



**EMPLOYER-EMPLOYEE RELATIONS AGREEMENT**

**BETWEEN**

**THE GOVERNING BOARD OF THE  
SAN BRUNO PARK SCHOOL DISTRICT**

**AND**

**THE SAN BRUNO EDUCATION ASSOCIATION/  
CALIFORNIA TEACHERS ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION**

**JULY 1, 2021 THROUGH JUNE 30, 2024**

**Governing Board**

**SAN BRUNO PARK SCHOOL DISTRICT**

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**SAN BRUNO EDUCATION ASSOCIATION**

<b>Karen Byrne</b>	<b>President</b>
<b>Robert Darling</b>	<b>Chief Negotiator</b>

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## **Article 1**

# **AGREEMENT**

1.1. The Board of Trustees of the San Bruno Park School District, hereinafter referred to as the "District" and the San Bruno Education Association/California Teachers Association/National Education Association, hereinafter referred to as the "Association", hereby agree to the following articles and provisions, hereinafter referred to as the "Agreement".

## Article 2

### **RECOGNITION**

2.1. The District hereby recognizes the Association as the exclusive representative of all certificated employees of the San Bruno Park School District, including those employed by specific action of the District on a temporary written contract for all or part of a school year, but only while so employed, and excluding (a) employees designated as management employees by the District in accordance with Government Code Section 3540.1, (b) employees designated as supervisory employees by the District in accordance with Government Code Section 3540.1, (c) employees designated as confidential employees by the District in accordance with Government Code Section 3540.1, (d) substitutes of whatever nature or description, (e) summer school employees, and (f) certificated employees working in classified or other non-certificated positions, while so employed.

2.2. The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted out or otherwise transferred out of the bargaining unit unless mutually agreed upon by the District and the Association President.

## Article 3

# WAGES

### 3.1 **Salary**

3.1.1. Unit member salaries shall be in accordance with the salary schedules set forth in Appendix A.

3.1.2. The standard rate of compensation for unit members performing regular instructional duties beyond the regular school day shall be \$50.00 per hour. Positions qualifying for this pay rate shall be those mutually agreed upon by the District and the Association.

### 3.2. **Entry Level Placement on the Salary Schedule**

3.2.1. The Superintendent shall place unit members on the salary schedule according to the provisions of this section. The Governing Board shall ratify the placement.

3.2.2. Credit for service and/or specialty outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of nine (9) years which would place the unit member on step ten (10). Credit for specialty service shall be allowed on the salary schedule at the rate of two (2) years of credit for one (1) year of service for initial placement in the following areas: Special Education, Speech Therapist.

3.2.3. Public and private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience.

3.2.4. Units for salary credit for initial placement must be upper division or graduate courses applicable to the teaching assignment and earned subsequent to a Bachelor's Degree.

3.2.5. Approved units for salary credit must be recorded in the District by September 30 of the school year in order to be credited for salary purposes for the current year. Official verification of college credits shall be an official transcript; official verification may include a grade card or letter from a college or university, provided an official transcript is provided by January 31 of that school year.

3.3. **Advancement on the Salary Schedule for Experience**

3.3.1. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

3.3.1.1 For purposes of advancement on the salary schedule a "year of service" requires a minimum of 135 days (75% of the instructional days) in paid status in the school year.

3.3.2. Salary schedule advancement shall be effective at the beginning of each school year.

3.3.3. Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

3.4. **Advancement on the Salary Schedule for Professional Development**

3.4.1. A unit member must secure prior approval from the Superintendent upon recommendation from the Credit Evaluation Committee for professional study units except as specifically provided herein. Prior shall mean before commencing any work to earn said credit. A unit member may submit completed professional study units without prior approval for consideration by the Credit Evaluation Committee if the unit member provides a written explanation as to why s/he could not seek prior approval. Notwithstanding the unit member's written explanation, any such request may be denied by the Committee in its sole discretion.

3.4.2. The basis for the compensation of unit members for completion of professional study shall be the professional study unit. Professional study units shall be defined as units successfully completed by unit members which meet all of the following conditions as determined by the Credit Evaluation Committee:

3.4.2.1. The professional study is demonstrably related to the improvement of the unit member's service or potential service in the District or be consistent with the school development plan.

3.4.2.2. The professional study is in the form of either a class offered by an accredited school, college, or university or in the form of a workshop.

3.4.2.3. The professional study is carried out after the member has met all requirements for and actually received a bachelor's degree.

3.4.2.4. The professional study is organized and offered by a person, agency, or institution appropriate and competent to do so.

3.4.2.5. The professional study represents an amount of work sufficient to justify the number of units for which credit is requested.

3.4.3. No salary credit shall be allowed for units completed wholly or partially at District expense or during a unit member's normal working hours, unless the District, in its sole discretion, offers District workshops specifically designated as eligible for professional study unit credit.

3.4.4. No credit shall be given for course work which is an approximate duplication of work previously completed.

3.4.5. No more than twenty-four (24) units of salary credit shall be allowed for professional study completed during the period September 1 through-August 31.

3.5. **University or College Credit**

3.5.1. One (1) unit of university or college credit from an accredited school, college, or university shall equal one professional study unit.

3.5.2. Official verification of college credits shall be an official transcript; official verification may include a grade card or letter from a college or university, provided an official transcript is provided by January 31 of that school year.

3.5.3. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds ( $2/3$ ).

3.5.4. Units to be taken under contracted programs which lead to additional California credentials or higher degrees when approved by a college advisor may be submitted to the Credit Evaluation Committee as a total program and taken in any order.

3.5.5. Audited courses will not be approved for salary credit.

3.5.6. A total of fifteen (15) units of lower division credit in foreign language, science, and mathematics or any subject newly mandated by the State will be approved for salary credit. One lower division course per year may be substituted for one of the aforementioned courses, subject to approval of the Credit Evaluation Committee. Not more than six of these substitute units of the total fifteen will be approved. All courses must be deemed beneficial to the unit member and the District.

3.6. **Workshop Credit**

3.6.1. Fifteen hours of instructional time shall equal one professional study unit; such time shall be calculated as the number of hours of actual instructional time, excluding lunch.

3.6.2. Official verification of workshop attendance shall be written verification by the instructor.

3.6.3. Approval may be granted for partial units in multiples of  $1/15$  for approved workshops and such partial units may be accumulated to total whole units, but salary credit shall be allowed only for whole units.

3.6.4. The maximum number of units allowed for any single workshop shall be three (3).

3.6.5. Satisfactory evidence of successful completion of approved professional study units for salary increases must be filed with the Superintendent's designee no later than September 30 of the school year in order for the units to be credited for salary purposes for the current year. If official verification is not provided prior to that date, the request shall be nullified. Responsibility for securing verification and providing it to the District is that of the unit member.



3.7. **Credit Evaluation Committee**

3.7.1. The Credit Evaluation Committee is to act in an advisory capacity to assist the Superintendent in:

3.7.1.1. Evaluating requests presented by unit members for advancement on the salary schedule;

3.7.1.2. Devising and recommending policies governing the Credit Evaluation Committee;

3.7.1.3. Determining the amount of credits to be allowed; and

3.7.1.4. Interpreting and explaining the functions and policies of the Credit Evaluation Committee.

3.7.1.5. Making every effort to guide unit members to earn professional study units that reflect the ranges of curriculum knowledge and professional skills necessary for their assignments

3.7.2. Membership:

3.7.2.1. The Committee is to consist of three members.

3.7.2.2. Two unit members are to be appointed by SBEA.

3.7.2.3. The Superintendent or Associate Superintendent will be a member.

3.7.3. Organization:

3.7.3.1. The members of the Credit Evaluation Committee shall select the Chair from its membership.

3.7.4. Voting:

3.7.4.1. Each regular member is entitled to one vote.

3.7.4.2. A majority vote is necessary to carry an issue.

3.7.5. Regular meetings shall be held at least:

3.7.5.1. The first month of school;

3.7.5.2. The month of January;

3.7.5.3. The month of May; and

3.7.5.4. One week prior to the closing of school.

3.7.6. The day, time, and place of meetings are to be determined by the Chair.

3.7.7. Special meetings may be called by the Chair.

3.8. **Summer School**

3.8.1. Salary for summer school shall be at \$180 per four (4) hour day session.

3.8.2. Preplanning time by the summer school faculty for summer school curriculum development and design shall be provided through release time or compensated at \$45.00 per hour.

3.8.3. Anticipated summer school vacancies will be made known through the distribution of a summer school flyer.

3.8.3.1. Applications for the position of summer school teacher will be submitted to the District Office by May 15. Each applicant will be notified as to the status of her/his application by June 1.

3.8.3.2. All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not meet the needs of the summer school program.

3.8.3.3. Contracts for summer school will be offered on a contingency basis depending upon actual attendance of summer school students.

3.8.3.4. The District will strive to have tentative summer school assignments made by June 1. Any changes in assignments will be discussed with the individuals involved. No unit member will be required to teach summer school.

### 3.10. **Reimbursement for Authorized Travel**

3.10.1. Unit members required to use their cars in the course of their teaching day shall be reimbursed at the District rate.

3.10.2. Authorized travel for unit members shall be reimbursed at the District rate.

### 3.11. **Employment Incentives**

3.11.1. For those unit members initially hired during the 2016-2017 school year and thereafter, the District shall provide hiring incentives for special education moderate/severe teaching credential holders employed to teach and work in District moderate/severe special day classrooms. Such hiring incentives shall be payable in equal annual installments (\$1,500, \$1,500, \$1,500) over the first three (3) years of the unit member's employment.

3.11.2. The District shall reimburse eligible current unit members up to \$7,500 for costs incurred to obtain moderate/severe teaching credentials. In order to be eligible for reimbursement, unit members must agree to be assigned to teach and work in a District moderate/severe special day classroom for at least three (3) years.

### 3.12 **Stipends for Advanced Degrees**

3.12.1 A stipend of \$1,000 will be paid for an earned Master's degree unit a unit member is eligible for the first career increment. Teachers who work less than full time will receive a prorated stipend.

3.12.2 A stipend of \$1,500 in addition to a unit member's salary and longevity will be paid for an earned Doctorate degree. Teachers who work less than full time will receive a prorated stipend.

3.12.3 A stipend of \$1,500 in addition to a unit member's salary and longevity will be paid for an earned and current National Board Certification. Teachers who work less than full time will receive a prorated stipend.

3.13 **Home School Service**

3.13.1 Unit members providing home school service shall receive one (1) hour paid compensation for each five (5) hours spent working directly with students.

3.14 **Short Term Independent Study**

3.14.1 Teachers in a self-contained classroom shall be paid at a rate of 2.5 hours for each five-day week of an IS agreement during which they prepare and grade student IS work (broken down to 0.5 hours per day). If the student does not do and turn in the assigned work, the teacher shall be paid at a rate of 1.25 hours for each five-day week (broken down to 0.25 hours per day). Compensation shall be at the contractual hourly rate set forth in Section 3.1.2.

3.14.2 Teachers in a non-self-contained class shall be paid at a rate of 0.5 hours for each five-day week of an IS agreement during which they prepare and grade student IS work. If the student does not complete the work, the teacher shall be paid at a rate of 0.25 hours for each five-day week. Compensation shall be at the contractual hourly rate set forth in Section 3.1.2.

3.14.3 Teachers shall complete a District IS time sheet and turn in to their site principal for approval signature. No compensation for IS work shall be paid in the absence of an approved IS time sheet signed by the teacher's site Principal or designee. Because of attendance recording, IS pay may be delayed.

## **Article 4**

# **BENEFITS**

4.1. **Health and Dental Insurance**

4.1.1. The maximum annual district contribution towards unit member health and welfare benefits shall be \$13,000, inclusive of the District's minimum employer contribution required under PEMHCA (Gov. Code § 20000 et seq.). This annual benefit is equal to \$1,083.33 monthly from which the mandatory monthly dental insurance premium shall be deducted. The remaining monthly district contribution may be applied to district sponsored medical and/or vision plans. Members who select medical and/or vision plans with a cost exceeding the district monthly contribution shall pay the difference between the District's contribution and the actual premium. The member's share shall be deducted by means of a monthly payroll deduction over their normal pay schedule. For unit members employed 50% FTE or more, this amount shall be prorated.

4.1.2. For unit members employed less than full time, the contribution for dental insurance shall be appropriately prorated.

4.1.3. For purposes of this article only, a dependent shall include any individual who meets California Public Employment Retirement System's (CalPERS) definition of domestic partner, and who otherwise qualifies as an insured. This definition of dependent shall remain if the District and the Association mutually agree to change insurance providers.

4.2. **Tax Sheltered Annuities**

4.2.1. The District will provide payroll reductions for unit members who wish to participate in Internal Revenue Code Section 403(b) plans registered with the State of California.

4.3. **Retirement Program Requirements**

4.3.1. The unit member, hereinafter referred to as "retiree", shall be voluntarily retiring before the age of sixty-seven (67).

4.3.2. The retiree must have rendered ten (10) years of full-time service in the District in a position requiring certification, must be at step ten (10) on the salary schedule, and must be at least fifty-five (55) years of age.

4.4. **Retirement Option I, Extended Service**

4.4.1. Retirees who satisfy all requirements shall be allowed to contract with the District to render limited educational services as independent contractors under the following conditions:

4.4.1.1. Participation shall be voluntary on the part of the retiree.

4.4.1.2. The retiree shall, as an independent contractor, render twenty (20) professional days of educational services each school year. Such services shall be rendered within the specialty or field of expertise of the retiree, and shall be mutually agreed to by the retiree and the District. In the event that a member needs to redesignate their preferred option, it must be done on an annual basis. It cannot exceed the length of benefit initially declared nor incur a greater cost.

4.4.1.3. The retiree shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the retiree and the District of the services to be rendered and the times at which they are to be performed.

4.4.1.4. The retiree shall contract to render such services for a period of one year, and the contract shall be renewed annually for a total period of five (5) years up to and including the fiscal year in which the retiree reaches the age of sixty-seven (67), whichever comes first.

4.4.1.5. The retiree who contracts to render services under this program may not return to regular employment in the District.

4.4.2. For each school year of service (twenty professional days) rendered under this Agreement, the District shall pay the retiree a maximum of five thousand dollars (\$5,000) and the District shall contribute the required minimum annual contribution under PEMHCA directly to CalPERS for medical insurance. In addition, the District will contribute to each retiree, on an individual basis, an amount which, when added to the required minimum annual contribution

under PEMHCA (above), will cover the employee-only medical and dental insurance premiums to a comparable extent as though the retiree were a regular employee of the District. Because STRS requires that the CalPERS premiums be deducted from the retiree's STRS check, the District will provide a non-taxable reimbursement at least once per quarter. Effective July 1, 1996, in order to be eligible for any PERS Care single-only rate program costing more than the highest HMO rate, the unit member must have been enrolled in that program for a minimum of four (4) years; enrollment for less than four (4) years shall entitle the unit member to a maximum of the highest HMO rate plan plus one-half the difference.

4.5. **Retirement Option II, Extended Service with Premium Reserve Account**

4.5.1. Retirees who satisfy all requirements and participate in Option I may elect to place the \$5,000 amount on account with the District in a Premium Reserve Account. These funds may be used to cover the cost of medical/dental programs designated by the retiree beyond the initial five (5) year period during which the District makes medical/dental premium contributions.

4.5.2. Alternatively, funds deposited in the Premium Reserve Account may be used by the retiree to pay for insurance premiums for other members of his/her family.

4.5.3. Should the retiree predecease his or her spouse, the remainder of the retiree's Premium Reserve Account shall insure to the retiree's beneficiary either as a lump sum payment or for the purposes of providing health and dental care under the District's plans available to this spouse at that time.

4.6. **Retirement Option III: Benefits Only**

4.6.1. A retiree who satisfies all requirements may elect to receive medical and dental benefits for himself/herself only, subject to the following restrictions:

4.6.2. The benefit shall be paid for a maximum of ten (10) years or only until the retiree reaches age sixty-seven (67) or only until the retiree becomes eligible for participation in the U.S. Government Medicare Program, whichever is less.

4.6.3. The District shall contribute the required minimum annual contribution under PEMHCA directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will contribute to each retiree, on an individual basis, an amount which, when added to the required minimum annual contribution under PEMHCA (above), will cover the employee-only medical insurance premiums for the plan in which the retiree was enrolled at the time of retirement. Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount. Effective July 1, 1996, in order to be eligible for any PERS Care single-only rate program costing more than the highest HMO rate, the unit member must have been enrolled in that program for a minimum of four (4) years; enrollment for less than four (4) years shall entitle the unit member to a maximum of the highest HMO rate plan plus one-half the difference.

4.6.4. The dental plan shall be the plan currently in place for unit members.

4.6.5. For retirees employed less than full-time, the contributions shall be appropriately prorated, provided the employee was half-time or more.

4.6.6. Full premiums shall be paid by the District for not more than five (5) years from the date the retiree enrolls in the program, after which the District's contribution shall remain the same

until the retiree's benefits end in accordance with the above paragraph. During this time the retiree shall prepay to the District on at least a monthly basis for the difference between the District's contribution for dental benefits at the end of the year and the actual cost of the retiree's benefit. Further, for medical insurance the District will limit the level of nontaxable reimbursement to the amount of its reimbursement at the end of the fifth year.

#### 4.7. **Retirement Option Completion**

4.7.1. When retirees reach the completion of any above option, they may continue in any District group dental plan which is available to retirees by paying the appropriate premium in advance monthly.

4.7.2. When retirees reach the completion of any above option, they may continue in any CalPERS health insurance plan which is available to them by having premiums deducted from their STRS checks.

#### 4.8. **Part-Time Employment with Full-Time Retirement Credit (Ed. Code 44922)**

4.8.1. This part-time employment is limited to a period not to exceed five years after which the employee must retire from the District, and no employee shall participate after attaining the age of sixty-five (65). Any employee in the program who reaches sixty-five (65) during the school year may continue the employee's reduced service for the balance of that year.

4.8.2. As long as enabling legislation remains in effect unit members shall be allowed to reduce their workload from full-time to part-time duties, with full-time retirement credit, under the following conditions:

4.8.2.1. The reduction of the unit member's workload shall be voluntary on the part of the member and the District.

4.8.2.2. The member must have rendered ten years or more of full-time service in the District in a position requiring certification, and must have been employed full-time in such a position for each of the five years immediately preceding entrance into part-time employment.

4.8.2.3. The member must have been employed in a position with a salary range no higher than that of school principal for each of the three years immediately preceding entrance into part-time employment.

4.8.2.4. The member must be at least fifty-five (55) years of age at the beginning of the school year or term in which part-time employment begins, and may not continue in either part-time or full-time employment beyond the year in which he or she reaches age sixty-five (65).

4.8.2.5. The reduced workload must be based on a full school year or term, and the minimum compensation paid or time worked must be equal to no less than one-half time. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the member's contract of employment during his/her final year of service in a full-time position.

4.8.2.6. The employee's regular full-time salary shall be reduced in the same proportion as employment is reduced. District contributions for health and dental plans shall be made in the same manner as for a full-time employee.

4.8.2.7. The member and the District shall contribute to the State Teachers' Retirement System the amount that would be required if employment had continued to be full-time.

4.8.2.8. The reduction of each member's workload must be approved by the Superintendent on an individual basis, (per Ed. Code 44922) after a determination has been made that the reduction is in the best interests of the District and can be accomplished without significant disruption of ongoing programs or services.

4.8.2.9. It is understood and agreed by both parties that the part-time duties shall be rendered in such assignments and at such times during each year as are mutually agreed to by the unit member and the Superintendent, except that when mutual agreement cannot be reached prior to June 15, the duties shall be assigned by the Superintendent.

4.8.2.10. Prior to the start of the school year (July 1) in which part-time employment is to begin, the unit member shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the unit member and the District. The agreement shall be subject to the applicable laws and regulations of the State of California, the lawful rules and regulations of the California State Board of Education, and the rules and regulations of the District. Such statutes, rules, and regulations shall be made a part of the terms and conditions of the agreement as though expressly set forth therein.

4.8.2.11. The agreement shall be automatically renewed each year and shall continue in effect until the end of the school year in which the employee reaches the age of sixty-five (65) or the end of the fifth school year following the signing of the agreement, whichever is less.

## Article 5

# HOURS

### 5.1. **Duty Day**

5.1.1. Unit members shall be required to be at their school or other work sites no more than 30 minutes prior to the beginning of the students' instructional day. Unit members are expected to remain a sufficient amount of time after the latest student dismissal time to take care of professional responsibilities.

5.1.2. On the last day of school, unit members' completion of end of year responsibilities shall be confirmed by the signature of their immediate supervisor on a District developed end of the year checklist.

### 5.2. **Duty-Free Lunch**

5.2.1 Unit members employed full-time shall be provided a continuous duty-free lunch period of no less than 30 minutes.

### 5.3 **Direct Instructional Services**

5.3.1 Except on special schedule days all full-time unit members shall provide direct instructional services to students daily as follows:

TK	290 minutes
Kindergarten	290 minutes
Grade 1	290 minutes
Grades 2-3	290 minutes
Grades 4-5	310 minutes
Grades 6-8	280 minutes

### 5.4 **Preparation Period**

5.4.1. Unit members employed full-time at an intermediate school and serving as a classroom teacher for more than three (3) periods shall be assigned one (1) period per day for preparation and planning.

5.4.2 The district shall assign certificated specialists, to provide students enrolled at an elementary school in grades four and five with 75 to 100 minutes per week of instruction consistent with the district's adopted curricula. As long as the District-adopted LCAP provides funding for physical education for students in grades 1 through 3, such students will receive approximately 40 minutes per week of instruction consistent with the district's adopted curricula. This instructional time is intended to concurrently provide each involved regular classroom teacher with preparation time free of instruction and/or student supervision. Each specialist's schedule shall be determined by the specialist and the school principal(s) using input from the involved teachers.



5.4.2.1. If preparation time teachers are absent, a substitute will be hired. In those cases where a substitute is unavailable, the lost preparation time will be made up to the classroom teacher no later than the end of the trimester or by the end of the school year, whichever comes first.

## 5.5. **Substituting**

5.5.1 **Middle School.** Unit members shall not normally be required to substitute during their preparation period except in the event of sudden illness, accident, emergency, or when substitutes are not available. Unit members will be asked to volunteer. If there are no volunteers, then unit members will be assigned on a rotating basis. If a unit member does provide substitute service during his/her conference/planning period, he/she shall be paid monthly for each period at his/her daily rate (1/6 per period).

No unit member shall be eligible to accrue compensatory time in lieu of compensation after December 31, 2021. Any unit member with an authorized and verified compensatory time accrual as of December 31, 2021 shall be eligible to utilize accrued compensatory time in lieu of compensation through June 30, 2024. Compensatory time must be used in full day increments. Use of compensatory time is limited to one (1) day per week and may not be used on Mondays, Fridays, or the day immediately preceding or following any holiday. Unit members desiring to use a compensatory day must personally notify their site administrator at least three (3) working days in advance. Any unused accrued compensatory time as of June 30, 2024 shall be paid out at the unit member's daily rate (1/6 per period).

Teaching without a Preparation Period: Full time unit members at the middle school level who agree to teach without a preparation period shall be compensated at the rate for the preparation period daily (1/6).

Each teacher providing substitute service during his/her conference/planning period and/or taking additional students in the absence of a substitute shall submit a monthly timesheet, signed by their site administrator, to the Business Office by the 4<sup>th</sup> of the following month. Each unit member will be responsible for recording his/her compensatory leave time accrued on the appropriate District form (Appendix B), having it verified by the appropriate administrator within ten (10) work days of the accrual, and filing a copy with the site office.

5.5.2 **Elementary.** Unit members may be required to take students when a substitute is not available. Each school will designate its own method of distributing students except that classes will be divided so that no more than five (5) unit members receive additional students and no more than six (6) students will be placed in any one class. If there are 31 students in a class to be distributed, one unit member shall receive a 6<sup>th</sup> student. Distribution of the 6<sup>th</sup> student pursuant to this section shall be rotated equitably. Unit members taking students in the absence of a substitute will be paid at his/her daily rate (1/6 per day) to be paid monthly.

## 5.6. **Parent Participation**

5.6.1 Unit members at each site will meet with their site administrator(s) to mutually design and implement programs that invite and encourage parent participation.

5.6.1.1. The programs may include a continuation of "traditional" formats for Back-to-School, parent conferences, and Open House. The respective parties may implement alternative programs, including virtual, which best meet parent, student, and staff objectives at their individual sites.

5.6.1.2. The programs planned and presented at a site will include the participation of unit members at that site and will be held at a time that maximizes parent attendance. Participation in school support groups, such as parent-teacher associations is encouraged.

#### 5.7. **Variations in Weekly Schedule**

5.7.1. The staff at each site may request Board approval of a weekly schedule employing four longer instructional days and one shortened day which maintain the number of state-required instructional minutes. The shortened day in such a schedule is a regular professional day and afternoon staff work time is devoted to staff meetings, teacher collaboration, planning and staff in-services. For those sites having one (1) shortened day a week: one (1) day a month will be reserved for individual planning by regular classroom teachers, one (1) day a month will be reserved for the district, one (1) day will be reserved for site principals, and one (1) day will be reserved for teacher collaboration and SPED. In months with 5 shortened days, the SbPSD-SBEA calendar committee will work to determine that day with a resulting even distribution between district and teacher-directed days.

#### 5.8 **Minimum Days**

5.8.1 These shall include the first and last student days, the day before Thanksgiving recess, winter recess and spring recess. If Back-to-School or Open House are evening activities, the following day shall be a scheduled minimum or shortened day.

5.8.2 **Elementary:** At least twelve (12) minimum days will be used for parent-teacher conferences at the elementary level. Teachers will make every effort to conference every parent during the first conference period. The second conferences shall be required for at-risk students and at the parent's option for other students. Unit members may leave school upon completion of scheduled conferences. All conferences shall be scheduled by unit members who shall make all reasonable efforts to accommodate parents.

5.8.3 **Intermediate:** Three (3) minimum days will be used for parent teacher conferences at the intermediate school. Unit members may leave school upon completion of scheduled conferences. All conferences shall be scheduled by unit members who shall make all reasonable efforts to accommodate parents.

#### 5.9. **Work Year**

5.9.1. The work year for all unit members is 185 days. A unit member voluntarily exceeding 185 days for the regular school year at District request will be paid at the per diem rate based upon her/his annual salary (excluding summer school).

5.9.2 The regular teacher work year shall be 185 days, including 180 days of instruction, 2 teacher work days and 3 days of staff development. The 3 staff development days shall be District-directed with teacher input, consistent with the District LCAP and/or school SPSA's. The two (2) teacher work days shall be structured in a way that allows unit members as much time as possible to prepare for the new school year. At least one (1) of the days will be dedicated to individual teacher preparation. On the second day the site administrator may schedule no more than three (3) hours of site specific work related to starting the school year.

5.10. **Outdoor Education**

5.10.1. Unit members shall be encouraged but not required to attend Outdoor Education with their participating classes. Unit members who do not attend Outdoor Education with their participating classes shall serve in the District for the regular work day in such assignment as the superintendent may designate until their classes return.

5.10.2. Unit members attending Outdoor Education with participating classes shall serve for the entire time during which their respective classes are participating, and for such hours during the day and evening as the District Outdoor Education Coordinator may assign. Such assignments may be shared.

5.10.3. In recognition of the extra time and responsibility involved for unit members accompanying students to Outdoor Education Camp, unit members will be provided with stipends of \$100.00 each per day.

5.10.4. Unit members may travel in their own vehicles at their own expense unless no adult supervision can be provided on the bus. The District will make all reasonable efforts to provide supervision, other than unit members on the bus.

5.11 **Morning Breaks**

5.11.1 All unit members assigned to K-5 sites shall participate in scheduling which shall result in morning breaks no less than 15 minutes for all TK-5 teachers.

5.12. **Professional Responsibilities**

5.12.1. A Professional Responsibilities Task Force shall be formed at each site consisting of the site principal, or designee, and three (3) to five (5) unit members selected by the Association members at that site.

5.12.2. The Professional Responsibilities Task Force shall determine:

5.12.2.1. The tasks and the total number of hours for each task that should be necessary for that school site.

5.12.2.2. The system which would best provide for that school site for equitable distribution of the necessary tasks among the members. Equitable distribution does not necessarily mean the same number of hours. The system shall provide for an opportunity for volunteering for duties prior to any assignments being made by the Professional Responsibilities Task Force.

5.12.3. The Professional Responsibilities Task Force shall meet at mutually agreeable times at the request of either the principal or association representative at the site in an effort to resolve the professional responsibilities assignments prior to the 15th day of September.

5.12.4. In the event the Professional Responsibilities Task Force is unable to resolve an issue, the decision of the site administrator shall be final, except that such decision shall be consistent with the other provisions of this article and shall be based upon the educational needs of the school.

5.12.5. Because a substitute teacher is hired to fulfill all daily instructional and professional responsibilities assigned to the regular teacher during the normal working day, a teacher will be credited with having performed these responsibilities on days of absence.

5.12.6 The principal at each site shall send a list of their site's professional responsibilities to the superintendent who will then share the lists with the president of the association.

## Article 6

# LEAVES

### 6.1. **Miscellaneous**

6.1.1. Days means work days of bargaining unit members, unless otherwise specified.

6.1.2. A unit member on paid leave of absence shall receive normal coverage under District health and dental insurance plans.

6.1.3. A unit member on unpaid leave of absence shall be permitted to continue coverage under District health and dental insurance plans to the extent permitted by the individual insurers by paying to the District the full cost of the premiums.

6.1.4. Any member who was previously employed by another California public school district will be entitled to transfer credit for accrued sick leave, providing that such transfer is requested within the first year of employment.

6.1.5. The District may require that any unit member on unpaid leave provide notice of her/his intent to return. To activate this advance notice, the District shall, before February 1, inform the unit member by personal service or certified mail, return receipt requested, that notice is required. Unless good cause exists, the unit member must respond to the District's advance notice request prior to May 30 or she/he will be deemed to have declined employment and her/his services may be terminated as of June 30th. (EC44842)

6.1.6. Each unit member will work with the District to minimize the combined total of his/her days out of the regular assignment resulting from use of leave, training opportunities, or professional obligations such as committee participation or special project work.

6.1.7. Deductions for leaves shall be rounded to the nearest hour increment if the leave is less than one day for those unit members who work at the middle school.

### 6.2. **Sick Leave**

6.2.1. Unit members shall use sick leave only for illness, injury, or quarantine and shall so certify on a District form immediately upon return to work. Up to five (5) days of sick leave shall be available for the care of a sick family member. For the purposes of this article, family shall be defined as per Section 6.8.2 – Bereavement Leave.

6.2.2. Unit members absent because of an accident and members absent seven (7) days or more because of illness shall furnish a written release from a licensed health care practitioner before being allowed to return to work.

6.2.3. Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first work day of each year. Sick leave which is not used shall accumulate from year to year without limit.

6.2.4. Unit members who work less than full-time shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.

6.2.5. The District shall provide each unit member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall normally provide an accounting of such days to unit members by November 1 of each school year.

6.2.6. Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive up to one hundred (100) days of Extended Sick Leave. A unit member on Extended Sick Leave shall be paid her/his normal daily rate of pay minus the Board adopted rate of pay for a substitute per day up to a maximum of fifty (50) percent of member's normal daily rate. Unit members on Extended Sick Leave shall furnish the same release by a licensed health care practitioner before being allowed to return to work as required after seven (7) days or more for regular sick leave.

6.2.7. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her licensed health care practitioner.

### 6.3. **Jury Duty/Witness Leave**

6.3.1. A unit member shall be granted leave, without loss of pay, to appear in court as a witness under official order, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

6.3.2. Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than her/his regular pay.

### 6.4. **Personal Leave: Full Schedule**

6.4.1. An unpaid leave of absence not to exceed one calendar year may be granted to a unit member on request for personal reasons. The following terms and conditions must be met:

6.4.2. The unit member shall submit a written request to the District Office specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested. Except in cases of extreme and verifiable emergency, requests for Personal Leave: Full Schedule for a school year beginning July 1 must be made by May 1 of the preceding year.

6.4.3. The request, if granted, shall be approved by the member's immediate supervisor and by the superintendent.

6.4.4. Upon request the unit member may be granted one additional consecutive leave not to exceed one (1) year.

6.4.5. A unit member who has been granted a leave of absence for personal reasons shall return to work no earlier than the first work day following the last date of leave specified in the written request.

6.4.6. Investigation of employment alternatives, either in an equivalent position or a new occupation is not an acceptable reason for Personal Leave.

#### 6.5. **Personal Leave: Partial Schedule**

6.5.1. An unpaid leave of absence resulting in part-time employment not to exceed one calendar year may be granted to a unit member on request for personal reasons. The following terms and conditions must be met:

6.5.2. The unit member shall submit a written request to the District Office specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested. Except in cases of extreme and verifiable emergency, requests for Personal Leave: Partial Schedule for a school year beginning July 1 must be made by May 1 of the preceding year.

6.5.3. The request, if granted, shall be approved by the member's immediate supervisor and by the superintendent.

6.5.4. Personal Leave: Partial Schedule may be continued for up to two years, subject to the terms and conditions above.

6.5.5. Any Personal Leave: Partial Schedule approval is subject to determination of the availability of suitable replacement personnel.

6.5.6. Benefits to those unit members on Personal Leave: Partial Schedule shall be prorated.

6.5.7. A unit member who has been granted a Partial Schedule leave of absence for personal reasons shall return to work no earlier than the first work day following the last date of leave specified in the written request.

6.5.8. Investigation of employment alternatives, either in an equivalent position or a new occupation is not an acceptable reason for Personal Leave: Partial Schedule.

#### 6.6. **Job Shares**

6.6.1. Two tenured teachers, with the recommendation of the principal and approval of the Superintendent, may share one teaching position for a minimum of one year provided the Superintendent determines each year this is in the best interest of the students.

6.6.2. In no event shall the total amount of health and welfare benefits for the job-shares exceed the amount the District would have paid if the position had not been shared.

6.6.3. Requests for shared teaching positions must be submitted yearly to the Superintendent by March 15. Requests must include the following:

6.6.3.1. Verification of excellent teaching evaluations for the prior two years;

6.6.3.2. Method(s) to be used to maintain curriculum continuity;

6.6.3.3. Process(es) to be used to remain current in terms of responsibilities when staff meetings cannot be attended and to remain current in terms of individual and collective students; and

6.6.3.4. Approval of supervising principal.

6.6.4. Salary and benefits to those unit members on Partial Schedule Personal Leave shall be prorated.

6.6.5. Each job-sharing unit member shall receive a salary schedule increment each year.

6.6.6. If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, whenever possible the unit member will be returned to her/his original school. If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which she/he is credentialed to teach and in conformance with the provisions of this Agreement. Teachers not returning to the position held immediately prior to the job share shall be deemed involuntarily transferred pursuant to Article 7.

#### 6.7. **Personal Necessity Leave**

6.7.1. With the site administrator's verification of no adverse impact on students or the District, Personal Necessity Leave, earned under Section 6.2., Sick Leave, may be used at the unit member's election for the purposes identified below; the unit member will indicate the applicable category of leave on the District form (Appendix C):

6.7.1.1. conducting personal business which cannot be attended to outside of normal work hours;

6.7.1.2. leave to attend the funeral of other than immediate family as defined in Section 6.8; or

6.7.1.3. additional Bereavement Leave.

6.7.2. Personal Necessity Leave, earned under Section 6.2., Sick Leave, may be used at the unit member's election for the purposes identified below; the unit member will indicate the applicable category of leave on the District form (Appendix C):

6.7.2.1. accident involving unit member's person or property or the person or property of a unit member's immediate family;

6.7.2.2. immediate family illness;

6.7.2.3. appearance in court as a litigant or as a witness under an official order; a copy of the court order or official evidence must be submitted as verification;

6.7.2.4. imminent danger to unit member's property;

6.7.2.5. adoption of a child; or

6.7.2.6. religious observance.



6.7.3. The site administrator will be given advance notice of the leave, including the duration, to the extent that emergencies or circumstances beyond the unit member's control do not preclude such notice. The District has the right to clarify the nature of personal business.

6.7.4. Normally this leave may not be used for the extension of a holiday or break or other employment.

6.7.5. In extremely unusual situations the District may grant extended necessity leave beyond the seven day maximum specified in Education Code 44981.

6.7.6. If the unit member elects not to use sick leave for any of the preceding purposes, a deduction will be made from salary at the unit member's daily rate.

#### 6.8. **Bereavement Leave**

6.8.1. On account of the death of any member of a unit member's immediate family the unit member shall be entitled to a bereavement leave not to exceed five (5) days, or seven (7) days if travel over 200 miles is required. The amount of such leave shall be determined by the Superintendent or designee and will not be deducted from the unit member's sick leave or other leave granted by the District.

6.8.2. "Immediate family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle and any person living in the household of the unit member.

6.8.3. Additional bereavement leave, including that for persons other than members of the immediate family is provided under Section 6.7.1., Personal Necessity Leave.

#### 6.9. **Family Leave**

6.9.1. Unit members shall have the rights set forth in the federal Family Medical Leave Act of 1993 (FMLA), the California Family Rights Act (CFRA), and their implementing regulations, as amended. The language of this Agreement shall neither reduce nor expand the benefits provided by law. The interpretation of the rights set forth in this Section shall be resolved through reference to the specific language contained within the Acts, regulations and applicable court decisions. Unit members may elect to pursue remedies concerning any dispute or issue related to this Section under either this Agreement or the applicable Acts, but not both.

#### 6.10. **Personal Day**

6.10.1. Unit members are entitled to three (3) days for personal leave per school year. Unit members will provide at least three (3) days advance notification. Personal leave will not be used for other employment or an extension of a holiday or break, and may be taken in full days only,

6.10.2. Days utilized for personal leave will be deducted from sick leave. If a unit member elects not to use sick leave, a deduction will be made from salary at the daily rate.

6.11. **Sabbatical Leave**

6.11.1. Sabbatical leave shall be defined as a paid leave granted to a unit member for a school year or less for study, research, travel or any combination of these and may be granted to eligible unit members in accordance with the following provisions:

6.11.2. Eligibility: All members employed full-time who fulfill the requirements listed below are eligible and may apply for sabbatical leave.

6.11.2.1. The member has served in a certificated position or positions in the San Bruno Park School District for seven (7) or more consecutive years of full-time service immediately prior to the sabbatical year.

6.11.2.2. The member has not been granted a sabbatical leave during the seven years immediately prior to the sabbatical year.

6.11.3. Application: An application for sabbatical leave must be completed and submitted to the personnel office by March 1 of the year preceding the year in which the leave is to be taken. Applications for sabbatical leave must be approved by the Superintendent and Board.

6.11.4. Purposes and Conditions:

6.11.4.1. The Board may grant sabbatical leave to an eligible member for professional study at an accredited college or university, independent study or research, travel, or any combinations of these.

6.11.4.2. The proposed activities must be demonstrably related to the member's service or potential service in the District and must represent an amount of work sufficient to justify the time spent.

6.11.4.3. A member who wishes to request a sabbatical leave shall submit an application specifying the beginning and ending dates of the leave, the activities the member intends to pursue while on leave, the purposes for which he or she intends to pursue them, how the activities are related to the member's present or potential service in the District, and the form in which the member will report the results of the activities at the end of the leave.

6.11.4.4. A full-year sabbatical leave shall be considered to begin on July 1 and to end on June 30. A half-year sabbatical year shall be considered to begin on July 1 and to end on the day that completes one-half of the member's assigned number of work days OR to begin on the day after the day that completes one-half of the member's assigned number of work days and to end on June 30. Sabbatical leaves may be granted for other fractions of a year provided that each such leave granted begins on July 1 OR ends on June 30, and provided further that each such leave shall be considered to be for that fraction of a year which equals the fraction of assigned work days spent on leave. In no event shall a sabbatical leave be granted for less than a half-year.

6.11.5. Compensation and Other Terms:

6.11.5.1. A member granted sabbatical leave shall carry out all of the activities specified in the approved program, and shall render at least two years service in the San Bruno Park School District immediately after the end of his or her leave.

- 6.11.5.2. The sabbatical leave agreement is as binding as a contract. Failure to comply with the terms and fulfill the conditions described in this section can result in the loss of all or part of a member's sabbatical leave salary.
- 6.11.5.3. A member granted sabbatical leave shall be paid one-half of his or her salary while on leave in accordance with the provisions of the appropriate District salary schedule in effect during that year. The District shall also pay one-half of the cost of the member's regular health and dental plan benefits provided the member pays the other half.
- 6.11.5.4. The year in which a sabbatical leave is taken shall be counted as a leave of service and experience on the salary schedule.
- 6.11.5.5. No salary credit shall be allowed for professional growth units completed wholly or partially while on sabbatical leave.
- 6.11.5.6. For retirement purposes, the year in which sabbatical leave is taken shall be counted as one year minus one-half of the fraction of a year spent on sabbatical leave.
- 6.11.5.7. No days of sick leave shall be allowed for a sabbatical leave.
- 6.11.5.8. The District may, but is not obligated to, reimburse the member for the cost of any materials developed during the sabbatical year for use in the District. Such costs shall represent direct out-of-pocket expenditures by the member and shall be approved by the Superintendent.
- 6.11.5.9. During the sabbatical year a member on sabbatical leave shall furnish such reasonable evidence as the Superintendent may require to verify that the member is complying with the terms and conditions upon which the leave was granted. The Superintendent shall request such verification no less than once during the sabbatical year, and may request it more often if, in the judgment of the Superintendent, this is necessary or desirable.
- 6.11.5.10. A member on sabbatical leave shall notify the Superintendent immediately of any unforeseen circumstances during the sabbatical year that prevent the member from fulfilling the terms and conditions upon which the leave was granted. Such circumstances shall be reported to the Superintendent and the member shall not be entitled to further sabbatical leave salary unless an alternative plan is approved by the Superintendent. A member who cannot or does not fulfill the terms and conditions upon which the sabbatical leave was granted shall only be entitled to that portion of the sabbatical leave salary which represents the percentage of work completed or terms and conditions fulfilled, as determined by the Superintendent.
- 6.11.5.11. If an accident or serious illness prevents a member on sabbatical leave from fulfilling the terms and conditions upon which the leave was granted, the member shall notify the Superintendent by registered letter within thirty (30) days of the accident or first day of illness. The member shall be placed on sick leave retroactive to the day of the accident or first day of illness, and the sabbatical leave shall be canceled. No restitution of any sabbatical leave salary paid up to the first day of sick leave shall be required, provided that proper notification to the Superintendent was made.
- 6.11.5.12. If a sabbatical leave is canceled and the member is able to return to service during the sabbatical year, the member shall be reassigned in the manner that best meets the District's needs, but every effort shall be made to place the member in an assignment similar to the one he or she held prior to going on leave.

6.11.5.13. If death prevents the member from fulfilling the terms and conditions on which the leave was granted, no repayment of salary will be required from the member's estate.

6.11.5.14. The District shall not be liable for the payment of any compensation or damages provided by law for the death or injury of any member while the member is on sabbatical leave.

6.11.5.15. The number of leaves granted each year by the Board shall depend upon the funds available. In no case will the number of leaves granted equal more than one per hundred members or major fraction thereof in service during the sabbatical year.

6.12. **Leave to Hold Public Office**

6.12.1. A unit member who is elected to public office requiring full-time service shall be entitled to an unpaid leave of absence for the length of his/her first term in office or one (1) year, whichever is greater.

6.12.2. The member shall notify the Board of his/her intended return to District employment at least 90 days in advance.

6.12.3. A unit member who is elected to a local office requiring less than full-time service may be granted a total of five (5) days leave without loss of pay in any one school year to attend to duties arising out of the office, subject to the approval of the Superintendent. Time off granted in excess of five (5) days may be compensated at the rate of the difference between the member's daily rate of pay and the rate actually paid the substitute.

6.13. **Military Leave**

6.13.1. In accordance with the Education Code, military leave of absence shall be granted to unit members inducted into military service or serving on active service with the Reserves or National Guard. Members who are inducted into military service and those who have served in the Armed Forces of the United States of America shall receive credit for such service if the service is or was performed after the member's actual teaching experience or experience in another credential service. Any unit member who has been placed on the salary schedule in accordance with a previous salary schedule provision which recognized military service, no matter when it was performed, shall be advanced on the salary schedule without penalty.

6.14. **Workers' Compensation Leave**

6.14.1. The purpose of the article is to communicate the rights of employees to Workers' Compensation benefits; there is no intent to expand benefits or rights.

6.14.2. Eligibility: A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate District form within 24-hours or as soon as physically practical. To be eligible for Workers' Compensation leave a unit member claiming such leave shall be examined by a physician approved by the District Workers' Compensation insurance carrier, or by his/her personal physician previously designated on a District form. The District's determination of eligibility for Workers' Compensation leave shall be subject to review by the Workers' Compensation Appeal Board, if challenged.

6.14.3. Allowable leave shall be for sixty (60) days when the unit member would otherwise be performing duties, in any one fiscal year for the same accident/illness. Leave paid by Workers' Compensation Insurance shall not be charged to regular sick leave. If the three-day waiting period is not paid by Workers' Compensation Insurance, it will not be charged to sick leave.

6.14.4. Unused allowable leave shall not be accumulated from incident to incident. The 60-day leave shall commence on the first day of absence.

6.14.5. During the paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received. The District shall issue the unit member appropriate salary warrants.

6.14.6. Workers' Compensation leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.

6.14.7. Any unit member receiving workers' compensation benefits may travel outside of the State of California for a period not to exceed thirty (30) days if approved by the superintendent or his/her designee. The unit member shall file his/her request to travel with the superintendent stating the reasons for travel, departure date, location, mailing address and return date.

6.14.8. Travel outside of the state in excess of thirty (30) days may be approved by the superintendent if:

6.14.8.1. The unit member files with the superintendent a verification from a physician that travel outside of the state in excess of thirty (30) days is necessary for medical care or treatment, or

6.14.8.2. The unit member verifies that care can be provided more reasonably in the home of a relative or friend. In such a case, the District may require periodic verification by a physician that the unit member is still disabled and unable to return to work.

#### 6.15. **Catastrophic Leave Bank**

6.15.1. Unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

6.15.1.1. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

6.15.1.2. Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave during the period as defined in section 6.15.2 below. Catastrophic leave credits may be used in full day increments only.

6.15.2. Procedure for Contributing Sick Leave Credit

6.15.2.1. Unit members may contribute not more than one (1) sick leave day in any one school year.

6.15.2.2. If a minimum of thirty (30) unit members fail to contribute sick leave credits to the leave bank in two consecutive open enrollments, the catastrophic leave provisions shall automatically be rescinded and any unused sick leave credits in the leave bank shall be returned (on a proportional basis full days only, amounts less than full days are forfeited) if necessary, to those who donated credits and who did not use any leave bank benefits.

6.15.2.3. Sick leave credits may only be contributed during an open enrollment period specified by the Association. Unit members who do not contribute during such open enrollment period may not participate in the leave bank program, and may not contribute until the next open enrollment period as determined by the Association. Newly hired unit members may contribute to the leave bank within their first thirty days of employment.

6.15.2.4. Contributions of sick leave credits are irrevocable and shall be in full days only.

6.15.3. Association Committee

6.15.3.1. An Association committee comprised of three (3) representatives and an alternate will administer the provisions of this leave bank.

6.15.3.2. The Committee will determine unit member eligibility for catastrophic leave; determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and catastrophic leave.

6.15.3.3. The committee will establish procedures for requesting and donating sick leave credits and will act prudently to ensure that a sufficient number of days are in the leave bank to meet anticipated needs.

6.15.3.4. The committee will approve and designate appropriate forms for donating and requesting catastrophic leave credits; determine the method of proration for sick leave days returned to donors upon discontinuance of the program; and, be bound by appropriate rules of confidentiality.

6.15.4. Miscellaneous

6.15.4.1. Unit members receiving workers' compensation benefits for industrial illness/injury, will not be entitled to use the leave bank.

6.15.4.2. Approval or denial of leave bank requests will be final and not subject to the provisions of Article 12, Grievance Procedure.

6.15.4.3. District paid health and welfare benefits will continue while any unit member is using leave bank days.

6.16. **Association Leave**

6.16.1. The president of the Association or her/his designee may be granted a total of ten (10) days of paid leave each school year for the purpose of conducting Association business, provided that the Association reimburses the District for the actual cost of the substitute provided. The president or her/his designee shall be excused from school duties for purposes of this leave upon two (2) days' advance notification to the Superintendent by the Association. Upon request by the president or her/his designee the Superintendent may reduce this advance notice requirement.

## Article 7

# TRANSFERS AND REASSIGNMENTS

### 7.1. Definitions

7.1.1. Assignment: The grade level or levels and subjects taught or services performed by a unit member at the particular site.

7.1.2. Reassignment: A change in assignment which results in a grade level or subject area change at the same site.

7.1.3. Transfer: A change which results in the movement of a unit member from the assignments held at a particular site to another site.

7.1.4. Voluntary Transfer: A transfer initiated by a unit member.

7.1.5. Involuntary Transfer: A transfer initiated by the District.

7.1.6. Vacancy: Any open position available after completion of reassignments which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment or transfer.

7.1.7. Seniority: The length of service in the District in a non-management certificated position is determined by date of initial paid service for layoff purposes (Ed. Code 44955). All other applications are determined by original date of hire.

### 7.2. Posting of Vacancies

7.2.1. Beginning May 15 and continuing until the close of the regular school year, all known unit vacancies shall be posted in all faculty rooms or other prominent locations at the work site and District Office to enable unit members to apply for vacant positions. Postings shall also be emailed to all members. All notices of vacancies shall be posted no less than five (5) days. A copy of such notice shall be sent to the Association President at the time of the posting.

7.2.2. Any unit member wishing to be notified of any vacancies after the close of school shall specify the type of vacancy and provide appropriate notification information to the Superintendent or designee before the close of school.

7.2.3. After the close of school, vacancies shall be posted in the District Office until September 1. Vacancies occurring after August 15 shall be open only until filled, except that the District shall make every effort to contact those unit members who have requested notification of such vacancies and provide those unit members opportunities to apply.

7.2.4. All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the final date for unit member applications and the initial date of posting.



7.2.5. The criteria for selecting unit members for vacant positions shall be: certification of unit member; special requirements for a vacancy as shown on the job announcement; unit member's teaching experience in a subject matter; grade level; major/minor field of study; and satisfactory evaluations. When consideration of these criteria results in equality among applicants, the candidate with the greater seniority shall be selected.

### 7.3. **Voluntary Transfer**

7.3.1. A unit member shall initiate a voluntary transfer for the subsequent school year by written notification to the Superintendent no later than the last day of the prior school year.

7.3.2. Unit members who have applied for vacancies shall be interviewed, provided they meet the qualifications specified on the notice of vacancy and have submitted their applications prior to the deadline specified on the notice.

7.3.3. In the event candidates for a position are substantially equal based on the criteria specified in Section 7.2.5. above, the candidate with the greater seniority shall be selected.

7.3.4. When application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member shall be notified whether or not his/her application for voluntary transfer was accepted by the last day of the school year or as soon thereafter as possible.

7.3.5. If a voluntary transfer request is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.

7.3.6. Unit members who qualify under the criteria set forth in Section 7.2.5. above shall be interviewed and selected for a posted position prior to the interview and consideration of qualified non-unit applicants.

### 7.4. **Involuntary Transfer Procedure**

7.4.1. An involuntary transfer/reassignment may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; or specified instructional needs.

7.4.2. The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy. Unit members to be involuntarily transferred shall have the right to indicate preferences in writing from a list of known vacancies. Unit members who agree to "volunteer" for transfer under this provision shall retain all rights and protections provided in this article to those who have been transferred involuntarily. The Superintendent or designee shall honor such preferences in accordance with section 7.2.5. which specifies the criteria for selecting unit members for vacant positions. The unit member to be involuntary transferred will be selected using the following criteria:

- Assignment in declining area such as primary (including 3/4 combination), upper, departmental middle school
- Meets requirements for district openings
- Least seniority in district

7.4.3. Written notice of an involuntary transfer, and a written rationale, shall be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) work days notice shall be given before the transfer takes effect, unless waived by mutual agreement.

7.4.4. After receiving the written rationale, the unit member shall have the right to a meeting with the Superintendent within five (5) working days to discuss the transfer. An association representative may also be present at the meeting.

7.4.5. Unit members involuntarily transferred will, upon request, have return rights to the original school for the next year if a vacancy exists for which the unit member is appropriately credentialed.

7.4.6. Unit members selected for involuntary transfers shall not be involuntarily transferred again for three (3) years.

## 7.5 **Reassignment**

7.5.1 By April 15 of each year, each unit member shall receive a form upon which s/he shall list program or grade level preferences for the following year. This form shall be considered a request for voluntary reassignment.

7.5.2 Reassignment decisions, whether voluntary or involuntary, shall be based on the educationally related needs of the school. If the educationally related needs of the school can equally be met by the reassignment of more than one teacher, the least senior teacher shall be reassigned. The voluntary reassignment provisions of this section shall not result in the involuntary displacement of any bargaining unit member.

7.5.3 Upon request, the reasons for an involuntary reassignment or rejection of a voluntary reassignment request shall be provided to the affected unit member in writing.

## 7.6 **Assistance for Packing and Unpacking as a Result of School Closure, Involuntary Transfer, Modernization, or New Construction**

7.6.1 For purposes of assisting unit members in moving to new school sites as a result of school closure, modernization, involuntary transfer or new construction, the following will be available:

7.6.1.1 The District will provide packing materials of appropriate size, including boxes, labels, tags, and inventory forms at least two weeks prior to any required move.

7.6.1.2 District assistance for moving heavy objects.

7.6.1.3 Compensation for moving their classroom (packing and unpacking) outside of their contracted work year for up to four (4) days at \$150 per day, if requested by the unit member.

7.6.1.4 These provisions shall not apply to any moves related to unit member separation from employment.

7.6.1.5 Unit members being required to move classrooms at their same site will be provided appropriate assistance in transferring their classroom materials.

## Article 8

# SAFETY

### 8.1. **Personal Safety**

8.1.1. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being unless the unit member(s) have been designated as an "Emergency Service Worker" pursuant to applicable law by an entity authorized to make this designation. Upon notification, the District shall make reasonable efforts to accommodate the unit member or eliminate or remedy any unsafe condition. Only upon request of the Association, the District shall provide training on the duties and responsibilities of "Emergency Service Workers." The Association shall encourage unit attendance by unit members, but attendance shall be voluntary.

### 8.2. **First Aid Requirements**

8.2.1. The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth shields, first aid information, flashlights, and basic first aid supplies, and other items which may be unique to a work location such as 100-1000 feet of line (for use in smoke filled halls or dark buildings). Sites shall be provided blankets, water, and food.

### 8.3. **Emergency Plans**

8.3.1. Sites are expected to maintain contingency plans for a wide variety of safety risks, including, but not limited to suspicious or unwanted persons on the work site, fire, earthquake, flood, evacuations, and emergency closings. The District Safety Committee shall provide each work site with general procedures for safety.

### 8.4. **Insecticides or Poisons**

8.4.1. If insecticides or poisons are used, the District shall notify unit members of the names of the chemicals in advance of their use. The District shall apply them only at times when unit members and pupils are not present.

### 8.5. **Suspension of Students**

8.5.1. A unit member may suspend any pupil from the unit member's class for any of the acts enumerated in Section 48900 of the Education Code, for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrator and send the student to the site administrator for appropriate action. The unit member will conduct the suspension process in accordance with District policies and the Education Code.

8.5.1.1. Parent Conference. As soon as possible the unit member shall call the parent/guardian of the suspended pupil and inform him/her of the suspension and reasons, and arrange a parent-teacher conference regarding the suspension.

8.5.1.2. Conference Attendees/Schedule. Whenever practicable a site administrator, school counselor, or school psychologist shall attend the conference. A school administrator shall attend the conference if the unit member or parent or guardian so requests. The conference will be scheduled to accommodate the schedules of the participants. It will be conducted by the unit member.

8.5.1.3. No Return to Class. The pupil shall not be returned to the class from which he/she was suspended during the period of suspension, without the concurrence of the teacher of the class and the site administrator.

8.5.1.4. No Placement in Another Class. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

8.5.1.5. Completion of Assignments. The unit member of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.

## 8.6. **Notification of Potential Problems**

8.6.1. After reviewing the cum folder of newly enrolled students, the site administrator will advise unit members at that site of documented incidents which, if repeated, could pose a threat to unit members, other students or employees. Unit members shall be responsible for maintaining confidentiality on a need to know basis.

## 8.7. **Self and Student Protection**

8.7.1. Unit members acting within the scope of their duties and responsibilities may exercise the amount of physical control reasonably necessary to protect themselves or protect the health and safety of pupils.

8.7.2. Unit members shall report any physical or verbal assault against the unit member made as a consequence of the unit member's performance of his/her assigned duties. District administrators shall not directly, or indirectly, attempt to inhibit or impede a unit member from filing a further report with the appropriate law enforcement authorities.

8.7.2.1. It shall be the duty of the unit member to report the incident to the site administrator. The site administrator shall promptly report the incident to the appropriate law enforcement agency.

8.7.2.2. Within twenty-four (24) hours the unit member shall submit a written report of the incident, with copies sent to the site administrator and superintendent.

8.7.3. The District shall provide legal and other appropriate assistance to unit members who may be assaulted while in performance of their duties pursuant to the extent of the District's liability insurance.

8.7.4. A unit member injured as a result of an assault while acting in an official capacity shall be eligible to apply for industrial accident benefits.

8.8. **Compliance with Sexual Harassment Policies**

8.8.1. Unit members shall comply with all provisions of the District's Sexual Harassment Policy (Appendix E) with regard to both adults and students, including but not limited to obligations to report incidents and appropriate supervision of students.

8.9. **Safety**

8.9.1. If a unit member is physically assaulted during the unit member's course and scope of employment, the unit member shall suffer no loss in wages, benefits, or leaves and shall be reimbursed for any property loss which is a direct result of the assault.

## Article 9

# CLASS SIZE

### 9.1. Size Limits

9.1.1. In TK, K, and grades 1-3, the annual average class enrollment for each school site shall not exceed the class size limits set forth in Section 9.1.2, with no class exceeding such limits by the 15<sup>th</sup> instructional day of the school year.

9.1.2 The Association and the District expressly acknowledge that the following language is entered into for the purpose of ensuring compliance with the Local Control Funding Formula ("LCFF") TK-3 grade span adjustment requirements, as set forth in Education Code 42238.02:

9.1.2.1 Beginning with the 2022-2023 school year, the annual average class enrollment for each school site for TK and K will be 24:1 or less as may be required by law. Beginning with the 2023-2024 school year, the average class size for grade 1 will be 27:1 with no class exceeding an enrollment of 28. Beginning with the 2024-2025 school year, the average class size for grades 1 and 2 will be 26:1 with no class exceeding an enrollment of 27. Beginning with the 2025-2026 school year, the average class size for grades 1 and 2 will be 25:1 with no class exceeding an enrollment of 26.

9.1.3 In grades 4-5 the annual average class enrollment for each school site shall not exceed 31:1 with no class exceeding an enrollment of thirty-one (31) by the 15<sup>th</sup> instructional day of the school year.

9.1.4. In grades 6-8 the average class size for each unit member shall be 31 in English, language arts, mathematics, science and social studies. In grades 6-8 the average class size for each unit member teaching Physical Education shall be 45 with no class exceeding 50. It is recognized that the nature and activities of other kinds of classes may require or permit class sizes lower or higher; in determining the class sizes of electives and physical education, the principal shall take into account the facilities available and shall consult with the assigned unit members prior to making final decisions.

9.1.5. Due to increased enrollment, TK-8 regular class size may be increased by one (1) student with the following provisions.

9.1.5.1. Priority for assignment will be: 1) volunteers in school of residence; 2) volunteers in school closest to student's residence; 3) assignment by superintendent.

9.1.5.2. Unit members who accept one additional student beyond the limits set forth in sections 9.1.2, 9.1.3, and 9.1.4 shall receive a stipend of \$20 per day for that student.

9.1.6 The District will attempt to keep combination classes to a minimum. If the effect of the reduction in class sizes would result in additional combination classes, the site administrator and the affected teacher(s) will meet to discuss possible solutions. In instances where a third and fourth grade combination class is required, reasonable efforts will be made to align class size with TK-3 class size. Each unit member teaching a general education combination class shall receive an annual stipend of \$1,000.

9.1.7. In Special Education, classes shall be the state prescribed maximums or less.

9.2. **Student Placement K-5**

9.2.1. Site teachers will facilitate student placement for the ensuing school year based upon these elements:

9.2.1.1. the amount of extra effort required of the teacher to develop curricular materials appropriate to the needs of the student;

9.2.1.2. additional demands required of the teacher because of the student's learning or behavior problem(s); and

9.2.1.3. special needs of the student(s).

9.2.2. The student's recommended grade level placement, based on the elements in 9.2.1., will be indicated on the pupil assignment card by the student's present teacher. Following completion of these cards by the classroom teachers, the appropriate grade level teachers will meet to compile class lists for the following September. The composition of the classes shall be balanced insofar as possible, based on the elements in 9.2.1.

9.2.3. If, prior to the beginning of school, an imbalance exists in a classroom, that teacher shall refer the imbalance to the teachers of that grade level for readjustment.

9.2.4. The site administrator may alter the recommendations or adjustments for educationally sound reasons, which may include a parent's written request.

9.3. **Student Placement 6-8**

9.3.1 The district will make every effort to keep class sizes balanced amongst unit members.

9.3.2 Students schedules will not be changed after the 1st quarter unless the administration has educationally sound reasons and informs the unit member of the change prior to the effective date of the change, whenever possible.



## Article 10

### EVALUATION

SBEA wishes to address the counselors evaluation and job descriptions. This can be done by looking at the current national and state standards for counselors. Other unit member evaluations should be added as well.

A committee to review and prepare recommended revisions to the evaluation forms will be convened with equal representation from the District and SBEA.

#### 10.1. **Purpose**

10.1.1. It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. This provision uses a set of standards that describes outstanding teaching (see Appendix "G"). Part of this process is to encourage unit members toward self-analysis and reflecting about teaching to inform and improve practice. The primary purpose of any employee evaluation is to improve the educational process of the District and to develop the highest professional competence on the part of each employee. It is further recognized that information gathered through such a system will enable Governing Board decisions, for which a unit member's performance is relevant, to be made in a just and equitable manner.

#### 10.2. **Evaluation and Assessment Guidelines**

10.2.1. The District shall establish standards of expected pupil achievement at each grade level in each area of study. The District will make available to each unit member standards of pupil progress, job descriptions, District adopted Courses of Study and applicable policies and rules and regulations. The District will evaluate and asses unit member competency as it reasonably relates to:

- 10.2.1.1. the progress of pupils toward the standards of achievement established;
- 10.2.1.2. the instructional techniques and strategies used by the unit member;
- 10.2.1.3. the unit member's adherence to curricular objectives; and
- 10.2.1.4. the establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.

10.2.2. Evaluation and assessment shall not include the use of publishers' norms established by standardized tests.

10.2.3. Evaluation and assessment made pursuant to this Article must be reduced to writing and a copy thereof transmitted to the unit member not later than thirty (30) days before the last school day in the school year in which the evaluation takes place. The unit member has the right to initiate a written reaction or response to the evaluation. This response will become a permanent attachment to the unit member's personnel file. Before the last school day a meeting shall be held between the unit member and the evaluator to discuss the evaluation.

10.2.4. Any observation indicating less than satisfactory performance shall be discussed with the unit member as soon as possible, normally within seven (7) working days of the observation, and specific recommendations for improvement shall be made. At least two subsequent observations shall be made to determine whether improvement has taken place with written summaries

discussed and given to the unit member, normally within seven (7) working days of the observations.

10.2.5. Classroom observations shall last at least thirty (30) minutes. Attempts will be made by the evaluator to schedule observations at least two (2) days prior to the observation; such activity shall include a pre-observation conference.

10.2.6. The evaluator shall conduct at least three (3) observations. With agreement of both the unit member and the evaluator the number of classroom observations may be reduced to two (2) or one (1) in case of obvious satisfactory performance by permanent unit members.

10.2.7. After each formal observation the evaluator will discuss with the unit member, within seven (7) working days, the evaluator's observation. The unit member shall have the right to initiate a written response to the observation, which will be part of the final evaluation. Submission of this written response shall be within ten (10) days of the receipt of observation.

### 10.3. **Assistance**

10.3.1. In the case of negative evaluation(s) or if any problems are noted as per 10.2.4; the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies.

10.3.1.1. The evaluator's role to assist the unit member shall include, but not be limited to the following:

10.3.1.1.1. Specific recommendations for improvement which clearly identify the evaluator's expectations and when they shall be implemented;

10.3.1.1.2. Direct assistance to implement such recommendations;

10.3.1.1.3. Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements, if necessary.

### 10.4. **Standards**

10.4.1. The California Professional Standards for the Teaching Profession (Appendix "G") describes the expectancies for unit members as teachers. These standards are used to enhance team adult learning and problem solving and ensure that administrators are integral to that team learning by providing facilitation assistance, and professional strategies for school staffs.

### 10.5. **Evaluation Status**

10.5.1. Probationary and temporary teachers require a more intensive analysis of teaching as it relates to the standards. This level of review involves maximum administrative attention and where helpful, assistance from experienced tenured unit members.

10.5.2. Unit members with permanent status and in receipt of satisfactory evaluations will participate in traditional evaluation or in a level of authentic assessment which utilizes appropriate colleague, self, parent/student and administrative input, relative to established District and site standards. This authentic assessment is characterized by an assessment climate

conducive to innovation and risk-taking. However, any permanent unit member with this status may choose to participate in a traditional evaluation format.

10.5.3. Unit members with permanent status who receive an unsatisfactory evaluation based on Standards I through IV (Appendix G) in the prior year will participate in a directed performance evaluation. These unit members will be required to participate in the Peer Assistance and Review Program (PAR) – Article 14. Unit members who receive an unsatisfactory evaluation based only on Standard V – Participation in Learning Communities, shall not be required to participate in the Peer Assistance and Review Program (PAR) – Article 14.

#### 10.6. **Process-Probationary/Temporary Unit Members**

10.6.1. The District standards are to be used to inform probationary and temporary unit members of District expectations. Supervisors will use these standards as guidelines for evaluation and support of unit members being considered for permanent status.

10.6.2. The assessment of progress toward achieving District standards is a continuous process conducted throughout the unit member's probationary period. The supervisor and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.

10.6.3. Evaluation of probationary/temporary unit members will be completed by the supervisor during the course of the year. At least one (1) observation and written summary will be completed during each reporting period. Reports are due November 1, March 1, and May 1. The assessment will be made on progress toward meeting District standards (Appendix "G") in the following areas:

- management and monitoring of student learning;
- student development and learning;
- knowledge of content and how to teach;
- reflection on and refinement of practice; and
- participation in learning communities.

10.6.4. Timeline by:

October 15: Conference with supervisor to review and discuss standards  
November 1: Observation report and discussion conducted  
March 1: Observation report, discussion, and Assessment Summary conducted  
May 1: Observation report, discussion, and year-end summary conducted

#### 10.7. **Process – Permanent Unit Members with Satisfactory Evaluations**

10.7.1. If all standards have been met after the first review in permanent status, the unit member may be evaluated using the following assessment cycle: Permanent unit members with satisfactory evaluations will be formally evaluated every other year. Permanent unit members may be evaluated up to once every five (5) years if the following conditions have been met: 1) mutual agreement between the unit member and the evaluator; 2) the most recent evaluation of the unit member's performance was satisfactory; 3) the unit member has met the criteria for "highly qualified teacher" under the federal Elementary and Secondary Education Act, if applicable; and, 4) the unit member has at least ten (10) years of service in San Bruno Park School District. Mutual agreement between the unit member and the evaluator may be withdrawn at any time by either party. The decision to withdraw mutual agreement shall not be subject to discipline nor

Article 12, Grievance Procedure. In the event that a unit member transfer schools or a new evaluator is assigned to a particular site or program, the mutual agreement shall expire unless the unit member and the new administrator agree to continue the prior alternate evaluation cycle. On the off years, the evaluation goals for the previous evaluation shall be continued unless the unit member or evaluator determines there is a need to change or add goals.

10.7.2. Self-Directed Evaluation Plan: The process of self-direction emphasizes individual growth, learning, and professional development. The unit member and the evaluator shall meet to collaboratively define at least three areas for growth and learning for the school year that fit within Section 10.2. and are aligned with site and district goals. If there is no agreement on the goals, the administrator selects one goal and the unit member selects two goals. A unit member may terminate participation in a Self Directed Evaluation Plan that is failing to meet expectations or disrupting the learning and/or working environment. Such termination shall be submitted in writing to the site principal no later than March 1 of the year in which the Plan is being done.

10.7.2.1. The unit member and the evaluator must also determine the means of achieving the growth/learning and discuss the methods of assessment. The assessment of the growth and/or learning within the selected areas of emphasis must be done first by the unit member at three intervals during the school year. The evaluator must review and comment upon the assessment. At the option of the unit member, assessment models may include research, portfolio assessment, peer coaching, projects, and other ideas mutually agreed upon.

10.7.2.2. Timeline

October 15: Conference with supervisor to discuss areas of growth and learning. During this conference, agree upon self-directed development.

May 15: Final self-evaluation related to the plan is completed. In a summary conference, activities and reflections relating to the areas of growth and learning are discussed.

10.7.3. Traditional Evaluation: Upon request of the unit member or the evaluator, a meeting may be held to discuss the evaluation process.

10.7.3.1. Timeline

October 15: Optional conference with supervisor to discuss areas of growth and learning.

October 15 – May 15: Observation(s), meeting(s), and final assessment summary.

## 10.8. **Personnel Files**

10.8.1. There will be a single personnel file for each unit member. Personnel files will be kept in the central administrative office of the District.

10.8.2. Information of a derogatory nature, except material excluded in accordance with Section 10.9.2., will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, will take place during normal business hours outside of normal instructional time, and the unit member will be released from duty for the purpose without salary reduction.

10.9. **Personnel File Access**

10.9.1. Access to a unit member's personnel file will be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or the Assistant Superintendent. The contents of all personnel files will be kept in strictest confidence. The District will keep a log indicating the persons who have made requests to examine each personnel file, as well as the dates such requests were made. Such logs will be available for examination by the unit member or her/his authorized Association representative.

10.9.2. Materials in the personnel file of a unit member, except as noted below, will be made available for inspection by the unit member and copies of materials will be provided upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Materials which may be excluded from inspection will be limited to ratings, reports, or records which:

- 10.9.2.1. were obtained prior to the employment of the unit member involved
- 10.9.2.2. were prepared by identifiable examination committee members, or;
- 10.9.2.3. were obtained in connection with a promotional examination.

## **Article 11**

### **AGENCY FEE**

#### **11.1. Payroll Deduction**

11.1.1. The right of payroll deduction for payment of union membership dues and general union assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Such membership dues and general union assessments shall be increased or decreased without re-solicitation and authorization from unit members.

11.1.2. 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 membership dues and general assessments of 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 each year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

11.1.3. With respect to all sums deducted by the District pursuant to sections above, the District agrees its designee shall remit such moneys promptly to the Association or its designee, accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made.

#### **11.2. Maintenance of Membership**

11.2.1. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership or shall pay an agency fee (11.3) for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of this Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump-sum cash payment of dues for the year, the District shall deduct an agency fee (11.3) as provided in Education Code section 45601 and in the same manner as set forth in sections 11.1.1. and 11.1.2. above.

#### **11.3. Agency Fee**

11.3.1. 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 date of 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 membership dues and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

11.3.2. 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:

Foundation to Assist California Teachers  
American Cancer Society  
Red Cross  
American Heart Association

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

11.3.3. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of 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. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

11.3.4. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost (both District and Association) of using said grievance or arbitration procedures.

11.3.5. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this article.

#### 11.4. **Indemnification**

11.4.1. The Association agrees to indemnify, defend and hold the Board harmless against any claim or suit of any nature challenging either the legality or constitutionality of the organizational security provisions of this Agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the right to decide and determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.

## Article 12

# GRIEVANCE PROCEDURES

As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which from time to time, arise. The proceedings used to effect a solution shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### 12.1. **Definitions**

12.1.1. "Grievance" is a claim by one or more employees of an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement which directly affects the grieving employee(s). The right of the Association to be a grievant is limited to those circumstances in which the Association files on behalf of employee(s) asserting a grievance or regarding provisions of the Agreement delineating rights reserved exclusively to the Association.

12.1.2. A "group grievance" may be filed on behalf of more than one specifically named employee.

12.1.3. The grievance procedure does not apply to and a grievance cannot be over:

12.1.3.1. any proceedings for the discipline of or dismissal of permanent teachers or the release/nonselection of probationary or temporary teachers pursuant to the provisions of the Education Code.

12.1.3.2. any proceedings for the layoff of teachers.

12.1.3.3. the content of evaluation of members of the Association (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters).

12.1.3.4. the content of reprimands of members of the Association (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters) unless the reprimand leads to suspension without pay.

12.1.3.5. any proposal for expenditure of funds beyond the obligations contained in this Agreement.

12.1.4. "Grievant" is any certificated employee of the District covered by the terms of this Agreement. Persons who can file a grievance shall be (1) an individual employee or (2) a group of employees with the same complaint.

12.1.5. The Association may be a grievant on behalf of named employee(s) asserting a grievance or regarding provisions of this Agreement with the same complaint.

12.1.6. "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

12.1.7. "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to administer grievances.



12.1.8. "Day" is a day the District Office is open for business, excluding winter and spring breaks.

12.1.9. "Filed", as used in this Article", or any other term used to denote a deadline for utilizing this grievance procedure, means the date of mailing if sent by registered or certificated mail or the date marked "received" by the addressee if sent by first-class mail or personally delivered.

12.2. **Informal Level**

12.2.1. Before filing a formal grievance, the grievant(s) shall attempt to resolve it by an informal conference with his/her/their immediate supervisor.

12.3. **Level 1 - Immediate Supervisor**

12.3.1. Within ten (10) days after the recognition of an act or omission giving rise to the grievance, the grievant(s) must present his/her/their grievance, in writing, on the appropriate form to his/her/their immediate supervisor, with a copy sent to the superintendent. This account shall be a clear, concise statement of the grievance, the section of the Agreement claimed to have been violated, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought. Within ten (10) days after receiving the grievance, the supervisor shall communicate his/her intended decision and its reasons in writing to the grievant(s) with a copy for the Association, unless confidentiality has been specifically requested by the grievant(s). Within the above time limits either party may request a personal conference. If the supervisor does not respond within the time limit, the grievant(s) may appeal to the next level.

12.4. **Level 2 - Superintendent/Designee**

12.4.1. If the grievant(s) is/are not satisfied with the written decision at Level 1, he/she/they may file the grievance, in writing, with the Superintendent/designee within ten (10) days after the written response from the immediate supervisor was due. This statement, written on the appropriate form, shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal at Level 2. Within ten (10) days of receiving the grievance, the Superintendent/designee shall meet with the grievant in an effort to resolve the grievance. A written decision and its rationale regarding the grievance shall be delivered to the grievant and the Association no later than ten (10) days after this meeting.

12.5. **Level 3 - Mediation**

12.5.1. If the grievant(s) is/are not satisfied with the written decision at Level 2, he/she may move the grievance to mediation within ten (10) days after the written response from the Superintendent was due. This filing shall include a copy of the original grievance and appeals, and a clear, concise statement of the reasons for the appeal to Level 3. Within ten (10) days of receiving the Level 3 grievance, the District and Association shall refer the files to mediation.

12.6. **Level 4 - Arbitration**

12.6.1. Upon timely written request by the Association, but in no event later than 21 calendar days after the conclusion of Level 3, Article 12.5, the matter may be submitted to arbitration. The parties may mutually agree on an arbitrator or request a list of seven (7) arbitrators with experience in California public school labor relations from the California State Mediation and Conciliation Service (SMCS) in accordance with SMCS procedures. The arbitrator or shall be chosen by allowing each party in turn to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.

12.6.2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and by the Association. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence on the issue(s) submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

12.6.3. Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.

## 12.7. **Limitations of the Arbitrator**

12.7.1. The arbitration procedure does not apply to any of the provisions identified in 12.1.1.

12.7.2. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.

12.7.3. No proposed remedy of the arbitrator shall apply more than twenty (20) working days prior to the filing of the written grievance.

12.7.4. Arbitrators may not award remedies which require a direct money payment (payout) by the District of more than \$5,000 to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds \$5,000, the grievant or Association make seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization/exhaustion of the grievance procedure in such cases.

12.7.5. The grievance procedure may not be utilized to challenge or change the policies of the District as set forth in the Board policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.

12.7.6. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

## 12.8. **General Provisions**

12.8.1. The grievant may be represented at each step of the grievance procedure by the Association. Designation of representatives shall be in writing. Such designations shall be entered on the grievance form at Level 1.

12.8.2. Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level shall begin the day following the receipt of the written decision by the grievant.

12.8.3. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.

12.8.4. If it appears that an alleged violation of the Agreement affects a group of employees, the Superintendent and the employees may agree to process the grievance beginning at Levels 2 or 3.

12.8.5. No reprisal of any kind shall be taken by the District against employees involved in grievance processing.

12.8.6. No records dealing with the processing of a grievance shall be kept in the personnel files of any member of the unit.

12.8.7. Efforts shall be made to resolve a grievance(s) before the closing of the current school year. This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.

12.8.8. Grievances involving an action by an administrator above the level of principal or manager may be filed at Level 2.

12.8.9. If the Association and the superintendent/designee agree in writing, the grievance may be brought directly to arbitration.

12.8.10. A grievance may be withdrawn at any level without establishing a precedent.

## Article 13

# COMPLAINTS AGAINST UNIT MEMBERS

### 13.1. **Written Complaints**

13.1.1 Every reasonable effort shall be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant shall communicate directly to the unit member in order to resolve concerns. If a complainant is unable to resolve the complaint directly with the unit member, she/he shall submit a written complaint to the unit member's immediate supervisor or principal. This complaint must be filed within fifteen (15) days of the incident giving rise to the complaint. The written complaint shall include the following: (1) the full name of each unit member involved; (2) a brief and specific summary of the complaint and the circumstances relevant to the complaint; (3) a specific description of any prior attempt to discuss the complaint with the unit member(s) and the reasons why the complainant believes the complaint has not been resolved.

13.1.2. Any formal written complaint filed by a citizen or parent or unit member shall be reported and provided to the unit member identified in the complaint within five (5) working days of its receipt.

13.1.3. Failure to provide a complete written statement of complaint within the timelines contained in this article shall render the complaint void.

13.1.4. Either the unit member identified in the complaint or the District may initiate an investigation.

### 13.2. **Serious Complaints Warranting Investigation**

13.2.1. Any complaint considered to be of a sufficiently serious nature to warrant an investigation must be reported to the unit member within five (5) days of initiation of that investigation.

13.2.2. No derogatory information based upon a complaint may be placed in the unit member's personnel file unless it has been fully investigated and substantiated.

### 13.3. **Investigation**

13.3.1. The investigation shall include collection of information from the unit member and the complainant and a reasonable effort to collect any related documentation and interview appropriate witnesses.

13.3.2. The unit member may request that the immediate supervisor attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor. At the request of the unit member, an Association representative may be present. Such a meeting may also be requested by the immediate supervisor.

13.3.3. Staff responsible for investigation of complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within fifteen (15) days of receiving the written complaint from the complainant.

13.4. **Investigation with Complainant Resolution**

13.4.1. If the matter is resolved at the meeting to the satisfaction of the unit member and the complainant, and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

13.5. **Investigation without Complainant Resolution**

13.5.1. If the immediate supervisor determines that the complaint is completely false and/or based on hearsay and there is no substantiation, the matter shall be dropped. The complaint shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

13.5.2. If the immediate supervisor determines that the complaint has been substantiated, he/she shall counsel with the unit member and attempt resolution with the complainant while concurrently supporting the unit member to the greatest degree possible.

13.6. Either the complainant or the unit member(s) against whom the complaint was made may appeal the decision by the principal or immediate supervisor to the Superintendent, who shall attempt to resolve the complaint to the satisfaction of the person involved within fifteen (15) days. Parties should consider and accept the Superintendent's decision final. However, the complainant, unit member(s) or the Superintendent may request the Board of Education to review the Superintendent's decision.

13.7. **Disposition**

13.7.1. Complaints which are shown to be false or are not fully investigated and substantiated shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

13.7.2. Any complaint which is fully investigated and substantiated as having involved serious and/or recurring violations of rules, regulations or policies may be placed in the unit member's personnel file, except such material will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, will take place during normal business hours outside of normal instructional time, and the unit member will be released from duty for the purpose without salary reduction.

13.8. **Confidentiality**

13.8.1. All information or proceedings regarding any complaint shall be kept confidential by the District, shared only on a need to know basis.

13.8.2. All information or proceedings regarding the handling of any complaint shall be kept confidential by the unit member, shared only on a need to know basis.

## Article 14

# PROFESSIONAL COURTESY

## (Concerns by Unit Members Regarding Supervisors or Other District Employees)

### 14.1. **Informal Level**

14.1.1. A unit member who has a concern regarding an action by a District supervisor or other District employee (unit member or classified) shall, as a matter of professional courtesy, first address such a concern with the individual employee who shall respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution.

14.1.2. Such an attempt at resolution shall normally take place within ten (10) working days of the issue giving rise to the concern or employee awareness of the issue giving rise to the concern.

### 14.2. **Assistance by Immediate Supervisor**

14.2.1. In the event there is no mutually acceptable solution or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to the employee's immediate supervisor.

14.2.2. The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.

14.2.3. If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an Association representative may be present.

### 14.3. **Assistance by the Superintendent**

14.3.1. In the event resolution of the problem is not achieved at the immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent. The request should include:

14.3.1.1. The specific nature of the concern and a brief statement of the facts giving rise to it.

14.3.1.2. The nature and extent of the adverse effect of the situation giving rise to the concern.

14.3.1.3. A brief summary of the results of prior meetings, the specific action which the unit member wishes taken, and the reasons why it is felt that such action should be taken.

14.4. **Investigation with Resolution**

14.4.1. If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

14.4.2. Once the issue is resolved the unit member will make every effort to resume a professional relationship absent further references to the problem unless it recurs.

14.5. **Investigation without Complainant Resolution**

14.5.1. If the matter is unresolved and the concern is regarding actions by another unit member in the bargaining unit, the unit member with the concern may pursue steps in Article 13.

14.5.2. If the matter is unresolved and the concern is regarding actions by another employee outside the bargaining unit, the unit member should contact his/her Association representative.

14.6. **Confidentiality**

14.6.1. All information or proceedings regarding any concern shall be kept confidential by the District and the unit member, shared only on a need to know basis.

14.6.2. All information or proceedings regarding the handling of any concern shall be kept confidential by the unit member, shared only on a need to know basis.



## Article 15

# JUST CAUSE/DUE PROCESS

This Article is intended for the purpose of suspension to replace the provision of Education Code Section 44944 pursuant to California Government Section 3543.2(b).

### 15.1. **District Rights**

15.1.1. The Association recognizes that the District has the right and responsibility to take appropriate action when there are instances of unprofessional conduct or failure to meet performance standards. The latter shall include, but not be limited to, failure to obey the law; failure to meet the requirements of the negotiated agreements; or failure to adhere to District rules and regulations; and/or failure to obey reasonable administrative directives, orders or work assignments, unless such compliance would jeopardize the health or safety of student(s) or staff member(s).

### 15.2. **Just Cause and Due Process**

15.2.1. In all instances discipline shall be for just cause and members of the unit shall be provided the protection of all legally required procedural due process.

### 15.3. **Progressive Discipline**

15.3.1. In exercising this responsibility the District agrees to use progressive discipline except where the District determines that the serious nature of the offense reasonably requires immediate action. In all instances the severity of the punishment must relate to the severity of the offense. Progressive discipline shall include the following:

15.3.1.1. **Verbal warning.** Verbal warnings shall include a reminder of the performance standard(s).

15.3.1.2. **Written warning.** Written warnings shall normally be used after the unit member has been verbally warned within the last twenty-four (24) months. The unit member shall sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written warning if done within fifteen (15) work days.

15.3.1.3. **Written reprimand.** Written reprimands shall normally be used after the unit member has received a written warning about related actions within the last twenty-four (24) months. The unit member shall sign the written reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written reprimand if done within fifteen (15) work days.

15.3.1.4. **Suspension.** Suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twenty four (24) months. The length of the suspension, up to fifteen (15) days without pay, shall relate to the number of times the unit

member has been disciplined for related actions, the severity of the action(s), and/or the suspension history of the unit member.

15.4. **Notice of Suspension**

15.4.1. When the District chooses to suspend a unit member for cause pursuant to this article, notice of such recommendation shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent. A copy shall be provided the Association President. The notice shall contain:

15.4.1.1. a statement of the specific acts or omission upon which the action is based;

15.4.1.2. the performance standard violated or the behavior identified as unprofessional conduct;

15.4.1.3. the penalty imposed; and

15.4.1.4. copies of the primary documentary evidence upon which the recommendation is based.

15.4.1.5. a statement of the employee's right to challenge the proposed action by requesting a hearing pursuant to Article 12 of this Agreement.

15.5. **Confidentiality**

15.5.1. All information or proceedings regarding any actions or proposed actions pursuant to this article shall be kept confidential by the parties.

15.6. **Superintendent's Approval**

15.6.1. No suspension shall occur except at the express written direction of the Superintendent.

## Article 16

### MISCELLANEOUS PROVISIONS

#### 16.1. **Effect of Agreement**

16.1.1 By this Agreement, the parties resolve all outstanding bargaining issues between them and jointly recognize full and complete performance and satisfaction of their bargaining duties, except as provided in 21.2.

#### 16.2. **Completion of Negotiations**

16.2.1. The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge or either at the time they negotiated or signed this Agreement, except that if "terms and conditions of employment" may be altered by the District, the parties shall meet and negotiate, at the request of either party.

#### 16.3. **Other Agreements, Procedures, Traditions and Rules and Regulations**

16.3.1. Agreements, procedures, traditions and rules or regulations which do not lend themselves to the interpretation of this Agreement shall not be considered a part of this Agreement and shall not be subject to the grievance procedure specified in Article 12.

#### 16.4. **Severability**

16.4.1. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

## Article 17

### CHILD DEVELOPMENT TEACHERS

17.1 The Child Development bargaining unit members (Child Development teachers) shall be covered by all articles of the Collective Bargaining Agreement with the exceptions noted below. In addition, this article shall apply exclusively to Child Development teachers and shall not affect any other member of the bargaining unit. Matters covered in this article shall supersede any article found elsewhere in this Agreement covering the same or substantially similar subject matter.

17.1.1. Agreement articles not applicable to Child Development teachers include the following:

Article 3 Wages

Article 4.3 Retirement Program Requirements

Article 4.4 Retirement Option I, Extended Service

Article 4.5 Retirement Option II, Extended Service with Premium Reserve Account

Article 4.6 Retirement Option III, Benefits Only

Article 4.7 Retirement Option Completion

Article 4.8 Part-Time Employment with Full-Time Retirement Credit

Article 5 Hours

Article 6.6 Leaves – Job Shares

Article 6.11 Leaves – Sabbatical Leave

Article 7 Transfers and Reassignments

Article 9 Class Size

Article 10 Evaluation

#### 17.2 **Definitions**

17.2.1 Child Development teacher: A Child Development teacher is a bargaining unit member who holds a teaching position in the State Preschool Program administered by the San Bruno Park School District ("Preschool program").

17.2.2 Day: For the purpose of this article, day shall be any day the Preschool program is open for children and/or any day that a Child Development teacher is required to provide service to the District.

17.2.3 Work Year: The work year for Child Development teachers shall be as defined by the number of days the assigned site is contracted to operate plus an additional four (4) non-student work days.

#### 17.3 **Hours/Work Year**

##### 17.3.1 Duty Day

17.3.1.1 Child Development teachers shall be required to be at their assigned work site no more than 30 minutes prior to the beginning of the students' instructional day. Child Development teachers are expected to remain a sufficient amount of time after the latest student dismissal time to take care of professional responsibilities. If a student has not been picked up within 30 minutes after dismissal, the Child Development teacher shall escort that student to the

school/site office for supervision unless the Child Development teacher is also the designated site supervisor for their site.

17.3.1.2 Child Development teachers shall normally remain at assigned sites for assigned times unless site administrators are notified. Nothing in this article shall prevent an immediate supervisor from allowing a Child Development teacher to arrive late or leave early in cases of an emergency situation; in cases beyond the instructional day, there shall be no deductions.

#### 17.3.2 Work Year

17.3.2.1 The work year for all unit members will be either 234 days or 185 days based on program assignment. A unit member voluntarily exceeding his/her 185 or 234 day assignment for the regular school year at District request will be paid at the unit member's regular hourly rate (excluding summer school). A calendar for the unit member's assigned program listing all student days, non-student work/staff development days, and holidays will be provided.

#### 17.3.3 Duty Free Lunch

17.3.3.1 Child Development teachers employed full time shall be provided a continuous duty-free lunch period of no less than 30 minutes.

#### 17.3.4 Direct Instructional Services

17.3.4.1 Except on special schedule days or with approval of the administrator responsible for overseeing the Preschool program, all full-time Child Development teachers shall provide seven (7) hours of direct instructional services to students daily.

#### 17.3.5 Preparation Period

17.3.5.1 Child Development teachers employed full-time as teachers in the Preschool program shall be assigned 75 to 100 minutes per week of preparation time free of instruction and/or student supervision. Child Development teachers working less than full time shall be assigned prorated preparation time consistent with their full time equivalent assignment. Preparation time may be scheduled to occur prior to and/or after the student day.

#### 17.3.6 Variations in Weekly Schedule

17.3.6.1 Where the Board has approved a weekly schedule with one shortened day, the shortened day in such a schedule is a regular professional day and afternoon staff work time is devoted to planning and staff in-services.

#### 17.3.7 Staff Meetings

17.3.7.1 Staff meetings extending beyond the professional day shall not exceed two (2) per month and 60 minutes each. Staff meetings may be extended to 75 minutes so long as a final agenda has been distributed to the staff two (2) days prior to the staff meeting. A calendar of staff meetings for the year shall be distributed by the District to all Child Development teachers no later than the first day of instruction of each school year. The Superintendent may call meeting(s) for all staff if extenuating circumstances require such meeting(s).

17.3.7.2 Additional time may be required by the District beyond these minimum hours for on-site and District meetings and other duties related to professional responsibilities.

17.3.7.3 Less than full time Child Development teachers shall be compensated for attendance at staff meetings held outside of their regular professional day at the regular hourly rate by filling out and submitting individual monthly time sheets.

17.4 **Health & Welfare Benefits**

18.4.1 The health and welfare benefits package given to Child Development teachers in the Preschool program shall be the same as for other bargaining unit members.

17.5 **Wages**

17.5.1 Bargaining unit members who are designated as Child Development teachers shall receive compensation according to the applicable Child Development Teachers Salary Schedule.

17.5.2 For purposes of advancement on the salary schedule, a "year of service" requires a minimum of 75% of the instructional days in paid status in the school year. All unit members shall advance one (1) step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class.

17.5.3 Salary schedule advancement shall be effective at the beginning of each school year.

17.5.4 Child Development teachers shall receive compensation for special duties assigned by management over and above Section 17.3 which require the use of weekends, vacation periods, or time when the Preschool is closed at the Child Development teacher's regular hourly rate. Management will attempt to make such arrangements on a voluntary basis.

17.5.5 Reimbursement for Authorized Travel

17.5.5.1 Unit members required to use their cars in the course of their teaching day shall be reimbursed at the District rate.

17.5.5.2 Authorized travel for unit members shall be reimbursed at the District rate.

17.6 **Class Size**

17.6.1 Class size for Child Development teachers shall comply with State Preschool guidelines.

17.7 **Evaluation**

17.7.1 District management will evaluate all temporary and probationary Child Development teachers annually and will evaluate all permanent Child Development teachers every other year, in accordance with this Article.

17.7.1.1 Permanent Child Development teachers receiving an unsatisfactory evaluation shall be evaluated annually until such time as their performance rating is satisfactory.

17.7.2 The District will evaluate and assess Child Development teacher competency as it reasonably relates to the California Early Childhood Educator Competencies including:

- Observation, Screening, Assessment and Documentation
- Child Development and Learning

- Developmentally and Individually Appropriate Practice
- Learning Environments and Curriculum
- Family and Community Engagement

17.7.3 Evaluation and assessment made pursuant to this Article must be reduced to writing and a copy thereof transmitted to the Child Development teacher not later than thirty (30) days before the last school day in the school year in which the evaluation takes place. The Child Development teacher has the right to prepare a written reaction or response to the evaluation. This written document will become a permanent attachment to the Child Development teacher's personnel file. Before the last school day a meeting shall be held between the unit member and the evaluator to discuss the evaluation.

17.7.4 Any observation indicating less than satisfactory performance shall be discussed with the Child Development teacher as soon as possible, normally within seven (7) working days of the observation, and specific recommendations for improvement shall be made. At least two subsequent observations shall be made to determine whether improvement has taken place with written summaries discussed and given to the Child Development teacher, normally within seven (7) working days of the observations.

17.7.5 Classroom observations shall last at least thirty (30) minutes. Attempts will be made by the evaluator to schedule observations at least two (2) days prior to the observation; such activity shall include a pre-observation conference.

17.7.6 The evaluator shall conduct at least three (3) observations. With agreement of both the Child Development teacher and the evaluator the number of classroom observations may be reduced to two (2) or one (1) in case of obvious satisfactory performance by permanent Child Development teachers.

17.7.7 After each formal observation the evaluator will discuss with the Child Development teacher, within seven (7) working days, the evaluator's observation. The Child Development teacher shall have the right to prepare a written response to the observation, which will be part of the final evaluation. Submission of this written response shall be within ten (10) days of the receipt of observation.

#### 17.7.8 Assistance

17.7.8.1 In the case of a negative evaluation or if any problems are noted as per 17.7.4, the evaluator shall take positive action to assist the Child Development teacher in correcting any cited deficiencies.

17.7.8.2 The evaluator's role to assist the unit member may include, but not be limited to the following:

17.7.8.2.1 Specific recommendations for improvement which clearly identify the evaluator's expectations and when they shall be implemented;

17.7.8.2.2 Direct assistance to implement such recommendations;

17.7.8.2.3 Provisions of additional resources, without cost to the unit member, to be utilized to assist with improvements, if necessary.

#### 17.7.9 Process

17.7.9.1 Evaluation of Child Development teachers will be completed by the supervisor during the course of the year. At least one (1) observation and written summary will be completed during each reporting period. Reports are due November 1, March 1, and May 1.

## 17.8 **Voluntary and Involuntary Transfers**

### 17.8.1 Definitions

17.8.1.1 Transfer: A change which results in the movement of a Child Development teacher from the assignment held at a particular site to another site.

17.8.1.2 Voluntary Transfer: A transfer initiated by a Child Development teacher.

17.8.1.3 Involuntary Transfer: A transfer initiated by the District.

17.8.1.4 Vacancy: Any open Preschool teaching position available after completion of reassignments which will require service for seventy-five (75%) or more of the school year, and will be filled by initial assignment or transfer.

17.8.1.5 Seniority: The length of service in the District in a non-management certificated Preschool position and all other District certificated positions.

17.8.1.6 Promotion: A change in assignment, which may or may not involve a transfer, which results in an increase in pay.

### 17.8.2 Posting of Vacancies

17.8.2.1 Beginning May 15 and continuing until the close of the regular school year, all known Preschool vacancies shall be posted in all faculty rooms or other prominent locations at the work site and District office to enable unit members to apply for vacant positions. All notices of vacancies shall be posted no less than five (5) days. A copy of such notice shall be sent to the Association President at the time of the posting.

17.8.2.2 Any unit member wishing to be notified of any vacancies after the close of school shall specify the type of vacancy and provide appropriate notification information to the Superintendent or designee before the close of school.

17.8.2.3 After the close of school, vacancies shall be posted in the District office until September 1. Vacancies occurring after August 15 shall be open only until filled, except that the District shall make every effort to contact those unit members who have requested notification of such vacancies and provide those unit members opportunities to apply.

17.8.2.4 All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the final date for unit member applications and the initial date of posting.

### 17.8.3 Voluntary Transfers and Promotions

17.8.3.1 A Child Development teacher shall initiate a request for a voluntary transfer or a promotion for the subsequent school year by written notification to the Superintendent no later than the last day of the prior school year.



17.8.3.2 Child Development teachers who have applied for vacancies, whether as a transfer or a promotion, shall be interviewed, provided they meet the qualifications specified on the notice of vacancy and have submitted their application prior to the deadline specified on the notice.

17.8.3.3 When application is made for a voluntary transfer or a promotion to take effect at the beginning of the next school year, the Child Development teacher shall be notified whether or not his/her application for voluntary transfer or promotion was accepted by the last day of the school year or as soon thereafter as possible.

17.8.3.4 If a voluntary transfer request or promotion request is denied and the Child Development teacher requests reasons for the denial, the appropriate administrator shall meet with the Child Development teacher to discuss the specific reasons.

17.8.3.5 Child Development teacher who qualify under the criteria set forth in Section 17.8.2.4 shall be interviewed and a determination made regarding selection prior to the interview and consideration of qualified non-unit applicants.

#### 17.8.4 Involuntary Transfers

17.8.4.1 An involuntary transfer may be initiated by the District to equalize teaching load, to compensate for changes in enrollment, school/center closure and openings, staffing shortages or surpluses, staff permitting requirements, or other educationally related reasons. Such transfers shall be initiated by management.

17.8.4.2 Written notice of an involuntary transfer shall be given to the Child Development teacher during a conference with the originator of said change prior to the effective date of the transfer.

## Article 18

# SPECIAL EDUCATION

### 18.1. **Definitions**

18.1.1 Caseload is defined as the number of students with IEP's for whom the unit member provides case management services.

### 18.2 **Caseloads**

18.2.1. RSP teacher caseloads, as defined by 18.1.1, shall be the applicable state prescribed maximum of less.

18.2.2 The maximum class size for Moderate/Severe Special Day Classes is 12 students or fewer. The maximum class size for Mild/Moderate Special Day Classes is 15 students. These Special Day Class maximums may be increased by up to two students. Unit members shall receive \$20 per day for each student in excess of the applicable class size maximum.

18.2.3 Psychologist: 1 for every 700 students enrolled in the District include students assigned to non-public schools. Workloads for psychologists shall be divided according to the needs of each school site, including preschool referrals and all out of district placements. The workloads of the psychologist should be agreed upon by the psychologist working together with the Director of Special Education.

### 18.3 **Equitable Distribution of Workload**

18.3.1 The District shall attempt to assign caseloads and unit member workloads equitably.

18.3.2 If a certificated special education unit member has a concern about inequity in their workload, he/she may request a meeting with their administrator(s) to discuss the situation and the unit member's concern(s).

### 18.4 **IEP Meetings**

18.4.1 IEP meetings, written notice for which unit members shall receive at least ten (10) work days in advance, shall normally be scheduled during the instructional day and, shall not exceed five (5) hours per year outside the instructional day unless waived by the unit member; any time beyond five (5) hours shall be paid at the contract hourly rate. If possible, the District will attempt to avoid scheduling IEP meetings during scheduled parent conference time. The District shall make every effort to involve those responsible for implementation of the IEP in the formulation of that IEP. At least one (1) general education teacher shall attend the IEP meeting for no longer than is required by law.

### 18.5 **Supporting Students in the General Classroom**

18.5.1 Case managers will ensure that unit members receive a copy of the students' IEP summary, including all required accommodations and modifications, for each student assigned to the unit member's class.

18.5.2 The District shall offer appropriate professional development opportunities for unit members assigned to work with students with IEPs. Appropriate release time shall be provided for unit members who participate in such training. If the training takes place outside of the unit member's contractual hours/days they will be compensated at the contract hourly rate set forth in Article 3.1.2.

18.6 **Medical Services**

18.6.1 Unit members shall not be required to perform any specialized medical procedures, or to dispense or administer any medication, (exclusive of first aid), outside the scope of their required duties.

## Article 19

# NEGOTIATION PROCEDURES

### 19.1. **Proposals to Amend, Modify or Terminate**

19.1.1. Not less than sixty (60) nor more than ninety (90) days prior to the expiration of this Agreement either party may propose to amend, modify, or terminate this Agreement. Such proposal shall be in writing, presented to the other in public session in order to initiate the public notice requirements of law.

### 19.2. **Outside Consultants**

19.2.1. Either party may utilize the services of outside consultants to assist in the negotiations.

### 19.3. **Designated Representatives**

19.3.1. The District and the Association agree to meet and negotiate only through their designated representatives. Each party pledges that their designated representatives shall be empowered to make and consider proposals, counter-proposals and reach tentative agreement on subjects within the mandatory scope of negotiations.

19.3.2. The Association shall designate up to five (5) representatives, who shall receive reasonable amounts of release time without loss of pay for the purpose of negotiating the Agreement. The Association will provide reasonable advance notice of the representatives who will require release time.

### 19.4. **Personnel Data Furnished to the Association**

19.4.1. The District, upon request by the Association, agrees to furnish to the Association all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90's, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses, and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members, except that which is prohibited by law. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

## Article 20

# ASSOCIATION RIGHTS

### 20.1. **District Service**

20.1.1. The Association shall have the right to use the District mail service and unit member's mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.

20.1.1.1. The Association office shall be a daily pick-up and delivery point.

20.1.2. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members.

20.1.2.1. The Association shall have an electronic mailbox in the District's electronic mail system.

### 20.2. **Bulletin Boards**

20.2.1. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.

### 20.3. **Use of Buildings and Equipment**

20.3.1. The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

20.3.2. The Association shall have the right to use District educational technology equipment so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost.

### 20.4. **Access to Worksite**

20.4.1. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

**Article 21**  
**DURATION**

21.1. **Dates of Effect**

21.1.1. This Agreement shall be effective as of the date of ratification by both parties and shall continue in full force and effect until June 30, 2024.

21.2. **Reopeners**

21.2.1. The District and Association agree that by mutual consent if there is a problem in the contract that item may be opened for discussion.

21.2.2. The Contract is closed and the parties have no further obligation to meet and negotiate on terms and conditions set forth herein during the 2021-2022 and the 2022-2023 school years.

21.2.3 For 2023-2024 the parties shall meet and negotiate on Article 3. Wages and two additional articles of each party's choosing.

21.3. **Final Approval**

21.3.1. In witness whereof the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

FOR THE BOARD:  
Adopted:

FOR THE ASSOCIATION:  
Ratified:

\_\_\_\_\_  
Michael Milliken, Ph.D.  
Superintendent

\_\_\_\_\_  
Karen Byrne  
SBEA President

## **LIST OF APPENDICES**

- A. Salary Schedules
- B. Compensation Time Record Sheet
- C. Coverage in Lieu of Substitute K-6 Teacher Time Sheet
- D. District Sexual Harassment Policy
- E. Evaluation Form
- F. Standards
- G. Grievance Form

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