the Consulting
2003 Teacher stipend will be pro-rated.

2004 An hourly stipend at the negotiated special projects rate [not to exceed 25 hours] will
2005 be paid for attendance at the PAR Panel meetings.

2006 **Referred Teacher**

2007 A Referred Teacher is a tenured or probationary teacher without BTSA / Induction
2008 support. He / she has not met the California Standards for the Teaching Profession as
2009 determined on the Summative Evaluation Form. The evaluator will refer this teacher to the
2010 PAR Panel for support.

2011 The Referred Teachers have the right to be represented throughout the
2012 Program by the Association Representative of their choice. They will be given the adopted
2013 rules and procedures established by the PAR Panel.

2014 All communication between the Consulting Teacher and the Referred Teacher shall
2015 be confidential, and without the written consent of the Referred Teacher, shall not be shared
2016 with others including the site principal or the Panel.

2017 The Referred Teacher will receive a copy of the mutually determined goals to be
2018 addressed and a copy of the completed Log and report that will be given to the Panel.

2019 **The New and Volunteer Participating Teacher**

2020 Complete application to participate in the PAR program by posted deadline.

2021 All communication between the Consulting Teacher and a New/Volunteer Teacher shall be
2022 confidential, and without the written consent of the New/Volunteer Teacher, shall not be
2023 shared with others including the site principal or the Panel.

2024 A New/Volunteer Teacher may drop out of the program at any time.

2025

2026 **Administrator**

2027 The Assistant Superintendent of Instructional Services or the site administrator
2028 appointed by the Superintendent will serve as a Panel member and may serve as the
2029 Chairperson.

2030

2031 **Confidentiality**

2032 All proceedings and materials related to evaluation, reports, and other personnel
2033 matters shall be strictly confidential. Therefore, Panel members may disclose such
2034 information only as necessary to administer this Article.

2035 **Indemnification**

2036 The District agrees to indemnify and hold harmless and provide defense to any
2037 bargaining unit member who participates in the governance and operations of this Program
2038 against any claim, courses of action, damages, administrative proceedings or any other
2039 litigation arising from the member's participation in the program.

2040 All functions performed pursuant to this program by bargaining unit employees shall
2041 not constitute management or supervisory functions.

2042 If the state funding for PAR is reduced or block granted, PAR allocations will be
2043 spent by priority, and the program would need to be reevaluated by the negotiation teams. If
2044 state funding for PAR is eliminated, the PAR program will be suspended until funding is
2045 reinstated.

ARTICLE XXVII: DURATION

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This Agreement shall become effective upon ratification by the Association and the Board of Education and shall remain in full force and effect up to and including June 30, 2019, with the understanding both parties shall negotiate salaries and benefits for the 2019-2020 school years. In addition to negotiating salaries and benefits, each party will have two reopeners of it's choosing for the 2019-2020 school year. Thereafter shall continue in effect year-to-year unless one of the parties notifies the other in writing of its intent to add to, modify, or delete provisions pursuant to the NEGOTIATIONS PROCEDURE Article.

2055

APPENDIX A: CERTIFICATED SALARY SCHEDULE

2056

2057 See current salary schedule available at all sites, on the District's Web Site:

2058 http://www.smusd.us/apps/pages/index.jsp?uREC_ID=29917&type=d or from the Human

2059 Resources Department.

2060

APPENDIX B: EXTRA ASSIGNMENT PAY SCHEDULE

2061

2062 See current Extra Assignment Pay Schedule available on the District's web site:

2063 http://www.smusd.us/apps/pages/index.jsp?uREC_ID=29917&type=d or from the Human

2064 Resources Department.

2065 **APPENDIX B: EXTRA ASSIGNMENT PAY RATIONALE**

2066

2067 A. Notes of Clarification for Schedule B

2068 1. Denotes position as an annual assignment, meaning the assignment is for the
2069 full year and will be paid at the end of the year on a separate warrant.

2070 a. High School Musical - (4 Productions Assistants) - Four individuals in
2071 addition to the director working on the musical, titles and tasks to be determined by the
2072 director.

2073 b. Huntington Drama (2 Productions) - Stipend is based on two
2074 productions. If only one performance is undertaken, the stipend will be prorated.

2075 c. Dance (High School) - This position requires two full stage
2076 performances (fall and spring), and includes appearances at other community functions.

2077 d. Drama Scenery (High School) - This stipend will be paid for each
2078 production, not to exceed three productions.

2079 e. Drama Scenery (Intermediate) - This stipend will be paid for each
2080 production, not to exceed two productions.

2081

2082 B. Criteria For Setting Point Value

2083 1. The following criteria shall be used to evaluate applicable positions on the
2084 Extra Assignment Pay Schedule.

2085 a. Number of Weeks in Season:

2086 This category shall be defined as to the number of weeks in actual preparation and
2087 performance. In athletics it shall be defined as the Season of Sport Calendar printed annually
2088 in the CIF Blue Book.

2089 b. Number of Major Appearances

2090 In athletics, it shall be determined by the number of league games scheduled and other
2091 contests which are not defined as scrimmage, practice, or optional contests. In non-athletic
2092 activities it shall be based on the number of times the person must make an appearance at an
2093 activity or performance.

2094 c. Number of Assistants/Accountability
2095 The Head Coach/Director of each activity is responsible for all the assistants within that
2096 activity at any level. That person shall assign responsibilities to assistants and coordinate
2097 their duties with others in the program. Those responsible for lower level activities shall be
2098 accountable for the performance and conduct of the students in their charge in accordance
2099 with the policies established by the school and the Head Coach/Director.

2100 d. Number of Students Participating
2101 The coach/director is responsible for the well-being of each student while a member of a
2102 team/activity. This shall include proper physical conditioning, providing proper protective
2103 equipment where and when needed, practice and game supervision, transportation to away
2104 contests, and necessary administrative duties connected with the sport such as awards,
2105 banquets, and parent contact. Therefore, the larger number of participants, the more the
2106 responsibility. The Varsity Head Coach shall have overall responsibility for all the students
2107 in the sport.

2108 e. Equipment Value
2109 The amount of equipment varies significantly for each activity. The Head Coach has
2110 responsibility for the ordering, issuing and inventory of equipment for that coaches program.
2111 The Head Coach may assign specific responsibilities for equipment to assistant coaches.

2112 f. Weekends and Vacation Time
2113 Due to the season and the individual characteristics of each activity weekends and vacation
2114 time may be spent conducting inter-scholastic athletics or other activities.

2115 C. EXTRA ASSIGNMENT PAY SCHEDULE CRITERIA

2116 -----

Points	# Weeks in Season	# of Major Appearances	# of Assistants/Accountability	# of Students Participating	Equipment Value	Weekend And Vacation Time
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2117

2118 -----

2119	2	5/Less	1-2	0	10/Less	\$500/	0-2
2120						Less	

2121	3	6-8	3-5	1	11-25	\$500-	3-4
2122						\$1000	

2123 -----

2124	4	9-11	6-8	2-3	26-40	\$1000-	5-9
2125						\$3000	

2126 -----

2127	5	12+	9+	4+	41+	\$3000+	10+
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2128	6	--	--	--			Ed Code Reg.
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2129 -----

2130 **EXTRA ASSIGNMENT PAY SCHEDULE WORKSHEET**

2131 Points

2132 1. Number of Weeks in Season -----

2133 2. Number of Major Appearance -----

2134 3. Number of Assistants/Accountability -----

2135 4. Number of Students Participating -----

2136 5. Equipment Value -----

2137 6. Weekends and Vacation Time -----

2138

2139 Total -----

2140 D. Coaches involved with any team that qualifies for post season play shall receive an
2141 additional stipend of ONE PERCENT, based on Column One, Step One of the Basic Salary
2142 Schedule.

2143

2144 E. The high school band director will receive an additional stipend in the fall if the high
2145 school football team goes to the CIF playoffs. The stipend will be the same as coaches
2146 receive per stipulation "B" above. The director and the band will appear and perform at each
2147 playoff game, home or away.

2148 **APPENDIX C: DISTRICT-WIDE CHAIRPERSON AND**
 2149 **COORDINATOR EXTRA ASSIGNMENT PAY SCHEDULE**

2150

2151 Art - High School

2152 Art/Electives - Huntington

2153 Athletics

2154 Career Education

2155 Coordinator of Pupil Personnel Services/Psychologist

2156 English

2157 Foreign Language

2158 Mathematics

2159 Music - Huntington

2160 Physical Education

2161 Visual and Performing Arts - High School

2162 R.O.P.

2163 Science

2164 Sixth Grade

2165 Social Science

2166 Special Education

2167 Technology – Huntington

2168 District Music Coordinator \$560*

2169 Elementary Grade Level Chair K-5 \$560*

2170 Elementary Tech Coordinator \$560*

2171

2172 *Except where noted above, a department chair person will receive seventy dollars (\$76.00)

2173 for each section taught within his/her department, including sections taught by department

2174 chairpersons.

APPENDIX D: CERTIFICATED EVALUATION FORMS

APPENDIX E: ACADEMIC CALENDAR

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2177

2178 The academic calendars may be found on the District’s website. www.smusd.us or from the
2179 Human Resources Department.

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**APPENDIX F: VOLUNTARY TRANSFER/REASSIGNMENT
APPLICATION**

San Marino Unified School District

Voluntary Transfer/Reassignment Application

- Note: 1. To determine eligibility for transfer and reassignment, please read the Agreement between the San Marino Unified School District and the San Marino Teachers Association, Article X, Transfer and Reassignment Procedures,” before completing this form.
2. This application will remain in effect for six months or until the end of the current school year, whichever is later.

Name _____ Present School Site/Assignment _____

Present Position Title: _____

Length of Time in Present Position: _____

New Assignment Requested (School Site and/or Assignment) _____

Reason(s) for Requesting Change: _____

_____	_____
Signature of Requestor	Signature of Superintendent/Designee
Date _____	_____ Approved
Date _____	_____ Disapproved

Check this box if you wish to receive notification of openings for which you are applying that may arise during any period when school is not in session.

2225 **APPENDIX G: DISPUTE RESOLUTION FORM**

2226
2227 *Dispute Resolution Form*

2228
2229 Name of Disputant _____ Date of Filing _____

2230
2231 Home Address: _____

2232
2233 Home Telephone No. () _____ - _____ No of Years in the SMUSD _____

2234
2235 Position Held _____ School _____

2236
2237 Designated Administrator _____ School Telephone () _____

2238
2239 Representative _____

2240
2241 **INFORMAL LEVEL/LEVEL I**

2242 After the informal meeting has concluded, both the Disputant and the Designated
2243 Administrator shall complete and sign this form. A copy shall be retained by each party. If
2244 the Dispute is taken to Level 1, a copy of the form shall be forwarded to both negotiation
2245 teams with the date of a scheduled meeting noted prior to being forwarded

2246
2247 Provision of Negotiated Agreement, Allegedly Violated:

2248 _____
2249 _____
2250 _____

2251
2252 A. Date the Cause of Dispute Occurred: _____

2253
2254 C. 1. Statement of Dispute:

2255 _____
2256 _____
2257 _____
2258 _____

2259
2260 2. Resolution Sought:

2261 _____
2262 _____
2263 _____
2264 _____

2265
2266 _____
2267 (Signature)

2268 _____
2269 (Date)

D. Suggested Resolution of Designated Administrator:

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(Signature)

(Date)

E. Date(s) Negotiating Teams Meet and Conference

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DISPUTE RESOLUTION FORM
Level II

LEVEL II: SUPERINTENDENT

A. Date Received by Superintendent _____

B. Date of Meeting with Disputant _____

C. Suggested Resolution _____

(Signature)

(Date)

D. Resolution Sought by Disputant:

E. This Dispute Shall be Submitted to Level III

(Check one square only)

Yes

No

(Signature)

(Date)

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DISPUTE RESOLUTION FORM
Level III

LEVEL III: FACILITATION/ARBITRATION

- A. Date Received by District _____
- B. Date of Meeting _____
- C. Resolution Achieved Through IB Process:

- D. Final Resolution Achieved Through Arbitration Process Attached Hereto.