



SAN MARCOS

UNIFIED SCHOOL DISTRICT

engaging students...**inspiring futures**

Master Contract

San Marcos Unified School District

and the

**San Marcos Educators Association
CTA/NEA**

**July 1, 2018
through
June 30, 2021**

Table of Contents

ARTICLE I:	AGREEMENT, DURATION, REOPENERS	1
ARTICLE II:	RECOGNITION	1
ARTICLE III:	EMPLOYEE RIGHTS	1
ARTICLE IV:	ASSOCIATION RIGHTS	1
ARTICLE V:	DISTRICT RIGHTS	2
ARTICLE VI:	NEGOTIATION PROCEDURES	2
ARTICLE VII:	DEFINITIONS	3
ARTICLE VIII:	WORK YEAR	4
ARTICLE IX:	HOURS	4
ARTICLE X:	SALARY	5
	Section 1: Payment	5
	Section 2: Placement on Schedule	5
	Section 3: Credit for College and University Training	5
	Section 4: Incorrect Salary Placement	6
	Section 5: Employee Travel	6
	Section 6: Other Hourly Rates of Pay	6
	Section 7: Extra Pay	7
ARTICLE XI:	EMPLOYEE BENEFITS	11
ARTICLE XII:	GRIEVANCE PROCEDURE	13
ARTICLE XIII:	CLASS SIZE	15
ARTICLE XIV:	TEACHER SAFETY	16
ARTICLE XV:	TRANSFERS	16
ARTICLE XVI:	LEAVES	17
	GENERAL PROVISIONS	17
	ILLNESS AND INJURY	18
	MATERNITY LEAVE (NON-DISABILITY)	18
	INDUSTRIAL ACCIDENT AND ILLNESS LEAVE	19
	PERSONAL NECESSITY	19
	PERSONAL LEAVE	20
	BEREAVEMENT LEAVE	20
	SABBATICAL LEAVE	20
	EDUCATIONAL GRANT LEAVE	21
	JURY DUTY	22
	SUBPOENA LEAVE OF ABSENCE	22
	LEAVE FOR CONFERENCE ATTENDANCE	22
	LONG TERM LEAVE	22
	HEALTH LEAVE	23
	DISABILITY LEAVE	23
	OVERSEAS TEACHING LEAVE	23
	STUDY LEAVE	23
	LEGISLATIVE LEAVE	23
	IN-SERVICE LEAVE	23
	ASSOCIATION LEAVE	23
	MISCELLANEOUS	23
ARTICLE XVII:	EVALUATION PROCEDURE	24
ARTICLE XVIII:	PROFESSIONAL DUES OR FEES, PAYROLL DEDUCTION, AND ORGANIZATIONAL SECURITY- AGENCY	26
ARTICLE XIX:	MISCELLANEOUS	26
ARTICLE XX:	SAVINGS CLAUSE	27
ARTICLE XXI:	EFFECT OF AGREEMENT	27
ARTICLE XXII:	EARLY RETIREMENT INCENTIVE PROGRAM	27

1 **ARTICLE I: AGREEMENT, DURATION, RE-OPENERS**

- 2
- 3 A. The Articles and provisions contained herein constitute a bilateral and binding Agreement by and
- 4 between the San Marcos Unified School District, hereinafter referred to as the "District" and the
- 5 San Marcos Educators' Association/California Teachers Association/National Education Associa-
- 6 tion, an employee organization hereinafter referred to as the "Association."
- 7 B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government
- 8 Code.
- 9 C. With the exception of those provisions that identify an effective date after the date of this agree-
- 10 ment or a sunset date, this Agreement shall remain in full force and effect from July 1, 2018 until
- 11 June 30, 2021.
- 12

13 For the duration of this agreement, the District and SMEA may each re-open one article for nego-

14 tiations in the 2020-2021 school year. In the event that the State of California reduces LCFF fund-

15 ing while this agreement is in force, the Association and District will re-open negotiations in a

16 timely manner.

17

18 **ARTICLE II: RECOGNITION**

19

20 The Board recognizes the Association for the purposes of meeting and negotiating, pursuant to Chapter

21 10.7, Sections 3540-3549 of the Government Code, as the exclusive representative of a unit consisting of

22 employees recognized by the District at its regular Board meeting of May 20, 1976.

23

24 **ARTICLE III: EMPLOYEE RIGHTS**

25

26 The District and the Association recognize the right of employees to form, join and participate in lawful

27 activities of employee organizations and the equal alternative right of employees to refuse to form, join and

28 participate in employee organization activities.

29

30 **ARTICLE IV: ASSOCIATION RIGHTS**

- 31
- 32 A. The Association shall have the right to use buildings and facilities without charge subject to condi-
- 33 tions governing North County Regional Education Center usage.
- 34 B. The Association shall have the right to use available school equipment normally accessible for
- 35 use by unit members, with reasonable cost reimbursable to the District.
- 36 C. The Association shall have the right to post notices of activities and matters of Association concern
- 37 on Association bulletin boards. Space shall be provided in each school in an area frequented
- 38 by unit members.
- 39 D. The Association shall have the right to use institutional mailboxes and other means of communi-
- 40 cation, subject to reasonable regulation.
- 41 E. The Association shall have the right of reasonable access to unit members subject to the follow-
- 42 ing:
- 43 1. The Association shall provide the District with the names of representatives authorized
- 44 to discuss Association business.
- 45 2. Association representatives shall report to the principal or designee upon initial entrance
- 46 on site to provide information on length, place, and purpose of visit.
- 47 3. Association business shall be conducted at times not to interfere with regular teaching
- 48 duties and obligations.
- 49 F. Names, addresses, and telephone numbers of all District unit members as provided to District for
- 50 release shall be provided without cost to the Association no later than October 1st of each school
- 51 year.
- 52 G. The Association shall be provided two (2) copies of the Board Agenda with non-confidential sup-
- 53 portive materials at the same time these materials are provided to Board members.
- 54 H. The Association has the right to consult with the Board on the definition of educational objectives,
- 55 the determination of the content of courses and curriculum, and the selection of textbooks.
- 56 I. The District shall not discriminate against any unit member on the basis of membership in an em-
- 57 ployee organization or participation in the activities of an employee organization.
- 58 J. The District shall provide notice to the Association President of when the annual New Teacher
- 59 Orientation has been scheduled no later than thirty (30) days prior to this event. The Association
- 60 shall be granted up to sixty (60) minutes during this event to meet with the newly hired bargaining
- 61 unit members in attendance. The District shall provide any bargaining unit members hired after

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

this event a recorded message furnished by the Association. Any costs associated with the production and/or distribution of this recorded message shall be borne exclusively by the Association. Within thirty (30) days of their hire, the District shall provide the contact information of each newly hired bargaining unit member to the Association, except as otherwise required by Government Code sections 3555-3559 or other pertinent law. This provision is entered into pursuant to AB 119 and is comprehensive of the Association's right to attend and participate in new employee orientations for Certificated employees

- K. The District shall notify the Association President, or designee, no later than ten (10) days after Human Resources receives a Public Records Act request for unit member contact information, disciplinary records, performance evaluations, or other personnel record information in addition to providing the Association President, or designee, with a copy of the District's response.

ARTICLE V: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law and this agreement. Included in, but not limited to these duties and powers, is the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine and establish budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees in accordance with and limited by Education and Government Codes.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the Government and Education Codes and the decision of the Public Employment Relations Board, and then only to the extent such specific and express terms are in conformance with the law.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article XII ("Grievance"). "Emergency" as used in this Article is defined as those emergency rights granted to the District in the Education and Government Codes.

ARTICLE VI: NEGOTIATION PROCEDURES

- A. After January 1st of the year in which this Agreement expires, the Association may present to the District a proposed successor agreement. The District agrees to meet and negotiate with the Association over a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement. Such negotiations may, at the request of either party, include any matters covered by this Agreement or any matters not so covered which are legally permissible subjects of negotiations. Any agreement so negotiated will be reduced to writing and signed by the District and the Association. During negotiations, the District and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The District will provide the Association, within five (5) working days of receipt of written request to the Superintendent, with public information (records, data, worksheets) and budgetary materials which may be relevant to negotiations or processing grievances.
- B. Either party may utilize the services of outside consultants and/or resource persons and may call upon them to assist in the negotiations. As a courtesy, the party utilizing these services should notify the other party twenty-four (24) hours prior to the meetings.
- C. The District and the Association may designate representatives to meet and negotiate. Agreements reached by representatives shall be subject to ratification by the Board and the Association.

- 1 D. Negotiations shall take place at mutually agreeable times and places during the regular school
- 2 day, provided that meetings shall be held within five (5) working days from receipt of a written re-
- 3 quest.
- 4 E. The Association and District shall designate not more than eight (8) representatives who shall
- 5 have the right to receive reasonable periods of released time without loss of compensation when
- 6 meeting and negotiating or to attend impasse proceedings. Guidelines established by the Public
- 7 Employment Relations Board will be followed regarding the amount of released time granted the
- 8 Association for the purpose of meeting and negotiating subsequent contracts.
- 9 F. The District, upon request of the Association to the Superintendent, shall furnish the Association
- 10 with public information that is relevant to the Association's role as the exclusive bargaining repre-
- 11 sentative. The information requested shall be provided within five (5) working days of receipt of
- 12 the written request. Information shall include county and state-required reports, copies of budget
- 13 reports and other public information.
- 14 G. Not later than November 1st, the District shall furnish the Association with the placement of unit
- 15 members on the respective salary schedules as of October 1.

ARTICLE VII: DEFINITIONS

- 17
- 18
- 19 For the purpose of this Agreement the following definitions shall be used:
- 20 A. "Board" refers to the duly elected Governing Board of the San Marcos Unified School District.
 - 21 B. "District" refers to the Board and its management team.
 - 22 C. "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article
 - 23 II and therefore covered by the terms and provisions of this Agreement.
 - 24 D. "Teacher" refers to any certificated employee who has classroom supervision of pupils.
 - 25 E. "Immediate Supervisor" refers to the building principal or administrator having immediate jurisdic-
 - 26 tion over the unit member.
 - 27 F. "Superintendent" refers to the chief administrator of the District or the Superintendent's designee.
 - 28 G. "Physician" refers to a person duly authorized to treat diseases and lawfully engaged in the prac-
 - 29 tice of medicine.
 - 30 H. "Days" means school days during which students are required to be in attendance.
 - 31 I. "Contractual Day" means any day scheduled by the District and utilized by the unit member to
 - 32 fulfill a contract.
 - 33 J. "Scope of Representation" shall be limited to matters relating to wages, hours of employment,
 - 34 and other terms and conditions of employment. Terms and conditions of employment mean
 - 35 health and welfare benefits as defined by Government Code Section 53200, leave and transfer
 - 36 policies, safety conditions of employment, class size, procedures to be used for the evaluation of
 - 37 employees, organizational security and procedures for processing grievances.
 - 38 K. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach
 - 39 agreement, including, but not limited to, the duty on the part of each party to provide the other
 - 40 within five (5) working days of receipt of written request with public information (records, data,
 - 41 worksheets) and budgetary materials which may be relevant to negotiations within scope of rep-
 - 42 resentation and also the duty to meet and negotiate as provided by Section 3543.7 of the Educa-
 - 43 tional Employment Relations Act.
 - 44 L. "Paid Leave of Absence" means that a unit member shall be entitled (a) to receive wages and all
 - 45 fringe benefits, (b) to return to a certificated position (unless prohibited by the Education Code),
 - 46 and (c) to receive credit for annual salary increments provided during the employee's leave.
 - 47 M. "Unpaid Leave of Absence" means that a unit member shall be entitled (a) to return to a certifi-
 - 48 cated position (unless prohibited by Education Code), (b) to receive all benefits by paying the re-
 - 49 quired premiums.
 - 50 N. "Immediate Family" is defined as mother, father, grandmother, grandfather, or grandchild of the
 - 51 employee or of the spouse/domestic partner of the employee; and the spouse/domestic partner,
 - 52 son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living
 - 53 in the immediate household of the employee.
 - 54 O. "Daily Rate of Pay" is defined as \$200 per day
 - 55 P. "The Professional Growth Committee" shall be composed of four (4) members. Two (2) members
 - 56 shall be appointed by the Association and two (2) members appointed by the District. The Pro-
 - 57 fessional Growth Committee shall make recommendations for approval or disapproval of Sabbat-
 - 58 tical Leaves and credit for salary purposes for college and university training.
 - 59 Q. "Per Diem Rate" means the unit member's annual contract salary divided by the number of con-
 - 60 tractual days.
 - 61

1
2
3 **ARTICLE VIII: WORK YEAR**

4 The work year for all first year unit members will be 184 contractual days except as specified in Article X
5 with an additional 37 ½ hours of in-service training to be completed in the first two years of their employ-
6 ment. Eligibility for district provided benefits will commence on the 1st day of the succeeding month after
7 the first day of service for new benefit eligible unit members. The work year for all unit members, other
8 than first year employees, will be 184 contractual days except as specified in Article X.

9 **ARTICLE IX: HOURS**

- 10
11 A. During a regular school day the hours of service shall be rendered as follows. A work day is a unit
12 of seven and one-half (7 1/2) hours of school based service per day inclusive of a minimum of a
13 thirty (30) minute duty-free lunch plus a minimum of a five (5) minute pass period and at the K-5
14 level, a duty free a.m. recess period. Such hours of service shall be directed by the unit mem-
15 ber's immediate supervisor. The parties agree that pursuant to applicable state and federal laws,
16 board policy and administrative procedure and this Agreement, site administrators are responsi-
17 ble for the safe and efficient management of the schools to which they are assigned. All adjunct
18 duties will be assigned as equitably as possible.
- 19 B. Faculty meetings shall not increase the unit member workday described in (A) above by more
20 than forty-five (45) minutes. Faculty meetings shall not exceed one (1) per month, with a second
21 meeting per month optional at the discretion of the immediate supervisor.
- 22 C. On the last day of the week or the day before a holiday, a unit member may arrange with the im-
23 mediate supervisor to leave after the safe dismissal of the last class of the day. Approval shall be
24 granted if the unit member has no previously assigned adjunct duties and the unit member has
25 changed the beginning time to provide for seven and one-half (7 1/2) hours of school-based ser-
26 vice on the day.
- 27 D. Both parties agree to this provision in a good faith effort to develop mutually agreeable practices
28 relating to hours.
- 29 E. Preparation Time
- 30 1. The elementary school unit members shall receive 200 minutes of preparation time during the
31 physical education per ten work day period. The number of holidays, minimum days, and
32 parent conferences are factors in calculating the total number of minutes available for prepa-
33 ration time.
- 34 2. Each middle school unit member shall have one preparation period for each 5 teaching
35 periods
- 36 3. Each high school unit member shall have one preparation period for each 5 teaching
37 periods.
- 38 F. Structured Teacher Collaboration Time (STCT)
- 39 1. STCT refers to the one hour of early release time scheduled on Wednesdays at elementary
40 and middle schools, as well as the late start Tuesday for high schools, grades 9-12. This time
41 is designed to provide teachers regularly scheduled opportunities to collaborate in order to
42 address the school's priorities and goals. The priorities and goals may originate at the Dis-
43 trict, school, and/or grade/department levels.
- 44 2. Each Principal is to meet with the site's Leadership Team to develop school goals for the
45 year. The goals should be based on the analysis of site specific data. STCT days are to be
46 planned by the Principal and the Leadership Team and those plans are to be communicated
47 to the teaching staff. Agenda topics are to be aligned with the schools goals and agendas are
48 to be communicated to the Principal by the Leadership Team representatives on the day
49 prior to the STCT meeting. Upon request, a written summary of the meeting is to be provided
50 to the Principal on the day following each STCT meeting.
- 51 3. Collaboration activities may include: full staff meetings, staff inservice training, data analysis
52 and the development of action plans, instructional techniques and material collaboration, pro-
53 fessional development including book studies, collaborative lesson planning, development of
54 common assessments, and any other activities that would help a site reach its goals.
- 55 G. TK-5th Grade Release Days
- 56 Transitional Kindergarten through 5th grade teachers shall receive six (6) early release days, to be
57 determined by Site Leadership Teams and to be scheduled during an STCT day, for use as prep-
58 aration.
- 59 H. Special Education Assessments
- 60 1. Secondary Special Education teachers shall receive one (1) additional preparation period for
61 the purposes of conducting student assessments, facilitating IEP meetings, and for the per-

- 1 performance of other Special Education duties. No Special Education teacher shall receive more
2 than two (2) preparation periods.
- 3 2. Elementary Special Education teachers shall receive up to eight (8) release days for the pur-
4 poses of conducting student assessments, facilitating IEP meetings, and for the performance
5 of other Special Education duties. The number of, and scheduling of, these days shall be mu-
6 tually agreed upon with the site administration and unit member.

7
8 **ARTICLE X: SALARY**
9

- 10 A. 2018-2019
11 Effective July 1, 2018, the Certificated Salary Schedule shall be increased by 3.5%, 3.0% of
12 which shall be retroactive to July 1, 2018.
- 13
14 2019-2020
15 Effective January 1, 2020, the Certificated Salary Schedule shall be increased by 3.0%.
- 16
17 2020-2021
18 Effective January 1, 2021, the Certificated Salary Schedule shall be increased by 2%.

19
20 **Section 1: Payment**

21 The payroll period shall be defined as monthly. Salary payments shall be made in accordance
22 with county payroll procedures (not later than the last day unit members are required to work dur-
23 ing the payroll period exclusive of vacation periods). Checks shall be available for pick up at the
24 District Office in the Payroll Department. Salary payments for services in addition to the unit
25 member's regular assignment shall be made not later than the last day of the month following the
26 month in which the service was performed.

27 **Section 2: Placement on Schedule**

- 28 A. Effective July 1, 2016, employees new to the District shall be allowed salary schedule placement
29 credit for up to ten (10) years of previous experience with a maximum salary schedule entry
30 placement of step eleven (11), provided that such prior service shall meet all of the following criteria
31 enumerated in Section 3 of this Article. Effective July 1, 2016, current employees hired for the
32 2012-2013, 2013-2014, 2014-2015, 2015-2016, and the 2016-2017 school years shall be allowed
33 salary schedule placement credit for up to ten (10) years of previous experience with a maximum
34 salary placement of step eleven (11), provided that such prior service shall meet all of the follow-
35 ing criteria enumerated in Section 3 of this article.
- 36 1. The previous service was rendered for at least seventy-five percent (75%) of the school
37 year, on the basis of a full-time contract.
 - 38 2. The previous service was rendered after the confirmation of a Bachelor's Degree.
 - 39 3. The previous service was rendered in a public or private school system within the United
40 States of America, or in dependent schools maintained for American overseas dependents.
41 Employee shall have maintained a valid credential during this service.
 - 42 4. The previous service was rendered in a position comparable to the initial District assign-
43 ment.
 - 44 5. The previous service was rendered at a level of satisfactory or better performance, as
45 judged by the employee's evaluator.
- 46 B. Each July 1, an employee shall be appropriately placed within the District compensation plan in
47 accordance with District approved professional work experience. In order to qualify for any salary
48 schedule step advancement provisions, an employee's service shall meet both of the following
49 criteria:
- 50 1. The prior year's service was rendered under (full-time) contract for at least seventy-five per-
51 cent (75%) of the school year.
 - 52 2. The prior year's service was rendered at a level of satisfactory or better performance as
53 provided in the annual evaluation appraisal completed by the immediate supervisor. If an
54 unsatisfactory evaluation is to be given, the employee shall receive notice ninety (90) days
55 prior to the receipt of the notification of intent to dismiss. In the event dismissal is dropped
56 or unsuccessful, the increment shall be granted.

57 **Section 3: Credit for College and University Training**

58 The following criteria shall govern the crediting of Salary Schedule columnar provisions:

- 59 A. Credit for salary purposes cannot be given for any course work taken without the written approval
60 of the Professional Growth Committee.

- 1 B. The employee shall submit by March 1 a District Reclassification Form to the Human Resources
 2 and Development Department expressing the intent to change salary columns.
 3 C. Except as provided herein, in order to receive salary schedule credit, an employee must present
 4 an official transcript or documented grade report.
 5 D. The unit requirement for each salary column is stated in semester hours of credit, quarter-hour
 6 credits shall be computed into semester hours by multiplying quarter units by 2/3.
 7 E. For salary schedule purposes, only semester units, as described herein, earned after the confir-
 8 mation of the Bachelor's Degree shall be credited.
 9 F. Units to be applied for current year salary schedule credit shall:
 10 1. Be completed prior to the start of a school year; and
 11 2. Be verified in Human Resources and Development with official transcripts by November 1 of
 12 the current school year.
 13 G. Credit shall not be granted for any course in which less than a "C" grade (or "pass" if a pass/fail
 14 grading system is used by a college) is earned by the employee.
 15 H. All units and degrees shall be earned from institutions accredited by the American Association of
 16 Schools and Colleges, or regional affiliate.
 17 I. A major field of preparation shall be defined as twenty-four (24) semester hours; a minor field of
 18 study shall be defined as twenty (20) semester hours.
 19 J. Upper division or graduate courses that may be credited:
 20 1. A subject directly related to the employee's present or proposed assignment.
 21 2. A subject directly related to an employee's major or minor field of preparation.
 22 3. A subject directly related to, or required for, an advanced degree in professional education
 23 or the employee's assignment or major or minor fields of preparation.
 24 4. A subject required by a California credential, evaluation or renewal.
 25 5. A subject commonly taught in the elementary schools by an employee in a self-contained
 26 classroom program.
 27 6. Courses in an additional major or minor field of preparation by an employee in a depart-
 28 mentalized classroom program (see K.3 below).
 29 K. Lower division courses that may be credited:
 30 1. Courses required by a California credential, evaluation or renewal.
 31 2. A course, not previously taken, that is offered by a teacher training institution and which is
 32 directly related to an employee's assignment.
 33 3. Courses required as a foundation for the acquiring of an additional major or minor field of
 34 preparation related to the employee's assignment – such lower division courses to be cred-
 35 ited only when the requirements of a full minor preparation have been met.
 36 L. Repeat credit may be granted for a course taken at a teacher training institution in which:
 37 1. The content field has recently undergone substantial change;
 38 2. An updating of employee training is desirable.

39 **Section 4: Incorrect Salary Placement**

40 Errors in current salary schedule placement shall only be corrected during the fiscal year in which
 41 they are discovered, and any corrections shall be retroactive only to July 1 of the current fiscal
 42 year.

43 **Section 5: Employee Travel**

44 Employees who are required by the District to use their own automobiles in the performance of
 45 their regularly assigned duties or for home teaching, shall be reimbursed for all such travel, at
 46 the rate established by IRS, excluding home to beginning work location and ending work loca-
 47 tion to home. Prior authorization from the employee's immediate supervisor is required. Month-
 48 ly claims for mileage shall be submitted on District forms within thirty (30) days after the end of
 49 the month.

50 **Section 6: Other Hourly Rates of Pay**

51 Classification	**Hourly rates of pay will
52 Adult Education Teaching	be adjusted annually by
53	the same annual per-
54 Intra-School Substitute	centage adjustment
55 Home Teaching	applied to the certifi-
56	cated salary schedule
57 Summer School Teaching	(2019-2020) \$41.02

58
 59 (Includes time required on site before and after school. A minimum of fifteen (15) minutes prior
 60 to and fifteen (15) minutes after instructional time is required.)

1 **Section 7: Extra Pay**

2 A. Unit members serving in extra duty assignments, established by the District, shall continue to be
3 paid in accordance with their placement on the current annual Certificated Salary Schedule, plus
4 an amount in accordance with their placement on the "Extra Pay for Extra Duty Salary Schedule"
5 for the specific category assignment.

6 B. Any new coaching or extra duty positions that may be established during the duration of this
7 Agreement by the District shall have the compensation rate established by the District within the
8 level of structure contained in this Agreement.

9 C. Extra Pay for Extra Duty Salary Schedule

10 Years of Service	AA	A	B	C	D	E
11 1	11.76%	10.15%	8.54%	6.93%	5.18%	3.31%
12 2	12.35%	10.69%	9.02%	7.36%	5.56%	3.63%
13 3	12.94%	11.23%	9.50%	7.79%	5.94%	3.95%
14 4	13.53%	11.77%	9.98%	8.22%	6.32%	4.27%
15 5	14.12%	12.31%	10.46%	8.65%	6.70%	4.59%
16 10	14.71%	12.85%	10.94%	9.08%	7.08%	4.91%
17 15	15.30%	13.39%	11.42%	9.51%	7.46%	5.23%

18 Extended Athletic Season

19 When the season of a C.I.F. sport is extended beyond that listed on the league calendar, the assigned
20 varsity coach(es) shall receive additional remuneration as indicated below:

- 21 • 10% of annual coaching pay/week for the varsity coaches of the following full teams:
22 (Volleyball, Softball, Field Hockey, Basketball, Football, Baseball, Soccer, Lacrosse, Water
23 Polo and Cheer).
- 24 • 7.5% of annual coaching pay/week for the varsity coaches of the following individual sports:
25 (Golf, Tennis, Swimming, Wrestling, Cross-Country, Track). Varsity coaches are defined as
26 those coaches who have worked for the entire season directly with the varsity athletes
27 qualifying for extended season competition.

28 Placement on Schedule

- 29 1. All percentages are based on Column 1 Step 1 of the current annual Certificated Salary
30 Schedule.
- 31 2. Prior to assignment to these positions, job descriptions will be provided to prospective ap-
32 pointees.
- 33 3. A maximum of five (5) years of experience for schedule placement purposes shall be grant-
34 ed for experience outside the District.
- 35 4. A maximum of five (5) years experience will be granted for new coaching extra pay assign-
36 ments if the employee has accrued five (5) or more years of experience in another sport.

37 D. Extra Pay for Extra Duty

38 Sport/Activity	Position	Stipend
39 Academic League	Varsity Academic League	C
	JV Academic League	C
	Frosh Academic League	C
40 Athletic Director		
41 15% of Unit Member's current salary schedule placement		
42 Band	Band Director	AA
	Band Assistant	B
	(if enrollment >60+)	
	Performance Band	E
	(Spring)	
43 Baseball	Head Varsity	A
	Assistant Varsity	B
	JV	B
	Frosh	C
44 Basketball	Head Varsity (Boys)	A
	Head Varsity (Girls)	A
	Assistant Varsity (Boys)	B
	Assistant Varsity (Girls)	B
	JV (Boys)	B
	JV (Girls)	B

1		Frosh (Boys)	C
2		Frosh (Girls)	C
3	Cheer	Varsity (Fall and Winter)	B
4		JV (Fall and Winter)	B
5	Choral Director	Choral Director	B
6	Cross Country	Varsity (Boys)	B
7		Varsity (Girls)	B
8		Assistant Varsity	B
9	Dance Productions		B
10	Dance Team	Varsity (Fall and Winter)	B
11		JV (Fall and Winter)	B
12	Drama	Drama (Fall and Spring)	B
13		Assistant Drama	C
14		(Fall and Spring)	
15	Field Hockey	Head Varsity	B
16		Assistant Varsity	C
17		JV	C
18	Football	Head Varsity	AA
19		Assistant Head Varsity	A
20		Assistant Varsity	B
21		Head JV	B
22		Head Frosh	B
23		Assistant JV	B
24		Assistant Frosh	C
25	Golf	Head Varsity (Boys)	B
26		Head Varsity (Girls)	B
27		JV (Boys)	C
28		JV (Girls)	C
29	Journalism	Journalism	B
30	Lacrosse	Varsity	B
31		JV	C
32	Pageantry/Color Guard	Pageantry	B
33		(Fall and Winter)	
34	Soccer	Head Varsity (Boys)	A
35		Head Varsity (Girls)	A
36		Assistant Varsity (Boys)	B
37		Assistant Varsity (Girls)	B
38		JV (Boys)	B
39		JV (Girls)	B
40		Frosh (Boys)	C
41		Frosh (Girls)	C
42	Softball	Head Varsity	A
43		Assistant Varsity	B
44		JV	B
45		Frosh	C
46	Speech		B
47	Swimming	Head Varsity (Boys)	B
48		Assistant	C
49		Head Varsity (Girls)	B
50	Tennis	Head Varsity (Boys)	B
51		Head Varsity (Girls)	B
52		JV (Boys)	C
53		JV (Girls)	C
54	Track	Head Varsity (Boys)	A
55		Head Varsity (Girls)	A
56		Assistant Varsity (Boys)	B
57		Assistant Varsity (Girls)	B
58		JV (Boys)	C
59		JV (Girls)	C
60	Volleyball	Head Varsity (Boys)	B
61		Head Varsity (Girls)	B

1		Assistant Varsity (Boys)	C
2		Assistant Varsity (Girls)	C
3		JV (Boys)	C
4		JV (Girls)	C
5		Head Frosh (Boys)	C
6		Head Frosh (Girls)	C
7	Water Polo	Head Varsity (Boys)	B
8		JV/Assistant Varsity (Boys)	C
9		Head Varsity (Girls)	B
10		JV/Assistant Varsity (Girls)	C
11	Wrestling	Head Varsity	A
12		JV	B
13		Frosh	C
14	Yearbook		A
15			
16	<u>All other School Coaches</u>		
17	Middle	Band Director	B
18	School	Athletic Coordinator	B
19		District Athletic Coor.	B
20			
21	<u>Class D</u>	<u>Athletic</u>	
22	Grades	6 th - 7 th Grade Head Basketball	
23	6 - 8	8 th Grade Head Basketball	
24		6 th - 7 th Grade Football	
25		8 th Grade Football	
26		Head Track	
27		Cross Country	
28		Soccer	
29		Softball	
30		Tennis	
31		Flag Football	
32		Volleyball	
33			
34	<u>Class E</u>	<u>Middle School</u>	
35		Yearbook Advisor	
36		ASB Advisor	
37	Asst. Coaching		
38	Grades 6 – 8	Football	
39		Basketball	
40		Track	
41		Cross Country	
42		Soccer	
43			
44	E.	<u>Student Service Extra Responsibility Pay Schedule</u>	
45		1.	Counselors, Psychologists, Supplementary Education Resources Teachers, Speech Therapists, Bilingual Resource Teachers, EL Coordinators, Social Workers, and Nurses – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/194 days work year.
46			
47			
48			
49		2.	High School ASB Advisor – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/teacher work year.
50			
51			The Middle School ASB Advisors will be paid in accordance with the Extra Pay for Extra Duty Salary Schedule (Column E)
52			
53		3.	Psychometrist – 7 1/2 hour/day (no conference period).
54			.05% differential above placement on schedule/teacher work year.
55		4.	Projects Coordinator – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/194 days work year.
56			
57		5.	ROP/VOC Ed Coordinator – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/194 days work year.
58			
59		6.	Upon prior approval by the site administrator and the Assistant Superintendent of Human Resources, Counselors, Speech Therapists, and Psychologists may request to work additional days beyond their regular contractual work year.
60			
61			

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

- F. Grades 6 – 12 Extra Pay for Extra Responsibility
 **(Effective January 1, 2019, and increased percentage as per annual salary settlement)

AA	A	B	C	D
3,450	3,270	2,665	2,045	1,439
*45+	31-45	16-30	1-15	

 - *Unit members shall be compensated by the number of class sections in the department. High School and Grades 6 – 8 Department Chairpersons who qualify for the AA stipend may elect to receive the stipend or an additional non-teaching period to conduct Department business. No Department Chairpersons shall receive more than 2 non-teaching periods.
 - 1. High School Department Chairpersons – Column AA, A, B, or C
 - 2. Grades 6 – 8 Department Chairpersons – Column AA, A, B, or C
 - 3. High School Lead Counselor – Column C
 - 4. Lead Social Worker – Column C
 - 5. High School and Grades 6 – 8 Department Chairpersons shall serve on a voluntary basis and shall be elected by a simple majority vote by the members of their department. Each member of the department shall be given one vote to cast.
- G. Other Positions
 - 1. Future Farmer Advisor/Agriculture Teacher – Unit member year plus thirty-eight (38) days at per diem rate. Such additional days to be mutually arranged with the immediate supervisor.
 - 2. Librarians – Librarians that mutually arrange with their immediate supervisor for extra days of employment shall be paid their per diem rate.
 - 3. Per diem salary shall be paid to any unit member who performs extra days of service with prior authorization of their immediate supervisor. These duties are expressly understood to be beyond those required under the provisions of their basic workday assignment as provided in Article IX.
 - 4. Certificated staff retiring from the District, with eligibility for employee medical benefits, shall be paid for substitute teaching at the substitute per diem rate +\$15.
 - H. Extra-Curricular Pay for K-8
 For the purposes of evaluation and assessment of certificated personnel, any adjunct duties shall be provided for in an agreement with the teacher and the District, and such assigned duties or responsibilities shall have a weight factor appropriate to their nature as determined by the District.
 - 1. Duties included are: Team Leader; Coordinator of Special Programs at grade levels or building sites.
 - 2. Elementary Grade Level Leaders shall serve on a voluntary basis and shall be elected by a simple majority vote by the members of their grade level. Elementary Grade Level Leaders shall serve one year terms and shall be compensated according to Article X, Section F, of the Master Contract. Stipend levels shall be determined in the following manner: Column AA-Grades with 10 or more classes; Column A-Grades with 7-9 classes; Column B-Grades with 4-6 classes; Column C-Grades with 1-3 classes. Elementary Grade Level Leaders include one leader of each grade level and one special education leader at each elementary school.
 - I. Extra Pay Payments
 Stipends for Department Chairpersons, Grade Level Leaders, Coordinators, ASB Advisors, Counselors, Psychologists, Supplemental Educational Resource Teachers and BTSA Providers shall be paid in addition to normal monthly salary. Payment for other extra duty service assignments listed in Section 7 of this Article shall be made in accordance with county payroll procedures on the first applicable pay date following the completion of the season/performance.
 - J. No unit member shall be assigned extra-curricular duties without a background for that duty. An extra-curricular assignment shall not be disciplinary, arbitrary, capricious, discriminatory, or without just cause.
 - K. Assignments of extra-duty shall be accompanied by a written description of the duties and responsibilities. In the event the unit member desires the use of the grievance procedure, the grievance time limits shall be reduced to expedite resolution. Paid extra-duty assignments shall not be a required condition of continued employment.
 - L. Certificated “Comp” Days
 Unit members, who provide substitute service for another unit member on track may, in lieu of pay, accrue a maximum of two (2) days “comp” time (per annum), to be taken in lieu of regularly-scheduled work days. Written request to take these two “comp” days must (a) be secured at least four (4) days in advance of anticipated absence and (b) must be approved by site principal.

- 1 "Comp" days must be taken in the fiscal year in which they are earned; they do not accumulate
- 2 from year to year.
- 3 M. Effective July 1, 2017, the Daily Rate for work performed on days in addition to the annual work
- 4 calendar shall be \$200.
- 5 N. A grade 6-12 teacher who is assigned one or more teaching periods in addition to those sched-
- 6 uled in the standard seven and one-half hour workday shall be paid at the daily rate of one-fifth
- 7 of the unit member's per diem placement on the Certificated Salary Schedule in effect at the
- 8 time for such extra period.
- 9 O. Class Coverage
- 10 1. Elementary Class Division Compensation
- 11 In the event an elementary site does not have enough substitute teachers to cover all un-
- 12 filled vacancies for a day, and a grade level class needs to be equally divided up among the
- 13 remaining grade level teachers, each teacher that receives students shall be compensated
- 14 the substitute teacher daily rate divided equally amongst all teachers who receive students.
- 15 For example, if four teachers receive students from another class, those four teachers will
- 16 divide the substitute teacher daily rate equally between them.
- 17 2. Secondary Period Coverage
- 18 A unit member may be requested to provide coverage during their preparation period. The
- 19 site administration, or their designee, shall first seek volunteers for such assignments, and
- 20 shall make a reasonable effort to distribute assignments equitably. The unit member shall
- 21 be compensated at the hourly rate of pay.

ARTICLE XI: EMPLOYEE BENEFITS

- 22
- 23
- 24
- 25 Insurance
- 26 Health and Welfare Benefits
- 27 The District and the Association are committed to maintaining a quality health and welfare pro-
- 28 gram. The parties agree to a good faith effort and commitment to maintain a program, which is
- 29 comprehensive and cost-effective. Subject to the provisions of this article, the District shall, for
- 30 the duration of this agreement, provide health care benefits for eligible employees as specified
- 31 within the master insurance contract between the District and the respective insurance carriers.
- 32 A. The District and Association recognize the impact of escalating health insurance premiums. In an
- 33 effort to analyze, understand, and reduce the escalation of these costs, an Insurance Committee
- 34 shall meet on a regular basis.
- 35 1. The responsibility of the Insurance Committee is to review the cost trends in the District's car-
- 36 riers, program structure, and the benefit plans.
- 37 2. The Insurance Committee shall have the authority to analyze how the current carriers, pro-
- 38 gram structures, and benefit plans are impacting costs, to explore options which may reduce
- 39 costs or rates of increase in costs, and to make recommendations to the District regarding po-
- 40 tential adjustments. This Committee is an advisory body only. All relevant information re-
- 41 quested by the Committee that pertains to the Committee's responsibility shall be provided
- 42 within a reasonable time frame and shared with the Committee.
- 43 B. Part time employees (50%-99%) are eligible for District-provided health, dental, vision, and life
- 44 insurance plans up to the District Maximum Contribution. Part time employees may elect the Dis-
- 45 trict provided PPO plan and pay the amount over the pro-rated share of the District Maximum
- 46 Contribution based on the percent of their contract. A unit member does not lose the benefit of
- 47 Section D if during the ten (10) year service requirement they are employed under a job share
- 48 agreement. Additionally, the member does not lose the benefit of Section D if while employed
- 49 under a job share agreement he/she does not participate in the District's employee benefit plan.
- 50 Job share teachers must select one of the following two benefits options:
- 51 (1) Job share bargaining unit members shall pay the amount over 50% of the District Max-
- 52 imum Contribution for all benefits received. Each bargaining unit member shall have a
- 53 choice between the District HMO, Kaiser, or PPO plans.
- 54 (2) The job share partners, upon mutual agreement, may elect to assign all of the District
- 55 benefit options to one of the job share partners. Those job share partners choosing this op-
- 56 tion must provide proof of health coverage to the Human Resources prior to approval of the
- 57 job share.
- 58 C. The district life insurance benefit will be \$50,000 group term life for all eligible employees (50%-
- 59 100%) at no cost to the employee. This plan will allow unit members to purchase additional
- 60 amounts of coverage.

- 1 D. For employees hired prior to June 30, 2007, the Board shall provide health insurance premiums
2 for any benefited unit member retiring after reaching age 55 (and in our employ at the time) provided
3 said unit member has served ten (10) consecutive years of service in the District prior to
4 retirement.
- 5 E. The District shall provide the retiring employee who qualified for benefits under the provisions of
6 paragraph D above, annual medical insurance coverage for both unit member and
7 spouse/domestic partner from any District-provided health insurance plan that is being offered to
8 active bargaining unit members, subject to the same annual Benefit Cap and contribution required
9 of employees set forth in paragraph K below. Spousal/domestic partner coverage for
10 post-retirement medical insurance benefits will terminate when the spouse/domestic partner
11 reaches 65 years of age, regardless of employee's age.
- 12 F. The retiring employee hired prior to July 1, 1996, aged 65 years or older, shall elect annual medical
13 insurance coverage from one of the following district-provided options:
14 1. For those eligible for Medicare "A" coverage the District will provide Medicare "B" plus a
15 Medicare Supplement premium.
16 2. For those not eligible for Medicare the District will provide Medicare "A", Medicare "B", plus
17 a Medicare Supplement premium.
- 18 G. Medical Examinations and Tests
19 1. All District required medical examinations and tests relating to employment for new unit
20 members shall be paid for by the District.
21 2. The District shall notify all unit members at least thirty (30) days prior to the expiration of
22 required TB examinations.
- 23 H. Duration
24 1. The benefits provided in this Article shall remain in effect during the term of this Agreement.
25 Should a unit member's employment terminate, including without limitation, by resignation,
26 dismissal, non-reelection and non-renewal or should a unit member go on an approved unpaid
27 leave, all benefits will cease at the end of the month of termination or when the unpaid
28 leave of absence begins. If the District subsequently notifies the employee of its intent to
29 reemploy him/her for the following year, the coverage will continue until October 1. Employees
30 terminated or going on unpaid leaves shall have the right to continue coverage, at their
31 expense, under the terms and conditions of federal law (COBRA) and state law (AB 528).
32 Should the unit member be laid off due to a reduction in force, his/her coverage will continue
33 until October 1st. NOTE: Unpaid leave provision effective beginning in the 2014-2015
34 school year.
35 2. All benefits shall continue for those unit members who are on a paid leave of absence. The
36 premiums shall be paid by the District.
37 3. All unit members who are on Board-approved, unpaid leave of absence shall have the right
38 to continue coverage, at their expense, under the terms and conditions of federal law (CO-
39 BRA) and state law (AB 528).
40 4. Premium payments must be received by the Benefits Coordinator in the District Office no
41 later than the first day of the month in which the coverage is in effect.
- 42 I. In lieu of the mileage allowance provided under Article X, Section 5, employees required to
43 transport students shall be reimbursed at the rate established by the IRS while actually transporting
44 students.
- 45 J. Early Retirement Incentive
46 By December 31st of each school year, the District must announce whether or not a Retirement
47 Incentive will be offered. If offered, the window period will be 60 days beginning January 1st of
48 the school year in which it is offered. Participation in the early retirement incentive program will be
49 offered to those employees who have:
50 1. Attained 55 years of age prior to retirement;
51 2. Completed at least ten (10) years of full-time service in this district under the provisions of
52 the State Teacher Retirement System.
- 53 K. For each eligible employee, the District shall make a monthly contribution toward the purchase of
54 medical benefits, dental benefits, vision care benefits and life insurance benefits, as described in
55 this Article. There shall be no change to the District-provided medical plans available to eligible
56 employees, except by mutual agreement of SMEA and the District or as required herein. If there
57 is an increase to the health benefit premium rates, SMEA and the District may restructure the District-
58 provided health benefit plan and/or change plan administrators, by mutual agreement, to
59 achieve cost savings. Cost greater than that of the District Benefit cap shall be the responsibility
60 of the employee. The District will deduct employee contributions required herein on a monthly basis
61 from employee pay warrants and will make available a Flexible Spending Account (Section

1 125) to allow employees to make such contributions on a pre-tax basis. Effective January 1,
2 2017, the District shall transition to a tiered rating structure for each eligible employee. The annual
3 Benefit cap shall be tiered in the following manner: Single--\$7,881; Two Party--\$14,158; and
4 Family--\$19,359. The annual benefit cap for each tier shall be increased in 2018 by the percentage
5 equal to the greater of the Kaiser Single, Two Party or Family tier percentage increase. However,
6 for the 2018 health benefit plan year, the District Benefit cap for each tier will not exceed the
7 annual Kaiser premiums. The benefits Memorandum of Understanding (MOU) dated December
8 15, 2015, shall expire December 31, 2016. The District shall cover any SMEA benefits deficit for
9 the 2016 health benefit plan year. Upon the expiration of this MOU, the Association shall maintain
10 the ability to allocate all prior accumulated savings on future benefit plans for all of the eligible
11 employees referenced in this MOU. Effective January 1, 2018, the annual Benefit Cap shall be
12 tiered in the following manner: Single--\$7,902; Two-Party--\$14,346; and Family--\$19,710. The
13 annual Benefit Cap for each tier shall be increased in 2021 by the same percentage of the VEBA
14 rate increases in 2021 for Kaiser Single, Two-Party, and Family, up to a maximum of 5%. A Kaiser
15 rate increase greater than 5% shall be shared 50/50 by the District and each benefits eligible
16 bargaining Unit member.

17 L. Dual Coverage Exclusion

18 Employees and Retirees with Dual Coverage must elect to either receive VEBA medical insurance
19 coverage by virtue of their own employment/retirement status (as a "Subscriber") or through
20 their spouse or registered domestic partner (as a "Dependent"), such that one spouse/registered
21 domestic partner foregoes VEBA medical insurance benefits as a Subscriber. An Employee/
22 Retiree with "Dual Coverage" is defined as an individual who is eligible for coverage under a
23 VEBA medical insurance plan both as a Subscriber (District Employee or Retiree) and as a Dependent
24 (spouse or registered domestic partner of a benefited District Employee or Retiree). This
25 option out of Dual Coverage ("Exclusion") is applicable beginning March 1, 2009 and shall be
26 available only while authorized by VEBA with no cost to the District.
27

28 In the event the Subscriber Employee/Retiree loses eligibility for coverage, or the Dependent
29 Employee/Retiree ceases to be eligible as a Dependent due to divorce from, or death of, the
30 Subscriber Employee/Retiree, the Dependent Employee/Retiree will be allowed to become a
31 Subscriber, provided such Dependent Employee/Retiree continues to be eligible for medical insurance
32 coverage under this Agreement. Participation in this Dual Coverage Exclusion is optional
33 for the Subscriber Employee/Retiree.
34

35 Employee Benefits

36 Dental

37 The District's Delta Dental PPO Plan maximum is \$1,750 per person, per calendar year.
38 The District's Dental PPO Plan Orthodontia coverage is \$1,000 per child, per lifetime.

39 The District's Delta Dental Premier Plan maximum is \$1,000 per person, per calendar year.
40 The District's Delta Dental Premier Plan Orthodontia coverage is \$500 per child, per lifetime.
41
42

43 **ARTICLE XII: GRIEVANCE PROCEDURE**

44
45
46 A. Definitions

- 47 1. A "grievance" is a claim by one or more unit members or the Association that they or it have
48 been affected by a violation, misinterpretation or misapplication of a specific provision of this
49 Agreement, or a violation, misapplication or misinterpretation of any law, existing Board Policy,
50 practice or regulation relating to provisions of this Agreement.
51 2. A "grievant" may be any member of the bargaining unit including the Association or representatives
52 thereof covered by the terms of this Agreement.
53 3. A "day," for the purposes of the grievance procedure, is any day on which the central administrative
54 office of the San Marcos Unified School District is open for business.

55 B. Time Limits

- 56 1. The bargaining unit member who fails to comply with the established time limits will forfeit all
57 rights to the application of the grievance procedure.
58 2. The District shall comply with the established time limits or the grievance remedy sought
59 shall be granted.
60 3. The time limits may be extended by mutual agreement between the Association and the District.
61

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61

C. Informal Process
Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. If the grievance is not resolved to the satisfaction of the unit member within five (5) days, the employee may proceed to the formal process.

D. Formal Process
Level 1
1. Within twenty (20) days after the occurrence of the act or the omission giving rise to the grievance, the grievant may file the grievance in writing on the Grievance Form with the Association President and the immediate supervisor.
2. Within ten (10) days after the receipt of the written grievance by the immediate supervisor, the supervisor will meet with the grievant and a representative of the Association (if desired by the grievant) in an effort to resolve the grievance and render a written decision.

Level 2
1. In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Superintendent (or designee) within ten (10) days.
2. Within ten (10) days after the receipt of the written grievance by the Superintendent (or designee), the Superintendent (or designee) will meet with the grievant and a representative of the Association (if desired by the grievant) in an effort to resolve the grievance and render a written decision.

Level 3
The District and the Association may, by mutual consent, within the ten (10) days for appeal to Level 3, submit the grievance to mediation in an attempt to informally resolve all issues before a mediator provided by the State Mediation and Conciliation Service. If mutual consent is not reached, either party may elect to bypass Level 3 and proceed directly to Level 4, Arbitration. If the grievance is not resolved in mediation, the Association may appeal to Level 4, provided such appeal is submitted within ten (10) days after the last mediation session.

Level 4
In the event the grievant is not satisfied with the outcome of mediation at Level 3, the grievant may, within ten (10) days after receiving the decision at Level 3 request the Association to submit the grievance to arbitration. The Association, by written notice to the Superintendent within ten (10) days after receipt of the request, may submit the grievance to arbitration via the American Arbitration Association and proceed under the voluntary rules of said Association (AAA). The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) working days, a joint request shall be made to the American Arbitration Association (AAA) requesting a list of arbitrators be submitted. The cost for the services of AAA shall be mutually shared by the Association and the District. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier level of this grievance procedure. The decision of the arbitrator will be submitted to the Superintendent and the Association. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and Association. All other costs will be borne by the party incurring them. In the event the PERB establishes a list of arbitrators and rules for proceeding with arbitration, the parties shall substitute such lists, rules, and proceedings for arbitration at this level.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61

- E. Miscellaneous
 1. If, in the mutual judgment of the Association and the District, a grievance affects a group or class of unit members, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level 2.
 2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association. If the Superintendent agrees to waive Level 1, the processing of such grievance will be commenced at Level 2.
 3. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the Grievant and the President of the Association. Time limits for appeal provided in each level shall begin the school day following receipt of the written decision.
 4. When it is necessary for a member of the Association or other representative designated by the Association to attend a grievance meeting or hearing during the school day, the representative will, upon notice to the Superintendent by the President of the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any unit member whose appearance in such meetings or hearings as a witness is necessary will be accorded the same right.
 5. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
 6. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before the arbitrator rules upon the merits of the grievance.

ARTICLE XIII: CLASS SIZE

For the 2019-2020 school year, the District shall staff its classes on a District based average of:

- TK – 3: 24:1
- 4 – 5: 33:1
- 6 – 8: 34:1
- 9 – 12: 32.5:1

Commencing with the 2020-2021 school year, the District shall staff its classes on a site based average of:

- TK – 3: 24:1
- 4 – 5: 33:1
- 6 – 8: 34:1
- 9 – 12: 32.5:1

On the 15th instructional day of each school year, these staffing averages will be reviewed. If at that time any of these grade spans are staffed at a level above these stated averages, the District shall take immediate action to add the necessary teaching staff to ensure compliance with these initial staffing ratios.

After the initial TK-3 staffing ratio of 24:1 has been established during the first 15 instructional days of the school year, the parties agree to grant the District the flexibility to staff TK-3 classrooms on a site based average of 25:1 for the remainder of each school year. This constitutes a collectively bargained alternative ratio within the meaning of Education Code § 42238.02(d)(3)(B), (C), and (D).

At the elementary level, initial staffing ratios for core curriculum classes shall not include staff allocated for Physical Education, Art, Music, or Special Education programs. At the secondary level, initial staffing ratios shall only exclude staff allocated for Special Education programs. No additional and/or specially funded staff shall be included in the initial staffing ratios at any level (including Nurses, Counselors, TOSA's, or LCAP funded positions).

The District may, at its discretion, supplement the initial staffing ratios at any site with additional staff due to enrollment growth, program changes, student schedule changes, or student transfers. The District may, at its discretion, staff classes at ratios below the initial staffing ratios at any level and at any time during any school year.

1 The initial staffing ratios are intended to determine the allocation of teaching staff at the be-
2 ginning of each school year and are not intended to serve as class size maximums at any
3 school or grade level.
4

5 **ARTICLE XIV: TEACHER SAFETY**
6

- 7 A. Unit members shall immediately report to the Principal or immediate supervisor cases of assault
8 suffered by them in connection with their employment. The Supervisor shall immediately report
9 the incident to the police.
10 1. Such notification shall be immediately forwarded to the Superintendent who shall comply
11 with any reasonable request from the unit member for information in the possession of the
12 Superintendent relating to the incident or the persons involved, and shall act in appropriate
13 ways as liaison between the unit member, the police, and the courts.
14 B. If a criminal or civil proceeding is brought against a unit member as a result of a unit member's
15 reasonable action while performing within the scope of the unit member's duties, such unit mem-
16 ber shall receive such protection as is provided under the terms of the District's liability insurance
17 policy.
18 C. As used in this Article, "within the scope of the unit member's employment" shall include any ap-
19 proved voluntary activities (such as a field trip) which involve student personnel.
20 D. Working conditions for all personnel:
21 1. Facilities, grounds, machinery, and equipment should, for the safety and well being of all
22 unit members, meet CAL-OSHA requirements.
23 2. Unit members shall not be required to work under unsafe conditions, or to perform tasks
24 which endanger their health, safety, or well being.
25 E. Damage or loss of personal instructional property occurring in the scope of the unit member's
26 employment shall be compensated if the employee has met District requirements for reporting the
27 use of equipment and completed the required forms. Coverage shall be secondary to any per-
28 sonal unit member's coverage presently in effect. District liability under this section shall be lim-
29 ited to one hundred-fifty dollars (\$150) per fiscal year per unit member.
30 F. The working conditions of unit members may sometimes require exposure to situations that could
31 result in mental or physical impairment to the unit member. The District recognizes that the po-
32 tential for problems occurs most often in supervision of extra-curricular activities after normal
33 school hours. The site administrator shall take reasonable precaution to schedule those extra-
34 curricular assignments involving potential problems in such a manner as to minimize the potential
35 for conflict that could place the unit member in jeopardy of bodily harm, mental impairment, or
36 damage or theft to personal property.
37 G. The District shall institute the following procedures to minimize problems arising from cases such
38 as assault, theft, or vandalism against the unit member:
39 1. Provide immediate supportive action including legal services to the unit member.
40 2. Provide released time for all meetings held during the workday.
41 3. Provide compensation at the annual hourly rate (2019-2020: \$41.02/hr) for unit members
42 required to be in attendance at hearings outside of the workday where the unit member is
43 not a participant because of a charge of misconduct by the Board.
44 4. If hearings are held after the workday, the District shall consult with the unit members in-
45 volved to seek mutual agreement on a time and place for the meeting. If mutual agreement
46 cannot be reached, forty-eight (48) hours notice shall be given to unit members required to
47 be in attendance.
48

49 **ARTICLE XV: TRANSFERS**
50

- 51 A. The Superintendent may transfer a unit member from one school to another within the District
52 given the unit member's possession of the required credential for the new assignment. The pri-
53 mary criteria for transfers are the welfare of the students. The secondary criteria are the welfare
54 of the unit member.
55 B. Any unit member wishing to transfer to another school or work location for the following year shall
56 notify Human Resources, on a District provided Transfer Request Form, of the desire to transfer.
57 All transfer opportunities shall be posted on the District website and updated on a weekly basis
58 from April 1st through June 30th. Unit members shall receive an informal interview, if a vacancy
59 exists, for each requested transfer made prior to April 1st. Any unit member applying for a vacan-
60 cy that did not request a transfer by April 1st shall be interviewed in the regular candidate pool.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

Only one interview per site will occur annually unless otherwise agreed upon by site administration and the unit member.

1. The District administration shall notify all Principals and immediate supervisors of all transfer requests.
2. Any unit member may apply for any announced vacancy, whether or not a transfer request is on file.
3. All unit members who have indicated an interest in being considered for a vacancy shall be referred to the Principal or immediate supervisor for an interview if the unit member possesses the proper credentials authorizing service in the assignment.
4. The District shall consider the following criteria in taking action on these transfer requests:
 - a. Applicant Seniority
 - b. Diversity guidelines that may be adopted by the District
 - c. Specific District or program needs
 - d. Permanent employees
 - e. Probationary employees
 - f. Other applicants
5. All applicants shall be notified by Human Resources and Development of the disposition of their application.
6. All applications for transfer are with prejudice to the unit member and shall not jeopardize existing assignments.

C. The District administration may originate a transfer. The reason(s) for transfer will be discussed with the individual unit member. A conference with the Principal of the school to which the transfer is being made will be arranged if desired by the unit member.

D. Transfers shall not be arbitrary or capricious in nature.

E. Any unit member involuntarily transferred from any site shall, upon request, be given first consideration for any vacant position at the former site for which the unit member qualifies. First consideration shall be defined as inclusion in the first round of interviews being conducted for purposes of filling the vacant position. In the event the unit member is not selected for the vacancy, the process shall include, upon request of the unit member, a conference with the site administrator for purposes of sharing the rationale for said unit member not being selected.

F. A unit member that is being transferred voluntarily or involuntarily to another site shall receive up to two (2) days additional compensation, at the daily rate, for the purpose of relocating their materials and establishing their new learning environment. The number of, and scheduling of, these days shall be mutually agreed upon with the site administration and unit member.

G. A unit member that is being reassigned to another classroom, grade level, or department shall receive up to two (2) days of additional compensation, at the daily rate, for the purposes of relocating their materials and establishing their new learning environment. The number of, and scheduling of, these days shall be mutually agreed upon with the site administration and unit member.

ARTICLE XVI: LEAVES

The District and Association agree to form a Joint Task Force to study the possible development of a Catastrophic Leave Bank.

A. General Provisions

1. The unit members exercising a leave of absence provision shall notify the District of the need to be absent from service as soon as known, but in no event later than reasonable notice (normally 5:30 a.m. of the day of absence) necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
2. If the absent unit member does not notify the District automated sub calling system prior to the end of the substitutes last day, to cancel a requested and assigned substitute, the substitute will be assigned and the unit member will be assessed an additional day of sick leave.
3. The unit member shall provide, upon District request, additional verification of the use of these leaves provisions.
4. A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a

1 medical statement indicating an ability to return to the employee's position classification
2 without restrictions or detriment to the unit member's physical and emotional well being.

3 5. If less than a full day, a unit member's leave will be computed on an hourly basis.

4 B. **Illness and Injury**

- 5 1. For each year of service, every full-time unit member of the San Marcos Unified School
6 District shall be entitled to ten (10) days of absence due to personal illness or injury with full
7 pay. Permitted days of absence are exclusive of all days the unit member is not required to
8 render service to the District. If a unit member does not take the full amount of leave allowed
9 in any school year, the amount not taken shall be accumulated from year to year. A
10 part-time unit member on a regular basis is entitled to a pro-rated amount of sick leave.
11 2. Any unused sick leave credit may be used by the unit member for sick leave purposes,
12 without loss of compensation. Upon exhaustion of all accumulated sick leave credit, the
13 unit member who continues to be absent for purposes of this policy shall receive the difference
14 between the unit member's salary and the salary of a substitute. In order to qualify for
15 differential pay, a unit member shall first utilize all accumulated sick leave credit and then
16 shall be eligible for differential pay not to exceed one hundred (100) days in any school
17 year.
18 3. Upon request, if a unit member is absent due to illness, the unit member shall furnish a
19 statement signed by a physician verifying the unit member's illness.
20 4. If the unit member is absent during duty hours in order to visit a physician for consultation or
21 treatment because the physician's schedule requires this, the absence will be treated as
22 leave of absence for illness or injury provided that it is arranged in advance with the unit
23 member's Principal or immediate supervisor. Verification by the physician may be requested.
24 5. Individual notification of accumulated sick leave shall be provided on each unit member's
25 itemized pay warrant.
26 6. A unit member who must be absent from duty because of disability as a result of pregnancy
27 or convalescence following childbirth is eligible for leave which shall be taken from available
28 sick leave. Except as specifically stated in this Article or otherwise required by law, sick
29 leave shall not be utilized for purposes of childcare. Available sick leave benefits will commence
30 upon certification by a physician that the unit member is disabled because of pregnancy
31 or convalescence from childbirth. Available sick leave benefits will end when the physician
32 certifies that the unit member's disability no longer exists. (See Maternity/Paternity Leave for other related leave provisions).

33 C. **Maternity Leave (Non-Disability)**

34 A unit member, eligible for maternity/paternity leave under the California Family Rights Act, may
35 request a leave of absence for the birth, adoption, or foster care placement of a child by the unit
36 member as follows:

- 37 1. When a unit member has exhausted all available sick leave and continues to be absent,
38 he/she may receive up to twelve (12) school weeks paid leave. The compensation of the
39 unit member shall be reduced by the rate of pay for a substitute employee in that classification
40 (sub-differential rate), regardless if a substitute is employed.
41 2. If a unit member requests maternity/paternity leave, but has not exhausted all available sick
42 leave, he/she shall use sick leave for maternity/paternity leave purposes. However, the 12-
43 weeks of paid maternity/paternity leave period shall only be available to unit members who
44 exhaust all sick leave before or during the 12-week period and shall be reduced by any
45 such period of sick leave taken during the 12-week period of maternity/paternity leave. When
46 a unit member does not wish to exhaust his/her leave, he/she may request up to 12 school
47 weeks of unpaid leave for child bonding purposes.
48 3. If a unit member has exhausted the 12-week period of maternity/paternity leave paid at the
49 sub-differential rate and requests to continue his/her maternity/paternity leave, he/she may
50 receive an additional unpaid leave of absence, which in combination with the 12-week
51 leave, shall not exceed one (1) year. If a unit member does not meet the eligibility requirements
52 for the 12 weeks of sub-differential pay, he/she may receive unpaid maternity/paternity leave for
53 up to one (1) year.
54 4. When a unit member requests maternity/paternity leave for the adoption or foster care
55 placement of a child, he/she shall notify the District of their intention to take such leave at
56 least thirty (30) days in advance.
57 5. The beginning dates of such leaves shall normally be established to coincide with normal
58 breaks in the school year or at the end of the disability leave related to the unit member's
59
60

- 1 pregnancy. The normal ending date of such leaves shall coincide with the end of the first
2 semester or on June 30th of the school year in which requested.
3 6. Intent to Return – The employee shall notify the District sixty (60) days prior to the ending
4 date of the leave of the intent to return to service. (See Illness and Injury Leave for related
5 leave provisions for maternity disability.)

6 **D. Industrial Accident and Illness Leave**

- 7 1. A unit member, upon the first day of service, shall be entitled to an industrial accident or
8 industrial illness leave of absence, not to exceed sixty (60) working days in any one (1) fis-
9 cal year for the same accident.
10 2. An industrial accident or illness leave shall commence on the first day of absence and shall
11 be reduced by one (1) workday for each day of authorized absence. When such leave
12 overlaps into the next fiscal year, the unit member shall be entitled to only the amount of
13 unused leave due for the same continuing illness or injury.
14 3. A unit member absent from duties as a result of an industrial accident or illness shall be
15 paid such portion of the salary due the unit member for any month in which the absence oc-
16 curs as when added to the unit member's temporary disability indemnity will result in a
17 payment to the unit member of not more than the unit member's full salary. The District shall
18 issue the unit member appropriate salary warrants for payment of the unit member's salary
19 and shall deduct normal retirement and other authorized contributions.
20 4. Upon termination of the industrial accident or illness leave, a unit member shall be entitled
21 to the sick leave benefits provided and for the purpose of this section, the unit member's
22 absence shall be deemed to have commenced on the date of termination of the industrial
23 accident leave. Provided the unit member continues to receive temporary disability indem-
24 nity, the unit member is entitled to take as much of the accumulated sick leave which when
25 added to the unit member's temporary disability indemnity will result in payment to the unit
26 member of not more than the unit member's full salary.
27 5. A unit member receiving the benefits of such leave shall, during periods of injury or illness,
28 remain within the State of California unless otherwise authorized by the Governing Board.
29 6. Allowable industrial accident and illness leave shall not be accumulated from year to year.
30 7. When a dispute arises regarding an industrial accident or illness, no leave shall be granted
31 until a determination has been made regarding the case by the State Compensation Office
32 or the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in
33 this Agreement shall be provided by the School District. The benefits provided in this leave
34 are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated
35 sick leave from the sick leave allotment of a unit member who is absent as a result of an in-
36 dustrial accident or illness.
37 8. A unit member shall be permitted to return to service after an industrial accident or illness
38 only upon the presentation of a release from the authorized Worker's Compensation physi-
39 cian certifying the unit member's ability to return to the unit member's position classification
40 with or without restrictions, or without detriment to the unit member's physical and emotional
41 well-being.

42 **E. Personal Necessity**

- 43 1. A maximum of seven (7) days during each school year of personal necessity leave may be
44 utilized for circumstances that are serious in nature, which cannot be expected to be disre-
45 garded, which necessitate immediate attention and cannot be dealt with during off-duty
46 hours.
47 2. The unit member shall not be required to secure advance permission for leave taken for any
48 of the following reasons:
49 a. Death or serious illness of a member of the unit member's immediate family.
50 b. Accident, involving the unit member's personal property, or the person or property of a
51 member of the unit member's immediate family.
52 3. Any such leave granted for death of a member of the immediate family would be in addition
53 to normal bereavement leave.
54 4. Except for the cases listed in Section E-2 of this Article, the unit member must receive ad-
55 vance permission to have leave charged to sick leave by submitting a letter requesting such
56 action to the Superintendent through the unit member's principal or immediate supervisor.
57 In the event of a situation where it is not possible to obtain advance permission, the unit
58 member may contact the unit member's principal or immediate supervisor and explain the
59 absence. Based upon a subsequent letter from the unit member, submitted as soon as
60 possible to Human Resources and Development, permission may or may not be approved
61 for charging the leave to sick leave.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61

5. The unit member must provide proof of the personal necessity by explaining the facts that would justify a finding of necessity. This could be done in the letter requesting advance permission or in a separate letter. The determination, by the Superintendent, of whether it is a personal necessity shall be based on the criteria of Section E-1 (above), except that the reasons given in Section E-2 (above) already have been established as personal necessity.
6. In all cases where a unit member needs to be absent from the unit member's job, the unit member should see that Human Resources and Development or immediate supervisor is notified so that a substitute may be hired, if necessary.

F. **Personal Leave**

Every unit member shall be entitled to use four (4) days of annual personal necessity leave allotment during each school year for personal reasons. This leave provision is not cumulative.

1. Personal leave may be used for any purpose, which the unit member deems sufficiently important.
2. A unit member shall notify the unit member's Principal at least four (4) days in advance of taking such leave, and shall be approved subject only to the availability of a substitute. The unit member shall be notified of such availability within two (2) days of the original notification to the unit member's Principal.

G. **Bereavement Leave**

Every unit member shall be entitled to a leave of absence due to the death of any member of the unit member's immediate family. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement. Three (3) days shall be granted for immediate family. An additional two (2) days shall be granted for out of state travel. An additional two (2) days shall be granted if death is to a member of the immediate household. Total bereavement leave shall not exceed five (5) days.

H. **Sabbatical Leave**

The District, in conformity with the provisions of the Education Code, adopts the following regulations pertaining to Sabbatical Leave:

1. Purposes:
Sabbatical leave of absence may be granted for the purpose of professional study and/or approved travel. The purpose of sabbatical leave is to stimulate the professional growth of the unit member by:
 - a. Inspiring creativity.
 - b. Increasing enthusiasm.
 - c. Adding concrete experience to subject matter.
 - d. Improving the unit member's morale.
 - e. Bringing new developments in the unit member's field into the District school program.
2. Requirements:
 - a. When applications are made for study purposes, the applicant shall complete one of the following:
 - (1) An outline of the planned program for each semester which consists of not less than twelve (12) units of undergraduate study, or eight (8) units of graduate study; or
 - (2) An objective or purpose for research and a plan to be used in researching.
 - b. When application is made for travel and observation, the applicant shall submit a written program for approval, such program indicating specific values to be derived for the District and the unit member from travel.
3. Eligibility:
As a condition precedent to the submission of a request for sabbatical leave, a certificated unit member shall meet the following criteria:
 - a. Shall have rendered seven (7) full time consecutive contract years of service in the District;
 - b. Shall agree to render at least two (2) consecutive years of service to the District after the unit member returns from sabbatical leave;
 - c. Shall validate the tentative application at the earliest time possible upon acceptance by the agency providing the scholarship, fellowship, or exchange teacher opportunity.
4. Compensation:
 - a. While on sabbatical leave, properly authorized by the District, the unit member shall receive fifty percent (50%) of the salary the unit member would have received during the period of leave if the unit member had continued in the unit member's regular position during such a period. In addition, the unit member may earn an amount that does not exceed the equivalent of the sum the unit member receives for the sabbatical salary.

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be collected in the usual manner.

A unit member on sabbatical leave shall receive salary increments or steps for the one (1) year of sabbatical leave. The unit member's salary shall be that of the step on the schedule the unit member would have received had the unit member not been on sabbatical leave. If the unit member would qualify for a higher classification, the proper transfer shall be made.

b. The compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were teaching in the District, upon furnishing by the unit member of a suitable bond indemnifying the Governing Board of the District against loss in the event that the unit member fails to render at least two (2) years service in the employ of the Governing Board following the return of the unit member from the leave of absence. The bond shall be exonerated in the event the failure of the unit member to return and render two (2) years service is caused by the death or physical or mental disability of the unit member.

5. Report on Activities While on Leave:

Each unit member who has been on sabbatical leave shall file with the Superintendent for review by the Governing Board, within ninety (90) days of the unit member's return, one of the following:

- a. For travel: A report, the format of which is to be mutually agreed upon by the individual and the Professional Growth Committee prior to recommendation for approval of request for leave.
- b. For study: A transcript of the unit member's academic work.
- c. For research: A copy of the unit member's research paper.

6. Ratio:

The ratio of unit members granted sabbatical leaves shall be no more than two percent (2%) of the certificated personnel of the District in the year the sabbatical leave is approved.

7. Length of Leave:

- a. A sabbatical leave shall be granted for a period of one (1) full semester or one (1) full school year.
- b. Upon return, the unit member shall be assigned in accordance with the District assignment policy.

8. Procedure:

- a. Applications for sabbatical leave are obtained from, and submitted to, Human Resources and Development by January 31 of the year prior to the school year for which the leave is to be effective.
- b. A recommendation for approval or disapproval by the Professional Growth Committee shall be determined by application of the committee's priority ranking and consideration of any recommendations submitted by the applicant's principal, department head, or District department chairperson.
- c. The Professional Growth Committee submits their recommendation and rationale to the Superintendent for transmittal to the Board.
- d. The Board takes action to approve or disapprove.
- e. Human Resources and Development notifies the applicant of the Board's decision.

I. **Educational Grant Leave**

A unit member who has been awarded an educational grant or scholarship may be granted released time with pay with the provision that:

- 1. The unit member must leave before the end of the teaching year in order to be at the unit member's destination in time to participate in the educational program;
- 2. Requested leave time is limited to five (5) teaching days during the last week of the teaching year;
- 3. Administration approval has been secured prior to application for said grant or scholarship;
- 4. Similar educational programs starting at a later date following the close of school are not available;
- 5. The unit member is returning to the District the following school year;
- 6. The unit member has made all necessary preparations to facilitate the smooth transfer of duties to the temporary replacement. (Necessary preparations include, but are not limited to, preparations of final examinations and examination keys, explanation of grading, preparation of lesson plans, completion of required records and reports.)

- 1 J. **Jury Duty**
- 2 A unit member shall be entitled to as many days of paid leave as are necessary for jury du-
- 3 ty.
- 4 1. Pay for jury duty, excluding mileage allowance, shall be reimbursed to the District.
- 5 2. A request for exemption from jury duty shall be made through a letter from the unit
- 6 member's immediate supervisor upon written request of the unit member. Unit members
- 7 desirous of serving on jury duty when called upon should notify their immediate supervi-
- 8 sor in writing. This notification will be forwarded to Human Resources and Develop-
- 9 ment.
- 10 K. **Subpoena Leave Of Absence**
- 11 1. Subpoena leave is provided when a unit member is absent because of a mandatory
- 12 court appearance as a witness, not a litigant, in response to a subpoena duly served. A
- 13 unit member shall suffer no monetary loss by reason of this service, but shall receive
- 14 that portion of salary which represents the difference between fees paid by the court, or
- 15 by the party requiring the appearance, and regular salary.
- 16 2. A copy of the subpoena or a certificate of the clerk of the court and a report of fees re-
- 17 ceived, exclusive of mileage, shall be filed with the absence report in the payroll office.
- 18 L. **Leave For Conference Attendance**
- 19 The Superintendent, with the approval of the Board, may authorize attendance of the unit
- 20 members at selected professional seminars, workshops, and conferences designed for staff
- 21 improvement, and the Board may authorize expenses so incurred.
- 22 1. Attendance Approval Procedures
- 23 a. All requests by unit members to attend conferences at which school or district
- 24 funds are expended must be approved by the Board.
- 25 b. The individual requesting approval to attend a seminar, conference or work-
- 26 shop at school or District expense must submit a written request to the unit
- 27 member's school principal or immediate supervisor. The principal or immediate
- 28 supervisor shall review the request and, if approved, submit the request to the
- 29 Instructional Services Department. The request shall be submitted in sufficient
- 30 time to allow consideration prior to the event.
- 31 2. Transportation and Lodging
- 32 a. The most economical and reasonable mode of transportation should be used at
- 33 all times and expenses should be kept at a minimum.
- 34 b. Whenever available, District vehicles rather than personal vehicles should be
- 35 used for transportation. Requests for the use of District vehicles are made
- 36 through the District Office.
- 37 c. When two (2) or more unit members attend the same conference, an attempt
- 38 should be made to coordinate and share the transportation.
- 39 d. Lodging should be as economical and reasonable as possible and for the unit
- 40 member only.
- 41 3. Required Receipts for Expense Claims
- 42 a. Unit members who attend conferences at school or District expense are to be
- 43 reminded by the principal that they will expend their own funds for expenses
- 44 and then be reimbursed after submitting two (2) copies of a claim form. They
- 45 must attach the receipts listed below in order to be reimbursed for expenses in-
- 46 curred:
- 47 (1) Lodging and meals
- 48 (2) Conference Registration Fees (does not include membership in the organiza-
- 49 tion)
- 50 (3) Public travel conveyance, (i.e., bus, train, air flight)
- 51 M. **Long Term Leave**
- 52 A unit member may request a leave without pay for personal reasons. Such leaves may be
- 53 granted for a period of one (1) year. The beginning dates of such leaves shall normally be
- 54 established to coincide with normal breaks in the school year. The normal ending date of
- 55 such leaves shall coincide with the end of the semester (for non-year round schools) or the
- 56 beginning or ending of tracks (for year round schools). During the leave year, the unit
- 57 member shall notify Human Resources and Development by September 15 (first semester)
- 58 or April 1 (second semester) of the unit member's intent to return to service.
- 59
- 60
- 61

- 1 N. **Health Leave**
 2 The Board shall grant a unit member, upon request, an unpaid leave for health reasons.
 3 Such leave shall be for the remainder of a semester or to terminate on June 30 of the cur-
 4 rent school year.
 5 1. A statement by the unit member's physician to the effect that the unit member is entitled
 6 to such leave shall be furnished at the Board's request.
 7 2. The unit member shall notify the Board of the unit member's intended return date at
 8 least two (2) weeks in advance.
 9 3. Health Leave shall be granted if a unit member is temporarily unable to perform services
 10 because of illness, accident, or quarantine.
- 11 O. **Disability Leave**
 12 A leave of absence for disability shall be granted to a unit member who has applied for a
 13 disability retirement from the State Teachers Retirement System. The period of such a
 14 leave will continue until the State Teachers Retirement System makes a determination on
 15 the application.
- 16 P. **Overseas Teaching Leave**
 17 The Board may grant an unpaid leave of absence for overseas teaching for up to two (2)
 18 years. The unit member shall notify Human Resources and Development sixty (60) days
 19 prior to the ending date of the leave of the unit member's intent to return to service.
- 20 Q. **Study Leave**
 21 The Board may grant a unit member an unpaid leave of absence to pursue educational im-
 22 provement and advancement. Such leave shall be for a minimum of one (1) San Marcos
 23 School District semester or a maximum of one (1) school year.
 24 1. A unit member shall apply to the Board for such leave no later than four (4) weeks be-
 25 fore the anticipated commencement of leave.
 26 2. A unit member on Study Leave shall be entitled to all benefits accorded and obligated by
 27 all duties imposed under Section V of this Article, entitled "Miscellaneous."
- 28 R. **Legislative Leave**
 29 A unit member who is elected to the State Legislature shall be entitled to an unpaid leave of
 30 absence for the length of the unit member's term or terms in office.
 31 1. The unit member on such leave shall notify the Board of the unit member's intended
 32 return at least four (4) weeks in advance.
 33 2. The unit member on such leave shall be entitled to return to employment at the end of
 34 the leave, but shall not be entitled to any of the other benefits accorded by Section U
 35 entitled "Miscellaneous."
- 36 S. **In-Service Leave**
 37 A unit member may, with the recommendation of the immediate supervisor, be granted one
 38 (1) day of paid leave each school year for the purpose of improving the unit member's per-
 39 formance. The District may require the unit member to participate in such in-service activi-
 40 ty. Such leave may be used to visit classes in other schools or to attend workshops related
 41 to the unit member's performance.
- 42 T. **Association Leave**
 43 A unit member who is an elected representative of the State (CTA) or National (NEA)
 44 Association shall be granted up to five (5) days paid leave to attend the meetings required
 45 by the position. If said meetings fall on a weekend, the unit member will be granted either
 46 the Friday or Monday if out-of-county travel is required.
- 47 U. **Miscellaneous**
 48 1. A unit member on a paid or unpaid, non-disciplinary, leave of absence shall be entitled
 49 to return to a certificated position with the District.
 50 2. A unit member on paid leave shall receive credit for annual salary increments provided
 51 during the leave.
 52 3. A unit member on paid leave shall receive during the leave all other unit member fringe
 53 benefits, to the extent not expressly prohibited by law.
 54 4. A unit member on unpaid leave shall have the opportunity to pay premiums and continue
 55 all benefits.
 56 5. Upon request, the District may extend a unit member's Health Leave, Child-Rearing
 57 Leave, or Study Leave for a maximum of one (1) year, and the unit member shall be en-
 58 titled to all other benefits provided for unpaid leave in this paragraph.
 59 6. Any unit member who seeks an extension of Health Leave, Child-Rearing Leave, or
 60 Study Leave shall make application no later than 30 days preceding the expiration of the
 61 original leave.

ARTICLE XVII: EVALUATION PROCEDURES

A. **Evaluation Procedure**

1. Every unit member shall be evaluated by the administration at least every other year, and such evaluation shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than sixty (60) days before the end of the school year in which the evaluation takes place.
2. Unit members with permanent status who have been employed by the District for at least ten (10) years may mutually agree with their evaluator that the employee will be formally evaluated only once every five years if the employee is highly qualified under state and federal law and if the teacher's previous performance evaluation certifies that the employee meets or exceeds District standards. Should the evaluator withdraw consent, notice and reasonable cause shall be provided to the unit member in a timely manner.
3. The unit member may submit a written reaction or response to the evaluation and any such response shall be attached to the evaluation and placed in the unit member's permanent personnel file. An evaluation conference shall be held between the evaluator and any unit member receiving a written evaluation report, as described above, prior to the end of any given school year.
4. No later than 40 days from the beginning of the contract year in which evaluation is to take place, the evaluator and the unit member shall meet and mutually agree on the goals and objectives upon which the evaluation is to be based. In the event mutual agreement is not possible, the evaluator shall make the final determination.
5. During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation goals and objectives. The necessity for review of the evaluation criteria may be suggested by the unit member or the evaluator. The final determination of modified evaluation goals and/or objectives shall rest with the evaluator.
6. Each evaluation shall include at least one formal observation.
7. In the event a unit member receives a negative evaluation, the evaluator shall take positive steps to provide assistance to correct cited deficiencies. Such action may include specific recommendations for improvement, direct assistance in implementing such recommendations, and released time for the unit member to visit and observe other classes. In those instances where documented unit member performance or a negative evaluation suggests the need for remediation over an extended time period, an improvement plan will be prepared and implemented. Components of the improvement plan shall include specific recommendation for improvement, direct assistance in implementing said recommendations and released time, when needed, for the unit member to visit and observe other classes or programs. The improvement plan shall include no more than three (3) components for the unit member to address. The unit member shall give input as to the components of the improvement plan. The components of the improvement plan shall be mutually agreed upon by a District representative and an Association representative.
8. If subsequent remedial action alters the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall have an attachment summarizing the identified improvement.
9. Unit members shall not participate in formal written assessment, evaluations, or observations of other unit members nor shall unit members be required to formally assess their own performance. However, Department Chairpersons shall participate with the administration in an advisory manner in the selection, training, and assessment of staff as they relate to the achieving of departmental goals and objectives. All formal written evaluations that are placed in the personnel file shall be made by the appropriate supervisor.
10. In the event that a dispute arises and such dispute is resolved in favor of the evaluatee, no record of the disputed evaluation shall be kept by the District in any file, office, or place. Any such record(s) as exist(s) shall be delivered to the evaluatee for disposition.
11. The District shall release unit members who are chosen to serve on the Commission of Professional Competence in accordance with the Education Code. Such service shall be considered a professional responsibility and the rights and duties of the unit member rendering such service shall be those contained in the Education Code.
12. All provisions of the Education Code known as the Stull Bill shall be applicable.

B. **Maintenance Of Data Related To Evaluation**

1. The District shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such unit

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

member's personnel file or evaluation folder unless the materials had been placed in the file or folder within 10 working days of the incident giving rise to such materials and the unit member had been notified in writing at such time that such materials were being placed in the file or folder.

2. Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports, or records which (a) were obtained prior to the employment of the unit member, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
3. Before information of a negative or derogatory nature is placed in the unit member's personnel file, the unit member shall be given notice. The unit member shall be given a sufficient opportunity during the workday, without salary reduction, to review and to prepare a written response to such material. The written response shall be attached to the material.
4. The personnel file shall be available for examination by the unit member, or the unit member's Association representative, if so authorized by the unit member. A written authorization may be required.
5. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted for placement in the file.
6. District administrative access to personnel files shall be limited to the Superintendent or designee and the unit member's immediate or prospective supervisor(s) unless otherwise agreed to by the unit member. Board members may request the review of a unit member's file at a closed session of the Governing Board. The contents of all personnel files shall be kept in the strictest confidence.
7. The District shall maintain the unit member's personnel files in Human Resources and Development.

C. **Personal Freedom and The Freedom to Teach Related to Evaluation**

1. The personal life of a unit member shall not be a subject for evaluation except as it may directly prevent the unit member from performing properly the unit member's assigned functions.
2. The exercise of the right of free speech shall not be a subject for evaluation except as it may directly prevent the unit member from performing properly the unit member's assigned functions.
3. The evaluation process recognizes that academic freedom is essential to the fulfillment of the purposes of the District policies, unit member's assignment, approved course descriptions, and appropriate provisions of the Education Code, and state and federal laws and constitutions.

D. **Procedures for Processing Citizen Complaints Relative to Evaluation Procedures**

1. The District shall not dismiss, refuse to re-employ, or render a negative evaluation of a unit member on the basis of unsubstantiated allegations in a citizen complaint.
2. In the event the District believes it has a substantiated allegation in a citizen complaint, use of such materials shall be in accordance with this Article.
3. All charges against unit members shall, unless required by law, be heard by the Governing Board in closed session and the unit member shall be informed and entitled to representation. If no written charges are received, the matter shall be dropped.
4. All citizen or non-unit member complaints will be subject to the following procedures:
 - Level I – The complainant shall first discuss the matter with the employee in an attempt to resolve the matter informally.
 - Level II – If the complainant is not satisfied with the resolution proposed in Level I, they may submit the complaint within ten (10) days in written form to the immediate supervisor of the employee. The immediate supervisor shall provide a written response to the complainant and the employee within ten (10) days regarding their proposed decision.
 - Level III- If the complainant is not satisfied with the proposed decision at Level II, they may resubmit the complaint in written form to the Superintendent or designee within ten (10) days after the decision was rendered at Level II. The Superintendent or designee shall prepare and deliver to the complainant and the employee a written decision in this matter within ten (10) days.
 - Level IV - If the complainant is not satisfied with the proposed decision at Level III, they may resubmit the complaint in writing within ten (10) days to the Governing Board.

1 The Governing Board will consider the matter in closed session and submit a written deci-
2 sion to the employee and the complainant within twenty (20) days.
3

4 **ARTICLE XVIII: PROFESSIONAL DUES OR FEES, PAYROLL DEDUCTION, AND ORGANIZATIONAL**
5 **SECURITY**
6

- 7 A. The Association shall have the right to have membership dues and initiation fees deducted for
8 unit members.
9 B. The District shall deduct dues from the wages of all unit members who are members of the Asso-
10 ciation on the date of execution of this Agreement, and who have submitted voluntary dues de-
11 duction authorization forms to the Association. Pursuant to such authorization, the District shall
12 deduct one-tenth of such dues from the regular salary check of the unit member each month for
13 ten months. Deductions for unit members who sign such authorization after the commencement
14 of the school year shall be appropriately prorated to complete payments by the end of the school
15 year. The Association shall notify the District within 15 days if a member revokes, cancels, or
16 changes his/her dues deduction authorization. Upon request, the Association shall provide the
17 District with written verification of any employee's dues deduction status but shall not be required
18 to provide the employee's voluntary dues deduction authorization form unless a dispute arises
19 regarding the unit member's Association membership or terms of the written authorization.
20 C. The District shall deduct dues from the wages of all unit members who, after the date of this
21 Agreement, become members of the Association and submit voluntary dues deduction authoriza-
22 tion forms to the Association. The Association shall notify the District within 15 days if a member
23 revokes, cancels, or changes his/her dues deduction authorization. Upon request, the Association
24 must provide the District with written verification of any employee's dues deduction status but
25 shall not be required to provide the employee's voluntary dues deduction authorization form un-
26 less a dispute arises regarding the member's membership or terms of the written authorization.
27 With respect to all sums deducted by the District pursuant to authorization by the unit member,
28 the District agrees to promptly remit such monies to CTA Membership Department, P.O. Box 921,
29 Burlingame, California 94010, accompanied by an alphabetical list of unit members for whom
30 such deductions have been made, and indicating any changes in personnel from the list previous-
31 ly furnished.
32 D. 1. The Association agrees to pay to the District all legal costs incurred in defending against
33 any grievance at the arbitration level (other than those grievances filed by the Association),
34 claim, court action, and/or administrative action before PERB challenging the legality or
35 constitutionality of the provisions of this Article or its implementation made by the District in
36 reliance on information and notification provided to the District by the Association. In de-
37 fending and indemnifying the District, the Association shall have the right to select legal
38 counsel at its sole option and expense, to control litigation strategies, and to determine
39 whether any action or proceeding referred to above shall or shall not be compromised, re-
40 sisted, defended, tried, or appealed.
41 2. The Association shall indemnify the District, its officials, officers, employees, agents, and
42 volunteers for any judgment for damages or other liability incurred as a result of an action
43 brought and sustained against the provisions of this Article or its implementation. The Asso-
44 ciation shall also indemnify the District, its officials, officers, employees, agents, and volun-
45 teers for any claims made by an employee for deductions made in reliance on information
46 or verifications provided by the Association pursuant to this Article.
47 3. The Association shall have the exclusive right to decide and determine whether any such
48 action or proceedings referenced in paragraphs 1 and 2 above, shall or shall not be com-
49 promised, resisted, defended, tried, or appealed.
50

51 **ARTICLE XIX: MISCELLANEOUS**
52

- 53 A. Joint Workload Committee
54 1. A Joint Workload Committee (JWC) shall exist for the purpose of developing recommendations
55 that shall support streamlined and efficient workload for certificated bargaining unit members with
56 regard to workload issues.
57 2. The JWC shall consist of three (3) SMEA members appointed by SMEA and three (3) administra-
58 tors appointed by the District.
59 3. The District and SMEA shall meet to determine the topics of discussion of the JWC.
60 4. Within ten (10) days of the work being completed by each Joint Workload Committee, a joint
61 communique shall be produced and distributed by the District and SMEA.

1 B. Sharing Classrooms

- 2 1. Site administrators shall determine when it becomes necessary that teachers share a single
3 classroom. If a site administrator determines that sharing classrooms is necessary, the site ad-
4 ministration shall develop a plan for that transition in, collaboration with the teachers involved,
5 and the appropriate grade level leader or department chairperson.
6 2. Teachers providing instruction in multiple classrooms may request a foldable rolling crate to as-
7 sist them in transporting their instructional materials between the classrooms they are teaching in.
8 They may also request a lockable storage area/compartment in a location mutually determined
9 with site administration.

10 **ARTICLE XX: SAVINGS CLAUSE**

11
12
13 If any provisions of this Agreement or any application thereof to any unit member is held by a court of
14 competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to
15 the extent required by such court decision, but all other provisions or applications shall continue in full
16 force and effect.

17
18 **ARTICLE XXI: EFFECT OF AGREEMENT**

- 19
20 A. This Agreement shall constitute the full and complete commitments between the Association
21 and the District, however, upon mutual consent the parties may agree to negotiate, alter,
22 change, add to, delete from, or modify the Agreement.
23 B. The Association and the Board agree that the specific provisions contained in this Agreement
24 shall prevail over District policies, practices, and procedures.
25 C. Any individual contract between the District and an individual unit member heretofore executed
26 shall be subject to and consistent with the terms and conditions of this Agreement. Any individu-
27 al contract thereafter executed shall be expressly made subject to and consistent with the terms
28 and conditions of this Agreement. Any individual contract thereafter executed shall be expressly
29 made subject to and consistent with the terms of this or subsequent agreements to be executed
30 by the parties. If an individual contract contains any language inconsistent with this Agreement,
31 this Agreement during its duration, shall be controlling.

32
33 **ARTICLE XXII: EARLY RETIREMENT INCENTIVE PROGRAM**

- 34
35 A. A unit member becomes eligible for this program with a minimum of ten (10) years in the San
36 Marcos Unified School District and placement in Columns D-F on the salary schedule.
37 B. Only unit members who have attained the age of fifty-five (55) and are eligible to retire according
38 to the rules and regulations of the State Teachers Retirement System, shall be eligible for this
39 program.
40 C. Teachers opting for this program shall serve a minimum of twenty (20) days per year at activities
41 agreed to by the teacher and the District. Such activities would vary with the individual, but in
42 general include:
43 1. Working on staff development and in-service programs;
44 2. Helping with testing programs;
45 3. Compiling test data as it relates to reading and math profiles;
46 4. Orienting and providing assistance to staff;
47 5. Updating curriculum guides and other learning materials;
48 6. Any other project or service that would be mutually agreed upon by the retiree and the ad-
49 ministration; and
50 7. Substitute duties.
51 D. A contract with the teacher opting for this program shall be for a period not to exceed three (3)
52 years.
53 E. Teachers taking advantage of this program shall be considered independent contractors and not
54 employees of the District.
55 F. Teachers opting for this program shall be allowed to continue to participate in the District's current
56 health insurance policy, with premium payments paid by the District.
57 G. All applications for participation in the program are subject to the approval by the Board of Trus-
58 tees.
59 H. The annual compensation shall not exceed the California STRS maximum.
60
61

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61

The signatures below indicate agreement between the San Marcos Unified School District ("District") and the San Marcos Educators Association ("Association") on all provisions contained within the Successor Agreement to the Master Contract between the District and the Association.

Superintendent

Date: _____

SMEA President

Date: _____

Assistant Superintendent
Human Resources and Development

Date: _____

SMEA Bargaining Chair

Date: _____