

Agreement between the

Escondido Union
High School District

and the

Escondido Secondary
Teachers Association

ESTA/CTA/NEA

July 1, 2013 – June 30, 2015

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Article I: GENERAL PROVISIONS

A. TERM OF AGREEMENT

This Agreement is a bilateral and binding agreement by and between the Escondido Union High School District and the Escondido Secondary Teachers Association/California Teachers Association/National Education Association (ESTA/CTA/NEA), entered into pursuant to Sections 3540-3549 of the Government Code of the State of California (Educational Employment Relations Act of 1975, as amended), for a two year term beginning July 1, 2013, and ending June 30, 2015.

B. RENEGOTIATIONS DURING TERM

No reopeners for the 2013-2014 and 2014-2015 school years.

C. DEFINITIONS

1. "Association" means the Escondido Secondary Teachers Association/California Teachers Association/National Education Association.
2. "District" means the Escondido Union High School District located in San Diego County, California.
3. "Employee" means any person who is included in the appropriate unit, as defined in Paragraph 1, and is therefore covered by the terms and provisions of this Agreement.
4. "Days" means days during which employees are required to give service.
5. "Negotiable Items" means matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances. (*Ref. Government Code, Section 3543.7*).
6. "Negotiate in Good Faith" means a serious and honest effort on the part of each party to reach agreement, as provided for in Government Code, Section 3543.7.
7. "School Day" means the amount of time day classes or night classes are held and during which students are required to be in school, unless otherwise provided for in the Agreement.
8. "ADA" means the Average Daily Attendance calculated by multiplying the enrollment by attendance factor.
9. "COLA" means the Cost of Living Adjustment.
10. For the purpose of this contract, the term adult education includes the following program areas: adult basic education; adult secondary education; English as a second language; citizenship; short-term vocational classes; parent education; health and safety; older adults; adults with disabilities; home economics; and apprenticeships.
11. Unless otherwise indicated in specific sections of the contract relating to Adult Education and ROP, all other language in this contract pertains to Adult Education and ROP teachers.

D. RECOGNITION OF THE ASSOCIATION

1. Exclusive Representative

The District recognizes the Association for the duration of this Agreement as the exclusive representative for that unit of employees recognized by the District as a result of the issuance of the Certification of the Public Employment Relations Board on May 28, 1980 (*case no. LA-R-336, D-512*). See Appendix A.

2. Employees Covered by This Agreement

All certificated classroom teachers, counselors, librarians, and nurses working in the regular day school program for the District are covered by this agreement. Adult Education and Regional Occupational Program Teachers working ten (10) or more teaching hours per week are within the unit and covered by this agreement. Excluded from this unit are all management, supervisory, and confidential employees as defined by the Education Employment Relations Act; Adult Education Teachers working less than ten (10) hours per week; and all substitute teachers.

E. RESERVED RIGHTS OF THE DISTRICT

1. General Statement of District Rights

It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are in exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure 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 budgetary allocation; determine the methods of raising revenue; contract out work not currently provided by employees; 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 applicable State law and this Agreement.

2. Limitations on District Rights

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 herewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3. Emergency Clause

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency as defined in law.

F. SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. Therefore, it is agreed that the District and the Association shall support this Agreement for its term. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate, except as otherwise expressly provided in the Agreement. It is the intention of the parties that this section not impair individual, Association, or District rights under the EERA, including appropriate notice and subsequent respective obligation to bargain in good faith those decisions that may be reasonably considered to affect the terms and conditions of employment.

G. AGREEMENT PREVAILS OVER DISTRICT PRACTICES AND PROCEDURES

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law; and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District, except that this section shall not be construed to impair individual, Association, or District rights under the EERA.

H. SEVERABILITY

If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction to be contrary to law, then such provisions or application shall be deemed invalid, to the extent required by such court decision; but all other provisions or applications shall continue in full force and effect.

I. CHANGE IN SCOPE OF NEGOTIATIONS BY LEGISLATURE

During the period of this Agreement, should the State Legislature enact legislation changing the scope of negotiations, the District and the Association shall re-open negotiations on those items, in accordance with the rules contained in Article XIII Negotiations.

J. COPYRIGHT MATERIALS

Employees who participate in the production of tapes, publications, or other produced educational materials shall retain residual rights should they be copyrighted or sold by the District.

K. ADOPTION/AMENDMENT OF BOARD POLICY PROVISIONS

Prior to adopting or amending board policy provisions that are within the scope of representation as defined in government code Section, 3543.2, the District will notify the Association of the proposed change(s) and afford the Association an opportunity to negotiate those changes as required by law.

NOTES

Article II: CLASS SIZE AND STAFFING RATIOS

A. REGULAR SCHOOL STAFFING RATIOS

Employees shall be assigned to each of the comprehensive high schools on the following basis as set forth below:

1. Regular Classroom Teachers: 32-1 effective July 1, 2014
2. Physical Education: 45-1 effective July 1, 2014
3. Music: 40-1 effective July 1, 2014
4. Dance: 39-1 effective July 1, 2014
5. Counselors (all counselors will have valid credentials):
 - a. Vacancies in student counseling services at each school site shall be filled based on the specification requirements and type of person(s) proposed by the counselors at that site and agreed to by the principal. If no agreement is reached, a counselor shall be hired to fill the vacancy.
 - b. For purposes of this section, a vacancy in student counseling services will occur when a counselor is involuntarily transferred within class, voluntarily transfers to another position, resigns, retires, is on a leave of absence, or is dismissed.
 - c. The counselor ratio will be included into the PSU structure added to each comprehensive site plan beginning with the 2003-2004 school year. The comprehensive high school sites will be staffed with five (5) counselors provided student enrollment at each individual site exceeds 2000 at P-2.
6. If, in future negotiations, the association desires to restore class size ratios and student case load amounts increased in this agreement, the cost for such restoration shall be equivalent to a 4% salary schedule increase for all unit members (4% cost to decrease 34-1 to 32-1 or 2% cost to decrease 34-1 to 33-1, similarly to PE, music and VHS classes).

B. SPECIAL EDUCATION CLASS SIZE

Special Education Teachers shall be assigned enrollments in accordance with provisions of the State Education Code.

C. VALLEY HIGH SCHOOL STAFFING RATIO

Regular Teachers: 20:1, provided average daily attendance is maintained at or above a 15 to 1 ratio. Teacher ratio is subject to increase by the District if the average daily attendance ratio is not maintained at or above the level indicated.

D. SPECIAL CONSIDERATIONS IN CLASS SIZE

When the principal receives the allocation of the number of teaching sections from the Human Resources Department in May for the ensuing school year, he or she shall first consult with each department chairperson and then prepare an allocation plan for the school.

Each department chairperson shall share the proposed allocation plan with his or her department members and provide the principal with additional information on the proposed allocation plan, if desired by department members.

The allocation plan shall take into consideration a) the need for some classes in the department to be large (*25 or over*) and some to be small (*under 25*) and b) the desirability of atypical groupings.

After consultation as herein provided, the principal shall provide a final allocation plan and share it with department chairpersons and department members. The plan may be subsequently changed when conditions warrant, but in making changes, the principal shall repeat this pattern of consultation. Before leaving school for the summer, each department chairperson shall designate an alternate who will be available during the summer (*if the department chairperson is not available*), so that this process can be completed.

Teacher/Student caseload as counted by students enrolled in classes shall be as follows:

- 175 for regular 5/5ths classroom teachers effective July 1, 2014.
- In the 2014-2015 school year the District may exceed the 175 cap for individual teachers to a load between 181-185 sunsetting on June 30, 2015. This will only apply to six teachers per school site. These teachers to be identified by the fourth week of each semester to get a \$600.00 stipend at semester end. The District may exceed the 175 cap for individual teachers to a load between 176 and 180. This will apply to an additional six teachers per school site. These teachers to be identified by the fourth week of each semester to get a \$300.00 stipend at semester end.

Beginning with the 2014-2015 school year:

- The teacher/student caseload cap for Physical Education classes will be 245.
- The teacher/student caseload cap for Music classes will be 220 The teacher/student caseload cap for Dance Classes will be 205.
- Teachers of more or less than 5/5ths shall have prorated maximums. Teachers of mixed assignments shall have properly weighted maximums. Special release periods (eg ASB, Athletic Director, ESTA President) shall not count as a teaching period toward maximums. Teacher Assistants shall not count towards maximums. Weighting's for CSR (State Class Size Reduction) are not considered in the actual Teacher/Student caseload. CSR classes to add into Teacher/Student caseload by their actual enrollment number.
- Student/teacher caseload caps shall be calculated and established at the end of the third week of school.

E. CLASS SIZE DISTRIBUTION

It is the intention of the parties to this Agreement to prevent excessively large classes and to reduce the negative impact of the need for necessarily small classes on the schedule. The principal shall therefore endeavor to distribute the students so that necessarily small classes have the least impact possible on generating larger classes.

F. ESTABLISHMENT OF RATIOS

1. For the purposes of this article, the staffing ratios established herein for each school shall be based upon the District's projection of average daily attendance for the next semester.

2. The projection for each school in Paragraph 1 above shall be adjusted, to the extent possible, by the end of the third week of each semester to reflect that semester's enrollment.
3. The District shall add staff or reduce staff, as necessary, to fulfill the foregoing.

G. PROVISIONS FOR ADDITIONAL TEACHERS

The District will meet and negotiate with the Association on additional teaching sections funded by the State as a part of any State-approved class size reduction plan and will not unilaterally implement such a State-funded program without first having reached agreement on the implementation of the program with the Association.

H. ADULT EDUCATION AND ROP CLASSES

1. Minimum Class Size: For English as a Second Language (ESL), Adult Basic Education (ABE) classes, and Adult Secondary Education (ASE) there must be a minimum of seventeen (17) students enrolled per class if only one section is offered or an average of seventeen (17) students per class when there are multiple sections of the class. Exceptions to this will be made only for classes limited by physical space or classes for students with low skills. If a class does not have the minimum of seventeen (17) students enrolled at the end of the second week, the following shall apply:
 - a. If at the end of the second week, the number of enrolled students is between 13 and 16 the class may be continued for another week.
 - b. If by the end of the third week, the number of enrolled students is still less than the established minimum of seventeen (17) the administrator will attempt to balance the distribution of students within appropriate levels and make every effort to fill the class (for example, eliminate waitlists.) If these efforts have been made, and the class continues to be below the established minimum, it may be closed and the teacher will be reassigned according to seniority.
2. If a class has a weekly average daily attendance of fewer than thirteen (13) students for three consecutive weeks, it may be canceled and the teacher will be reassigned according to seniority.

All Adult Education and Regional Occupational Program classes, with the exception of ESL, ABE and ASE, will be provided on a fee-based model that requires these classes to be self-sustaining. Therefore, minimum enrollment is based on the required number of students to cover all expenses associated with the class.

I. ADULT EDUCATION AND ROP CLASSES-OVERLOAD

The maximum class size shall be forty (40) students unless the instructor accepts a class size overload as set forth in Paragraph 2a below.

- a. Whenever an Adult Education class exceeds forty (40) students, it shall be considered an additional one-half hour of paid preparation time for each class session in which the class contains forty-one (41) to forty-five (45) students. An additional one-half hour paid preparation time shall be granted for each class session with forty-six (46) or more students. It shall be the responsibility of the administrator to correct overload conditions extending beyond two (2) weeks from the initial date of overload.

It shall be the responsibility of the administrator/coordinator to correct overload conditions extending beyond two (2) weeks from the initial date of overload.

Article III: EVALUATION PROCEDURES

A. GENERAL PROCEDURES FOR THE EVALUATION OF PERMANENT EMPLOYEES

1. Bi-Annual Evaluation of Permanent Employees

Permanent employees shall be evaluated by the District at least every other year.

2. Establishment of Objectives for Evaluation

While permanent employees are evaluated on a continuing basis by the District, the regular evaluation required by Education Code Section 44662 (Stull Act) shall consist of the establishment of mutually agreed objectives aligned to the California Standards for the Teaching Profession between the evaluatee and the evaluator and reduced to writing on Evaluation Form A. These shall be submitted to the evaluator in final form no later than the seventh (7th) school week. These objectives (aligned to California Standards for the Teaching Profession) are to form the basis of the “Stull Bill” evaluation for that permanent employee.

3. Counselor Evaluation based on National Counseling Standards

There shall be a new evaluation process for Counselors based on the National Counseling Standards. The parties agree to create new evaluation forms based on the National Counseling Standards. Also, parties shall develop new Goal and Objective Forms based on the National Counseling Standards. The forms will be created jointly by the Association and the District.

4. Modification of Objectives During the Year

During the course of the evaluation period, mitigating circumstances may arise that require modification of the evaluation goals and objectives. The necessity for the review of the evaluation criteria shall be determined by the evaluatee and/or the evaluator and the determination of the new evaluation goals and objective shall be mutually agreed upon.

5. Evaluation to be Based on Observation of Evaluatee

An evaluation shall be based upon at least one (1) observation. A written observation report shall normally be given to the evaluatee within the week of the observation, but in no case no more than five (5) days following the observation. More than one (1) observation shall take place prior to any negative comments or judgments being included in the summary evaluation. At the request of either party, a post-observation conference will be held.

6. Assistance to Evaluatee

When the immediate supervisor indicates to a unit member that an objective or District standard is not being met, the evaluator shall discuss with the unit member and place in writing those items that are applicable from the following list.

- a. Areas where improvement is needed.
- b. Specific suggestions for improvement.
- c. Additional resources that may be utilized by the unit member to assist with improvement.
- d. Techniques that may be used by the evaluator in measuring improvement.
- e. The immediate supervisor’s role, if any, in assisting the unit member in improving.

- f. A time schedule to be used by the immediate supervisor in future monitoring (*the immediate supervisor shall designate a reasonable time for improvement*).
- g. Observations of other classes to be made by the unit member.
- h. Any other specific activities that the unit member could complete to assist in improvement.

7. Observation to be the Basis for Final Evaluation

In preparing the year-end Stull evaluation form, the evaluator shall rely upon classroom observations, past observation conferences, and any other information verified through investigation by the evaluator.

8. Timeline for Final Evaluation

No later than April 1, the employee being evaluated shall submit to the evaluator Form A with his or her assessment of the completion of the objectives (*Degree of Achievement*). No later than May 1, the evaluator shall enter his/her assessment of the degree of achievement in the space provided on Form A. The evaluatee and the evaluator shall also complete the summary form (*Form B*). An employee may submit a written reaction or response to the evaluation (*either Form A or B*) and have it attached to the evaluation and placed in the evaluatee's personnel file.

B. GENERAL PROCEDURES FOR THE EVALUATION OF PROBATIONARY AND TEMPORARY EMPLOYEES

1. Semester Evaluation of Probationary and Temporary Employees

Probationary and Temporary employees shall be evaluated each semester.

2. Establishment of Objectives for Probationary and Temporary Employee Evaluations

In consultation with the probationary or temporary employee, the evaluator shall establish the criteria for evaluation consistent with the Goals and Objectives in the Standard Evaluation Form (*teacher, counselor*.) Such criteria shall be established during the first month of each semester.

3. Counselor Evaluation Based on National Counseling Standards

There shall be a new evaluation process for Counselors based on the National Counseling Standards. The parties agree to create new evaluation forms based on the National Counseling Standards. Also, parties shall develop new Goal and Objective Forms based on the National Counseling Standards. The forms will be created jointly by the Association and the District.

4. Observation of Employee

Each evaluation shall utilize an observation of employee performance as an assessment technique. Post-evaluation conferences between the evaluator and the employee shall occur within five (5) working days of a formal observation and shall be preceded by the evaluatee having received a written observation report. A probationary or temporary employee shall have the right to a second observation report upon the employee's request. This provision shall not be construed as preventing more frequent observations and/or informal assessments of the employee's abilities during the course of a semester.

5. Observation to be Basis for Final Evaluation

In preparing the semester evaluation form, the evaluator shall rely upon classroom observations, past observation conferences, and any other information verified through investigation by the evaluator. Any deficiencies that may have been brought to the attention of the evaluatee and subsequently corrected shall

not be included in the final evaluation summary. Deficiencies shall not be included on the semester evaluation if they have not previously been brought to the attention of the evaluatee.

6. Professional Support and Assistance

The District shall provide each probationary employee with on going professional support and assistance during his/her probationary period.

7. Dates of Final Evaluation Reports

a. First and Second Year Employees-Fall Semester

Probationary and Temporary employees shall receive their first semester evaluation prior to the Winter Recess.

b. First Year Employees-Spring Semester

Probationary and Temporary employees shall receive their second semester evaluations by May 15 of the employee's first year as a probationary employee.

c. Second Year Employees-Spring Semester

Probationary and Temporary employees shall receive their final probationary evaluation report prior to March 15 of the employee's second year as a probationary employee.

8. In-Service for Probationary Employees

At the election of the District, all first-year probationary employees shall be required to participate in District-approved in-service programs designed to improve instructional ability. Such participation shall be at District expense and normally through released time for the probationary employee, for which the employee shall not lose compensation. When the employee chooses to participate in in-service training programs of his/her own election outside the normal school day, it shall be at the employee's own expense.

C. ALTERNATIVE EVALUATION

The teacher Alternative Evaluation Program will adhere to the procedures outlined in the Alternative Teacher Evaluation Packet, originally developed by an ESTA task force in the spring of 1995 and presented in concept to the Board of Trustees in September of 1995. Details and implementation plans shall be approved by ESTA and Administration before being submitted to the Board for final approval, with proposed implementation to be February 1, 1996.

This Alternative Evaluation Program will continue for the duration of this contract. Continuation or modification will be subject to negotiation for the successor agreement.

D. EVALUATION RECORDS

1. Final Evaluation Filed in Human Resources Department File

The final evaluation forms, together with attachments by the employee, if any, shall be filed in the District Human Resources Department. The contents of this file are confidential.

2. Human Resources Department File

Materials in the District Human Resources Department file that may serve as a basis for affecting the status of employment are to be made available for the inspection of the employee. Such materials shall not include ratings or records that a.) were obtained prior to the employment of the person involved; b.) were

prepared by identifiable examination committee members; or c.) were obtained in connection with a promotional examination.

3. Derogatory Information in Human Resources Department File

Information of a derogatory nature, except material mentioned above, shall not be entered into the Human Resources Department file unless the employee is notified in writing that it is being placed in the file and offered the opportunity to comment thereon. The employee shall be granted released time without loss of pay to examine the file, if requested by the employee, and such review shall take place during normal business hours.

4. Personal Life of Employee/Freedom from Censorship

The personal life of an employee shall not be a subject of evaluation except as it may directly prevent him or her from properly performing his/her assigned functions at school. Employees shall not be censored or restrained in teaching, and the exercise of the right of free speech or academic freedom shall be a subject for evaluation only when it directly prevents the employee from performing properly his/her assigned functions.

5. Citizen or Parent Complaint

The District shall not take any action against an employee on the basis of facts alleged in a citizen or parent complaint unless the District independently confirms the accuracy of the facts alleged; and if so confirmed, the affected employee shall be notified within ten (10) working days of the completion of the investigation. The employee shall also be notified of any disciplinary action to be taken against the employee.

E. MISCELLANEOUS PROVISIONS

1. Released Time for Service on Commission of Professional Competence

The District shall release employees who are chosen to serve on the Commission of Professional Competence in Accordance with Education Code. Such service shall be considered a professional responsibility, and the rights and duties of the employee rendering such service shall be those contained in Education Code.

2. Copy of Job Description Given to Each Employee

Each employee shall be given a copy of his/her job description upon initial assignment and a new copy for each changed assignment. If a job description is changed by the District, the employee shall receive a copy of the revised description. An employee may request and receive another copy of the job description in the event the original is lost.

3. Employees Not to Evaluate Other Employees Covered by This Agreement

Employees shall not be required to participate in the evaluation of other employees, but an employee may request that another employee observe his/her teaching and provide appropriate assistance when requested by the employee.

4. No Unsubstantiated Information in Final Evaluation

The final evaluation by the evaluator shall be based on classroom observations, past observations, and any other information verified through investigation by the evaluator. In the event information is received by the evaluator that is later proven to be unsubstantiated, no record of the information shall be maintained by the District. Any such record that exists shall be delivered to the employee for disposition.

F. PERFORMANCE APPRAISAL FOR CO-CURRICULAR ASSIGNMENTS

Notwithstanding the provisions of Education Code, Section 44923 (*In the event a permanent employee of a school district has tenure as a full-time employee of the district, any assignment or employment of such employee in addition to his full-time assignment may be terminated by the governing board of the district at any time.*), the parties to this Agreement have agreed to the following procedures relating to the evaluation, reappointment, and discharge of unit members assigned co-curricular assignments.

1. Performance Appraisal

Employees appointed to a co-curricular assignment, other than Athletic Director (AD) and ASB Director, or such other assignments identified by the principal for direct administration supervision, shall be given a performance appraisal by the appropriate director at their request, at the discretion of the principal.

2. Performance Appraisal Inclusions

- a. A pre-season (*start of school year*) meeting in which employees are given a job description and made aware of school policies and expectations in their area of service.
- b. Observations of the employee in a practice/competition setting.
- c. A mid-season/school year discussion concerning performance related to the job description.
- d. An end-of-season/school year discussion and written review concerning performance related to the job description.
- e. The written documents used for performance appraisal may be the choice of the school site, as approved by the principal.

3. Performance Evaluation

- a. Unsatisfactory performance observed by the directors or noted in the performance appraisal process is to be brought to the attention of the principal prior to the end of the assignment period. In the event unsatisfactory performance is noted within the first one-half of the assignment period, the evaluation procedure shall be implemented by the principal immediately.
- b. The principal shall meet with the employee to discuss the unsatisfactory appraisal, at which time problem areas or deficiencies shall be discussed.
- c. The principal shall make specific recommendations for improvement based upon job description and school policy and expectations.
- d. Except in cases of flagrant impropriety or a documented serious and ongoing problem, the employee will be given one additional assignment period to remedy the deficiency if unsatisfactory performance is noted in the second half of the assignment period.

4. Reappointment/Discharge Procedures

- a. An employee not reappointed to a co-curricular assignment period shall be entitled to a written statement setting forth the school site principal's reason(s) for non-reappointment upon the employee's request.
- b. An employee discharged shall be provided notice and opportunity to appeal the principal's decision prior to discharge. Such notice shall be provided the employee at least fifteen (15) calendar days in advance of the effective date of discharge. An employee who appeals the principal's decision to discharge within five (5) calendar days of receiving a notice of discharge shall be granted a hearing before the superintendent. The appeal process shall be:

- 1.) The appeal must be received in the office of the superintendent within the time frame indicated in paragraph "b" above.
- 2.) The superintendent shall establish a conference to hear the appeal.
- 3.) The superintendent and/or the employee may be represented by counsel. (The employee shall notify the superintendent in advance of the conference as to whether or not the employee has elected to be represented by counsel.)
- 4.) The superintendent shall provide the employee a written decision.

c. In addition to the above, co-curricular assignment employees are subject to Board Policy No. 4117, "Separation from Service."

G. ADULT EDUCATION AND ROP PROGRAMS

1. General Procedures

a. Evaluation Criteria

Any formal evaluation shall be based upon established criteria that are discussed with the employee prior to any observation or evaluation of the employee.

b. Observations

An evaluation shall be based upon at least one (1) formal observation. A written observation report shall normally be given to the evaluatee within the week of the observation, but in no case more than five (5) working days following the observation. More than one (1) observation shall take place prior to any negative comments or judgments being included in the summary evaluation. At the request of either party, a post-observation conference will be held. The employee shall be notified in the event a follow-up formal observation is necessary. A follow-up observation shall be conducted within thirty (30) working days of notification that a follow-up observation is necessary.

c. Assistance to Evaluatee

In the event that an evaluatee receives an observation report indicating that an objective is not being achieved, the evaluator shall take positive steps to provide assistance to help the evaluatee meet the stated objective(s). Such assistance shall include, if appropriate, specific recommendations for improvement, direct assistance in implementing such recommendations, a statement of additional resources to be provided to assist the permanent employee in making improvements, released time for the permanent employee to visit and observe other classes, and a time schedule for monitoring progress.

d. Final Evaluation

In preparing the final evaluation form, the evaluator shall rely upon classroom observation conferences. Any deficiencies that may have been brought to the attention of the evaluatee and subsequently corrected shall not be included in the final evaluation summary. Deficiencies shall not be included on the final evaluation if they have not previously been brought to the attention of the evaluatee. The final evaluation shall be completed by May 1. An employee may submit a written reaction or response and have it attached to the final evaluation.

e. Receiving a "Remediation Required" Evaluation

Evaluates who receive a “remediation required” assessment on the final evaluation shall be required to correct the deficiencies indicted by the evaluator during the next school year in accordance with the law. In addition, the District shall take positive steps to provide other assistance to the evaluatee, which may include specific recommendations and released time for the evaluatee to visit and observe other classes.

2. Evaluation Records

a. Final Evaluation to be filed in Human Resources Department File

The final evaluation forms, together with attachments by the employee, if any, shall be filed in the District Human Resources Department. The contents of this file are confidential.

b. Human Resources Department File

Materials in the personnel file in the District Human Resources Office that may serve as a basis for affecting the status of employment are to be made available for the inspection by the employee. Such materials shall not include ratings or records that a.) were obtained prior to the employment of the person involved; b.) were prepared by identifiable examination committee members; or c.) were obtained in connection with a promotional examination.

c. Derogatory Information in Human Resources Department File

Information of a derogatory nature, except material mentioned above, shall not be entered into the file unless the employee is notified in writing that it is being placed in the file and offered the opportunity to comment thereon. The employee shall be granted released time without loss of pay to examine the file, if requested by the employee, and such review shall take place during normal District Office business hours.

d. Personal Life of Employee/Freedom from Censorship

The personal life of an employee shall not be a subject for evaluation except as it may directly prevent him or her from properly performing his/her assigned functions at school. Employees shall not be censored or restrained in teaching, and the exercise of the right of free speech or academic freedom shall be subject for evaluation only when it directly prevents the employee from performing properly his/her assigned function.

e. Citizen Complaint

The District shall not take any action against an employee on the basis of facts alleged in a citizen complaint unless the District independently confirms the accuracy of the facts alleged and if so confirmed, the affected employee shall be notified within ten (10) working days of the completion of the investigation. The employee shall also be notified of any disciplinary action to be taken against the employee.

H. EMPLOYEE DISCIPLINE/SUSPENSION

1. “Disciplinary action,” as contained in this section, shall be for cause, and means “suspension, with or without pay, for up to five (5) days.” All disciplinary action taken by the District herein shall be administered in accordance with the just cause/due process provided for in this section. This section does not apply to or restrict the District’s ability to impose administrative leave.

2. Except for extenuating circumstances, the District shall normally utilize a “progressive discipline” procedure prior to implementing suspension herein, as outlined by the following steps:

- a. Verbal warning.
 - b. Written warning notice.
 - c. Reprimand in written form with the unit member having the right to respond in writing and to have such response attached to the original reprimand.
 - d. Suspension, with or without pay.
3. Normally, suspension shall be reserved for repetitive or serious violations.
4. Discipline Procedure
- a. Suspension herein shall not deprive the unit member of seniority, available health benefits, or payroll deductions, including the right to reimburse the District for any payroll deductions that would otherwise have been deducted from the unit member's pay warrant, such as organizational dues, credit union payment, charitable contributions, tax sheltered annuities, or insurance premium payments.
 - b. No unit member shall be suspended more than once under this section for the same action or infraction.
 - c. Whenever a unit member is given notice of suspension herein, he/she shall be given concurrent notice of his/her right to appeal the decision and the right to be represented by the Association.
 - d. Notice of Suspension: The Superintendent shall give written notice of the proposed suspension to the unit member within thirty (30) work days of the occurrence giving rise to the disciplinary action. The notice of proposed suspension shall include the cause(s) on which the suspension is based, the length of the suspension, and the beginning and ending dates of the suspension. The notice of proposed suspension shall contain a statement that informs the unit member of his/her right to request a hearing in accordance with the provisions outlined in this section. The notice of proposed suspension shall be authorized by the Board of Trustees or ratified at the next regular meeting of the Board.
 - e. Request of Hearing: The unit member shall have ten (10) work days following actual receipt, or service by U.S. registered mail, of the notice of proposed suspension, to request a hearing. The request for hearing shall be made in writing to the Association and the District. Should the Association agree that a hearing is appropriate, the Association shall have fifteen (15) work days following receipt, or service by U.S. registered mail, of its copy of the request for hearing to meet with the District Superintendent, or designee, to select an arbitrator in accordance with the procedure provided for in the grievance procedure of this Agreement or to otherwise resolve the matter.
 - 1.) If a unit member fails to request a hearing within the timelines provided for in this section, or the Association believes that a hearing is unnecessary, the proposed suspension may be implemented by the District in accordance with the timelines set forth in the notice of proposed suspension. Unless otherwise agreed between the Association and the District, the terms of the suspension shall be in accordance with the terms of the original notice of proposed suspension.
 - f. Hearing: If a hearing has been requested by the unit member and agreed to by the Association, then the selection of an arbitrator and the procedures for conducting the hearing shall be in accordance with grievance procedures of this Agreement. Except in cases of serious misconduct in which immediate suspension is warranted, and only following consultation with the

Association, the imposition of the suspension shall be stayed until the hearing has been conducted and a decision has been rendered by the arbitrator

5. Suspension with or without pay under this section shall not be regarded as a pre-condition for any other form of disciplinary action against a unit member not prohibited by law, including but not limited to, dismissal, suspension under the Education Code, and/or notice of non-reelection.
6. Information of a derogatory nature shall not be entered or filed in a unit member's file unless and until the employee is given notice concerning such, and has an opportunity to review and comment thereon. The unit member shall have a reasonable time to comment in writing on the derogatory materials, and such comments are to be attached to and filed with the material.
7. If the arbitrator rules in favor of the unit member, notice of suspension and any briefs or record of the hearing or its outcome will not become a part of the unit member's personnel file.

NOTES

Article IV: GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A “grievance” is a claim by the Association or by one (1) or more employees that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. An “aggrieved employee” is the person, including the Association or representatives thereof, making the claim.
3. A “party in interest” is an employee who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. Purpose of Grievance Procedure

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise in carrying out the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Extension of Time Limits

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

3. Reduction of Time Limits

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to an aggrieved employee, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.

C. PROCEDURE

1. Level One

a. Informal

An aggrieved employee may first discuss the grievance with the immediate supervisor, either directly or through the Association’s designated Grievance Representative, with the objective of resolving the matter informally. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Items or incidents to be grieved shall have occurred within ninety (90) days of the initiation of Level One-“a” of the Grievance Procedure.

b. Formal

If Level One-“a” is used and is unsatisfactory, the aggrieved employee may file the grievance in writing with the immediate supervisor, either directly or through the Association’s designated Grievance Representative, with the objective of resolving the matter. A copy of the grievance must be filed with the Association. The supervisor must render a written decision within five (5) days of the meeting.

2. Level Two

a. Appeal to the Superintendent

If the aggrieved employee is not satisfied with the disposition of the grievance at Level One and/or if no written decision has been rendered within five (5) days after presentation of the grievance, the aggrieved employee may file the grievance in writing simultaneously with the President of the Association and District Superintendent within ten (10) days after the written decision at Level One.

b. Response by Superintendent or Designee

Within ten (10) days after receipt of the written grievance by the District Superintendent, the District Superintendent or designee, shall meet with the aggrieved employee and representative of the Association in an effort to resolve the grievance. The Superintendent or his designee shall render a decision in writing within ten (10) days of this meeting.

3. Level Three

The Association shall notify the Superintendent in writing within ten (10) days after the Superintendent’s written response (Level 2) if it intends to proceed to binding arbitration. If any question arises as to the arbitrability of the grievance, such questions shall be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

a. Selection of an Arbitrator

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association’s submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

b. Decision of the Arbitrator

The arbitrator’s decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions only on the issues submitted. The arbitrator shall be without power or authority to make any recommendation that requires the commission of an act prohibited by law or that is in violation of the terms of this Agreement. It is, however, agreed that the arbitrator is empowered to include any recommendation for such financial reimbursement or other remedies as he/she judges to be proper. The recommendation of the arbitrator shall be final and binding on the parties.

c. Expenses of the Arbitrator

Except as provided in Paragraph “b,” above, all costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expense, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by

the party incurring them. It is agreed that an arbitrator, whenever possible, shall be selected from the San Diego County Area.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. No Reprisals for Filing Grievances

No reprisals of any kind shall be taken by the District Superintendent or by any member or representative of the administration or the Board against any aggrieved employee, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

2. Employee Entitled to Representation

An employee may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected by the Association. If an employee is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The aggrieved employee shall be present, unless incapacitated, at all stages of the grievance procedure.

E. MISCELLANEOUS

1. Initial Grievance Filing at Level Two

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 supervisor, the aggrieved employee shall submit such grievance in writing to the District Superintendent and the Association directly; and the processing of such grievance will be commenced at Level Two.

2. Formal Grievance Decisions to be in Writing

Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following the receipt of a written decision by the parties in interest.

3. Released Time for Grievance Processing

When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, upon notice to the immediate supervisor by the President of the Association, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearing as a witness shall be accorded the same right.

4. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5. Grievance Form

The District shall make available copies of the form for the filing of grievances and for appealing a grievance to the next level at each school and work location for use by employees.

6. Grievances by the Association

The Association, either on its own behalf or on behalf of the affected employees, may initiate a grievance at Level Two that affects more than one (1) employee at a single site or employees at more than one (1) site.

7. Association Right to Receive Copy of Proposed Grievance Resolution

The District shall not agree to a resolution of any grievance until the Association has received a copy of the formal grievance and the proposed resolution and has been given the opportunity to file a response.

NOTES

Article V: HOURS OF EMPLOYMENT

A. LENGTH OF THE WORK YEAR

Effective July 1, 2013, the length of the work year shall be 184 duty days. The instructional year shall consist of 180 teaching days. As a result of this four day increase in the work year, the ESTA salary schedule shall be increased by 2.0%.

B. HOURS OF EMPLOYMENT

1. Length of Work Day

All employees shall be required to report for duty fifteen (15) minutes before their first assigned period of the day and remain on duty thirty (30) minutes after the end of their last assigned period of the day. Assigned periods include conference periods and/or tutorials. Employees are expected to remain after their normal workday to attend faculty meetings, staff development, site and district-wide department chairperson meetings, meetings of the District Instructional Services Council, pre-arranged parent conferences, Back-to-School Night, and non-teaching duties as assigned by the principal or his/her designee.

2. Number of Periods Taught/Length of Periods

Regular day school employees shall teach no more than five (5) days per week, instructional minutes of those days not to exceed an average of 345 minutes per day. The employee and the District may mutually agree that the employee will teach an additional period as part of his/her assignment, for which the employee will be compensated at an additional twenty percent (20%) of his/her basic salary, excluding stipends for department chairperson service or extra-service assignments. Such additional service shall be on a semester-by-semester basis at the discretion of the District, and the assignment shall be considered temporary. No teacher with a 5-period student contact number of fewer than 125 students shall be considered for the additional period unless there is no other qualified candidate on site.

3. Length of the Instructional Day

The length of the instructional day, including preparation period, shall be an average of 345 continuous minutes, excluding lunch and passing periods. Exceptions may be made by mutual agreement of the District and the Association.

4. Conference Periods

Regular day school full-time employees, other than counselors and nurses, shall have one (1) period of their six (6) period assignment (block or traditional schedule) set aside for preparation and planning. Regular day school employees on less than a full-time contract shall set aside a proportionate amount of time for preparation and planning.

5. Duty-Free Lunch Hour

Every employee shall be entitled to a duty-free, uninterrupted lunch hour of the same length as the District-established student lunch period, but in no event of less than thirty (30) minutes, exclusive of passing periods to and from class.

6. Year-Round Schedule

Individual sites, with District and ESTA approval, may adopt a year-round schedule, which will not change the number of days or hours worked by individual unit members. *(See Article VIII.A.5.1.)*

7. Professional Learning Community (PLC) Time

A bank of instructional minutes (5 minutes times annual instructional days) shall be established for the sole purpose of increasing PLC collaborative time. (see section 3. above) PLC collaborative time refers to a systematic process in which teachers and administrators work together to analyze and effect professional practice in order to improve individual and shared results. The determination of scheduling PLC collaborative time shall be vested with District and site administration.

C. NON-TEACHING, CO-CURRICULAR & EXTENDED-DAY TEACHING ASSIGNMENTS

1. Definition of Non-Teaching Duties

“Non-teaching duties” means any duties that are required by the District and that do not involve instruction of students, excluding the duties listed as extensions of the professional assignment in “Length of Work Day,” Paragraph B.1, above. Non-teaching duties include, but are not limited to, student dances, sports-attendance assignments, commencement exercises, and the related senior activities.

2. Assignment of Non-Teaching Duties

“Non-teaching duties” will be equitably assigned by a site committee composed of one administrator and one teacher. All employees may volunteer for their preferred assignment. The administration will post all non-teaching duty assignments no later than three (3) weeks after the beginning of each semester and will distribute a copy to each employee. Non-teaching duties shall not be assigned on a non-teaching day except on a voluntary basis. Approximate hour requirements will be attached to each duty and teachers shall be required to sign up for preferred duties not to exceed eight (8) hours per year except on a volunteer basis.

3. Definition of Co-Curricular Assignment

“Co-Curricular Assignments” are those listed on the Co-Curricular Assignment Schedule in Article VIII.

4. Co-Curricular Assignment Voluntary

Co-Curricular assignment shall be voluntary and at the salary rates specified in Article VIII, Salary Schedule

5. Student Teacher Program

The assignment of student teachers to supervising teachers shall be on a voluntary basis, and the assignments shall be posted at the beginning of each semester. Teachers will be paid by the District when payment is received from the college or university in accordance with standard payroll procedures.

6. Intern Programs

The assignment of interns to supervising employees shall be on a voluntary basis.

D. ROP EMPLOYEES

1. Employees working from three (3) to four (4) hours per day shall be granted one (1) paid fifteen (15) minute rest period each day.

2. Unit members required to be on site at least seven and one half (7.5) hours shall be entitled to a duty-free half (1/2) hour paid lunch period.
3. Employees assigned to classes that are two and one half (2.5) hours or longer shall earn preparation compensation at a rate of seventeen percent (17%) of their total number of hours worked calculated monthly. Hours will not be reduced solely for the purpose of avoiding preparation time pay. Preparation time will be considered as part of basic assigned hours.
4. Other than the annual county Office of Education orientation/in-service meetings, employees shall be paid their hourly rate of pay for assigned non-teaching and extra-service duties.
5. Daytime employees on a regular school campus shall have a basic work-year consistent with the regular-day school calendar.
6. Extended work-year assignments shall be paid at the employee's hourly rate of pay.
7. The work-year of all other ROP employees shall be based upon the District's contract with the County Office of Education.
8. All ROP hourly instructors will have one (1) day (the equivalent of their regularly scheduled hours) to prepare their classrooms and materials for the new school year.

E. ADULT EDUCATION EMPLOYEES

1. Employees working from three (3) to four (4) hours per day shall be granted one (1) paid fifteen (15) minute rest period each day.
2. Unit members required to be on site at least seven and a half (7.5) hours shall be entitled to a duty-free paid half hour (1/2) lunch period.
3. Employees assigned to classes that are two and one half (2.5) hours or longer shall earn preparation compensation at a rate of seventeen percent (17%) of their total number of hours worked calculated monthly. Hours will not be reduced solely for the purpose of avoiding preparation time pay. Preparation time will be considered as part of basic assigned hours.
4. Other than for an annual orientation meeting, employees shall be paid their hourly rate of pay for all assigned non-teaching and extra-service duties.
5. Adult Education instructors shall have a basic work year consistent with the regular-day school calendar. All other instructors may have a work year based on a quarterly schedule of classes.
6. Extended work-year assignments shall be paid at the employee's hourly rate of pay.
7. The full time equivalent (FTE) for adult education teachers is 1326 hours. The full time equivalent (FTE) for ROP teachers is 1410.5 hours.
8. All academic teachers will have one day (the equivalent of their regularly schedule hours) to prepare their classrooms and materials for the new school year.

NOTES

Article VI: LEAVES OF ABSENCE

A. GENERAL LEAVE POLICIES

1. Accepting Employment While on Leave

An employee shall not accept certificated employment in another district while on an unpaid leave of absence from the District without approval of the Board of Trustees.

2. Notification of Intent to Return

The employee shall notify the District of his/her intended return on or before December 15 in the event of a first semester leave and on or before May 1 in the event of a second semester or one (1) year leave. This provision will be transmitted in writing to the employee at the time the leave is approved and one (1) month prior to the employee's deadline for notification of intent to return.

3. Return to Original Work Location After Leave

An employee on a paid or unpaid leave of absence (*except for Personal Unpaid Leave of Absence*) will be returned to the work location (*school or district-wide assignment*) that he/she held at the commencement of the leave. In returning the employee to the original work location, the District intends to treat the returning employee as if he/she had never been on leave; and the returning employee shall be treated equally with all other employees at the work location in the event that an involuntary transfer from the work location subsequently becomes necessary.

4. Continuation of Insurance Coverage at Employee Expense

An employee on an unpaid leave of absence shall be entitled to continued coverage under the District's teacher insurance program as referred to in Article IX Employee Benefits, provided the employee pays for such coverage on a month-to-month basis in advance; and the arrangement is acceptable to the insurance carrier(s).

5. Request for Other Leaves

An employee may submit for District consideration a request for other leaves not provided by this Agreement.

6. "Paid Leave of Absence" means that an employee shall be entitled to receive wages and all fringe benefits, including but not limited to, insurance and retirement benefits, and to receive credit for annual salary increments during the approved leave.

7. "Unpaid Leave of Absence" means leave without pay, fringe benefits and retirement benefits, or credit for annual salary increments. Annual salary increments may be provided by the Board of Trustees.

8. "Leave of Absence" do not constitute a break in service. Leaves of absence, other than paid leaves of absence, do not accrue years of service.

B. PAID LEAVES OF ABSENCE

1. Bereavement Leave

a. Number of Days of Entitlement

Every employee shall be entitled to three(3) days of paid leave of absence, or five (5) days if more than two hundred (200) miles of one-way travel is involved, on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave. The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

b. "Immediate Family" means such relationships as mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee; or any person living in the immediate household of the employee for a period of one (1) year or more.

2. Exchange Leave

Exchange of employees with employees from other districts may be approved and shall be in accordance with Education Code Sections 44853-44855, inclusive. Only employees with tenure status shall be candidates for exchange positions. All exchange employees shall meet certification, health, and other requirement specifications by the state and local regulations operative in the districts and positions of their respective assignments. Permanent employees in exchange service shall be paid by their own employers. Salary increments, salary steps, and sick leave shall accrue as if the employee were teaching within his/her own district. All applications for exchange positions may be filed in writing with the principal and shall be forwarded to the District Superintendent's office. All requests shall be forwarded by the District Superintendent to the Board for action. Denied requests shall be returned by the District Superintendent to the applicant through the principal's office as soon as Board action is taken. Final approval of any exchange is subject to a favorable action by both governing boards of the school districts concerned.

3. Industrial Accident Leave

a. Entitlement of Industrial Accident Leave

An employee will be entitled to industrial accident leave according to the provision in the Education Code Section 44984 for personal injury or illness that has qualified for workers' compensation under the provisions of the workers' compensation fund.

b. Filing a Claim

In order to be qualified for workers' compensation, the employee must file an accident report as required in Paragraph "c," below. The claim will be processed by the District and the District's workers' compensation insurance carrier in accordance with established procedures. If the District or the carrier denies the claim the employee may appeal the decision by filing an Application for Adjudication of Claim with the State Compensation Appeals Board in accordance with the procedures established by law. The State Compensation Appeals Board shall make final determination on the validity of a claim.

c. Reporting Injury or Sickness

An employee shall report any alleged occupational injury or sickness on the appropriate District form to the immediate administrator within twenty-four (24) hours of knowledge that said occupational injury or sickness is job-related. If an employee is incapacitated to the extent that he/she cannot file a report, the site administrator has the responsibility for submitting the report.

d. Length of Leave

Such leave shall not exceed sixty (60) days in any one (1) fiscal year for the same industrial accident when the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District.

e. Designation of a Physician

1.) Selection of a Physician by Employee

An employee may be treated by a physician of his/her own choice if he/she has notified the District Human Resources Department in writing upon initial employment or prior to the date of the injury or illness that he/she has a personal physician and desires treatment by that physician. The designation may be changed by the employee at any time prior to the date of the injury or illness. For purposes of this section, "personal physician" means the employee's regular physician and surgeon licensed pursuant to Chapter 5 (*commencing with Section 2000*) of Division 2 of the Business and Professions Code, who has previously directed the medical treatment of the employee and who retains the employee's medical records, including his/her medical history.

2.) Failure to Designate Physician in Advance

If no physician is designated in writing in advance as per the above, the employee shall utilize a physician from the panel provided by the insurance carrier for at least the first thirty (30) days after the illness or injury. After that date, the employee may designate in writing his/her physician as per the first paragraph and utilize that physician.

3.) Use of District-Designated Physician in Certain Cases

If the employee-selected physician is not complying with State Compensation rules and regulation or not complying with the proper reporting rules, the District may require the employee to utilize a physician selected by the District or its compensation insurance carrier from the established panel of physicians, in accordance with the procedures in Section 9786 of Title 8 of the California Administrative Code.

4.) Medical Report to District

The District may request the employee's physician, or the physician designated by the District, to provide the District with a medical report indicating the length of time that the employee may be unable to perform assigned duties, degree to which a disability is attributable to the injury involved, or to determine the employee's ability to resume work. If the costs of this District-directed examination are not subsequently covered by the workers' compensation claim in accordance with the usual rules, the District will pay for the examination required by the District.

f. Continuation of Pay During Temporary Disability

During a leave of absence for temporary disability under workers' compensation, the employee shall continue to receive his/her full pay for a maximum number of days indicated in Paragraph "d" above. This is in addition to other paid leave to which the employee is entitled under the Agreement. No employee, however, shall receive more than one hundred percent (100%) of his/her pay during the period of temporary disability.

g. Total Leave for the Same Injury or Illness

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

h. Duty to Remain in State Unless Excused

An employee receiving benefits as a result of this section shall, during periods of illness or injury, remain within the State of California unless the Board of Trustees of the District authorizes travel outside the State.

i. Use of Other Leave in Conjunction with Industrial Accident Leave

The benefits provided in this section are in addition to illness/injury leave benefits. Upon conclusion of this paid industrial accident leave, an employee may utilize any available leave for personal illness or injury, provided that any utilization of such leave when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation. The sick leave utilization shall be appropriately pro-rated in accordance with the rules and regulations of the State Compensation Insurance Fund.

j. Authorization to Return to Work After Accident or Illness

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized workers' compensation physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional well/being.

k. Failure to Accept Appropriate Assignment upon Return to Work

An employee who is eligible for re-employment and has been medically released for return to his/her duties but fails to accept an appropriate assignment shall be terminated.

l. Leave of Absence for Disability under STRS

An employee who has applied for a disability leave of absence with the State Teachers Retirement System shall be granted a leave for a period of time not to exceed thirty (30) days beyond final determination of the disability allowance as determined by STRS. If the employee is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of disability, but in any event, not more than thirty-nine (39) months from the date of approval of the disability allowance. An employee who is granted disability retirement under this section by STRS for the approved period (*not to exceed 39 months*) shall continue as an employee of the District for such duration. He/she shall return to employment within thirty (30) days of the final date of the conclusion of the approved disability leave. In the event that the employee is not medically able to return to duty, however, he/she shall be deemed to be terminated from employment with the district, whether or not the employee continues on permanent disability with STRS

4. In-Service Leave

The employee may be granted, upon request, paid leaves each school year for the purpose of improving his/her performance. Such leave shall be used to visit classes or to attend workshops or conferences related to his/her teaching. All necessary costs shall be reimbursed by the District.

5. Judicial Leave

a. Jury Duty Leave

1.) Continuation of Salary During Jury Duty

Employees shall be granted a leave of absence for jury duty or court attendance as specified in Education Code Section 44036 and shall receive as compensation the difference between the

compensation received for court service, excluding meals and travel pay and his/her salary, for the duration of the absence.

2.) Duty to Inform Immediate Supervisor

Upon notification of jury duty, the employee will inform his/her supervisor.

b. Court Appearance (*other than jury duty*)

1.) When the case involves the school district or whenever the employee is subpoenaed as a witness in a case involving the school district, he/she shall have time for appearance in court without loss of pay.

2.) When the employee is not a voluntary witness, no salary deductions shall be made for absences if an employee is under a subpoena in a court case in which he/she is not an interested party nor a voluntary witness.

3.) When the employee is a voluntary witness or pursuing his/her own interest, no salary shall be paid in cases when an employee is a voluntary witness appearing in his/her own interest, except under provisions for use of leave under Personal Necessity or Personal Reasons Leave as provided in this Agreement.

c. For purposes of this section, "court" shall also mean any official administrative agency of the state or federal government, except that the District reserves the right to limit reasonably the amount of released time granted to an employee subpoenaed by the employee organization itself.

6. Personal Necessity Leave

a. An employee may use sick leave for Personal Necessity Leave. Personal Necessity Leave is of two (2) kinds, one that requires advance permission of the immediate supervisor and one that does not.

1.) Advance Permission Required

Personal business that can *only* be conducted during working hours may be charged to Personal Necessity Leave if it concerns obligations that are beyond the immediate control of the employee and that normally would compel an individual to be absent from his/her duties. It would be something more than a personal convenience to the employee or a situation created by the choice of the employee. Advance permission of the immediate supervisor is required. No such leave may be used for purposes of vacation, honeymoon, or extension of any school recess or holiday.

2.) No Advance Permission Required

In the following cases, no advance permission is required, but the employee should notify his/her supervisor as soon as possible.

a.) Death or serious illness of a member of his/her immediate family.

b.) Accident involving his/her person or property, or the person or property of his/her immediate family.

3.) For purposes of this section, "immediate family" means the mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law,

sister, or sister-in-law of the employee; or any person living in the immediate household of the employee for a period of one (1) year or more.

b. Compelling Personal Importance Leave

A maximum of two (2) days of Personal Necessity Leave per school year may be used for matters of compelling personal importance such as (a) medical examinations, (b) closing title to a home; (c) moving day; (d) appearance in court not covered by other leave; (e) appearance at Internal Revenue Service meetings; (f) graduation of a child, self, or spouse; (g) marriage of a member of the immediate family; or other similar occurrences that require the employee's presence. No such leave may be used for purposes of vacation, honeymoon, or extension of any school recess or holiday. Whenever possible, advance permission shall be requested from the immediate supervisor. If advance permission is not possible, the employee shall notify the superintendent or his designee for approval through his/her immediate supervisor as soon as possible.

7. Personal Reasons Leave

a. Number of Days of Available Leave

During any school year, the District may grant up to eight (8) days of personal leave for which the cost to the employee shall not exceed the substitute daily rate of pay.

b. Application for the Leave

The employee must specifically apply for such a leave using the following procedures.

1.) Advance Permission Required

The employee must receive advance permission to have the leave by completing the appropriate form requesting such action and filing it with his/her immediate supervisor.

2.) Situations Not Requiring Advance Permission

In the event of a situation when it is not possible to obtain advance permission, the employee may contact his/her immediate supervisor, explain his/her absence, and file the appropriate form with his/her immediate supervisor as soon as possible.

c. Activities Allowed under Personal Reasons Leave

Situations when such leave may be granted include areas of civic responsibility, family situations not covered in other leave policies, and other worthy purposes.

d. Duty to Exercise Prudence in Utilization of Personal Reason Leave

When applicable, the employee should make reasonable effort to take care of such responsibilities at times other than during school hours or working days.

e. Notification of Principal

In all cases when an employee needs to be absent from his/her job, he/she should see that the principal is notified so that a substitute may be hired if necessary.

8. Pregnancy Leave (Paid)

a. Use of Sick Leave and Extended Sick Leave

Employees may use available sick leave, including extended sick leave, if unable to render service to the District as a direct result of pregnancy. An employee also has the option to take unpaid maternity leave or unpaid child care leave (*See Unpaid Maternity and Child-Rearing Leave*).

b. Duty of Employee to Notify District

Employees, upon the knowledge of pregnancy, shall inform, in writing the administrative head of the school or office so that appropriate plans can be made for her assignment when she goes on leave.

c. Continuation of Work During Pregnancy

A pregnant employee may continue to work as long as her health will permit as attested to in a statement from her physician prior to the expected date of the conclusion of the pregnancy. The employee must file a statement from her physician or District-approved medical adviser not later than the third (3rd) month of pregnancy, or as soon thereafter as she become aware of her pregnancy, indicating the estimated date of delivery, that she is in good health, and that, in the judgment of the physician or medical adviser, she can continue to carry on her assigned duties and responsibilities without danger to herself or her child.

d. Charging Pregnancy Leave to Sick Leave

Pregnancy Leave and/or disability following pregnancy leave may be charged to available sick leave and extended sick leave. If the employee is unable to resume her duties due to disability caused by pregnancy, the employee shall provide a statement from her physician attesting to the disability.

e. Return to Work

At the conclusion of the pregnancy, an employee on leave due to pregnancy may return to duty upon submission of a statement from her physician that her health and welfare will not be endangered and that she is able to resume her workload. If the total leave request is for thirty (30) days or less, the employee may return to duty in her same position at any time within the thirty (30) days, as authorized by the physician.

f. Pregnancy-Related Disability Considered Sick Leave

The use of available sick leave for pregnancy-related disabilities shall be treated the same as any other disability for which sick leave is granted. Sick leave includes disability due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery there from.

g. Sick Leave Benefits During Pregnancy Leave

During any portion of Pregnancy Leave (paid pregnancy/disability leave of absence), sick leave benefits are in effect the same as for any other paid leave.

9. Sabbatical Leave for General Education/Special Education Programs

a. Purpose

The purpose of Sabbatical Leave is to stimulate the professional growth of the employee by (1) inspiring creativity; (2) increasing enthusiasm; (3) adding concrete experience to subject matter (4) improving his/her morale; (5) bringing new developments in the employee's subject matter field into the high school program. This professional growth, which shall benefit the District, the students, and the employees, may be attained through professional study and research or through travel.

b. Requirements

1.) Applications for Study Purposes

When applications are made for study purposes, the applicant shall complete *one (1)* of the following:

- a.) An outline of the planned program for each semester, which shall consist of not less than twelve (12) units of undergraduate study or eight (8) units of graduate study.
- b.) An objective or purpose of research and a plan to be used in researching.

2.) Application for Travel and Observation

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 employee from travel activities pursued.

c. Eligibility

As a condition precedent to the submission of a request for sabbatical leave, an employee shall meet the following criteria:

- 1.) Shall have rendered seven (7) years of service in the District.
- 2.) Every employee, as a condition to being granted a leave of absence under the provisions for sabbatical leave in this Agreement, shall agree in writing to render a period of service in the employ of the District following the return from the leave of absence that is equal to twice the period of the leave.
- 3.) Shall validate the tentative application at the earliest time possible upon acceptance by the agency providing the scholarship, fellowship, or exchange teacher opportunity.

d. Compensation

1.) Fifty Percent Pay While on Sabbatical Leave

While on sabbatical leave properly authorized by the District, the employee shall receive fifty percent (50%) of the salary he/she would have received during the period of leave if he/she had continued in his/her regular position during such a period. In addition, the employee may earn an amount that does not exceed the equivalent of the sum he/she receives for his/her sabbatical salary. The District will contribute to STRS its usual portion of retirement based upon the actual amount paid to the employee during the sabbatical leave. The employee may elect to make up the difference, not only with respect to what his/her contribution would have been if he/she had earned full salary, but also the difference that the District would have contributed had he/she been on full salary. All such arrangements must be made directly with STRS. An employee on sabbatical leave shall receive salary increments or steps for the one (1) year of sabbatical leave. The employee's salary shall be that of the step on the schedule the employee would have received had he/she not been on sabbatical leave. If the employee would qualify for a higher classification, the proper transfer shall be made. The employee shall receive all fringe benefits during the sabbatical leave.

2.) Employee to Furnish Bond

The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District upon the furnishing by the employee

of a suitable bond indemnifying the Governing Board of the District against loss in the event that the employee fails to render service in accordance with this Article, following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render the required service is caused by the death or physical or mental disability of the employee.

e. Report on Activities While on Leave

Each employee who has been on sabbatical leave shall file with the District Superintendent for the Board of Trustees, within ninety (90) days after the employee's return, *one (1)* of the following:

1.) For Travel

A report, the format of which is to be mutually agreed upon by the individual and the Professional Evaluation Committee prior to recommendation for approval of the request for leave.

2.) For Study

A transcript of the employee's academic work must be sent to the Human Resources Department.

3.) For Research

A copy of the employee's research paper must be presented to the Human Resources Department. Failure to provide this report shall constitute a failure to fulfill leave condition and shall result in the forfeiture of all leave compensation.

f. Number of Sabbatical Leaves

The ratio of employees granted sabbatical leaves shall be no more than two percent (2%) of the employee personnel of the year the sabbatical leave is approved.

g. Length of Leave

1.) A sabbatical leave shall be granted for a period of one (1) full semester or one (1) full school year.

2.) A one (1) year's sabbatical leave may be taken in separate six-month periods, provided such leave is commenced and completed within a three (3) year period.

h. Procedure

1.) Applications for sabbatical leave are obtained from and submitted to the District Human Resources Department at least sixty (60) days before the end of the semester prior to the time the sabbatical would be effective.

2.) Applications are submitted by the District Human Resources Department to the District Professional Evaluation Committee.

3.) The Professional Evaluation Committee makes a recommendation for approval or disapproval based upon the above stated policy. Such recommendation shall also be determined by application of the committee's priority rating and consideration of any recommendations submitted by the applicant's principal, department chair, or District department chairperson.

- 4.) The Professional Evaluation Committee submits the application to the District Superintendent for transmittal to the Board of Trustees.
- 5.) The Board of Trustees takes action to approve or disapprove.
- 6.) The District Office notifies the applicant of the Board of Trustees' decision.
- 7.) A Sabbatical Leave may be extended by mutual consent, not to exceed one (1) year. A temporary teacher will be hired to replace the teacher on Sabbatical Leave if the staffing ratio remains the same or increases on the campus of the teacher on such leave.

10. Sick Leave

a. Number of Days of Sick Leave for General Education/Special Education Programs

Each employee is entitled to a one (1) day's leave of absence for illness or injury with pay for each month of contracted service and such other time as may be granted by the District yearly. Unused sick leave shall be accumulated from year to year, with such additional days as the District may allow.

b. ROP and Adult Education Programs

1.) Human Resources Department Shall Compute Accumulated Sick Leave

The District Human Resources Department shall be responsible for computing unit member accumulated sick leave based on weekly hours of assigned paid service, including preparation time, but excluding overload time earned pursuant to Article II, Section I.2

2.) Full-Time Employees

Unit members assigned seven and one half (7.5) hours per day, five (5) days a week, shall accumulate one (1) day of paid sick leave for each month of paid service.

c. Industrial Accident Leave to be Used for Job-Related Illness

All employees are covered by workers' compensation insurance for injury in the line of duty.

d. Proof of Illness Required After Five Days

All employees absent from duty may be required to present proof of illness after an absence of more than five (5) consecutive school days, or in instances when the District has a reasonable belief of abuse, to qualify for pay during the absence.

e. Extended Sick Leave

When the employee is absent from duties because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, and the employee has used up his/her sick leave, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the employee's position during the absence or, if no substitute was employed, the amount that would have been paid to the substitute had the substitute been employed. When the employee is absent for more than five (5) months and the employee's sick leave is used up, no further compensation shall be given the employee unless the District makes exception to this rule.

f. Use of Sick Leave for Personal Necessity Leave

Accumulated sick leave may be used for personal necessity.

g. Examination Required After Absence of Three Months or Longer

When an extended sick leave of three (3) months or longer has occurred, the employee shall provide the District with a letter from his/her physician stating that, in the opinion of the physician, the employee is able to return to work. In addition, the District may require the employee to take an examination, provided by a District-selected physician, for determination as to whether the employee is well enough and able to return to work. In the latter event, the District shall pay the cost of the examination.

h. Duty to Notify Principal

The employee's principal shall be contacted as soon as the need to be absent is known, but in any event, except in cases of emergency, no later than 6:30 a.m. on the day of the absence, in order to permit the District time to secure a substitute's services. The notification described herein shall also include the estimate of the expected duration of the absence, along with lesson plans and other material necessary for a substitute to carry on with the educational program. Failure to provide adequate notice may be grounds for denial of leave with pay.

i. Notification of Return to Work

If possible, the employee's principal shall be notified of the employee's intent to return to work at least two (2) hours prior to the close of the preceding work day, but in any event, no later than 6:30 a.m. on the day of return in order to permit the District time to avert a substitute's services.

j. Employee to be Given Number of Days of Sick Leave Upon Request

Upon request, the District shall provide an employee with an accounting in writing of the number of days of accumulated sick leave, up to and including the current school year. The accounting shall be available from the principal by October 1 of each year.

C. ADULT EDUCATION/ROP SICK LEAVE

1. Sick Leave

Sick leave for part-time employees shall be calculated by dividing the number of hours worked per week (including prep time) by five (5) and multiplying by the number of calendar months the employee is working (10 or 11).

Example: An employee works 7 hours per week, including prep time. 7 divided by 5 (for the number of workdays in a week) equals 1.4 hours. This would be multiplied by the number of months the employee works. If the employee works 10 months, 14 hours of sick leave would be earned for the year.

D. UNPAID LEAVES OF ABSENCE

1. Child Rearing Leave and Maternity Leave Without Pay

a. Child Rearing Leave

Upon request, the District shall provide an employee who is a natural or adopting parent an unpaid leave of absence for the purpose of caring for or rearing the child. An employee shall notify the District that he or she intends to take such leave at least four (4) weeks prior to the anticipated date

on which the leave is to commence, when possible. The unpaid child care leave shall be for a period of time mutually agreed upon by the District and the employee.

b. Maternity Leave Without Pay

“Maternity Leave Without Pay” is an unpaid leave that may be taken for the purpose of preparing for childbirth and for a recovery period afterward. If it is taken prior to the conclusion of pregnancy, it may be used also as a child care leave. Sick leave may be used once the maternity leave is used up.

In the event that the unpaid leave expiration date falls during the last five (5) weeks of the semester, the employee shall be required to remain on leave until the end of the school semester unless otherwise approved by the District.

2. Health Leave

a. Entitlement to Unpaid Health Leave

Employees are entitled to an unpaid leave of absence for reasons of health, such leave to be specified for a period of not less than one (1) year. Such leave may be extended in case of serious health conditions.

b. Statement From Physician May be Required

A statement by the employee’s physician to the effect that the employee qualifies for such leave shall be furnished at the District’s request.

c. Employee to Notify District of Intended Date of Return

The employee shall notify the District of his/her intended return on or before December 15 in the event of a first semester leave and on or before May 1 in the event of a second semester or one (1) year’s leave.

d. Reasons for Granting of Leave

Health leave may be granted if an employee is temporarily unable to perform his/her services because of illness, accident, or quarantine.

e. Responsibilities Upon Return to Duty

Upon returning and before assuming job responsibilities, a statement of fitness from the attending physician may be required by the District. If so, any cost shall be paid by the District.

3. Legislative Leave

a. Authorization for Leave

An unpaid leave of absence shall be granted upon request to a permanent employee who is elected to the California State Legislature, the U.S Congress, or any other elected position in government (local, county, state, or federal) for the duration of the term of office.

b. Request Submitted to District

The request for such leave shall be submitted not later than thirty (30) days after being elected to office.

c. Permission for Part-time Continued Employment

During the term of legislative leave of absence, the employee may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions as may be mutually agree upon.

d. Restrictions on Compensation and Seniority Accrual

Except as provided in Paragraph "c" above, an employee shall receive no compensation, other benefits, salary increments, or accrual of seniority for layoff or reduction-in-force purposes.

e. Duty of Employee to Notify District of Intended Date of Return

The employee shall notify the District of his/her intent to return to service of the District on or before December 15.

f. Reinstatement upon Return to Duty

An employee returning from a legislative leave shall be reinstated in the same position held at the time the leave commenced, subject to the provisions of unit member-initiated and District-initiated transfers in this Agreement.

4. Personal Unpaid Leave of Absence

The District may grant an employee an unpaid leave of absence for personal reasons not enumerated in any other leave section. This leave shall be of a specific time duration agreed upon in advance by the employee concerned and the District.

5. Study Leave

The District may grant an employee an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year. An employee shall apply to the District for such leave no later than sixty (60) days prior to the anticipated date on which the leave is to commence.

NOTES

Article VII: SAFETY CONDITIONS

A. SAFE PRACTICES TO BE USED

The District and its employees shall implement and use practices and processes that are recommended by Federal, State, and local public safety agencies, as well as District insurance carrier(s), for the adequate protection and safety of employees and students.

B. STUDENT DISCIPLINE POLICY

A written description of the rights and duties of all administrators and employees with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall be presented to each employee in writing on the first day of each school year (Reference: Student and/or Teacher's Handbook).

C. NO ADVERSE ACTION AGAINST AN EMPLOYEE

The District shall not take any adverse action against an employee, other than that which is in compliance with the California Education Code and Title V of the California Administrative code, including the use of force in the performance of his or her duties.

D. COMPREHENSIVE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE

The District shall provide combined comprehensive bodily injury and property damage liability insurance for each employee.

E. SCOPE OF EMPLOYMENT TO INCLUDE VOLUNTARY ACTIVITIES

The scope of the employee's employment shall include any voluntary school activities approved by the site administrator and/or the Board of Trustees.

F. WORKING UNDER UNSAFE CONDITIONS NOT REQUIRED

Employees shall not be required to work under unsafe conditions nor to perform tasks that endanger their health, safety, or well-being as determined by any of the agencies listed in Section "A" of this Article, except as may be required by the Education Code and other State law.

G. FURNISHING EMPLOYEES WITH INFORMATION ON HAZARDOUS MATERIALS

In purchasing hazardous materials, the District will request a Material Safety Data Sheet, or its successor by law; and when it is received, the District will provide the employee who requested the material with the information on the use of the hazardous materials that were received, in accordance with law.

NOTES

Article VIII: SALARIES

A. CERTIFICATED SALARY SCHEDULE/GENERAL/SPECIAL EDUCATION PROGRAMS

Add 2% to unit member compensation based on restoration of instructional days (see Article V).
Increase the certificated salary schedule (all cells and stipends not including Adult Ed/ ROP) by 1% retroactive to July 1, 2013.

Increase the certificated salary schedule by 2.5% effective July 1, 2014 and an additional 2.5% effective January 1, 2015 for salary (all cells and stipends including Adult Ed/ ROP) and /or benefits to be determined by ESTA.

Effective July 1, 2014, add 1.26% to unit member compensation (not including Adult Ed/ ROP) based on Professional Learning Community (PLC) Time as described in Article V.B.7.

The current certificated salary schedule effective July 1, 2014 is set forth on page 50 of this Article. The regulations governing the schedule are as follows:

1. Classification

- Class 1 – BA/BS
- Class 2 – BA/BS + 30 Semester Units
- Class 3 – BA/BS + 45 Semester Units or MA/MS
- Class 4 – BA/BS + 65
- Class 5 – BA/BS + 80 + MA/MS

a. Master's Degree Stipend

The Master's Degree Stipend is that set forth on page 50 and shall be granted for each Master's Degree held.

b. Doctoral Degree Stipend

The Doctoral Degree Stipend is that set forth on page 50 and shall be awarded for each Doctoral Degree held.

c. 8.1 (*Vocational*) Credential Stipend

Employees who are serving in an assignment requiring an 8.1 (*Vocational*) Credential shall receive an annual stipend equal to the stipend for the master's degree. Individuals assigned to less than a full day in such assignments shall receive twenty percent (20%) of the master's degree stipend for each period of assignment requiring the credential.

d. Counselor Stipend

Counselors shall be paid an additional stipend for each counseling period at an amount set forth on page 54.

2. Credit for Initial Placement

a. Credit for Experience

1.) Limitations on Credit for Experience

A maximum of ten (10) years of experience (including credit for military experience) is allowed for placement of new employees on the salary schedule. Credit shall only be allowed for certificated public school experience, experience at the college level, or experience in accredited private schools. Service for one-half (1/2) of the academic year or more shall count as one (1) year of service. Service on active duty with the Armed Forces of the United States (Air Force, Army, Coast Guard, Marines, National Guard or Navy) shall be granted on the basis of one (1) year of salary schedule credit for each two (2) years of service in the Armed Forces on active duty. No more than two (2) years of credit for four (4) years of Armed Forces credit on the salary schedule may be given. EXAMPLE: A minimum of one (1) year and one (1) day to a maximum of three (3) years of active duty equals one (1) year of credit on the salary schedule; a minimum of three (3) years and one (1) day of active duty equals two (2) years of credit on the salary schedule.

This amendment shall have no retroactive application. This means that effective July 1, 2007, all unit members initially employed on or after July 1, 2004 shall have their 2007-2008 salary schedule placement changed to reflect this amendment. The District shall not be obligated to provide retroactive salary schedule placement credit or payment for those unit members who were initially employed on or after July 1, 2004.

2.) Verification of Credit for Experience

Written verification for all credit is required.

b. Credit for Education

1.) Credit for Undergraduate and Graduate Courses

For initial placement, all courses taken at an accredited institution after completion of the bachelor's degree and all pre-bachelor's degree courses that were subsequently granted post-bachelor credit by the institution shall apply toward advancement on the salary schedule.

2.) Official Transcripts and Grade Cards Required

Official transcripts or official grade cards are required for all initial placement; and any tentative placement made subject to the receipt of the official transcript shall be modified, if necessary, upon the receipt of the official transcripts. Official transcripts or grade cards must be hand delivered by the employee to the Human Resource office within 60 days of signing a tentative offer of employment for initial placement. The Human Resources office will provide reminder notification to the employee during the 60 day period. Employees will use the reclassification process for salary schedule advancement 61 days after signing a tentative offer of employment.

3.) Salary Schedule Step Advancement

Employees who complete at least one (1) full semester in a temporary, probationary, or permanent position shall be credited with one (1) year of experience for salary schedule step advancement.

3. Reclassification after Initial Placement

a. Units acceptable for Salary Reclassification

After initial placement, all courses and degrees used for advancement on the salary schedule must have been earned in colleges or universities accredited by the appropriate regional accrediting association, except for in-service courses officially approved by the District as qualifying for advancement.

b. Requirement for Reclassification

1.) Type of Units Earned for Advancement

All courses taken for purposes of reclassification shall be upper-division or graduate level courses, except that a maximum of six (6) semester units may be lower-division units in each class on the schedule, of which three (3) semester units must be in the field of assignment. All lower-division courses must be approved by the District in advance, unless such advance approval is waived by the District. Any request denied by the District may be appealed by the employee to the Professional Evaluation Committee. Any course in the field of assignment may be repeated for credit if taken ten (10) or more years previously.

2.) Lower-Division Spanish Courses

In addition to the foregoing, a maximum of eight (8) semester units in lower-division Spanish language may be used on a one-time-only basis for purposes of salary reclassification

c. Advanced Degree Programs/Teaching Major or Minor

All courses taken after the date of the bachelor's degree that are part of a program leading to an advanced degree in an accredited institution of higher learning or that are for improved preparation in the teaching field (major or minor) or teaching field of assignment shall be valid for application toward reclassification, if taken in an accredited college or university.

d. Restrictions on General Education Courses

Not more than six (6) semester hours of education courses of a general nature may be used in advancing from one salary classification to another on the salary schedule unless used for an advanced degree or credential. General education courses are those courses that deal with a multiplicity of topics and areas as opposed to specific education courses that cover a minimal number of related topics in depth. Courses that do not clearly conform to one of the aforementioned categories may be referred to the Professional Evaluation Committee for recommendation.

e. Credit for In-service Classes

Credits may also be granted for advancement on the salary schedule for participation in organized District-approved in-service classes when the time allotments and course requirements are the equivalent of similar classes offered by colleges or universities. All limitations above shall prevail, and in-service units shall not be used to exceed the six (6) semester-hour limitation for general education courses above.

f. Limitations on Units During the School Year

Employees are limited to fourteen (14) semester credits for salary reclassification purposes during any one (1) school year. The school year is defined as the time between the starting and closing dates of duty for employees covered by this Agreement. Credits earned before the start of any semester shall count toward reclassification for that semester, and reclassification shall occur in the first month of the semester if earned before the first day of the semester.

g. Duty to Notify District of Intended Reclassification

Employees who intend to reclassify during the following school year shall notify the District in writing to that effect by May 1 of the year preceding the intended reclassification (see Appendix E), unless waived by the District due to extenuating circumstances.

h. Advancement to Masters or Doctorate Degree

Advancement to the masters or doctoral degree (EdD. or Ph.D.) shall occur in the monthly pay period immediately following the date of conferral of the degree. "Conferral" means the presentation to the employee of evidence that the degree was granted, whether or not the employee actually attended a graduation ceremony to receive a diploma. Employees covered by this Agreement must furnish evidence of the conferral of the degree from the institution concerned; and when such evidence is provided in official form, the District shall pay the employee the additional stipend from that date forward.

i. Proof of Credit Earned

Acceptable proof of semester hours earned for purposes of salary reclassification shall be either an official transcript from a college or university or an official grade card from the same.

j. Reclassification Procedures

Employees who wish to reclassify shall comply with the notice provisions above and shall then notify the District on the form provided of the completion of the appropriate units needed to reclassify. The Human Resources Department shall determine the appropriateness of the units claimed for salary reclassification purposes, subject to the procedures outlined below for the Profession Evaluation Committee. If an employee is denied reclassification by the Human Resources Department, he/she may appeal to the Professional Evaluation Committee as provided below. The District may also submit doubtful cases to the Professional Evaluation Committee for advice.

4. Professional Evaluation Committee

a. Purpose of Professional Evaluation Committee

The Professional Evaluation Committee shall serve as an appeals board for reviewing credits claimed for reclassification purposes by an employee that were denied by the District, as an advisory board to the Human Resources Director-Staff Development, Employee/Employer Relations on cases when submitted to the Committee by him/her, and as a board of review for proposed sabbatical leaves.

b. Composition of the Committee

The Professional Evaluation Committee shall consist of one (1) representative elected by a majority of the faculty of each school in the District and shall select its own chairperson at its first meeting of the school year. Either the chairperson or the District may call meetings of the committee.

c. Review of Disputed Credits

Disputed credits as above shall be reviewed by the Committee, which shall take into consideration comments by the employee concerned and comments and concerns of the District. Its recommendation shall be binding unless the District appeals to the Board of Trustees, in which case the determination of the Board of Trustees shall be final.

d. Recommendation on Sabbatical Leaves

The Committee may make recommendations to the Superintendent on the granting of sabbatical leaves. The Human Resources Director shall be a member of the committee but without a vote.

5. Miscellaneous Provisions

a. One Semester Service for One-Half Annual Salary

Employees who serve for one (1) full school semester on a contract basis shall receive not less than one-half (1/2) the annual salary for such service.

b. Payment of Salaries

Salaries will be paid monthly beginning in August. Payment shall be made on the employee's last working day of each month, subject to the County Office of Education's agreement to issue pay warrants on the employees' last working day.

c. "Contract Daily Rate of Pay" means the employee's annual salary divided by the number of working days in the current year.

d. "Contract Hourly Rate of Pay" means the daily rate of pay divided by six (6).

e. "Extra-Service Certificated Hourly Rate of Pay" is the clock hour rate for home teachers, summer school teachers, driver's training teachers, and miscellaneous certificated hourly assignments at the rate shown on page 54 of this Agreement under "Miscellaneous Certificated Salaries."

f. Service as a Period Substitute

An employee may, at his/her discretion, serve as a period substitute when so requested by the District. When requested, an employee shall be reimbursed at the "Extra-Service Certificated Hourly Rate of Pay." Employees shall have the option, however, of taking "Compensation Time" off in lieu of payment. Six (6) periods of substitution equals one (1) day. The scheduling of the time off is to be approved by the principal.

g. Additional Month for Agriculture Teachers

Agriculture teachers shall be granted an 11-month contract each year for the purposes of taking care of animals, attending the county fair, and other related duties assigned by the District.

h. Additional Days for Designated Employees-Activities Directors, Athletic Directors, and Librarians

The District shall budget additional contractual work days paid at the employee's daily rate for the following job classifications:

- | | |
|--------------------------|----------------|
| 1.) Activities Directors | -four (4) days |
| 2.) Athletic Directors | -five (5) days |
| 3.) Librarians | -five (5) days |

There will be a total of five (5) additional days of service per school year for the above job classifications to be assigned at the discretion of the high school principals with District approval. Service shall be rendered either during the period immediately preceding or following the regular contract service year.

i. Additional Days for Counselors

High Schools shall be allocated additional days for counselors at a rate of ten (10) days each per head counselor and six (6) days each per regular counselor. The total numerical allocation for a given school, however, may be distributed among the counselors at that school at the discretion of

the principal, with District approval, and after consultation with counseling staff. Service shall be rendered either during the period immediately preceding or following the regular contract service year.

j. Travel Reimbursement

Employees who are requested by the District to provide their own transportation in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for mileage at the current rate per mile established by the District for transportation subsequent to arrival at the first location at the beginning of their work day. However, if the distance from the employee's home to his/her first location, or from the employee's last location to his/her home, is greater than the distance between the employee's home and his/her base school, he/she shall be reimbursed for the difference at the rate stated above. Employees who use their personal cars for field trips or other business approved by the District shall be reimbursed for mileage at the current rate per mile.

k. Compensation for Employee Serving More than One Location

Employees who serve more than one (1) location in one (1) day shall be paid for two (2) additional conference periods at the Extra-Service Certificated Hourly Rate of Pay (page 54) each week school is in session.

l. Year-Round School

- 1.) The parties agree that any teacher who teaches in excess of the regular number of contract days (184) due to assignment in a year-round school shall be paid at his/her per diem rate of pay for the excess days.
- 2.) The parties agree that all teachers substituting during their intercession shall do so at the established substitute rate of pay.
- 3.) The parties agree that teachers on a year-round schedule shall receive twelve (12) equal pay warrants.

m. Compensation for the Department Chairpersons

Department Chairpersons shall be compensated in accordance with the "Miscellaneous Certificated Salaries" Schedule on page 54; and whenever the Certificated Salary Schedule is increased, this schedule shall be increased.

n. Compensation for SIT Team Members

Members of the Student Intervention Team (SIT) shall be compensated at the Extra-Service Certificated Hourly Rate of Pay when required to meet after the conclusion of the regular school day. The principal, with the approval of the District, shall determine the number of team members who are subject to such compensation and the amount of hours to be allocated to each school for such purpose. Effective 7-1-03

ESTA CONTRACT-Article VIII: Salaries

ESCONDIDO UNION HIGH SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE 2014-2015

JULY-DECEMBER

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	43,454	43,582	45,441	47,891	50,341
2	43,582	45,065	47,516	49,967	52,417
3	44,689	47,142	49,591	52,044	54,494
4	46,767	49,216	51,667	54,118	56,569
5	48,844	51,293	53,746	56,194	58,646
6	50,918	53,369	55,820	58,271	60,720
7	52,995	55,446	57,896	60,348	62,799
8	55,072	57,520	59,972	62,422	64,874
9	57,147	59,600	62,047	64,497	66,949
10	57,147	61,674	64,123	66,573	69,026
11	59,221	61,674	66,200	68,650	71,101
12	59,221	63,748	66,200	70,727	73,177
13	61,298	63,748	68,276	70,727	75,254
14	61,298	65,824	68,276	72,803	75,254
15	63,377	65,824	70,350	72,803	77,328
16	63,377	67,902	70,350	74,878	77,328
17	63,377	67,902	72,428	74,878	79,637
18	63,377	69,979	72,428	76,956	79,637
19	63,377	69,979	74,504	76,956	81,943
20	63,377	69,979	74,504	79,030	81,943
21	63,377	69,979	76,581	79,030	84,247
22	63,377	69,979	76,581	81,107	84,247
23	63,377	69,979	76,581	81,107	86,556
24	63,377	69,979	76,581	83,183	86,556
25	63,377	69,979	76,581	83,183	88,862
26	63,377	69,979	76,581	85,261	88,862
27	63,377	69,979	76,581	85,261	91,169
28	63,377	69,979	76,581	85,261	91,169
29	63,377	69,979	76,581	85,261	91,169
30	63,377	69,979	76,581	85,261	91,169
31	63,377	69,979	76,581	85,261	91,169
32	63,377	69,979	76,581	85,261	91,169
33	63,377	69,979	76,581	85,261	91,169
34	63,377	69,979	76,581	85,261	91,169
35	63,377	69,979	76,581	85,261	91,169
36	63,377	69,979	76,581	85,261	91,169
37	63,377	69,979	76,581	85,261	91,169
38	63,377	69,979	76,581	85,261	91,169
39	63,377	69,979	76,581	85,261	91,169
40	63,377	69,979	76,581	85,261	91,169

CLASS 1 - BA
 CLASS 2 - BA + 30
 CLASS 3 - BA + 45 OR MA
 CLASS 4 - BA/MA + 65
 CLASS 5 - MA +80

Masters Stipend
 \$1039
 Doctorate (PhD/EdD) Stipend
 \$2,079

ESTA CONTRACT-Article VIII: Salaries

ESCONDIDO UNION HIGH SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE 2014-2015

JANUARY - JUNE

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	44,193	44,323	46,213	48,705	51,197
2	44,323	45,831	48,324	50,816	53,308
3	45,449	47,943	50,434	52,929	55,420
4	47,562	50,053	52,545	55,038	57,531
5	49,674	52,165	54,660	57,149	59,643
6	51,784	54,276	56,769	59,262	61,752
7	53,896	56,389	58,880	61,374	63,867
8	56,008	58,498	60,992	63,483	65,997
9	58,118	60,613	63,102	65,593	68,087
10	58,118	62,722	65,213	67,705	70,199
11	60,228	62,722	67,325	69,817	72,310
12	60,228	64,832	67,325	71,929	74,421
13	62,340	64,832	69,437	71,929	76,533
14	62,340	66,943	69,437	74,041	76,533
15	64,454	66,943	71,546	74,041	78,643
16	64,454	69,056	71,546	76,151	78,643
17	64,454	69,056	73,659	76,151	80,991
18	64,454	71,169	73,659	78,264	80,991
19	64,454	71,169	75,771	78,264	83,336
20	64,454	71,169	75,771	80,374	83,336
21	64,454	71,169	77,883	80,374	85,679
22	64,454	71,169	77,883	82,486	85,679
23	64,454	71,169	77,883	82,486	88,027
24	64,454	71,169	77,883	84,597	88,027
25	64,454	71,169	77,883	84,597	90,373
26	64,454	71,169	77,883	86,710	90,373
27	64,454	71,169	77,883	86,710	92,719
28	64,454	71,169	77,883	86,710	92,719
29	64,454	71,169	77,883	86,710	92,719
30	64,454	71,169	77,883	86,710	92,719
31	64,454	71,169	77,883	86,710	92,719
32	64,454	71,169	77,883	86,710	92,719
33	64,454	71,169	77,883	86,710	92,719
34	64,454	71,169	77,883	86,710	92,719
35	64,454	71,169	77,883	86,710	92,719
36	64,454	71,169	77,883	86,710	92,719
37	64,454	71,169	77,883	86,710	92,719
38	64,454	71,169	77,883	86,710	92,719
39	64,454	71,169	77,883	86,710	92,719
40	64,454	71,169	77,883	86,710	92,719

CLASS 1 - BA	Masters Stipend
CLASS 2 - BA + 30	\$1057
CLASS 3 - BA + 45 OR MA	Doctorate (PhD/EdD) Stipend
CLASS 4 - BA/MA + 65	\$2,114
CLASS 5 - MA +80	

6. Co-Curricular Assignment

a. Payment for Co-Curricular Assignment

Co-Curricular Assignments shall be paid in accordance with the schedule set forth on page 59.

b. Manner of Payment

Co-Curricular assignments shall be paid either monthly or in one lump sum on July 31 succeeding the year of the assignment, for assignments that continue all year. Assignments that occur at one period of the year shall be paid at the end of the assignment or in one lump sum on July 31 following the year of the assignment. Each employee serving in such an assignment shall annually designate whether he/she desires payment monthly for year-long assignments, at the end of the assignment (for year-long assignments), at the end of the assignment (for periodic assignments), or on July 31. Once a decision is made by the employee, it cannot be changed until the next school year.

c. Classification on the Co-Curricular Assignment Schedule

1.) Class "A" Positions:

ASB Director
Athletic Director
Football Coach, Head Varsity

2.) Class "B" Positions:

Academic League, Varsity
Assistant Athletic Director
Band Director
Baseball Coach, Varsity
Basketball Coach, Girls Varsity
Basketball Coach, Boys Varsity
Cheerleader Advisor
DECA Advisor
Drama Advisor
FFA Advisor
Softball Coach, Head Varsity
Track Coach
Wrestling Coach, Varsity

3.) Class "C" Positions"

Cross-Country Coach, Head Varsity
FFA Advisor, Assistant
Field Hockey Coach, Girls Head Varsity
Football Coach, Assistant Varsity
Football Coach, Head Junior Varsity
Gymnastics Coach, Head Varsity
Lacrosse Coach, Boys Head Varsity
Lacrosse Coach, Girls Head Varsity
Soccer Coach, Boys Varsity
Soccer Coach, Girls Varsity
Swimming Coach, Boys Head Varsity
Swimming Coach, Girls Head Varsity
Tennis Coach, Boys Head Varsity

Tennis Coach, Girls Head Varsity
Volleyball Coach, Boys Head Varsity
Volleyball Coach, Girls Head Varsity
Waterpolo Coach, Boys Head Varsity
Waterpolo Coach, Girls Head Varsity
Yearbook Advisor

4.) Class "D" Positions:

Academic League Coach, Junior Varsity
Baseball Coach, Assistant Varsity
Baseball Coach, Head Junior Varsity
Basketball Coach, Boys Assistant Varsity
Basketball Coach, Girls Assistant Varsity
Basketball Coach, Boys Head Junior Varsity
Basketball Coach, Girls Head Junior Varsity
Choral Director
Football Coach, Assistant Junior Varsity
Football Coach, Head Freshman
Journalism Advisor
Softball Coach, Junior Varsity
Softball Coach, Assistant
Track Coach, Assistants (4)
Wrestling Coach, Head Junior Varsity

5.) Class "E" Positions:

Academic Decathlon Coach
Academic League Coach, Freshman
Baseball Coach, Head Freshman
Basketball Coach, Boys Freshman
Basketball Coach, Girls Freshman
Cross Country Coach, Assistant
Dance Team Advisor
Drama Advisor, Assistant
Field Hockey Coach, Head Junior Varsity
Football Coach, Assistants Freshman (2)
Golf Coach, Varsity
Gymnastics Coach, Junior Varsity
Lacrosse Coach, Boys Junior Varsity
Lacrosse Coach, Girls Junior Varsity
Soccer Coach, Boys Junior Varsity
Soccer Coach, Girls Junior Varsity
Softball Coach, Freshman
Speech Team Coach
Swimming Coach, Boys Junior Varsity
Swimming Coach, Girls Junior Varsity
Tennis Coach, Boys Junior Varsity
Tennis Coach, Girls Junior Varsity
Volleyball Coach, Boys Junior Varsity
Volleyball Coach, Girls Junior Varsity
Waterpolo Coach, Boys Junior Varsity
Waterpolo Coach, Girls Junior Varsity

6.) Class “F” Positions:

- Athletic Trainer
- Flag Corps Director
- Intramurals Director
- Lacrosse Coach, Boys Freshman
- Lacrosse Coach, Girls Freshman
- Soccer coach, Boys Freshman
- Soccer Coach, Girls Freshman
- VICA Advisor
- Volleyball Coach, Boys Freshman
- Volleyball Coach, Girls Freshman
- Wrestling Coach, Freshman

d. “Athletic Coaching Assignments” shall be those that are school-sponsored interscholastic athletic team events conducted under the supervision of the San Diego Section of the California Interscholastic Federation (CIF). The District shall notify, in writing, all employees serving in such assignments; no assignment, however, shall be paid unless the employee serving in the assignment is notified, in writing, by the District that he/she is the person officially assigned to the position.

e. Credit for Experience

Equal credit shall be given for Class A, B, C, D, E, or F experience at the high school or college level (grades 9 through 16). A maximum of five (5) years of experience shall be granted for service outside the District.

f. Extended Season Pay

- 1.) The coach shall be paid ten percent (10%) of the seasonal co-curricular pay per week for teams when the entire team qualifies for an extended season.
- 2.) The coach shall be paid five percent (5%) of the seasonal co-curricular pay per week for individual groups when less than a full team qualified for playoffs. The Head Track Coach plus the event coach would get the five percent (5%) as long as a student is still participating.
- 3.) In activities when all groups are invited to playoffs, remuneration begins with the 2nd round

Co-Curricular Salary Schedule 2014/15 (July-December)

Step	Class A	Class B	Class C	Class D	Class E	Class F
	7.74%	7.12%	6.51%	5.89%	5.28%	4.65%
1 (1-3 yrs.)	\$3,707	\$3,410	\$3,118	\$2,821	\$2,529	\$2,227
2 (4-6 yrs.)	\$3,862	\$3,565	\$3,273	\$2,976	\$2,684	\$2,382
3 (7-9 yrs.)	\$4,017	\$3,720	\$3,428	\$3,131	\$2,839	\$2,537
4 (10-12 yrs.)	\$4,172	\$3,875	\$3,583	\$3,286	\$2,994	\$2,692
5 (13-15 yrs.)	\$4,327	\$4,030	\$3,738	\$3,441	\$3,149	\$2,847
6 (16-20 yrs.)	\$4,482	\$4,185	\$3,893	\$3,596	\$3,304	\$3,002
7 (21-25 yrs.)	\$4,637	\$4,340	\$4,048	\$3,751	\$3,459	\$3,157
8 (26+ yrs.)	\$4,792	\$4,495	\$4,203	\$3,906	\$3,614	\$3,312

Note: The percentage listed at the top of each column represents the percent of Step 1, Column 4 of the Certificated Salary Schedule. Hourly is amount divided by 250.

Co-Curricular Salary Schedule 2014/15 (January-June)

Step	Class A	Class B	Class C	Class D	Class E	Class F
	7.74%	7.12%	6.51%	5.89%	5.28%	4.65%
1 (1-3 yrs.)	\$3,770	\$3,468	\$3,171	\$2,869	\$2,572	\$2,265
2 (4-6 yrs.)	\$3,925	\$3,623	\$3,326	\$3,024	\$2,727	\$2,420
3 (7-9 yrs.)	\$4,080	\$3,778	\$3,481	\$3,179	\$2,882	\$2,575
4 (10-12 yrs.)	\$4,235	\$3,933	\$3,636	\$3,334	\$3,037	\$2,730
5 (13-15 yrs.)	\$4,390	\$4,088	\$3,791	\$3,489	\$3,192	\$2,885
6 (16-20 yrs.)	\$4,545	\$4,243	\$3,946	\$3,644	\$3,347	\$3,040
7 (21-25 yrs.)	\$4,700	\$4,398	\$4,101	\$3,799	\$3,502	\$3,195
8 (26+ yrs.)	\$4,855	\$4,553	\$4,256	\$3,954	\$3,657	\$3,350

Note: The percentage listed at the top of each column represents the percent of Step 1, Column 4 of the Certificated Salary Schedule. Hourly is amount divided by 250.

Miscellaneous Certificated Salaries

1. Extra-Service Certificated Hourly Rate: \$31.37 per clock hour for home teachers, driver’s training teachers, and miscellaneous certificated hourly assignments.

2. Department Chairperson Compensation:

\$443	(1-5 Sections)
\$887	(6-20 Sections)
\$1,182	(21-35 sections)
\$1,478	(36-50 Sections)
\$1,774	(51-70 Sections)
\$2,070	(71 sections and over)

3. Counselor’s Stipend: Individuals in an assignment requiring a Pupil Personnel Credential (*Counselors*) shall receive an additional stipend of \$827 per period assigned (*six-period maximum*).

4. Summer school: Instructional staff will be paid at the rate of \$31.37 per clock hour. Effective July 1, 2013 the instructional staff will be paid at the rate of \$31.37 per clock hour.

B. ROP & ADULT EDUCATION PROGRAMS

1. Salary Schedule Classification and Credit for Experience

a. Classification

Class A – Adult Education Teaching Credential or Designated Subject’s Vocational Credential or appropriate experience.

Class B – Appropriate credential plus B.A./B.S. Degree and 14 semester units.

Class C – Appropriate credential plus B.A./B.S. Degree and 28 semester units.

Class D – Appropriate credential plus B.A./B.S. Degree and 42 Semester Units.

Class E – Appropriate credential plus B.A./B.S. Degree and 56 semester units.

b. Credit for Experience

Teaching hours shall be accumulated at the beginning of each fiscal year for each teacher, and a step increase will be granted following the completion of the required number of hours of experience. Step definitions shall be reflected on the appropriate salary schedule.

c. Master and Doctoral Stipends

There will be no stipends for Master and Doctoral degrees.

2. Credit for Initial Placement and Subsequent Reclassification

a. Official Transcripts and Grade Cards Required

Official transcripts or official grade cards are required for all initial placement; and any tentative placement made subject to the receipt of the official transcript shall be modified, if necessary, upon receipt of the official transcripts.

b. Initial Placement

For initial placement, all courses taken at an accredited institution after completion of the bachelor's degree and all pre-bachelor's degree courses that were subsequently granted post-bachelor credit by the institution shall apply toward advancement on the salary schedule.

c. Reclassification

1.) Units Earned for Salary Advancement

After initial placement, all courses and degrees used for advancement on the salary schedule must have been earned in colleges or universities accredited by the appropriate regional accrediting association except for in-service courses or experience credit (as set forth in Section d below) officially approved by the District as qualifying for advancement.

2.) Requirements for Reclassification

All courses taken for purposes of reclassification shall be upper-division or graduate level courses, except that a maximum of six (6) semester units may be lower-division units in each class on the schedule, of which three (3) semester units must be in the field of assignment. All lower-division courses must be approved by the District in advance, unless such advance approval is waived by the District. An employee may appeal the District's determination to the District Professional Evaluation Committee. In addition to the foregoing, a maximum of eight (8) semester units in lower-division Spanish language may be used on a onetime only basis for purposes of salary reclassification.

3.) Advance Degree Programs/Teaching Major or Minor

All courses taken after the date of the bachelor's degree that are a part of a program leading to an advance degree in an accredited institution of higher learning or that are for improved preparation in the teaching field (major or minor) or teaching field assignment shall be valid for application toward reclassification, if taken in an accredited college or university.

4.) Restrictions on General Education Courses

Not more than six (6) semester hours of education courses of a general nature may be used in advancing from one salary classification to another on the salary schedule unless used for an

advance degree or credential. General education courses are those courses that deal with a multiplicity of topics and areas as opposed to specific education courses that cover a minimal number of relate topics in depth.

5.) Limitations on Units During the School Year

Employees are limited to fifteen (15) semester credits for salary reclassification purposes during any one (1) school year. (*The school year is defined as the time between the starting and closing dates of duty for employees covered by this Agreement.*) Credits earned before the start of any semester shall count toward reclassification for that semester, and reclassification shall occur in September and in February if earned before the first day of the semester.

6.) Duty to Notify District of Intended Reclassification

Employees who intend to reclassify during the following school year shall notify the District in writing to that effect by May of the year preceding the intended reclassification, unless waived by the District due to extenuating circumstances.

7.) Proof of Credit Earned

Acceptable proof of semester hours earned for purposes of salary reclassification shall be either an official transcript from a college or university or an official grade card from the same.

d. Occupational Credit Experience

1.) The District may grant occupational experienced credit in lieu of college preparation for initial placement and/or reclassification

2.) An employee may appeal the District's denial of occupational experience to the District Professional Evaluation Committee.

e. Probation and Tenure

1.) Adult Education Teachers who teach on an hourly basis may qualify for tenure under certain conditions. These conditions are governed by law and are summarized in this policy.

2.) Tenure in Adult Education is obtained on the basis of time spent in teaching in Adult Education and cannot be combined with teaching in the regular day program for purposes of tenure.

3.) In order to be eligible for tenure in Adult Education, a teacher must be assigned to teach more than sixty percent (60%) of the hours per week considered to be a full-time assignment for permanent teachers in the regular day school program, and must be employed in Adult Education at least seven-five percent (75%) of the days the Adult School is in session each year, excluding summer school. The accrual of time under this section must be consecutive quarters in Adult School, excluding summers. For purposes of this section, a "full-time assignment" in the regular day school program is considered to be six and one-quarter (6.25) hours per day five (5) days per week. Adult School teaching must, therefore, consist of eighteen and three-quarters (18.75) or more hours per week and one hundred forty-four (144) days or the number of days in the program calendar year in order to earn credit toward tenure.

4.) Tenure earned is for the average number of hours taught weekly during the school year in Adult School.

5.) No teacher may have permanent status in both the regular day school and in the Adult School. A teacher who is already a permanent teacher in the regular day school *and* who qualifies for permanent status in Adult Education may choose to have permanent status in either the regular day school or in Adult Education, but not both.

6.) An Adult School Teacher who is qualifying for tenure under the above conditions shall serve two (2) years as a probationary teacher upon successful completion of which the teacher shall be granted tenure by the Board of Trustees. Probationary and permanent teachers in Adult Education may be dismissed under the same terms and conditions as teachers in the regular day school program.

7.) All teachers in Adult Education other than those qualifying as probationary or permanent teachers are deemed to be temporary teachers.

8.) ROP teachers are not eligible for tenure per Education Code Section 44910.

**Adult Education/ROP Salary Schedule
2014-2015
July - December**

Step	Class 1	Class 2	Class 3	Class 4	Class 5
1	28.24	28.80	29.38	29.97	30.57
2	28.95	29.52	30.11	30.72	31.33
3	29.67	30.26	30.86	31.49	32.11
4	30.41	31.02	31.63	32.28	32.91
5	31.17	31.80	32.42	33.09	33.73
6	31.17	32.60	33.23	33.92	34.57
7	31.95	32.60	34.06	34.77	35.43
8	31.95	33.42	34.06	35.64	36.32
9	32.75	33.42	34.91	35.64	37.23
10	32.75	34.26	34.91	36.53	37.23
11	33.57	34.26	35.78	36.53	38.16
12	33.57	35.12	35.78	37.44	38.16
13	33.57	35.12	36.67	37.44	39.11
14	33.57	35.12	36.67	38.38	39.11
15	33.57	35.12	36.67	38.38	40.09
16	33.57	35.12	36.67	38.38	40.09
17	33.57	35.12	36.67	38.38	40.09
18	33.57	35.12	36.67	38.38	40.09
19	33.57	35.12	36.67	38.38	40.09
20	33.57	35.12	36.67	38.38	40.09

**Adult Education/ROP Salary Schedule
2014-2015
January - June**

Step	Class 1	Class 2	Class 3	Class 4	Class 5
1	28.72	29.29	29.88	30.48	31.09
2	29.44	30.02	30.62	31.24	31.86
3	30.17	30.77	31.38	32.03	32.66
4	30.93	31.55	32.17	32.83	33.47
5	31.70	32.34	32.97	33.65	34.30
6	31.70	33.15	33.79	34.50	35.16
7	32.49	33.15	34.64	35.36	36.03
8	32.49	33.99	34.64	36.25	36.94
9	33.31	33.99	35.50	36.25	37.86
10	33.31	34.84	35.50	37.15	37.86
11	34.14	34.84	36.39	37.15	38.81
12	34.14	35.72	36.39	38.08	38.81
13	34.14	35.72	37.29	38.08	39.77
14	34.14	35.72	37.29	39.03	39.77
15	34.14	35.72	37.29	39.03	40.77
16	34.14	35.72	37.29	39.03	40.77
17	34.14	35.72	37.29	39.03	40.77
18	34.14	35.72	37.29	39.03	40.77
19	34.14	35.72	37.29	39.03	40.77
20	34.14	35.72	37.29	39.03	40.77

NOTES

Article IX: EMPLOYEE BENEFITS

A. BASIC INSURANCE COVERAGE

1. The District will provide all eligible employees the following insurance coverages: medical insurance, dental insurance, vision insurance, and life insurance. The carriers and type of insurance will become a matter of negotiation each year and will be discussed at the bargaining table.
2. ROP and Adult Education employees must work thirty (30) hours or more per week in order to receive the maximum annual District contribution for health and welfare benefits. Employees who work from twenty (20) to twenty-nine (29) hours per week may elect to take District insurance coverage, and the District shall pay seventy-five percent (75%) of the maximum annual District contribution for health and welfare benefits.
3. Beginning January 1, 2014 and thereafter, the maximum annual benefit contribution amount for each full time eligible certificated employee's benefits plan shall be \$13,086. The District's benefit contribution shall be allocated over a three-tiered structure that includes employee only, employee plus one dependent, and employee plus two or more dependents.
4. If an employee's selected plan has an annual cost that exceeds the District's maximum contribution, the employee shall pay tenths payroll deductions to cover the difference between the actual cost of the employee's benefit plan and the District maximum contribution.
5. Where both spouses and/or domestic partners are active benefit eligible employees in the ESTA bargaining unit, one spouse/domestic partner may opt out of health benefits and maintain dependent coverage and survivorship rights. The spouse/domestic partner opting out will be permitted to apply his or her medical premium contribution toward his or her spouse/domestic partner's medical insurance premium, up to the amount of the current active employee medical cap.

B. MISCELLANEOUS PROVISIONS

1. Continuation of Insurance upon Termination

Should an employee be dismissed during the school year or voluntarily terminate his/her employment during the school year, the employee shall be entitled to continued coverage under the insurance plans above for a period as provided by COBRA, provided the employee pays for such coverage on a month-to-month basis in advance and provided said arrangement is acceptable to the insurance carrier or carriers.

2. Continuation of Insurance for Tenured and Probationary Employees

Tenured and probationary employees, who complete a year's service and terminate employment, either voluntarily or involuntarily, shall be covered by the insurance programs above until October 1 of the ensuing school year.

3. Continuation of Insurance for Temporary Employees

Temporary employees or employees who have completed their year's service and who have been notified of continued service by June 15 shall be covered by the insurance programs above if they were covered during the preceding school year until October 1 of the ensuing school year. Temporary employees not notified by June 15 shall be covered until June 30. Temporary employees not notified by June 15 but rehired prior to September 1 shall have coverage resumed as soon as possible.

4. Continuation of Insurance Coverage for Employees on Unpaid Leave

Employees who are granted an unpaid leave of absence for the ensuing school year shall continue to be covered by the insurance programs above if they were covered during the preceding school year until October 1 of the year of leave.

5. Coverage of Half-Time Employees

Employees working one-half (1/2) time or more shall be covered by the insurance programs above.

6. Benefits for ROP and Adult Education Programs

ROP and Adult Education employees who work from twenty (20) to twenty-nine (29) hours per week may elect to take District insurance as set forth in "A" above, and the District shall pay seventy-five percent (75%) of the cost for such coverage, provided that the employee meets the criteria set forth below. Hours worked in the community education program will not be counted towards the qualification of medical benefits.

7. Continuation of Insurance for Dependents of Deceased Employee

The District will continue to pay the premiums on the medical, dental, and vision insurance for the eligible dependents of an employee covered by the insurance under this article for a period of six (6) months after the date of death of the employee; and continued coverage will be provided for this six (6) month period to the extent allowed by the insurance carriers.

8. Medical Insurance for Retired Employees

a.

1.) The District shall continue to make a contribution toward the cost of the medical insurance premium with the District's medical insurance program for any eligible unit member retiree hired before June 30, 1996, who retires at age fifty-five (55) or older, on or before January 1, 2004, or any eligible Adult Ed. or ROP unit member retiree hired before June 30, 1996, who received District paid medical benefits on January 1, 2005. Such retirees will receive a contribution toward medical benefits only, paid for their lifetime.

Eligible unit member retirees, age fifty-five (55) and older, hired by the District after June 30, 1996, shall receive an annual District contribution until age sixty-five (65).

The maximum District contribution will increase to \$7,100 on January 1, 2007, and to \$7,400 on January 1, 2008, and to \$7,700 on January 1, 2009. Increases in the annual District contribution after January 1, 2009, will be a matter subject to negotiations.

2.) Eligible unit member retirees between fifty-five (55) and sixty-five (65) years of age, who retire after January 1, 2004, shall receive an annual District contribution toward the cost of medical benefits until age sixty-five (65). The maximum District contribution will increase to \$7,100 on January 1, 2007, and to \$7,400 on January 1, 2008, and to \$7,700 on Jan. 1, 2009. Increases in the maximum annual District contribution after January 1, 2009, will be a matter subject to negotiations.

3.) District contributions for eligible unit member retirees who are between fifty-five (55) and sixty-five (65) years of age (or age 65 and older if hired before June 30, 1996, and retired on or before January 1, 2004) will be in accordance with the chart below.

Years of Service	Percent of Maximum District Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

4.) Retirees age 55-65 where both spouses and/or domestic partners are benefit eligible retirees from the district; one spouse/domestic partner shall opt out of health benefits and maintain dependent coverage and survivorship rights. The spouse/domestic partner opting out will be permitted to apply his or her medical premium contribution toward his or her spouse/domestic partner's medical insurance premium, up to the amount of the current active employee medical cap.

5.) The retiree medical contribution cap is split into two categories:
 Retired age 55-65 = current cap at \$7,700, and
 Retired age 65+ = current cap at \$7,700.
 On January 1, 2013 the caps shall increase by \$300 to:
 Retired age 55-65 = current cap at \$8,000, and
 Retired age 65+ = current cap at \$8,000.

6.) ESTA shall not possess any past, present or future claims for monies arising from the application of 8.a.1. above. Increase in annual contribution, as negotiated through the collective bargaining process, shall continue to be funded through District contribution.

b. Health Benefits Trust

1.) An ESTA administered retiree health benefits trust will be established to provide health benefit premium contributions for eligible unit member retirees, age sixty-five (65) and older, who retire after January 1, 2004. The trust will not provide health benefit premium contributions for Adult Ed. and ROP unit member retirees. The name of this trust is the Escondido Educators' Retirement Supplementary Benefits Trust (EERSBT or "Trust" within this document). It is the sole responsibility of the Trust to determine the amount of and to make annual contributions toward medical benefit premiums for eligible unit member retirees after District contributions end at age sixty-five (65). Annually, the Trust will determine the maximum monthly contribution that it can make for eligible unit member retirees who are age sixty-five (65) or older and who retire after January 1, 2004. The words "percent of maximum Trust contribution" in the chart below do not refer to the payment of a percent of the total premium cost for each retiree. Instead, these words refer to a percentage of the maximum annual amount the Trust designates as available for the funding of retiree medical benefits premiums.

No later than the fifteenth (15th) day of each month prior to a month of coverage, the Trust shall pay the District the full cost of retiree health benefit premiums for unit member retirees

covered under this section. The premium payment forwarded to the District by the Trust shall include the Trust premium contributions and unit member retiree contributions, if any. Thereafter, the District shall forward the premium payment to the District's health insurance carrier. It shall be the sole responsibility of the Trust to collect any portion of the retiree's benefit premium which is contributed by the individual retiree. The District shall not have any obligation to forward to its insurance carrier the premium for any eligible unit member retiree who is age sixty-five (65) or older unless and until it receives the full premium from the Trust.

2.) The District will make a onetime \$500,000 contribution into the Trust. Also, on July 1, 2004, the District will increase the certificated salary schedule by two and nine-tenths percent (2.9%). Commencing July 1, 2004, ESTA will determine annually a percentage of the ESTA salary schedule, not to exceed two and nine-tenths percent (2.9%), that shall be subject to a mandatory monthly payroll deduction for each unit member compensated under the ESTA salary schedule. The mandatory monthly payroll deductions shall be forwarded to the Trust. Except as expressly provided herein, the District shall have no financial obligation for the funding of contributions toward the payment of retiree health benefit premiums, service fees, or other contribution amounts necessary to provide retiree medical benefits for eligible unit member retirees who are age sixty-five (65) or older.

3.) ESTA shall be responsible for appointing the trustees who administer the Trust and for drafting the governing trust agreement. The District shall be permitted to provide the Trust Board with input and data regarding matters related to the administration of the Trust. In this regard, the District shall be given seven (7) days prior written notice of Trust Board meetings. Such notice shall include an agenda of specific topics to be considered by the Trust Board and appropriate backup materials to enable the District to provide input or data prior to decision making by the Trust Board.

The District shall have the right to approve or disapprove any amendment or modification to the Trust that provides benefits to any group of District employees or District retirees other than ESTA unit member retirees or retirees identified under Article IX.B.8. c. 2. The District will pay the cost of an initial actuarial study to determine the amount of premium contributions that can initially be made by the Trust for eligible unit member retirees who are age sixty-five (65) or older. The actuarial firm and assumptions to be used will be a matter of mutual agreement between the Trustees and the District.

The Trust must comply with all applicable laws. District contributions to the Trust must be allowed by applicable law. The Trust must be submitted as soon as practicable to the Internal Revenue Service for a determination of its tax-exempt status under Section 501(c)(9) of the Internal Revenue Code.

Eligibility for benefits from the Trust will be limited to eligible unit member retirees over age sixty-five (65). Trust assets will not be used to provide benefits for non-District employees or retirees. Benefits promised by the Trust will in all instances be limited to the funds available in the Trust.

4.) Trust contributions for eligible unit member retirees who are age sixty-five (65) or older and who retire on or after January 1, 2004, exclusive of any premium payment required of unit member retirees, will be in accordance with the chart below.

Years of Service	Percent of Maximum Trust Contribution
10	50
11	55
12	60
13	65

14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

c. General

1.) An eligible unit member retiree is a unit member retiree who was employed at least ten (10) successive years with the District immediately prior to retirement. Leaves of absence do not constitute a break in service. Leaves of absence other than paid leaves do not accrue years of service.

2.) If a unit member (who is trust eligible) leaves the bargaining unit but continues to work for the district, his or her trust status is "inactive" until one of the following occurs:

- (1) Termination from district employment for any reason other than retirement– forfeits trust status
- (2) Re-enters bargaining unit and commences making EERSBT contributions and makes contributions for the time he or she was inactive using the formula (amount owed = "current unit salary" times "years inactive" times 2.7% times 70%) to reactivate full trust status.

3.) Retire from the District, at which point he or she can

- a. Make a contribution for his or her inactive period based on the formula in (2) above, resulting in reactivation of trust status, or
- b. Decline to make payment for his or her inactive years, resulting in forfeiture of trust status.

All payments shall be arranged with the trust administrator.

Retirees who desire may purchase dental and vision coverage at the District's rate independent of the District contribution, provided the retiree selects the continuation of dental and vision coverage at the time of retirement.

d. The wording of Article IX, Section B.8, supercedes and eliminates Article IX, Section B.8 in the prior collective bargaining agreement between the parties. These provisions are subject to review and negotiations.

9. Optional Insurance Coverage for Retired Employees

Retired employees (and eligible dependents) may continue to be covered by the dental, vision, and life insurance plans of the District, provided that they pay the District for the cost of the premiums at least monthly in advance.

10. Insurance Committee Meetings

The members of the Insurance Committee shall meet at least once every two (2) months. The District will provide released time for the member of the Insurance Committee to attend these meetings, if necessary. The Insurance Committee will have access to all materials provided to the District by VEBA/Administrator.

Because there is mutual interest in continuing a close relationship with the insurance provider, the District will provide support to a unit member selected by the Association to observe and/or participate in the

monitoring and augmenting of such insurance programs. Support would include payment of mileage, substitutes, and meals, when necessary in order that this person can participate fully in the process inherent in administering such a program.

11. Other Deductions from Pay Warrant

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, and other programs, as requested by the Association and/or employees and approved by the District.

12. Insurance Dependents

For purposes of insurance coverage, dependents shall be those individuals who are dependent under the provisions of the IRS and are unmarried, until their twenty-fifth (25th) birthday. Unmarried full-time students shall have coverage continued until the end of the school year in which their twenty-fifth (25th) birthday falls.

C. EARLY RETIREMENT INCENTIVE (“Golden Handshake”)

The District agrees to offer a one-time Early Retirement Incentive Program at the end of the first semester of the 2003-04 school year. Teachers must meet the requirements outlined in the Memorandum of Understanding dated 10/21/03 in order to participate.

Teachers who retire during the 2003-04 school year who do not meet the eligibility requirements of the Memorandum of Understanding cannot participate in the Early Retirement Incentive Program.

It is understood that no other retirement incentive will be offered during the 2003-04, 2004-05, or 2005-06 school years. Following the 2005-06 school year, the District, at its sole discretion, may offer the Golden Handshake pursuant to the requirement of the California Education Code. The District may offer a different early retirement incentive, but only following discussion with ESTA as to the nature of these programs.

D. RETIREMENT INCENTIVES

1. Part-Time Employment with Full Retirement Credit

The District shall provide an opportunity for full-time employees covered by this Agreement to reduce their workload to part-time duties in accordance with Education Code Section 22724 and Government Code Section 20815. Such regulation shall include the following:

- a. The employee must have reached the age of fifty-five (55) prior to reduction in workload.
- b. The employee must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
- c. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee.
- d. The employee shall be paid a salary that is the pro-rated share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive medical insurance benefits in the same manner as a full-time employee.

e. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.

f. An employee employed on a part-time basis shall receive the same credit as if employed on a full-time basis and have the retirement allowance based upon the salary that would have been received on a full-time basis. The employee and the District shall contribute to the State Teachers' Retirement Fund (STRS) the amount that would have been contributed if the employee were employed on a full-time basis.

g. This program is applicable to employees on such part-time basis who are no older than sixty-five (65) years.

NOTES

Article X: TRANSFER AND REASSIGNMENT

A. GENERAL AND SPECIAL EDUCATION PROGRAMS

1. Definitions

- a. "Transfer" is a change of an employee from one school or work location to another.
- b. "Position" is the job title of an employee covered by this Agreement other than a classroom teacher (*counselor, librarian, nurse, school psychologist*).
- c. "Assignment" is the set of classes within one (1) or more departments being taught by an employee during the current semester or the current position held by an employee during the current semester.
- d. "Reassignment" is a change in assignment.
- e. "Transfer or Reassignment" is a transfer initiated by the employee.
- f. "Involuntary Transfer or Reassignment" is a transfer initiated by the District.
- g. "Vacancy" is any job opening within the District created by a transfer or reassignment (*except for the balancing of classes during the first three (3) weeks of each semester*), resignation, termination, leave, retirement, death, or creation of a new assignment.

2. Transfers

a. Notice of Vacancies

Notice of vacancies shall be given by: 1) posting on the usual and customary bulletin boards at the District Office and at the schools for a period of five (5) days after the publication of the vacancy announcement (*during the school year when employees are on duty*); 2) mailing a notice to those who have a current "transfer request" on file in the District Office; 3) announcing the vacancy in the Faculty Bulletin at each school; and 4) mailing a notice to the Association.

b. Requesting a Voluntary Transfer

An employee wishing to transfer to another school or work location may annually, on or before March 1, file a "transfer request" form with the Human Resources Department (*see Appendix C*). Whenever a vacancy occurs for which the employee has requested consideration on this form in advance, the employee shall be notified by mail, as above, of the vacancy. The employee has the responsibility of notifying the Human Resources Department in writing or by telephone before the close of the deadline for application that he/she wishes to be considered for this vacancy. If an employee plans to be out of town during the summer months, he/she may notify the District in writing of an address or telephone number where he/she can be reached in the event of the need to notify him/her of a vacancy.

1.) Application

Any employee may apply for any announced vacancy, whether or not a "transfer request" is on file, by notifying the Human Resources Department in writing or by telephone that he/she

wishes to be considered for the announced vacancy. Such notification must be made before the close of the deadline for application.

2.) All Interested Employees To Be Interviewed.

All employees who have indicated an interest in being considered for the vacancy before the deadline in the published notice, as above, shall be referred to the principal for an interview if the employee possesses the proper credentials authorizing service in the assignment. Consideration for the assignment shall be given to probationary and permanent employees alike, before applicants who are not currently employees of the District.

3.) Role of Seniority in Selection

The District shall consider the seniority of the applicants in making its determination, as well as affirmative action guidelines adopted by the District, student/staff ratio, and specific program needs. In the event that two (2) or more candidates are equally qualified, the candidate with the greatest seniority shall be granted the transfer.

4.) Notification of Selection to Employee(s)

All applicants shall be notified in writing by the Human Resources Department of the disposition of the application. Applications for transfer are without prejudice to the employee and shall not jeopardize existing assignments.

c. Involuntary Transfers

1.) Reasons for Involuntary Transfer

The District may involuntarily transfer an employee to balance the student/staff ratio of the school, to accommodate specific program needs requiring specific qualifications and credentials, and/or other school-related needs. If there are qualified voluntary candidates as per the provisions above, the District shall fill the assignment through the voluntary transfer procedure. The District shall also consider the teaching majors and minors of the individuals involved, credentials held as prescribed by law, and seniority. As long as the other needs above are considered, the least senior employee at the site shall be transferred first. No employee shall be involuntarily transferred more than once in any school year due to enrollment changes.

2.) Notice of Involuntary Transfer

Notice of involuntary transfer shall be given no later than June 1, except as provided below. The notice shall be in writing and shall include the reason for the transfer.

3.) Preference for Return to Previous Location

Employees who have been involuntarily transferred due to staff or facility reduction shall have preference in returning to the school or work location from which they were transferred.

4.) Involuntary Transfer after June 1

In the event that an involuntary transfer becomes necessary after June 1, the District shall give the employee notice as early as possible and, except for unusual circumstances, no later than one (1) week before the opening of school. In the event that an employee is involuntarily transferred during the week prior to, or after the start of school, he/she shall be given two (2) non-teaching days in order to prepare for the new assignment. The District shall be responsible for the transfer of the employee's teaching materials to the new location.

5.) Transfer for Remediation purposes

Employees who receive a “remediation required” assessment on a final evaluation may be transferred to a different school or location in order to evaluate the employee in a different setting or to provide special assistance available at another location. Normally, however, such transfer would be made after other positive steps to provide assistance to the employee have not corrected the cited deficiency or deficiencies. Notwithstanding this section, such employees may also be transferred for reasons stated in Paragraph (1) above, for non-evaluative purposes.

6.) Association Transfer Review committee

The Association shall appoint six (6) members to an Association Transfer Review Committee. No more than two (2) members shall be appointed from any one school. The committee shall meet in May for the purpose of reviewing staffing needs for the ensuing school year. Also, the committee shall review any involuntary transfers proposed by the District to meet staffing needs anticipated for the next school year.

a.) If an involuntary transfer is made after July 1 or during the school year, the Association shall be given timely notice of the proposed involuntary transfer and the Association shall convene the aforementioned committee in a timely fashion to review the involuntary transfer. At its option, the Committee may invite the person being considered for involuntary transfer to meet with the Committee.

b.) If the Superintendent recommends the transfer to the Board of Trustees, the Committee shall have the right to present its alternative in writing to the Board before the transfer is made.

c.) When members are to be transferred to another location in the District to fill a position created for the purpose of transferring the employee from the employee’s current school and the Transfer Review Committee opposes such transfer(s), a Committee representative may be appointed to review the alternatives with the Board of Trustees in closed session, prior to the transfer(s).

d.) The Board shall give good faith consideration to alternatives and/or recommendations may be made by the Committee, pursuant to provisions 2 and 3 above, but the decision to transfer shall be made by the District alone, subject to the provisions of this Article.

7.) Reimbursement for Serving more Than One Site

If an involuntary transfer results in an employee serving more than one (1) site on the same day, the District shall reimburse the employee for two (2) hours per week at the Extra-Service Certificated Hourly Rate on page 60. Such reimbursement shall be in addition to claims for mileage under other provisions of this Agreement.

3. Assignment/Reassignment

a. Assignments

1.) Responsibility for Assignments

Teaching assignments are made by site principals, after considering department chairperson recommendation.

2.) Procedures

Prior to the beginning of each semester, the principal shall provide each department chairperson with enrollment information and the anticipated required number of sections based upon the limitations set forth in Article II – Staffing Ratios (*Class Size*).

3.) Criteria for Recommended Assignments

Department chairpersons shall recommend teaching assignments based upon the following considerations:

- a.) Specific program needs
- b.) Class Sizes
- c.) Department members' majors and minors
- d.) The number of different teaching preparations

4.) Posting of Unassigned Sections

Sections not assigned by the principal shall be posted by the principals as on site voluntary reassignment opportunities.

b. Voluntary Reassignments

1.) Filing a Request for Voluntary Reassignment

An employee seeking a reassignment for which he or she is credentialed may file such a request in writing (*see Appendix C*) with the principal of his/her school. Whenever a vacancy occurs, the principal shall give due consideration to this request, and give notification to the appropriate department chairs. The principal shall consider the seniority of the employee when granting or denying the request, as long as the educational needs of the school are met. In the event that two (2) or more equally qualified candidates are under consideration, the candidate with the greatest seniority shall be given the assignment. If a request for an assignment is denied for a specific vacancy, the employee so denied may request the reasons in writing from the principal; and if so requested, the request shall be granted by the principal. The principal shall send out an annual notice to all employees reminding them that they must have a current "Request for Voluntary Reassignment" on file to be considered for voluntary reassignments that become available.

2.) Annual Renewal of Request for Voluntary Reassignments

Requests for reassignment must be renewed annually in March. The principal shall provide notice to all employees who have a request on file that the request must be renewed.

c. Involuntary Reassignments

1.) Notice of Intended Involuntary Reassignment

If there are qualified voluntary candidates for reassignment, the principal shall fill the assignment through the voluntary reassignment procedure. An employee shall be provided written notice of change in tentative assignment, with a copy to the Association Building Representative. Written notice shall be placed in the employee's mailbox during the school year or mailed to the employee during the summer at the current address on file with the principal.

2.) Right of Employee to Meet the Principal

In the event that an employee is not satisfied with the reassignment, he/she may request a meeting with the principal to discuss the reassignment. The employee may be accompanied by a representative of the Association. This request must be made within two (2) days if the notification was given during the school year, or within five (5) days if the notification was mailed during the summer.

3.) Reasons for Involuntary Reassignment to be Given

If requested by the employee, the principal shall indicate the reasons for the involuntary reassignment. The employee may request to be considered for future return to the original assignment by filing a request under the provisions for voluntary reassignment, Paragraph b.(1) above.

4.) Reassignment Rights during School Year

In the event that an employee is involuntarily reassigned after the start of a semester or during the week prior to the start of school, he/she shall be given one (1) day free from other assignments in order to prepare for the new assignments. The District will be responsible for the transfer of the employee's teaching materials if that is necessary.

5.) Assistance for Reassigned Employees

Employees who are involuntarily reassigned to a subject area where they have not recently taught may request assistance from the department chairperson or a member of the department; and the principal may provide appropriate released time to the employee, the department chairperson, or other staff members to provide such assistance.

d. Committee on Assignments

A Committee on Assignments shall be established to evaluate and approve bargaining unit members teaching for up to forty percent (40%) of a full-time teaching assignment outside of the bargaining unit member's credential authorization. This committee shall be composed of an equal number of teachers and administrators.

B. ROP & ADULT EDUCATION PROGRAMS

1. ROP EMPLOYEES

a. Assignments shall be made by the administration of the Adult Ed/ROP programs. Impacted employees involved in a transfer or reassignment will be consulted.

b. Anticipated vacancies for an upcoming semester shall be posted on the usual and customary bulletin boards at the District Office and at the schools for a period of five (5) days. Vacancies occurring after the start of a semester shall be posted in the same manner for two (2) days. Copies of such notices shall be sent to the Association.

c. Any increase in hours of an existing ROP class shall first be offered to the most senior current qualified ROP employee with less than an eight (8) hour daily assignment and whose assignment does not conflict with the newly scheduled class(es).

d. No employee shall have hours assigned greater than an eight (8) hour daily assignment.

2. Adult Education Employees

- a. Assignments shall be made by the administration of the Adult Ed/ROP programs. Impacted employees involved in a transfer or reassignment will be consulted.
- b. Anticipated vacancies for an upcoming semester shall be posted on the usual and customary bulletin boards at the District Office and at the schools for a period of five (5) days. Vacancies occurring after the start of a semester shall be posted in the same manner for two (2) days. Copies of such notices shall be sent to the Association.
- c. Increased sections in the Adult Education program shall be awarded to the most senior qualified instructor within a particular class assignment whose schedule does not conflict with the newly scheduled sections.
- d. No employee shall have hours assigned greater than an eight (8) hour daily assignment.

NOTES

Article XI: ASSOCIATION RIGHTS

A. NO DISCRIMINATION

The District shall not discriminate against any employee in the application of the Agreement on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.

B. RIGHT TO USE FACILITIES AND EQUIPMENT

The Association and its members shall have the right to use school buildings, facilities, and equipment for Association business at reasonable hours by scheduling such use with the principal or with the Superintendent.

C. RIGHT TO POST NOTICES AND USE DISTRICT MAIL SERVICE

The Association shall have the right to post notices of activities and affairs of Association concern in daily bulletins and on Association bulletin boards, at least one (1) of which shall be provided in each school building in an area as designated by the Association. The Association may use the District mail service and mailboxes for communication to employees. A copy of any communication not of a personal nature placed in each employee's mail box shall be furnished to the Superintendent and the Principal.

D. RIGHT TO CONDUCT ASSOCIATION BUSINESS ON SCHOOL PROPERTY

Authorized representatives of the Association shall be permitted to transact official Association business on school property during reasonable times after notifying the principal and so long as said activity does not interfere with the educational process.

E. RIGHT TO HAVE BUSINESS PLACED ON BOARD AGENDA

The Association may request to be placed on the agenda of regular Board meetings by filing a request with the Superintendent in accordance with established procedure indicating information or item to be presented.

F. UNPAID LEAVES OF ABSENCE FOR ASSOCIATION ACTIVITIES

The Association may designate two (2) employees who are Association officers to receive unpaid leaves of absence.

G. EMPLOYEE DIRECTORY

Names, addresses, and telephone numbers of all District employees shall be provided without cost to employees on or before October 15 of each school year. The same information shall be provided to the Association for newly hired employees within two (2) weeks of their appointment.

H. RIGHT TO SEPARATE LISTING IN DIRECTORY

The Association shall have the right to a separate listing in the general directory printed by the District of the names, addresses, and telephone numbers of the Association offices, officers, building representatives, and committees. The Association has the responsibility of furnishing said information prior to the annual publication of the general directory.

I. RIGHT TO TIME AT DISTRICT MEETINGS FOR ANNOUNCEMENTS

The Association shall be granted sufficient time at monthly faculty meetings and District meetings to make announcements.

J. DAYS RESERVED FOR ASSOCIATION BUSINESS

The second (2nd) and fourth(4th) Thursdays of each month shall be reserved for Association meetings after school, and the District shall refrain from scheduling meetings that require employee attendance on those days, except in emergencies.

K. RELEASED TIME FOR ASSOCIATION OFFICIALS

The Association shall have the equivalent of not less than fifteen (15) days of paid leave for employees designated to attend local, state, or national meetings pertinent to Association affairs. Members so designated shall be excused from school duties upon two (2) days advance notification to the District Human Resources Department by the Association President. In addition, the Association shall be granted additional days at differential pay (*employee's pay less the cost of a substitute*) for the same purposes as stated above.

L. RELEASED TIME FOR REPRESENTATIVE COUNCIL AND COMMITTEE CHAIRPERSONS

Association Representative Council members and committee chairpersons shall be released at the conclusion of the last period of the school day to attend meetings.

M. USE OF CONFERENCE PERIOD BY ASSOCIATION PRESIDENT

The Association President may use his/her conference period to carry out Association business. If he/she leaves campus, he/she will sign out. Preferably, the conference period should be the last period of the school day.

N. ASSOCIATION PRESIDENT AND GRIEVANCE CHAIR RELEASE PERIOD

Effective July 1, 2012, the Association president and grievance chair shall receive one release period to perform Association business. The scheduling of the president's and grievance chair's release period shall be accomplished with assistance of site master schedule administrator and the Association president. The president's and grievance chair's actual salary for the release period shall be paid by the District and reimbursed by the Association on either monthly or annual basis. STRS credible salary is not affected for purposes of retirement. Implementation is to occur no later than the first day of the first semester following ratification of this agreement. This section and the schedule modification will sunset on June 30, 2015. Extension of this provision will require mutual agreement between Association and the District in any subsequent contracts.

Sample Calculation for cost to ESTA for the ESTA President or grievance chair one period release:
Average teacher cost (Salary plus Statutory Benefits, without medical) divided by 5.
This amount to be paid, one half each semester.
For the 12/13 school year: $\$86,500 / 5 = \$17,300$
\$8,650 each semester

NOTES

Article XII: NEGOTIATIONS

A. TIMELINES FOR ASSOCIATION AND DISTRICT INITIAL PROPOSALS

Negotiations for a successor agreement shall commence after either party presents its initial proposals for a successor agreement at a public board meeting. Such proposals may be presented at any time during the school year in which the agreement expires. The second party must present its initial proposal within one month of receipt of the first party's initial proposal.

B. DRAFT OF AGREEMENT FOR ASSOCIATION AND EMPLOYEES

The District shall prepare and deliver ten (10) first-draft copies of this Agreement to the Association within thirty (30) days of ratification by the parties. The District shall prepare and deliver final-draft copies of this Agreement to each employee covered by this Agreement within sixty (60) days of ratification by the parties. The Association shall receive fifty (50) final draft copies within sixty (60) days of ratification.

C. AMENDMENTS TO THE AGREEMENT

Any amendments to this Agreement shall be placed in writing and, when approved by the Association and the Board of Trustees, shall become a permanent part of this Agreement. Within sixty (60) days after the approval of such amendments by both parties, the District shall print and distribute copies to all employees covered by this Agreement.

D. USE OF OUTSIDE CONSULTANTS

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

E. TIME AND PLACE OF NEGOTIATIONS

Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within five (5) days from receipt of a written request.

F. RELEASED TIME FOR NEGOTIATIONS

The Association may designate up to five (5) representatives who shall each receive reasonable released time without loss of compensation to attend negotiations and impasse proceedings. The District shall also grant similar released time to the President of the Association in the event he/she wishes to join the Association Negotiating Team.

G. BUDGETARY INFORMATION FOR THE ASSOCIATION

Upon request, the District shall furnish the Association with two (2) copies of all budgetary and other information it produces that is necessary for the Association to fulfill its role as the exclusive bargaining representative.

NOTES

Article XIII: ASSOCIATION DUES AND REPRESENTATION FEES.

A. REPRESENTATION FEES

Effective July 1, 1994, a bargaining unit employee who has not either joined the Association, or made application to join the Association by September 30 or within thirty (30) days from the commencement of assigned duties as a bargaining unit member, shall pay to the Association a representation fee, not to exceed the amount of Association membership dues. Such representation fee shall be payable in one (1) lump sum cash payment in the same manner as required for cash payment of Association dues or by monthly payroll deduction in the same manner as Association dues.

1. Notification of Non-Compliance

In the event an employee does not either join the Association, make application to join the Association, pay to the Association the required representation fee in a single lump sum payment, or sign a payroll deduction authorization form, the Association shall notify the District of the employee's non-compliance. Upon such notification, the District shall promptly advise the employee in writing of the requirements of this Article. If after fifteen (15) days the employee has still not made application to join the Association, fully paid the required representation fee by cash payment to the Association, or signed a payroll deduction authorization form, the District shall begin automatic payroll deductions as provided in Education Code section 45061 in the same manner as set forth in Paragraph A, above, effective with the following payroll period.

2. Compliance with PERB Regulations

The Association shall comply with the Agency Fee Regulations of the Public Employment Relations Board.

3. Religious Exceptions

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that such bargaining unit employee shall pay, in lieu of the representation fee to the Association, sums equal to such fees to one of the following non-religious, non-labor, charitable organizations whose fund are exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

Foundation to Assist California Teachers

Any publicly-sponsored boys or girls club located within District boundaries

The United Way

Such payment shall be made within thirty (30) days of the employee's first duty day in a bargaining unit position of each school year.

a. Proof of Payment and Statement of Objections

Unit members exercising their right to be exempt from the provision of this Article shall annually submit proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teaching object to joining or financially supporting employee organization, to the Association and the District as a condition of continued

exemption from the provision of the Article. Such proof shall be submitted within thirty (30) days of the employee's first duty day in a bargaining unit position each school year.

b. Objector's Access to Grievance and Arbitration

The Association will represent an employee exercising his or her right to exemption from the requirements of this Article in the same manner the Association represents its members or those employees electing to pay representation fees in lieu of membership, except that the employee exercising such right shall be responsible for reimbursing to the Association the reasonable cost of such representation.

B. ASSOCIATION RESPONSIBLE FOR FURNISHING INFORMATION

The Association agrees to furnish any information needed by the District to fulfill the provision of this Article.

C. HOLD HARMLESS AGREEMENT

The Association agrees to assume responsibility for all costs the District might reasonably incur in the enforcement of the provisions of this Article. The Association shall have the exclusive right to decide and determine whether any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the representation fee provisions of this article, or the implementation of these provision, shall or shall not be compromised, resisted, defended, tried, or appealed.

D. RIGHT TO DUES DEDUCTION FROM PAY WARRANT

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deductions of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. In the event an employee who is a member of the Association discontinues his/her payroll deduction authorization the employee shall remit dues directly to the Association in a manner determined by the Association. Any bargaining unit employee who discontinues his/her payroll deduction for dues and who does not pay his/her dues to the Association shall be subject to the representation fee provision set forth in Section E below.

E. REMISSION OF DUES AND FEES TO CTA

The District shall forward, without cost to the Association, all sums deducted from bargaining unit employees' pay warrants for membership dues and representation fees to the California Teachers Association Membership Department. Such sums shall be accompanied by an alphabetical list of employees from whom such deductions have been made. The list shall indicate whether the deduction is for membership dues or representation fees and shall indicate any changes in personnel from the list previously furnished.

NOTES

**Article XIV: ROP/ADULT EDUCATION
LAYOFF & RECALL RIGHTS**

A. SENIORITY

Seniority shall be earned within an assigned subject and shall accrue from the first day of service.

B. LAYOFFS

No employee may be laid off while an employee with less seniority is retained to render a service which the employee is certified or competent to render.

C. REDUCTION IN HOURS

A reduction in hours shall be based on reverse seniority (*least senior person first*) within an assigned subject area.

D. RECALL RIGHTS

Any employee laid off from the District shall have recall rights based upon his/her seniority (*most senior qualified employee recalled first*) with the District for the balance of the fiscal year in which the layoff took place, or six (6) months, whichever is longer.

NOTES

Article XV: ROP/ADULT EDUCATION DISCIPLINARY DISCHARGE

A. DISCIPLINARY DISCHARGE

No employee shall be disciplined or be given a disciplinary discharge without just cause.

B. JUST CAUSE

The District's decision on the basis for "just cause" shall be subject to Article IV, Grievance Procedures.

NOTES

Article XVI: SITE-BASED DECISION-MAKING

A. SITE-BASED DECISION-MAKING PROGRAMS

The District and the Association agree that site-based decision-making programs, in which employees at each school are given increased responsibility for making decisions that will improve effective professional practice, the educational process, and student achievement, may be implemented by a majority vote of the staff.

1. The composition of a Site Council shall be determined by teachers and school staff but must include an association representative and an Administrative representative; and the majority of the site council shall be made up of Bargaining Unit members.
2. Site Council chairperson(s) shall be selected by the members of the council.
3. The Site Council may, in exceptional circumstances, recommend waivers of Education Code, statutes, school board policies, or the collective bargaining agreement of the parties. If such a recommendation from the Site Council is made, it shall be submitted to the District and the Association and, if approved by each, it shall be incorporated into the collective bargaining agreement for a specific period of time for a specified work site. Generally, waivers apply only to a certain work site as part of a request from a Site Council.
4. The provisions above are intended to serve as a guide in developing and training site-based decision-making councils. Full implementation of the site-based decision-making may require further contract provisions.

NOTES

ARTICLE XVII: INTERN TEACHER PROGRAM

A. CERTIFICATED INTERNS

The District may employ a limited number of certificated interns in specialized areas of need. Certificated interns shall be considered bargaining unit members for purposes of salary schedule placement, health and welfare benefit eligibility and participation in leave benefits specified in this agreement.

NOTES

APPENDIX A – Certification of Representative

APPENDIX B – Certificated Employee Evaluation Forms

The following forms are included in this Appendix:

Classroom Teacher Evaluation Form

Counselor Evaluation Form

The parties agree to the importance of further developing new forms A and B for the evaluation of counselors. Therefore ESTA and the District agree to meet and negotiate regarding the content of these forms and their use within established procedures relating to the evaluation of bargaining unit members. Implementation of use of the new forms shall begin in the 07/08 school year.

APPENDIX C – Certificated Transfer Request Form

APPENDIX D – Grievance Form

APPENDIX E – Request for Reclassification Form