



solana beach school  
district

# **Collective Bargaining Agreement**

between

**The Board of Trustees  
Solana Beach School District**

and

**Solana Beach Teachers' Association  
CTA/NEA**

**Effective July 1, 2017 through June 30, 2020**

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**Article 1**  
**AGREEMENT**

- 1.1 This is an Agreement made and entered into this 13<sup>th</sup> day of January, 2014 between the Solana Beach School District (hereinafter referred to as “District”) and the Solana Beach Teachers Association, CTA/NEA (hereinafter referred to as “Association”).
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code.

## **Article 2**

### **NOTICE**

- 2.1 Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery or by mailing the same by United States mail to the party entitled thereto:

**DISTRICT:**

Terry Decker  
Superintendent  
Solana Beach School District  
309 N. Rios Avenue  
Solana Beach, CA 92075

**ASSOCIATION:**

Cyndy McBride  
President  
Solana Beach Teachers Association  
5333 Mission Center Road #200  
San Diego, CA 92108

Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

## **Article 3**

### **RECOGNITION**

- 3.1 The Board recognizes the Association as the exclusive representative of all regular full and part-time contractual certificated employees of the Board, for the purpose of meeting and negotiating. This unit does not include the Superintendent, principals, administrators and day-to-day substitutes.

## **Article 4**

### **DEFINITIONS**

- 4.1 “Bargaining unit member” refers to any employee who is included in the appropriate unit as defined in Article 3 and therefore covered by the terms and provisions of this Agreement. The terms “teacher,” “member” and “unit member” as used in this Agreement shall also mean “bargaining unit member” and shall include all regular full and part-time contractual certificated employees of the Board.
- 4.2 “Board” shall mean the Board of Trustees or its designee.
- 4.3 “Day” shall mean any day in which the unit member is required to render service.
- 4.4 “District” shall mean the Board of Trustees or the District Superintendent.
- 4.5 “Association” shall mean the elected and appointed representatives of the Solana Beach Teachers Association, CTA/NEA.
- 4.6 “Immediate family” means the spouse of the unit member, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or of the spouse, or any relative living in the immediate household of the unit member.
- The word “spouse” in this article shall also include any individual who qualifies as a registered domestic partner under California law.

## **Article 5**

### **NEGOTIATION PROCEDURES**

- 5.1 Not later than the first regular Board meeting in June of the final year of this agreement, or in any year immediately preceding the negotiated re-opening of articles specified herein, the Association shall submit its full and complete initial proposal for a successor Agreement. The Board shall provide the Association with its complete response to the Association's successor Agreement Proposal. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 5.2 Either party may use the services of outside consultants to assist in the negotiations.
- 5.3 The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives or committees.
- 5.4 Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that meetings shall be held within ten (10) days from receipt of a written request.
- 5.5 The Association shall designate not more than five (5) representatives who shall receive reasonable release time without loss of compensation for attending negotiation sessions with the Board representatives or for impasse proceedings. Such release time for Association representatives shall not be provided in less than half-day increments per representative.
- 5.6 Upon written request, the Board shall furnish the Association with two (2) copies of reports required by the county and state that are reasonably related to the meeting and negotiating process, and copies of all non-confidential budgetary information.

5.7 Not later than November 1, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.



## **Article 6**

### **ASSOCIATION RIGHTS**

- 6.1 Upon written request, the Association and its members shall have the right to make use of school buildings and facilities at reasonable hours when not in use.
- 6.2 The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teachers' mailboxes for communication to teachers. Copies of general notices and communications shall be given to the Administration at the approximate time of posting distribution. The Association shall not use the mailbox and bulletin board privileges provided in this section to defame or ridicule the Board or its agents, nor shall these privileges be used to present a partisan position in a local elective process in which the District is a party, unless mutually agreed to by the Board and the Association.
- 6.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, after notifying the administration, as long as Association business does not interfere with the assigned duties of employees.
- 6.4 The Association shall have the right to select one (1) unit member representative to each Association/District joint committee.
- 6.5 The District shall provide the following release time for Association activities:
  - 6.5.1 The Association president or other officer of the Association shall be provided release time up to five (5) days at no loss of salary or other benefits.

6.5.2 Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits.

6.5.3 Grievants, witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.

## 6.6 New Employee Orientation

6.6.1 The District shall provide at least 15 days notice to the Association President of any scheduled group orientation meetings for new unit members, and, during these orientation meetings, permit the Association up to 30 minutes of uninterrupted time to address the new unit members. District administration will excuse themselves during Association time.

6.6.2 At times during the school year when no group orientation meetings for new unit members are scheduled, the District shall provide a packet prepared by the Association to new unit members containing contact and introductory information about the Association.

6.6.3 The District shall provide the Association the following information for existing and new members in editable format: name, job title, personal email, personal cell phone number, work location, FTE status, employment status. Unless the unit member has requested this information be withheld to preserve personal privacy, such information shall be provided to the Association twice annually: by September 30 and February 28. For new members, it will be provided within 30 days of employment, or at the first pay period following employment.

## **Article 7**

### **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

#### **Organizational Security**

- 7.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who are employed after the commencement of the school year shall begin on the first of the month following employment/authorization. Such authorization shall continue in effect from year to year unless revoked in writing. A member of the Association who revokes his/her authorization for the payroll deduction of dues, fees, and assessments, or the non-member service fee shall transmit such amount to the Association in compliance with Sections 7.2 and 7.3 below.
- 7.2 Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to the legally chargeable collective bargaining expense portion of unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 7.1 of this Article. Until the legally chargeable amount has been determined, the unit members shall pay the amount

equal to unified membership dues, initiation fees and general assessments. In the event that a unit member does not pay such fee directly to the Association by November 1 of any year, or authorize payment through payroll deduction as provided in Section 7.1, the Association shall so inform the District in writing, and the District shall immediately begin automatic payroll deduction as provided for in Education Code Sections 45060 and 45061 and in the same manner as set forth in Section 7.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

7.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: Solana Beach Schools Foundation, United Way, and/or the American Cancer Society.

7.3.1 Proof of payment and a written statement of objection shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 7.1 and 7.2 of this Article. Proof of payment shall be in the form of confirmation of authorized payroll deduction by the District or receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the procedures and timelines contained in Section 7.2 above.

7.3.2 Any unit member making payments as set forth in Sections 7.3 and 7.3.1 above, and who requests that the grievance or arbitration provisions of this Agreement be

used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance and arbitration procedures.

- 7.4 With respect to all sums deducted by the District pursuant to Sections 7.1 and 7.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
- 7.5 The Association agrees to promptly furnish, without charge, any information needed by the District to fulfill the provisions of this Article.
- 7.6 The Association agrees that it will indemnify and hold harmless the District from attorney fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation, hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments, and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligation.

## **Article 8**

### **DISTRICT RIGHTS**

- 8.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 8.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Association and the Board, and then only to the extent such specific and express terms are in conformance with law.
- 8.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The declaration of an emergency (as defined herein) and consequent action by the Board shall not be

subject to the grievance procedure. Emergency shall be defined as a natural disaster, national emergency, epidemic, act of God, or similar catastrophe.

- 8.4 Any dispute arising out of, or in any way connected with the existence of or the exercise of any of the above-described rights of the District, is not subject to the grievance provisions set forth in Article 10, unless the dispute is otherwise grievable under another Article of the Agreement.

## **Article 9**

### **NON-DISCRIMINATION**

- 9.1 The Board and its agents and the Association and its agents agree not to unlawfully discriminate against any unit member on the basis of race, sex, age, color, creed, national origin, political affiliation, domicile, marital status, physical handicap, membership status in an employee organization or participation in the activities of an employee organization.
- 9.2 The Board and the Association agree that the provisions of the Agreement shall not be implemented in an arbitrary, capricious or discriminatory manner.
- 9.3 A teacher's resignation shall remain revocable until such time as the Board of Trustees officially takes action on said resignation.



## **Article 10**

### **GRIEVANCE PROCEDURE**

#### **10.1 Definitions**

- 10.1.1 A “grievance” shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District, which are not included in or related to this Agreement; nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules, or regulations. Matters pertaining to unit member discipline shall be processed in accordance with the provision of Article ?? – Discipline, and shall be excluded from consideration under the grievance procedure.
- 10.1.2 A “grievant” shall mean a bargaining unit member covered by this Agreement or the Association. In case of multiple grievance claims on the same issue, the Association may elect to process a grievance on behalf of the multiple grievants.
- 10.1.3 A “conferee” shall mean any one Association representative selected by the grievant to assist the bargaining unit member. An immediate Administrator with whom a grievance is filed may also choose a representative in processing grievances. A grievant shall have the right to Association representation at any level of this procedure.
- 10.1.4 “Association” shall mean the employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.
- 10.1.5 “Day” shall mean any day in which the bargaining unit member is required to render service.
- 10.1.6 “Immediate Administrator” shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.
- 10.1.7 A “Grievance Form” shall mean a form for filing grievances prepared jointly by the District and the Association. The form shall be available for use by the Association and all unit members.

- 10.1.8 “Mediator” shall mean a member of the California State Conciliation Service, or any other individual mutually agreeable to the Association and the District, who shall work informally with the parties in an attempt to facilitate a bilaterally acceptable resolution to the grievance.

## 10.2 General Provisions

- 10.2.1 The purpose of the Procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept confidential, and that the grievant and immediate Administrator should attempt to resolve the grievance at the Informal Level.
- 10.2.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance; but upon request of the grievant, the immediate Administrator shall place the order, requirement or directive in writing.
- 10.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate administrator, or to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels I or II shall not be agreed upon by the District until the Association has been provided a copy, and allowed an opportunity to respond either in writing, or in a conference, or both, with the appropriate Administrator. In instances of a grievance processed without the intervention of the Association, five (5) days of additional time shall be added to each of the time limits for District response provided for in Levels I and II of this Procedure.
- 10.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant.
- 10.2.5 The grievant or Association and immediate supervisor shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select.

- 10.2.6 Once a grievance arising from a particular incident or circumstance has been resolved, another grievance based on that particular incident may not be filed.
- 10.2.7 A grievant who fails to comply with the time limits established in this Procedure shall forfeit all rights to apply the Grievance Procedure for the alleged contract violations.
- 10.2.8 Except upon mutual agreement of the grievant, the Association and the District, a grievance still in process at the end of the school year in which filed, shall be continued at the start of the following school year.
- 10.2.9 The District shall provide the Association with reasonable release time for purposes for processing grievances. Grievance meetings normally will be scheduled by the District and the Association so as not to conflict with classroom duties.
- 10.2.10 The time limits described in this Article may be extended or modified upon the mutual agreement of the parties.
- 10.2.11 If an alleged violation involves both a grievance, as defined in this Article, and an unfair practice charge, as defined in the Educational Employment Relations Act, the grievance machinery of the Article shall be exhausted prior to the filing of the unfair practice charge.
- 10.2.12 No reprisals of any kind shall be taken against any unit member because of participation in the Grievance Procedure in accordance with the terms of this Article
- 10.2.13 All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 10.3 Informal Level
  - 10.3.1 A bargaining unit member, and/or an Association representative, shall meet with the immediate Administrator to discuss the potential grievance in an attempt to resolve it informally. Either the unit member or the immediate Administrator may bring a conferee to this informal meeting.
  - 10.3.2 If the potential grievance is not resolved at this level, the bargaining unit member may proceed to Level I.

#### 10.4 Level I

- 10.4.1 Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant, or the Association acting on behalf of the grievant, must present his/her grievance in writing on grievance form to the immediate Administrator.
- 10.4.2 The grievant shall provide, on the District form, a clear and concise statement of the grievance, identifying the specific provision(s) of this agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 10.4.3 The immediate Administrator shall communicate a decision to the Association and the grievant in writing within ten (10) days after receiving the grievance.
- 10.4.4 If the Administrator does not respond within the time limits, the Association or the grievant may appeal to the next level. Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate Administrator may have a conferee present at such a conference.

#### 10.5 Level II

- 10.5.1 In the event that the grievant is not satisfied with the decision at Level I, the Association may appeal the decision in writing on the grievance form to the Superintendent, or his/her designee, within ten (10) days.
- 10.5.2 The written appeal statement should include a copy of the original grievance, the decision rendered at a previous Level I, and a clear and concise statement of the reasons for the appeal.
- 10.5.3 The Superintendent shall communicate the decision within ten (10) days after receiving the appeal. Either the Association acting on behalf of the grievant or the Superintendent may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such conference.
- 10.5.4 If the Superintendent, or his/her designee, does not respond within the time limits, or in the event the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the response, or within

fifteen (15) days in the event of no response, submit a written request for Level III mediation of the grievance. The District shall, within ten (10) days of receipt of the request, submit to the California State Mediation and Conciliation Service a written request for the immediate services of a mediator.

#### 10.6 Level III – Mediation Procedure

10.6.1 In the event that the Association is not satisfied with the decision at Level II, within ten (10) days thereafter, it may request the informal assistance of a mediator through the California State Mediation and Conciliation Service by submitting a written request for such assistance to the Superintendent. Said request shall be honored by the District.

10.6.2 The mediator shall not have the authority to make a written or public recommendation regarding the grievance resolution. Rather, the mediator shall assist the parties to achieve a mutually satisfactory resolution of the grievance.

#### 10.7 Level IV – Board of Trustees

10.7.1 If mediation does not result in the resolution of the grievance, the grievant may submit a written appeal of the grievance to the Board of Trustees within ten (10) days. This written appeal shall include a copy of the original grievance, the decisions rendered at prior levels, and a clear, concise statement of the reasons for the appeal. The Board shall conduct such review, hearings, and investigations, as it deems necessary for the grievance appeal and shall render a final decision on the matter within twenty (20) days after the Board has completed its deliberation regarding the grievance appeal. The decision of the Board of Trustees shall be final.

## **Article 11**

### **WORKDAY AND WORK YEAR**

- 11.1 Except as modified herein, the workday for bargaining unit members shall be 7 1/2 hours per day, or 37 1/2 hours per week of school-based or related District service, including a duty-free lunch period of 45 minutes. The teacher workday shall be structured and directed by the immediate Administrator in conformance with this Article. Teachers may be required, on an equitable basis, to provide lunch-duty supervision of students for any portion of the teacher lunch period described herein that exceeds 35 minutes.
- 11.2 Except on days of prior scheduled faculty and program meetings, the teacher workday shall begin not later than 30 minutes before his/her first instructional assignment and shall conclude no sooner than 25 minutes after his/her last instructional assignment.
- 11.2.1 In addition to the basic workday described in item 11.1 above, unit members may be required by the District to perform adjunct duties associated with the education profession such as 6<sup>th</sup> grade camp, parent conferences and other school and District-related activities. Additional adjunct duties may be required by the District provided the following guidelines are not violated:
- 11.2.1.1 The District shall have the right to assign any unit member to serve on one (1) District-wide committee per school year.
- 11.2.1.2 Unless committee membership is directly related to a unit member's job assignment, District-wide Committee membership shall first be filled voluntarily by unit members. All unit members will first volunteer or be assigned prior to unit members joining additional committees.

- 11.2.1.2.1 In order to assist with Committee Membership selection, each year SBSD will provide the following proposed information: purpose and outcomes, commitments/ responsibilities, and timeline.
- 11.2.1.3 A unit member's required attendance at said District-wide committee meetings shall not exceed twenty (20) hours per year. Unless committee membership is directly related to a unit member's job assignment, a teacher in his/her first year or second year of BTSA shall count BTSA as his/her committee service.
  - 11.2.1.3.1 If said committee meetings are held outside District boundaries, unit members may claim mileage reimbursements for any distances driven outside District boundaries.
  - 11.2.1.3.2 Task force rate will be paid to unit members who attend a specific committee in excess of 10 hours outside of the contracted workday.
- 11.2.1.4 For the purposes of this section, Site Committees will be defined as those dealing with activities and topics specific to one site or staff that are not directly overseen by a district administrator. District-wide committees shall be defined as those dealing with activities and topics that involve more than one school, other than general or in-service type meetings involving more than one school.
- 11.2.1.5 Members of the teaching staff who provide the training to new teachers outside the BTSA support structure, shall be compensated at the task force rate of pay provided said training occurs outside the regular 7 1/2 hour workday and also provided that said training is in addition to the 30 hours that the training teacher is responsible for under Section 11.2.1.2 above.
- 11.2.1.6 The provisions of Section 11.2.1 above shall not prevent the District from complying with any state or federal requirements enacted after the ratification of this

Agreement which require bargaining unit members to participate in District-wide committees.

11.2.1.7 Any bargaining unit member required to attend camp shall be granted two (2) days of compensatory time off if he/she attends and stays overnight for half or more of said camp; attendance and an overnight stay at less than half of said camp shall result in one (1) day of compensatory time off. The bargaining unit member at his/her option may opt for and receive \$250 per night for attendance at camp instead of compensatory time. The compensatory time provisions contained herein shall be used at a time mutually agreeable to the unit member and his/her immediate supervisor.

- 11.3 In unusual instances of personal convenience, not provided for in the Leave Section of this Agreement, bargaining unit members may be allowed to deviate from the provisions of Section 11.2 above, provided that they receive prior approval of their immediate Administrator and provided that they render equivalent make-up time of school-based related service during the week in which the personal convenience need occurs, or if such in-week make-up is impossible, the time is made up during the week immediately preceding or following the personal convenience occurrence.
- 11.4 In order to accommodate school faculty meetings, the immediate Administrator may designate a specific day per week on which all staff members will render the 7 1/2 hour daily service requirement on the same daily schedule. Notwithstanding other provisions of this Article, two such faculty meetings per month may, at the discretion of the immediate Administrator, extend the 7 1/2 hour workday by sixty (60) minutes before or after said 7 1/2 hour workday.
- 11.5 In unusual circumstances of District-wide staff meetings required by the District, the Superintendent may require all unit members to render service on the same daily schedule in order to accommodate such prior scheduled total staff meetings.



- 11.6 When determining the makeup of each class for the following school year, placement of students will be done on an equitable basis whenever possible. Grade-level teams, special education teams, and other appropriate staff will meet with the site administrator to problem- solve inequalities before the final class lists are shared publicly. The principal is the final decision-maker regarding class assignments.
- 11.7 The teacher work year, of not more than 185 days, shall be established annually by the Board of Trustees after consultation with the Association regarding the composition of the calendar.
- 11.8 The District shall attempt to implement the provisions of this Article including Section 3, without the use of formal monitoring activities.
- 11.9 It is understood by the parties that individual teacher service to the District is his/her primary professional obligation.
- 11.10 During the term of the Agreement, the District will prioritize additional unrestricted one-time funds to offer two (2) days per year of Professional Learning for all unit members. Attendance at said days shall be voluntary, and compensation for a full day of attendance shall be at an individual's per diem pay rate; there shall be no prorating of compensation for attending only part of a Professional Learning day. The Professional Learning days contemplated herein, shall be in addition to the regular work year of 185 days.
- 11.11 During the five (5) five workdays scheduled at the beginning of the contracted work year, unit members will receive a minimum of 40% of their contracted work time without administration or faculty meetings.
- 11.12 Classroom teachers and Specialists (excluding District Nurses and District TOSAs) may use a day each semester, totaling three (3) days per year to formulate and formalize student progress.

## **Article 12**

### **TRANSFER AND VACANCIES**

- 12.1 A transfer refers to any action by the Superintendent or Board, which results in the movement of a bargaining unit member from one school site to another.
- 12.1.1 A transfer may be teacher-initiated (“voluntary”) or administration-initiated (“involuntary”).
- 12.2 Voluntary Transfers - A member may request a voluntary transfer to take effect at the beginning of the next school year. In either event, the request shall be made on a “Request for Transfer” form and sent to the on-site Administrator.
- 12.2.1 Where a request is made for a transfer, such request shall be submitted no later than March 1 of the prior year.
- 12.2.2 The filing of a request for a transfer is without prejudice to the member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
- 12.2.3 Transfer requests from existing personnel who meet the qualifications for the position sought shall be given consideration before applicants from outside the District are considered. This shall include all vacancies that occur at least six (6) working days prior to the first day of school.
- 12.2.4 When two or more qualified unit members submit a request for transfer to the same position, the Superintendent, or his/her designated representative, must include among those referred for consideration by the appropriate on-site Administrator, the applicant with the greatest seniority.
- 12.3 Involuntary Transfers - Involuntary transfers shall be based on the legitimate educational-related needs of the District or the evaluated performance of the unit member. Members to be involuntarily transferred will be given as much advance notice as administratively feasible.

- 12.3.1 An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a member.
- 12.3.2 Determination of the person(s) to be involuntarily transferred shall be determined by the Superintendent after giving consideration to the following:
  - 12.3.2.1 Credential limitations and training and experience qualifications.
  - 12.3.2.2 Program needs and qualifications, which are desirable for the optimum operation of the District.
  - 12.3.2.3 The length (seniority) and quality of employee service in the District.
  - 12.3.2.4 The preferences of the unit member(s).
  - 12.3.2.5 The preferences of the site Administrator(s) involved.

12.4 Compensation for Voluntary or Involuntary Transfer

Effective July 1, 2016, unless otherwise compensated, at the daily substitute teacher rate, a teacher who is voluntarily or involuntarily transferred to another classroom at his/her school site shall receive one (1) day of compensatory time off. A teacher who is voluntarily or involuntarily transferred to another district facility shall receive two (2) days of compensatory time off.

12.5 General Provision - a vacancy is any job opening within the District directly or indirectly created by a termination, resignation, retirement, or staff addition.

- 12.5.1 Notices of vacancies – Notices of certificated vacancies shall be emailed a minimum of five (5) days prior to the closing of the vacancy. Such notices shall be properly posted after the Board or District determines that a vacancy exists and shall include, to the extent known, the title of the vacant position, the location, grade-level or subject-matter assignment, credential requirement and other desired qualifications. Copies of all notices of vacancies shall be emailed to the Association at the same time as they are posted. All District employees will be notified of such vacancies through e-mail.
- 12.5.2 Upon written request, an employee who is not granted a voluntary transfer request, or who is transferred involuntarily, shall be provided

with an explanation of the Superintendent's final decision related thereto.

## **Article 13**

### **EVALUATION PROCEDURES**

- 13.1 The following procedures for evaluation of employees who are members of the bargaining unit shall be considered as general goals for each school year and the suggested time lines shall be implemented for full-year assignments, with time lines for assignments of lesser duration being prorated accordingly:
- 13.1.1 By the 4<sup>th</sup> Friday after the start of an employee's service with students.
- 13.1.1.1 Orientation materials related to evaluation procedures will be provided to all employees.
- 13.1.2 By the 6<sup>th</sup> Friday after the start of an employee's service with students:
- 13.1.2.1 Consistent with the current certificated evaluation system, employees shall submit to their evaluator, objectives along with measurement activities related thereto, to be considered in the annual evaluation. The evaluator and the evaluatee shall conference and discuss these matters.
- 13.1.3 By the 8<sup>th</sup> Friday after the start of an employee's service with students:
- 13.1.3.1 The evaluator and the evaluatee shall attempt to reach mutual agreement on the evaluatee's proposed objectives and measurement activities related thereto, including the use of a fellow staff member in an attempt to resolve any impediments to mutual agreement. Whether mutual agreement is reached or not, the evaluator shall, by the eleventh Friday after the start of an employee's service with students, determine, and shall transmit to the employee, a complete listing of approved objectives, and measurement activities related thereto, that have been submitted by the employee and which shall form a partial basis of the annual evaluation that the evaluator will prepare for the employee. The objectives-related measurement activities referred to herein shall be within the scope of the employee job description prescribed by the District. Either the evaluator or the evaluatee may request a conference to discuss these matters.

- 13.1.4 By the middle of the length of an assignment:
  - 13.1.4.1 Within five (5) school days after request, the evaluator shall be provided with a written progress report from the employee containing an itemized analysis of the progress being made toward achievement of the objectives prescribed in Section 13.1.3.1, above, including an analysis of mitigating circumstances which may have developed since the initial proposal on objectives and measurements was submitted earlier in the year.
- 13.1.5 By midpoint of the second half of an assignment:
  - 13.1.5.1 The evaluator shall conduct such classroom observations, and gather such data on employee performance as the evaluator believes to be related to:
    - 13.1.5.1.1 The actual objectives and measurement activities described in Section 13.1.3.1 above.
    - 13.1.5.1.2 Other student achievement criteria and the job description that is established by the District. Supplementary classroom observations and data gathering shall continue beyond the midpoint of the second half of an assignment at the discretion of the evaluator.
  - 13.1.5.2 Within a reasonable time after a request, or upon the evaluator's own motion, an employee shall be provided with a written statement regarding instructional observations that have been conducted. Such written statements shall include activities observed and suggestions being made by the observer for possible improvement by the employee or commendations regarding employee service.
  - 13.1.5.3 A written report of the achievement of objectives and measurement information related thereto shall be submitted by the employee to the evaluator by the midpoint of the second half of an assignment in which formal evaluation is scheduled.

- 13.1.5.4 A final report written by the employee presented at the end of the school year shall include the achievement of objectives with measurement information related thereto.
- 13.1.6 Not later than thirty (30) days before the end of a school term (for an assignment of one semester or longer).
  - 13.1.6.1 The evaluator shall prepare a written District evaluation form of employee performance and transmit the evaluation to the employee. Permanent employees shall be formally evaluated at least once every other year; probationary employees shall be formally evaluated at least once each year. Said formal evaluation shall not be issued unless the evaluator has conducted at least two (2) observations of full teaching activities during the evaluation period. The employee may submit a written reaction or response to the evaluation and any such response to the evaluation shall be attached to the evaluation and placed in the employee's permanent personnel file.
  - 13.1.6.2 By the 2<sup>nd</sup> Friday of June (for an assignment of one semester or longer), an evaluation conference shall be held between the evaluator and any employee receiving a written evaluation report, as described in Section 13.1.6.1 above. If there are areas of unsatisfactory performance, they are to be told in this final written evaluation report. A remediation plan shall be developed with the employee and subsequently implemented by the District.
- 13.2 An evaluator's judgments and recommendations contained in classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedure contained in Article 10 of this Agreement.
- 13.3 Employees shall not be held accountable for any aspect of the instructional program over which they do not have authority; or be required to participate in the evaluation and/or observation of other bargaining unit members.

- 13.4 In addition to the above, the following provisions related to unit member evaluation shall be followed:
- 13.4.1 The Board shall not predicate any adverse action upon a unit member's personal, political and organizational activities or preferences, unless such activities and preferences affect the teacher's job performance.
  - 13.4.2 The District shall maintain a personnel file for all District employees including formal evaluations and shall maintain employment records of former employees.
  - 13.4.3 Derogatory material shall not be placed in a member's personnel file until the employee has been first provided with a copy of said material and been given an opportunity to attach a comment thereto. Derogatory materials, as described herein, shall not be placed in a teacher's personnel file unless the source and date of such material is clearly shown.
  - 13.4.4 Access to bargaining unit member personnel files shall be limited to the unit member, the member's express representative, the member's supervisors and the Board of Education when meeting in executive session.
  - 13.4.5 A bargaining unit member may use reasonable release time within his/her work day for review of his/her personnel file, or for the purposes of attachment of responses to derogatory materials.
- 13.5 Teachers who meet the qualifying guidelines stated in California Education Code 44664, and, who have been employed by the District for at least ten (10) years, may be evaluated every three (3) years instead of every other year if the employee received a satisfactory evaluation during the previous evaluation cycle and the evaluator and the employee consent to the three-year cycle. Ten (10) year period will begin with the unit member's first year of paid status in a certificated assignment. By written request of the evaluator or the employee, the unit member shall be returned to the evaluation cycle of every other year. Upon receipt of a non-satisfactory evaluation, the unit member will be returned to the annual evaluation cycle.



- 13.6 The District and the Association shall form a joint task force of equal membership to make sure that the Certificated Professional Development Program (CPDP) Evaluation components are properly referenced in Article 13 (Evaluation Procedures) of the Agreement and/or identify possible modification to the CPDP.

## Article 14

### LEAVES

#### 14.1 General Provisions

14.1.1 The unit member exercising a leave of absence shall notify the District of their need to be absent from service as soon as known, but in no event later than 7:00 A.M. of the day of absence, except in cases of emergency. The notification described herein shall also include an estimate of the expected duration of the absence.

14.1.1.1 In cases covered by Sections 14.3.3.1 and 14.3.3.2, an employee shall notify the District Office or immediate supervisor as soon as possible so that a substitute may be hired, if needed.

14.1.2 Immediately upon return to active service, the unit member shall complete the *Certificated Leave/Absence Request Form* (refer to Appendix E) and submit it to their immediate supervisor.

14.1.3 The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

14.1.4 A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being.

14.1.5 A unit member's leave will be computed in quarter hour increments (15 minutes) unless a substitute teacher is required. If a substitute teacher is required, a unit member's leave will be computed in half-day increments. Notwithstanding an emergency situation, a leave in quarter hour increments shall not impact other general education classrooms and teachers.

#### 14.2 Illness and Injury Leave

14.2.1 For each year of service, every full-time unit member of the Solana Beach School District shall be entitled to ten (10) days of absence due to personal illness or injury with full pay. Permitted days of absence are

exclusive of all days the unit member is not required to render service to the District. If a unit member does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. A part-time unit member on a regular basis is entitled to a pro-rated amount of sick leave.

14.2.2 Any unused sick leave credit may be used by the unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, the unit member who continues to be absent for purposes of this policy shall receive for up to one hundred (100) days, the difference between his/her salary and the salary of a substitute or the salary that would have been paid to a substitute if one was sought but not secured, or if a substitute was not needed. In order to qualify for the differential pay, a unit member shall first use all accumulated sick leave credit. However, if a school year terminates before the one hundred (100) day period is exhausted, the bargaining unit member may take the balance of the 100 days in the subsequent school year. Only one increment of differential pay shall be allowed for any single illness.

14.2.3 Upon request, if a unit member is absent due to illness, he/she shall furnish a statement signed by a physician verifying his/her illness.

14.2.4 Access to each unit member's accumulated sick leave is available on the paystub which is accessible via the Employee Self-Serve System.

14.2.5 A unit member who must be absent from duty because of disability as a result of pregnancy or convalescence following childbirth is eligible for leave which shall be taken from available sick leave. Under no circumstances is this leave to be used for purposes of childcare. Available sick leave benefits will commence upon certification by a physician that the unit member is disabled because of pregnancy or convalescence from childbirth. Available sick leave benefits will end when the physician certifies that the unit member's disability no longer exists. (*See Maternity Leave for other related leave provisions*).

### 14.3 Personal Necessity

14.3.1 When consistent with the definition of Personal Necessity Leave, a unit member may use up to ten (10) days of current sick leave benefits for Personal Necessity within a given school year without stating specific

reason. The unit member will complete the Certificated Leave/Absence Request Form.

14.3.2 Personal Necessity Leave may be used for circumstances which cannot be expected to be disregarded, necessitate immediate attention, or cannot be addressed during off-duty hours. For example, attendance at a wedding or school graduation of an immediate extended family member, or close personal friend, or child adoption leave shall be appropriate uses of Personal Necessity Leave. However, Personal Necessity Leave shall not be available for discretionary absences such as social events, occupational investigation, family convenience, personal preference or work stoppage.

14.3.3 The following may also be considered Personal Necessity Leave:

14.3.3.1 Death or serious illness of a member of his/her immediate family. Any such leave granted for a death of a member of the immediate family would be in addition to normal Bereavement Leave per section 14.4

14.3.3.2 Accident, involving his/her person or property, or the personal property of a member of his/her immediate family.

14.3.4 Except in the case of emergency, the unit member will submit advance notice for the use of Personal Necessity on *the Certificated Leave/Absence Form* (Appendix E listed).

#### 14.4 Bereavement Leave

14.4.1 Every unit member shall be entitled to a leave of absence on account of the death of any member of his/her immediate family.

14.4.2 No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.

14.4.3 Three (3) days shall be granted for immediate family. An additional two (2) days shall be granted for out-of-state travel. An additional two (2) days shall be granted if death is to a member of the immediate household. Total bereavement leave shall not exceed five (5) days.

14.4.4 For the purpose of this section, members of the immediate family include the mother, father, grandmother, grandfather, or grandchild of

the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

#### 14.5 Industrial Accident and Illness Leave

- 14.5.1 A bargaining unit member, upon the first day of service, shall be entitled to an industrial accident or industrial illness leave of absence, not to exceed sixty (60) working days in any one fiscal year for the same accident.
- 14.5.2 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) work day for each day of authorized absence. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same continuing illness or injury.
- 14.5.3 A unit member absent from duties as a result of an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.
- 14.5.4 Upon termination of the industrial accident or illness leave, a unit member shall be entitled to the sick leave benefits provided and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident leave (provided that an employee who continues to receive temporary disability indemnity will not receive payment of more than his/her full salary).
- 14.5.5 A unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Governing Board.
- 14.5.6 Allowable industrial accident and illness leave shall not be accumulated from year to year.

14.5.7 When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office or the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this Agreement shall be provided by the School District. The benefits provided in this leave are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.

#### 14.6 In-Service Leave

14.6.1 A unit member may, with the recommendation of his/her principal, be granted one (1) day of paid leave each school year for the purpose of improving his/her performance. The District may require the unit member to participate in such in-service activity. Such leave may be used to visit classes in other schools or to attend workshops related to his/her performance.

#### 14.7 Jury Leave

14.7.1 A unit member shall be entitled to as many days of paid leave as are necessary for jury duty.

14.7.1.1 Pay for jury duty, excluding mileage allowance, shall be reimbursed to the District.

14.7.1.2 A unit member who voluntarily postpones required jury duty to a non-work period shall be paid the daily substitute teacher rate for each day of jury duty actually served during said non-work period. Evidence of actual jury service (rather than telephone availability) shall be submitted to Director, Human Resources.

#### 14.8 Conference Attendance Leave

14.8.1 The Superintendent, with the approval of the Board, may authorize attendance of unit members at selected professional seminars,

workshops and conferences designed for staff improvement, and the Board may authorize expenses so incurred.

14.8.1.1 Attendance Approval Procedures:

14.8.1.1.1 All requests by unit members to attend conferences at which school or District funds are expended, must be approved by the Board of Trustees.

14.8.1.1.2 The individual requesting approval to attend a seminar, conference or workshops at school or District expense must submit a written request to their school principal or immediate supervisor. The principal or immediate supervisor shall review the request and, if approved, submit the request to the District Office. The request shall be submitted in sufficient time to allow presentation to the Board for their consideration prior to the event.

14.8.1.2 Conference Within San Diego County:

14.8.1.2.1 The Superintendent may authorize mileage, meal and registration fee claims for faculty attendance at conferences within San Diego County. Reimbursements will be treated under the current IRS code.

14.8.1.3 Conferences Outside San Diego County:

14.8.1.3.1 Prior written approval of the Superintendent and Board of Trustees shall be required for attendance and expense reimbursement at conferences that are held outside San Diego County.

14.8.1.4 Guidelines for Transportation and Lodging:

14.8.1.4.1 The most economical and reasonable mode of transportation shall normally be used at all times, and expenses should be kept at a minimum. When two or more unit members attend the same

conference, an attempt should be made to coordinate and share transportation.

#### 14.9 Subpoena Leave of Absence

14.9.1 Subpoena leave shall be provided when a bargaining unit member is absent because of mandatory court appearance as a witness, not a litigant, in response to a subpoena duly served. A unit member shall suffer no monetary loss or gain by reason of this service.

14.9.2 A copy of the subpoena or a certificate of the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the District Office.

#### 14.10 Job Sharing Leave

14.10.1 Shared contracts will be allowed at the ratio of 1 per 10 general education classrooms (rounded to the nearest whole) per site during any school year. It is not recommended that more than one job share be approved at a grade level. Site principals shall have the option of approving job-share proposals based upon the criteria in 14.10.2 and 14.10.4 below. Job shares of varying percentages (50-50, 40-60, etc.) may be approved based upon school need and the quality of the proposal. Teachers may hold a job-share position for two consecutive years. Additional years may be approved by the principal if there is an opening.

14.10.1.1 However, when the situation arises and a full-time certificated teacher who is not assigned to a general education classroom (including by not limited to SLPs, Special Education Teachers, CRTs, et al.) submits an application and is approved to share a contract, the shared contract ratio will be adjusted to a ratio of 1 per 10 full-time equivalent certificated positions (rounded to the nearest whole). It is not recommended that more than one specialist position be approved for a job share per site.

14.10.2 Base requirement to apply for a job-share position are: both teachers must be in permanent status; at least one of the partners must have taught the grade level; at least one of the partners must currently teach at the school site. Priority will be given to the job-share teams where both



teachers are at the same site. Current full-time teachers will be considered before those returning from leave.

- 14.10.3 Teachers occupying shared jobs shall be required to provide the complete range of adjunct duties required of other teachers. Responsibilities of a job-share assignment shall be allocated in accordance with the job-share proposal approved by the principal. Additional duties and responsibilities required of job-share teachers:
- a. Both teachers will attend District-related staff development that occurs during a semester when they are rendering service to the District.
  - b. Both teachers will attend parent-teacher conferences that occur during a semester when they are rendering service to the District.
  - c. Both teachers will share the responsibilities of attending staff meetings, with the teacher in attendance keeping the other teacher informed of all school business.
  - d. Both teachers will be present for five overlapping instructional days, in addition to responsibilities for Back to School Night, conferences, etc.
  - e. Teachers in the job share will substitute for each other whenever possible.
  - f. In the event that one teaching partner cannot complete the school year and the job share is terminated because one teacher cannot complete said job assignment, the remaining partner will return to a full-time position when feasible.

14.10.4 Criteria used to approve a shared contract:

After basic requirements of the job sharing are met (see 14.210.2), the principal will consider factors including teacher compatibility, past successful team participation, and most importantly, the quality of the job-share proposal.

- 14.10.5 Teachers sharing a full-time position are entitled to share the full-time benefit package on a pro rata basis equal to the percentages of the job share. The job sharers must enroll in the District fringe benefits and pay their portion of the premiums by completing the appropriate payroll deduction forms for premium payment. Notwithstanding the above, one member of a job-sharing team may waive rights to his/her share of the

benefits package so that the other member of the team will receive the full 100% package.

14.10.6 Bargaining unit members requesting permission to enter the job-sharing plan shall submit the appropriate application to the site administrator no later than March 1<sup>st</sup> of the prior year. Said application shall include a detailed plan of how the proposed job sharing will function and its design to avoid the impairment of educational opportunities/experiences for students in the job-shared classes. The site administrator shall make the final decision regarding placement and approval of job-sharing contracts.

14.10.7 The District and the Association agree that the decision to approve job-sharing plans shall not be subject to the provisions of Article 10 of this Agreement (Grievance Procedure).

#### 14.11 Other Leaves

##### 14.11.1 General Provisions

Leaves of absence covered under this section shall be subject to the following regulations, in addition to those discretionary powers delegated to the Board of Trustees under state law:

14.11.1.1 A bargaining unit member requesting a leave of absence provided for in this section shall submit said written request, including appropriate documentation, to the Superintendent not later than sixty (60) calendar days prior to the effective date of the requested leave.

14.11.1.2 A bargaining unit member intending to return to active District service following a leave of absence granted under this section shall submit written notification, including any appropriate documentation, of said intent to the Superintendent not later than ninety (90) calendar days prior to the end of the leave if reinstatement is occurring during the school year, or by the prior March 1<sup>st</sup> if reinstatement is occurring at the start of a school year.

##### 14.11.2 Personal Leaves

A bargaining unit member may request a leave without pay for personal reasons. Such leaves may or may not be granted as determined by the

Board and may be for any length up to one (1) year, also as determined by the Board. The beginning dates of such leaves shall normally be established to coincide with normal breaks in the school year. The normal ending date of such leaves shall coincide with the end of the first semester or on June 30<sup>th</sup> of the school year in which requested. The unit member shall notify the District ninety (90) days prior to the ending date of the leave of his/her intent to return to service.

14.11.2.1 When a bargaining unit member is notified of leave approval pursuant to Sections 14.11.1 and 14.11.2 above, a copy of said sections of the contract language shall also be provided. A member on a leave of absence who does not notify the District of his/her intent to return to service by ninety (90) days prior to the expiration of the leave may, at the District's discretion, be deemed to have abandoned his/her service with the District, or may be placed on another mandatory leave.

#### 14.11.3 Health Leave

Upon the exhaustion of the sick leave provisions of this Agreement, the Board shall grant a unit member, upon request, an unpaid leave for health reasons not to exceed the remainder of the school year in which the leave is requested, subject to the following condition:

14.11.3.1 A statement is presented by the unit member's physician to the effect that the unit member is physically or mentally unfit for District service.

#### 14.11.4 Legislative Leave

A unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. A unit member on such leave shall be entitled to return to employment at the end of the leave.

#### 14.11.5 Maternity Leave (Non-Disability)

A unit member who is pregnant may request an unpaid leave of absence and shall be granted such leave according to the following conditions:

14.11.5.1 The beginning date of such leave shall be established to coincide with normal breaks in the school year. The ending

date of such leave shall coincide with the end of the first semester or on June 30<sup>th</sup> of the school year in which requested.

- 14.11.5.2 Intent to return - the employee shall notify the District thirty (30) days prior to the ending date of the leave of her intent to return to service.

#### 14.11.6 Maternity and Paternity Leave for Child Bonding/Child Care

- 14.11.6.1 Pursuant to Education Code section 44977.5, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FLMA) and/or the California Family Rights Act (CFRA), the unit member may use up to 12 consecutive or non-consecutive (refer to 14.11.6.7) work weeks of differential pay at their regular salary earned and available under the illness or injury leave provisions of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The 12 work week differential pay shall be reduced by any period of illness or injury leave, including accumulated illness or injury leave taken during a period of maternity or paternity leave pursuant to CFRA (Government Code Section 12945.2).
- 14.11.6.2 For purposes of this section, “maternity or paternity leave” means child bonding or child care leave within the first 12 months following the birth of the unit member’s child, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member, as provided in CFRA.
- 14.11.6.3 A unity member shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12l-week period in the subsequent school year.
- 14.11.6.4 Leave taken under this section shall be in addition to leave taken by a unit member due to her disability caused by pregnancy, childbirth or related medical conditions.

- 14.11.6.5 A unit member must have been employed at least 1 months from their initial date of employment, to qualify for the benefits under this section.
- 14.11.6.6 When both parents of the child are unit members, each unit member will be eligible for 12 work weeks of child bonding or child care leave.
- 14.11.6.7 The minimum duration of the leave shall be two weeks, except that the District must grant a request for a leave of less than two weeks duration on any two occasions and may grant additional requests.

## 14.12 Catastrophic Leave

### 14.12.1 Catastrophic Leave Bank

The District shall establish a Catastrophic Leave Bank to which eligible employees may donate earned and unused sick and/or vacation leave. Employees who wish to donate may do so by completing the “Catastrophic Leave Donation Form” and returning it by the posted deadline. Donations are confidential, irrevocable, and cannot be rescinded for any reason whatsoever. A donation to the Catastrophic Leave Bank shall be a general donation and shall not be donated to a specific employee or his or her exclusive use. The maximum number of hours which may be accumulated in the Catastrophic Leave Bank is 1,280 hours (160 days).

### 14.12.2 Definition

“Catastrophic illness or injury” is defined as a life-threatening illness or severely incapacitating injury that is expected to incapacitate an employee or eligible member of his or her family (spouse, dependent child under the age of 18, or dependent full-time students up to the age of 25) for an extended period of time, which creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid leave.

### 14.12.3 Solicitation of Donations

Contribution to the Catastrophic Leave Bank shall be solicited during the month of November each school year if there are fewer than 1,280 hours remaining in the Bank. All donation forms must be received by

the Payroll Office no later than the last working day in December of each school year. In addition, donation may be solicited when needed to replenish the Catastrophic Leave Bank.

#### 14.12.4 Donor Qualification

An employee must meet all of the following qualifications in order to make an irrevocable donation to the Catastrophic Leave Bank.

14.12.4.1 The employee must be a permanent employee of the District; for the purposes of this regulation, “permanent” is defined as two or more consecutive years of service in the District for classified and management employees, achievement of permanent status for certificated employees.

14.12.4.2 The employee must have an accumulated sick leave balance of at least thirty (30) days at the conclusion of the preceding school year (or thirty (30) partial days pro rated according to an employee’s fixed schedule for part-time employees).

14.12.4.3 Both full- and part-time employees may donate, provided they have achieved permanent status as defined in this regulation.

#### 14.12.5 Minimum/Maximum Donation

14.12.5.1 An eligible classified employee who wishes to make a donation must donate a minimum of eight (8) hours or one (1) day of sick or vacation and no more than forty (40) hours or five (5) days per year.

14.12.5.2 An eligible certificated or management employee who wishes to make a donation must donate a minimum of one (1) day of sick or vacation leave and not more than five (5) days per year.

14.12.5.3 All references in this regulation to hours of donations for use are based upon full-time employment. Hours of donations for use for part-time employees shall be credited or used on a pro rata basis.

14.12.5.4 All donations to the Catastrophic Leave Bank will remain confidential.

14.12.6 Qualification of Recipient

14.12.6.1 Any permanent (full or part-time) employee suffering from a catastrophic illness or injury or whose spouse, dependent child under the age of 18, or dependent full-time students up to the age of 25 is suffering from a catastrophic illness or injury is eligible to apply for Catastrophic Leave. For the purposes of this regulation, “permanent” is defined as two or more consecutive years of service in the District for Classified and management employees and achievement of permanent status for certificated.

14.12.6.2 The employee must have exhausted all of his or her accrued paid leave credits, including all full days and partial days of sick leave, vacation, and other forms of paid leave.

14.12.6.3 The employee must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving catastrophic leave hours that have been donated to the Catastrophic Leave Bank.

14.12.6.4 The maximum number of days to be used by an employee for a single catastrophic illness or injury shall not exceed 80 days.

14.12.6.5 The maximum number of days to be used by an employee for any number of granted cases of Catastrophic Leave in a single fiscal year (July 1 – June 30) shall not exceed 80 days.

14.12.6.6 Any employee requesting Catastrophic Leave must provide the District with written verification of the catastrophic illness or injury. Such verification must be prepared in writing by a licensed physician of the State of California. The District may require the incapacitated employee or eligible family member to undergo an examination by a physician selected by the District, at the District’s expense,

to verify the injury or illness, the degree of disability, and the anticipated length of disability.

14.12.6.7 Group health plan coverage and premium payments shall be maintained for eligible employees while such an employee is on Catastrophic Leave.

14.12.6.8 An employee is not eligible for District Disability benefits until the granted Catastrophic Leave is exhausted.

#### 14.12.7 Procedure for Approval of Catastrophic Leave

14.12.7.1 All requests for Catastrophic Leave shall be presented in writing to the District's Personnel Office which shall then forward the request to the Governing Committee. All requests will remain confidential. The District shall provide all employees with a copy of this provision. It is the employee's responsibility to satisfy all conditions of eligibility.

14.12.7.2 An employee's requests for Catastrophic Leave shall be reviewed and approved or disapproved by the Catastrophic Leave Governing Committee which shall be composed of five members: a member of the Board of Education, the Superintendent, an administrator, a certificated employee, and a classified employee. The Committee will be chaired by the Director, Human Resources who shall serve as a non-voting member.

14.12.7.3 Governing Committee decisions will be made by consensus, when possible. When a consensus cannot be reached, governing decisions will be made on the basis of a majority vote; four votes will constitute a majority.

14.12.7.4 The governing Committee's decision to deny an employee's request for Catastrophic Leave is final and not subject to the grievance procedure.

14.12.7.5 The Solana Beach School District shall be held harmless from any and all claims, attorney's fees, judgments, costs, or settlements arising from the administration of this section.



#### 14.13 Miscellaneous

- 14.13.1 A unit member on a paid or unpaid leave of absence shall be entitled to return to a certificated position with the District.
- 14.13.2 A unit member on paid leave shall receive credit for annual salary increments provided during his/her leave.
- 14.13.3 A benefited unit member on paid leave shall receive during his/her leave all other unit member fringe benefits, to the extent not expressly prohibited by law.
- 14.13.4 A unit member on unpaid leave shall have the opportunity to pay voluntary fringe benefit premiums, and continue all benefits at his/her expense.

#### 14.14 Family Care Leave

- 14.14.1 A Unit member who has been employed one year as a regular certificated employee of the District, and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the District shall be eligible for Family Care Leave for up to twelve (12) work weeks within a twelve (12) month period.
- 14.14.2 Family Care Leave means leave for reason of:
  - The birth of adoption of the unit member's child, or placement of foster child with the unit
  - To care for seriously ill child, spouse, or parent
  - The unit member's own serious health condition
- 14.14.3 When applicable, the District may require that a unit member's request for Family Care Leave be supported by a certification, issued by a health care provider of the individual requiring care.
- 14.14.4 Unit members granted Family Care Leave must utilize all available paid leave during the period of leave. Following the exhaustion of all paid leave, the unit member shall be placed on unpaid status for the remainder of the Family Care Leave. For purposes of this section, "available paid leave" means leave for which the employee meets the District's usual requirements for the use of such leave.
- 14.14.5 Group health plan coverage and premium payments shall be paid by the District on the same basis as if the unit member were in paid status.

- 14.14.6 The District may recover from the unit member its cost of premium payments for group health plan benefits paid during periods of unpaid Family Care Leave if the unit member fails to return to work after the expiration of Family Care Leave.
- 14.14.7 The provisions of the leave shall be interpreted with reference to applicable federal regulations (29 C.F.R. 825).

## **ARTICLE 15**

### **DISCIPLINE**

15.1 Discipline of unit members pursuant to this Article shall be subject to the procedures prescribed herein. Cause for discipline shall be as defined in the California Education Code, written Board policies, District rules and regulations and/or the terms and provisions of this Agreement.

#### 15.2 Progressive Discipline

15.2.1 Discipline action shall be initiated at the lowest appropriate administrative level. Progressive discipline shall be utilized except for conduct which is of such a nature and/or the severity of the circumstances warrant a higher level of discipline and/or where lower levels of progressive discipline would not sufficiently redress the conduct.

15.2.2 The parties endorse the principle of progressive discipline. For purposes of this Article, the following steps in correcting and/or modifying behavior shall be taken, where appropriate.

15.2.2.1 Informal or Verbal Warning. The identification and communication of the problem is made verbally. A unit member may request to have an Association representative present when a verbal warning will be used. The context and content of the meeting shall be summarized in writing to the unit member, with direction to correct and avoid the deficiency or misconduct. The verbal warning documentation shall include the name of the unit member who received the verbal warning, the name of the administrator who issued the verbal warning, the date the verbal warning was issued, and a brief description of the content of the verbal warning.

15.2.2.2 Written Warning and Directive. Written warnings and directives may include reference to earlier attempts at corrective action, and include copies of documentation reflecting such efforts, if any. A unit member may request to have an Association representative present at any conference in which a written warning and directive is presented to the unit member. The written warning and directive shall include the name of the administrator who issued the warning and directive, the date the warning and directive was issued, and a brief description of the content of the warning and directive and the remedy sought by the administrator. Any written warning or directive will have an active life of four (4) years at which time it shall not constitute just cause to proceed to the next step of progressive discipline.

15.2.2.3 Written Reprimand. A written reprimand may be used for a severe or repeated infraction or violation. Written reprimands may include reference to and copies of documentation reflecting earlier attempts of corrective action. The written reprimand shall include the name of the unit member who received the written reprimand, and name of the administrator who issued the written reprimand, the date the written reprimand was issued, and a brief description of the content of the written reprimand and the remedy sought by the administrator. Any written reprimand will have an active life

of four (4) years at which time it shall not constitute just cause to proceed to the next step of progressive discipline, provided that the unit member has not repeated the offense in the letter of reprimand

- 15.2.2.4 Unpaid Suspensions. Unless the conduct is of a severe nature or circumstance, no suspension shall be imposed without at least one prior written reprimand relating to the cause(s) for suspension. Pursuant to this Article, the District may only seek suspension of not more than 10 days. Nothing herein precludes the District from pursuing suspensions of more days pursuant to the requirements of the Education Code.

- 15.2.3 Written warnings or reprimands shall be signed and dated by the unit member receiving them. The written warning or reprimand shall inform the unit member that a copy of the documentation will be placed in his/her personnel file and of the right of the unit member to have a written response or rebuttal attached and included in the unit member's personnel file after 10 days. The unit member's signature only acknowledges receipt and not necessarily agreement with the content of the documentation.

### 15.3 Unpaid Suspension Procedures

The following procedures shall apply when, in the judgment of management, the unit member has committed one or more acts or omissions that justify a recommendation for suspension without pay.

- 15.3.1 Before a unit member is suspended, a "Notice of Proposed Discipline" will be personally served or sent by regular and certified mail to the unit member's most recent address on file, with a copy of the same to be forwarded to the Superintendent or designee and a copy placed in the unit member's personnel file. The Notice shall contain:

- 15.3.1.1 A statement of the cause(s) justifying the suspension;
- 15.3.1.2 A description of the events and conduct which necessitated the recommendation, including a summary of the progressive steps of discipline already taken to assist the unit member in correcting his/her deficiencies and/or misconduct, if applicable. The Notice shall specify the rule, policy, procedure or law if it is alleged that such was violated by the unit member.
- 15.3.1.3 A statement specifying the number of proposed days of suspension;
- 15.3.1.4 Notification that the unit member may review and/or make copies of available materials relied upon by the District to make the recommendation;
- 15.3.1.5 Notification of the right of the unit member to a pre-disciplinary meeting with the Superintendent or designee and/or to submit a written response to the proposed action within five days of receiving the Notice. (The deadline for holding the pre-disciplinary meeting or submitting a response may be extended by mutual written agreement of the unit member and the Superintendent or designee.)

### 15.3.2 Pre-Disciplinary Meeting

- 15.3.2.1 Before any suspension is imposed the unit member shall be given the opportunity to attend a pre-disciplinary meeting before the Superintendent or designee, to respond to the charges and causes. At that meeting the unit member will be afforded a reasonable opportunity to provide information for the Superintendent's/designee's consideration before the Superintendent/designee makes a decision regarding the proposed discipline. The proceeding will be informal; there will be no formal cross-examination of witnesses or formal presentation of evidence. The Superintendent/designee will receive all information provided by the unit member and may elect to conduct his/her own further review of information after the meeting and before making his/her determination. The unit member may have a representative of his/her choice attend and represent him/her at the meeting. However, the unit member must be present at the meeting or otherwise waive the right to the pre-disciplinary meeting.
- 15.3.2.2 Within 10 days of this pre-disciplinary meeting, the Superintendent/designee shall make his/her determination and may issue a "Notice of Disciplinary Action" to the unit member, if a suspension will be imposed.
- 15.3.2.3 The "Notice of Disciplinary Action" will be personally served on the unit member or sent by regular and certified mail to the unit member's last known address on file and a copy will be placed in the unit member's personnel file. This Notice shall inform the unit member of the number of suspension days to be imposed and the proposed dates when the suspension will take effect.
- 15.3.2.4 For suspensions of two or fewer days, the unit member's appeal and review shall be limited to the pre-disciplinary meeting with the Superintendent or designee. If the Superintendent approves a suspension of two or fewer days, the Superintendent or designee shall determine the dates when the suspension, if any, will be imposed.
- 15.3.2.5 If a suspension of three to 10 days is imposed, the unit member may appeal the Superintendent's determination to the Governing Board. Such appeal must be filed in writing with the Governing Board within five days of the Superintendent's determination to impose a suspension of three to 10 days. A copy of the appeal shall be forwarded to the Superintendent.
- 15.3.2.6 If the unit member appeals the suspension of three to 10 days, the Board shall consider the "Notice of Disciplinary Action" during the closed session portion of a regular or special board meeting. The unit member has the right to have a representative attend the meeting and represent him/her. However, the unit member must be present at the meeting or otherwise waive the right to address the Board.

- 15.3.2.7 The unit member will be provided with written notice of the time and place of the closed session in which the unit member's appeal will be heard by the Board. Pursuant to Government Code section 54957, the notice shall advise the unit member of his/her right to have the Board hear the appeal in either open or closed session. If the unit member requests the matter be heard in open session, such request must be provided to the Superintendent prior to the day in which the agenda is finalized for the scheduled Board meeting.
- 15.3.2.8 Following the presentation by the parties in closed or open session, the Board shall meet privately to discuss and deliberate and make its decision regarding whether the suspension shall be upheld. The Board has the discretion to reject or modify the proposed number of days of suspension. However, the Board may not increase the number of days of suspension.
- 15.3.2.9 The written decision of the Board shall be served upon the unit member and the Association. The decision of the Board shall be final.
- 15.4 Nothing in this Article shall prohibit the District from instituting discipline, up to and including dismissal, pursuant to the California Education Code. Such actions are specifically excluded from the operation of this Article, and discipline under this Article shall not be regarded as a precondition to proceeding with discipline under the Education Code.
- 15.5 Individual Unit Member Right to Association Representation
- 15.5.1 When the District is conducting an interview and interviews a unit member, if during the interview the District interviewer concludes that the unit member could be subject to discipline, the District shall inform the unit member of his or her right of representation and will allow the unit member a reasonable amount of time to talk with his or her Association representative before the interview continues. If the unit member decides not to obtain Association representation and continues the interview, the unit member shall notify the District in writing prior to the continuation of the interview.

## **Article 16**

### **EFFECTS OF LAYOFF**

16.1 In addition to the provisions of the current collective bargaining Agreement, the District and the Association, through their authorized representatives, have agreed to these provisions relating to the rights of certificated employees' who are subject to layoff on or after July 1, 1996. The provisions of this Article are applicable only to certificated employees who receive official notice of termination of services, in accordance with the provisions of Education Code Section 44955(c). This Article shall not be applicable to those temporary certificated employees who receive notice of non-reemployment for reasons other than those based upon proceedings commenced under the provisions of Education Code Section 44955 and related Education Code Sections pertaining to the layoff of certificated employees.

- 16.1.1 Certificated employees subject to layoff shall be granted those rights which are specified in Education Code Sections 44956 (permanent employees) and 44957 (probationary employees).
- 16.1.2 Certificated employees subject to layoff who possess the same seniority date shall be placed in rank order by a lottery procedure jointly developed by the District and the Association.
- 16.1.3 In addition to other forms of financial assistance, certificated employees subject to layoff shall be entitled to so-called "COBRA" benefits related to ongoing participation in the District's health insurance program.
- 16.1.4 Certificated employees subject to layoff shall be entitled, upon written request, to continued participation in the District's health insurance plan for an additional three month period beyond current contractual provisions, thereby ending said coverage on December 31 of the year in which the layoff notice is received.
- 16.1.5 Notwithstanding any other provision of the collective bargaining Agreement between the parties, an employee who receives a layoff notice, as contemplated herein, may use up to three (3) days of annual, but unused, personal necessity leave for absences necessitated by job

interviews with other prospective employers. The normal District procedures for use of personal necessity leave shall be used in said instances.

- 16.1.6 In consideration of an employee opting for the provisions of sections above, he/she shall agree not to invoke the hearing provisions of Education Code Section 44949.

This article represents the full, final, and complete agreement between the parties regarding the rights of certificated employees subject to layoff.



## **Article 17**

### **SAFETY CONDITIONS OF EMPLOYMENT**

- 17.1 Unit member shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being.
- 17.2 The District shall comply with the mandatory provisions of the California Occupational Safety and Health Act.
- 17.3 A unit member shall report any potentially unsafe or hazardous conditions via the work order system as soon as known and inform the immediate supervisor of the condition and report as soon as possible.
  - 17.3.1 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition as soon as possible.
  - 17.3.2 The District shall make every effort to keep all school grounds and facilities free of blood, feces, mold, rodents, pests, and insects. If insecticides or poisons are used, the District shall post at any affected or impacted worksite the names of the chemicals used at least one week in 72 hours advance of their use, or directly before the chemicals are used in instances of emergencies. The District shall apply these chemicals only at times when unit members and students are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.
- 17.4 By no later than September 30<sup>th</sup> of each year, the immediate supervisor shall provide staff safety and/or information to all unit members. The training and/or safety information will include safety procedures as well as other information as determined annually by a joint safety committee. Said committee shall include at least one unit member representative as per Article 6.4 of this Agreement.
  - 17.4.1 Each school's Site Safety Committee will include at least one unit member. The committee shall develop and annually review the site's facility updates, safety plan, and emergency preparedness plan. The plan shall be distributed to employees on or before the fourth Wednesday of

October of each school year. This site committee will discuss and provide input regarding unique site-specific procedures.

- 17.5 To the extent permitted by law (Education Code 49001), unit members shall be entitled to exercise an amount of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil. Any time a unit member finds it necessary to use such force, the member shall immediately report to their immediate supervisor whether or not the member considered this use of force was necessary to protect themselves or a student. Cases of assault upon a unit member shall be immediately reported and documented as appropriate.
  - 17.5.1 Appropriate documentation will be recorded by both the unit member and their immediate supervisor using the Incident Report and Worker's Compensation Claims which are maintained in the District's Business office.
  - 17.5.2 The District shall provide group or individual training and/or professional learning on a voluntary basis to unit members requesting training, and to unit members determined by the District, on how to subdue assaultive students, break up student fights, and use of conflict intervention skills.
    - 17.5.2.1 Specific training will be offered pending availability and need.
  - 17.5.3 When absence or disability arises from an assault, the unit member shall contact the Business office to file a Worker's Compensation Claim per section 14.5.
- 17.6 Per EC 49079, the District shall notify teacher(s) of a student who has a record of conduct demonstrating that the student has caused, or attempted to cause, bodily injury to any individual at the school site. Proper documentation will occur and be maintained at the site.

- 17.6.1 Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.
- 17.7 A unit member who is assaulted or injured involving a student on school grounds during school hours must report the assault/injury to the immediate supervisor and contact the Business Office to file Worker's Compensation Claim.
  - 17.7.1 A report of assault or injury must be made in writing by the involved unit member who witnessed the incident.
  - 17.7.2 A report of the incident must be sent immediately to the Business Office.
    - 17.7.2.1 Should the injury or assault involve a unit member (even if the unit member is a witness), the unit member will notify the Association within two (2) school day of its receipt and give details in writing within (5) days.
- 17.8 Mutual responsibility for Pupil Discipline
  - 17.8.1 Since the safety of all employees is enhanced when school campuses are kept orderly and well disciplined, the District will provide support and assistance to site employee as they cooperatively maintain an atmosphere conducive to a quality learning environment.
  - 17.8.2 Whenever routine classroom procedures have been appropriately implemented and a student continues to exhibit behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may request a schedule a meeting with the immediate supervisor in order to discuss the situation and possible suggestions and together decide upon appropriate steps for its resolution. If requested, an appropriate specialist may be asked to attend the meeting.
  - 17.8.3 A unit member may suspend a pupil from their class for the day of suspension and the following day for any act that disrupts or diminishes the education process in accordance with Education Code 48910. This includes, but is not limited to threatening physical injury to students or

other school site attendees (teachers, aides, volunteers, etc.), willfully using physical force (not in self-defense) that puts the student or people in the student's vicinity in danger, and bullying.

17.8.3.1 The suspension shall be reported immediately to the immediate supervisor and the student will meet with the administrator for appropriate action.

17.8.3.2 As soon as possible, the teacher will ask the parent or guardian of the student to attend a parent-teacher meeting regarding the suspension. The site administrator shall attend the conference if the teacher or parent/guardian so requests.

17.8.3.3 The student shall not be returned to the member's classroom during the period of suspension without the Unit Member's consent.

17.9 Specialized Student Needs Procedures

17.9.1 The District shall form a team which may include teachers, nurse(s), counselor(s), psychologist(s), and administrators to identify the types of specialized students' needs. Based on current student needs, the team will develop/arrange for the appropriate staff training related thereto at no cost to unit members.

17.10 Any Unit Member's alleged loss or damage to personal property during work-related duties shall be processed under Board Policy 3320 and Administrative Regulation 3320.

## **Article 18**

### **CLASS SIZE**

- 18.1 Unless otherwise provided in this Article, class size shall be governed by appropriate provisions of the California Education Code maximum school-site average (by grade level span) shall be the following:

- Grades K-3 24
- Grades 4-6 28

Special Education maximum caseload per bargaining unit shall be the following:

- Learning Center/Resource Specialist 22
- Severely Handicapped / Special Day Class 12
- Preschool Speech/Language 40
- K-6 Speech/Language 53
- Adapted Physical Education 55

- 18.2 If school-site class size or caseload exceeds the agreement of numbers as specified in Article 17.1 for a period of thirty (30) days, the District shall implement one of the following options:

18.2.1 Re-assign or re-schedule students

18.2.2 Provide instructional aide assistance at no less than 60 minutes/day

18.2.3 Hire additional teachers.

## Article 19

### **FRINGE BENEFITS**

- 19.1 Benefits Cap: The District shall make an annual contribution paid on a tenthsly basis toward the payment of eligible unit members' health and welfare benefit premiums (excluding vision, dental, disability income protection, and life) as stated below:

For 2019

- a. Single .....up to \$7,870.00
- b. 2 Party.....up to \$15,530.00
- c. Family .....up to \$17,634.80

Members who choose a medical plan more expensive than the employer contribution are responsible for the out-of-pocket difference.

For each year that follows, the District's annual contribution for single and 2-party benefits shall increase to meet that year's cost for medical benefits, not to exceed the maximum contribution cap of \$17,634.80.

The employee shall authorize payroll deductions in the necessary amounts to cover excess cost beyond the District's contribution.

- 19.1.2 Subsequent Premium Years: The parties recognize that VEBA and other carriers may raise rates effective January 1. In the event of such an increase, the District shall not be required to increase its contribution unless so negotiated with the Association. The parties agree that failure to agree prior to October 1, shall require the difference to be deducted from the unit member's salary.

- 19.2 A joint employer-employee committee representing all groups of District employees shall review current fringe benefit programs being offered by the District for possible revision/refinement and cost-savings opportunities. The committee shall explore, and may recommend, plan design-changes and cost-containment strategies that minimize cost increases for future premium years.

At any time the parties may meet informally to address committee recommendations. Subject to written agreement, the parties may implement committee recommendations or other cost-containment strategies to offset prospective insurance cost increases that would otherwise be paid for by employees.

19.3 Effective January 1, 2004, the following current miscellaneous insurance plans shall be offered per FTE.

19.3.1 For Premium Year 2018, the District shall cover the annual premium costs for the following insurance plans:

- a. Family Dental (PMI-Full Family)
- b. Delta Dental Premier (Employee + 1)
- c. Life and Accidental Death and Dismemberment (Hartford - \$100,000)

19.4 Teachers on Board-approved unpaid leaves of absence may continue to participate, at their own expense, in the District's health and dental insurance coverage for the period of said leave.

19.5 The Premium Year for bargaining unit members shall be January 1 through December 31. If a unit member works the entire school year and terminates employment between the end of one school year and the beginning of the next school year, he/she shall be entitled to continued fringe benefit coverage by the District until September 30 following termination from active District service.

19.51 Fringe benefit coverage shall begin on the first of the month following the start of District service for: a unit member initially hired after October 1; or a unit member returning to active District service after an unpaid leave of absence during which he/she was not covered by the District fringe benefits.

19.6 Employees who have attained 55 years of age or older, and who have rendered at least twelve (12) years of service to the District, and who retire under a State

Teachers Retirement System (STRS) option on or after 9/1/94 shall receive: a District contribution of 75% of the employee only medical insurance premium provided for in Section 18.2 above. Said contributions shall terminate once the employee reaches eligibility for Medicare.

- 19.6.1 Retiring employees who qualify under the provisions of this section shall receive an additional District contribution of 5% for each year of District service in excess of 12 years.
- 19.6.2 In addition to the medical insurance benefits described herein, eligible retirees shall be provided with the District's HMO (PMI) dental insurance plan. The retiree may elect to receive dental coverage under any other District dental plan that is offered to active employees by paying the difference in premium costs between the HMO plan and optional plan he/she selects.
- 19.6.3 The District's cost of providing retiree health insurance shall not exceed the cost of providing health insurance for active members of the bargaining unit, prorated on the basis set forth above. As an example, if the District's cost of providing current unit members' health insurance is \$300.70 per month per employee in a given year, the District contribution to a retiree who qualified for a 75% contribution would not exceed \$225.53 per month during said year.
- 19.6.4 The District's contribution, if less than the full cost of all medical, dental and other insurance selected by the retiree, shall be contingent upon timely receipt of the retiree's portion of the total contribution.
- 19.7 Except for the provisions of Section 14.10.5 above, a part-time unit member initially hired by the District for an assignment of at least 50% but less than 80% of full-time service, shall receive prorated District fringe benefit contributions in the same rate as the part-time assignment bears to full-time service. Part-time unit member initially hired by the District for an assignment of 80% or more shall receive full benefits.
- 19.8 Full-time unit members, or those with 50% or greater job-share contracts, shall be granted interdistrict transfers for their dependents, if requested.



## **Article 20**

### **SALARIES**

- 20.1 Effective July 1, 2019, the salary schedule shall be increased by 2.44%.
- 20.2 The current task force rate shall be \$40.00 per hour effective July 1, 2018.
- 20.2.1 A member who is asked to present on behalf of the District shall be paid the presenter rate of \$55.00 per hour, effective July 1, 2018.
- 20.3 Teachers new to the District may be required to render up to five additional days of service prior to the start of the school year and shall be compensated for said service at the task force rate.
- 20.4 Compensation stipends for unit members shall be paid provided all of the following conditions are met: (1) participation in the activities is required and directed by the immediate administrator; (2) the activities occur outside of the workday/work year; and (3) the time devoted to said activities exceeds the thirty (30) hour provision in Section 11.2.1.2.
- 20.5 The summer school pay rate shall be \$40.00 per hour effective July 1, 2018. The total amount of compensation for a summer school assignment shall be based on the required days/hours for each program. The Summer School pay rate was negotiated in 2018 and shall be reviewed during negotiations at least every three (3) years.
- 20.5.1 Teachers who are assigned to teach in the SBSD Extended School Year (ESY), shall be paid at their prorated per diem rate of pay in accordance with the Certificated Salary Schedule.

## **Article 21**

### **BEGINNING TEACHER SUPPORT AND ASSISTANCE**

#### **21.1 Beginning Teacher**

- 21.1.1 In order to help new bargaining unit members successfully begin their careers in the District, all newly hired bargaining unit members with less than two (2) full years of fully credentialed teaching experience will be required to participate in the BTSA Program. All bargaining unit members who possess a preliminary credential, intern credential, emergency credential, or other approved California provisional credential are required to participate in the BTSA Program.
- 21.1.2 Unit members who are BTSA Support Providers shall provide approximately the same amount of service beyond the workday/work year as the North Coastal BTSA Consortium's Support Providers, and receive the same stipend as said providers. If said service is for less than a full school year, the stipend amount shall be prorated accordingly.
- 21.1.3 A teacher in his/her first or second year of BTSA shall count BTSA as his/her committee service unless otherwise specified as determined by Article 11.2.1.2

## **Article 22**

### **SAVINGS PROVISION**

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

## **Article 23**

### **CONCERTED ACTIVITIES**

- 23.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities related to concerted activities, or other interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 23.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. It is agreed and understood that the District will not lockout employees during the terms of Agreement.
- 23.3 It is understood that in the event this Article is violated by the Association, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any employees and/or the Association.

## **Article 24**

### **SUPPORT OF AGREEMENT**

- 24.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and Association will support this Agreement for its term.

## **Article 25**

### **EFFECT OF AGREEMENT**

- 25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State Laws to the extent permitted by State Law.

## **Article 26**

### **COMPLETION OF MEET AND NEGOTIATION**

26.1 For the duration of this three-year agreement, there will be no reopeners for year one (2017/18) and year two (2018/19).

In year three (2019/20), SBSB and SBTA agree to reopeners in salary and benefits and two (2) Articles in the collective bargaining agreement.

To reopen negotiations, the requesting party shall notify the other party in writing on or before April 1, 2019 for school year 2019/20.

## **Article 27**

### **TERM OF AGREEMENT**

- 27.1 The term of this Agreement shall be for three (3) years effective July 1, 2017 through June 30, 2020. This Agreement shall remain in full force and effect up to and including June 30, 2020 and thereafter shall continue in effect unless either party shall notify the other in writing no later than April 1, 2020, of its request to modify, amend, or terminate the Agreement.



**SIGNATURES**

The signatures that follow indicate that the Board of Trustees and the Association have ratified this Agreement.

*Revised 3/2018 per SBSD/SBTA Tentative Agreement*

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date

## **Appendix A**

2019-20: Certificated Salary Schedule – Group 03

2019-20: Program Specialist Certificated Salary Schedule – Group 05

2019-20: Educational Psychologist Certificated Salary Schedule – Group 05

2019-20: Educational Psychologist II Certificated Salary Schedule – Group 05

## Appendix B

### **Degree/Credential/Certificate Stipends**

(Annual Stipends prorated to percent of FTE)

- \$200 California Reading Specialist Certificate
- \$1,250 National Board Certification
- \$1,750 Master's Degree (limited to one Master's stipend)
- \$3,000 Doctorate Degree
- \$1,000 Speech Language Pathologist holding a Certificate of Clinical Competence
  
- For Special Education Teachers and Speech Language Pathologists
  - \$500 Temporary or Probationary Status
  - \$1,000 Years 1 – 4 of permanent status
  - \$1,500 Years 5 and beyond

## Salary Schedule Guidelines

### MOVEMENT ACROSS COLUMNS

1. Official transcripts must be received on or by the quarterly deadlines, specified below, to allow the salary column increase to be effective for the next quarter. Only successfully completed college units earned in upper division or graduate college course work from a college or university accredited by the Western Association of Schools and Colleges or Regional affiliate thereof, may be used for advancement on the salary schedule. Summer school college credits shall be completed prior to the first day of employee service in the regular school year.

Quarterly deadlines are June 30, September 30, January 31, and March 30.

The following college units shall be approved and accepted for movement across columns:

- a. Courses directly related to a currently held credential being used to render District service;
  - b. Courses within college major or minor field of study;
  - c. Courses directly related to a current assignment;
  - d. Courses related to an advanced degree, directly related to a current assignment, or to college major or minor field of study and;
  - e. Courses taken at the specific and written suggestion of the Superintendent, or his/her designee, in order to qualify for a different District assignment.
2. Prior to enrolling in college units referred to in the above criteria, an employee may seek clarification from the Superintendent or his/her designee regarding the acceptability of such units. An employee may petition the Superintendent or his/her designee for movement across columns credit for college units that are beyond the criteria listed above. Normally, said petition shall be submitted in reasonable advance of enrollment in such courses.
  3. Applications for movement across columns for the ensuing year shall be in writing on a form provided by the District and submitted to Human Resources by the quarterly deadlines.

### EXPERIENCE STEPS

1. One (1) year of salary schedule credit, to a maximum of four (4), shall be granted for each year of full-time, prior elementary public school teaching experience rendered on the basis of a valid regular public-school teaching credential; the maximum step placement for a teacher new to the District shall be Step Five (5). To receive credit for a year of experience, an employee must be in paid status for 75% of the days required service for his/her classification.
  - 1.1 For appropriately certificated Speech Pathologists hired after the end of the 2005-06 school year, a maximum of ten (10) years of salary schedule credit shall be granted for each year of full-time professional experience in a public or non-public school or non-public agency setting providing direct services to children; the maximum step placement for a Speech Pathologist

new to the District shall be Step Eleven (11). To receive credit for a year of experience, an employee must be in paid status for 75% of the days required service for his/her classification.

2. To be eligible for a step increment, a part-time employee must work approximately .5 FTE/Year and shall receive a step increment after two (2) consecutive years of said part-time employment (that combine to 100% over those two (2) consecutive years).



# **2015 Final Rates EXHIBIT "C"**

**Solana Beach School District**

**Bargaining Unit: All**

**Effective Date: January 1, 2015 - December 31, 2015**

| CALIFORNIA PLANS |  |           |           |                        |            |
|------------------|--|-----------|-----------|------------------------|------------|
|                  | Plan                                       | VEBA Tier | Rate      | Monthly                | Tenthly    |
|                  |  |           |           | Early Retiree<br>COBRA | Active     |
| UnitedHealthcare | Performance HMO<br>Package A:<br>Network 1 | 10        | Single    | \$574.91               | \$689.89   |
|                  |  |           | Two Party | \$1,136.27             | \$1,363.52 |
|                  |  |           | Family    | \$1,595.25             | \$1,914.29 |
|                  | Performance HMO<br>Package A:<br>Network 2 | 10        | Single    | \$746.32               | \$895.58   |
|                  |  |           | Two Party | \$1,478.83             | \$1,774.59 |
|                  |  |           | Family    | \$2,078.00             | \$2,493.60 |
|                  | Performance HMO<br>Package A:<br>Network 3 | 10        | Single    | \$861.87               | \$1,034.24 |
|                  |  |           | Two Party | \$1,709.83             | \$2,051.79 |
|                  |  |           | Family    | \$2,403.61             | \$2,884.33 |
| Kaiser           | Signature Value<br>Alliance HMO            | 5         | Single    | \$765.02               | \$918.03   |
|                  |  |           | Two Party | \$1,470.91             | \$1,765.09 |
|                  |  |           | Family    | \$2,051.94             | \$2,462.33 |
| Kaiser           | Kaiser 0<br>Rx: \$5/\$10,<br>30-Day Drug   | Standard  | Single    | \$518.58               | \$622.30   |
|                  |  |           | Two Party | \$1,024.71             | \$1,229.65 |
|                  |  |           | Family    | \$1,444.78             | \$1,733.73 |

*Rates Include: Medical, Prescription, Optum Chiropractic, EAP  
and Behavioral Health benefits*