

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

AGREEMENT BETWEEN
POWAY UNIFIED SCHOOL DISTRICT
AND
POWAY FEDERATION OF TEACHERS
July 1, 2007 – June 30, 2009

Dated: _____

Poway Federation of Teachers

By: _____

Title: _____

Dated: _____

Poway Unified School District

By: _____

Title: _____

TABLE OF CONTENTS

SECTION

I	Recognition	1
II	Duration of Agreement	2
III	Health and Welfare Benefits.....	3
IV	Leave of Absence Policy	7
V	Transfer Policy	17
VI	Grievance Procedures.....	20
VII	Class Size and Staffing	26
VIII	Hours of Employment.....	28
IX	Safety Conditions of Employment.....	32
X	Evaluation Procedures	33
XI	Wages	37
XII	Rights of the Exclusive Representative	48
XIII	Early Retirement.....	50
XIV	Conditions of Agreement.....	52

SECTION I - RECOGNITION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

The Poway Unified School District Board of Education (hereinafter referred to as the “District” or as the “Employer”) recognizes the Poway Federation of Teachers (hereinafter referred to as the “Federation” or the “Exclusive Representative”) as the sole and exclusive bargaining agent for the District certificated employees defined below.

The certificated employees in this unit are: All classroom teachers, teachers of special education, ROP teachers, teachers on special assignment, school librarians, nurses, speech therapists, reading specialists, educational audiologists, temporary teachers, summer school teachers, full-time substitutes under contract, and adult education teachers teaching more than six hours per week.

The term “employee,” “employees,” “teacher,” and “teachers” as used throughout this agreement specifically excludes all management, supervisory, and confidential employees, and all other certificated employees not specified above. Whenever the term “teacher” or “teachers” is used, it specifically refers to the members of this bargaining unit.

The Federation shall be notified of all new certificated employee classifications in sufficient time for Federation input concerning the proper unit placement of the new classification. When the District and Federation agree, the new certificated employee classification shall be included in this unit and thereby covered by this agreement immediately.

When the District and Federation disagree, PERB will be consulted for a ruling. If determination is made that the new classification is in the unit, those employees shall be covered immediately under the terms of this agreement.

SECTION II – DURATION OF AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

This agreement shall become effective on July 1, 2007, and shall remain in force until June 30, 2009.

This agreement is based on a set of assumptions derived from the 2007 Preliminary State Budget for education and District budget assumptions for the 2007/08 school year as discussed in the fiscal Interest Based Problem Solving group as of May 30, 2007. The Federation and the District agree to use an ongoing fiscal IBPS group to reconcile revenue, expenditures and ending balances of the PUSD budget for both the 2006/07 school years and review the assumptions for 2007/08 set on May 30, 2007 as data points for possible adjustments to the total compensation. A target date of October 30, 2007 is established for completion of this work. Resource people to this group may be added on an “as needed” basis upon mutual agreement of the parties.

The parties agree to hold May 1 of each school year as a target date for completion of this agreement. By October 30, 2008, the group will reconcile revenue, expenditures and ending balances for 2006/07 and assumptions for 2007/08 as data points for possible adjustments to the total compensation.

Articles of this Agreement may be amended by mutual consent during the duration of this agreement.

1 **SECTION III- HEATH AND WELFARE BENEFITS**
2

3 Except as otherwise provided, the District shall provide the basic insurance package to
4 all eligible teachers. For the plan year beginning January 1, 2005, the basic insurance
5 package shall be major medical of Kaiser HMO or Health Net HMO, vision, dental, and
6 life insurance coverage for the employee only.
7

8 All unit members will be covered for life insurance coverage for the employee only. Unit
9 members who provide the necessary and required information of outside insurance
10 coverage may opt out of major medical, dental and vision coverage and receive one
11 thousand one hundred dollars per plan year. Unit members who opt out of medical
12 coverage but retain dental and vision coverage will receive the difference of one
13 thousand one hundred dollars and the actual cost for the coverage.
14

15 Each year, the base District contribution per employee will be calculated as follows: The
16 cost of the employee only coverage for the basic insurance package (Kaiser HMO or
17 the District Health Net HMO contribution for all Health Net plans, dental, vision and life)
18 multiplied by the number of employees selecting those options, plus the amount used
19 for "cell enhancement" for the preceding benefit year. That sum divided by the total
20 number of unit employees who qualify for benefits for the current benefit year will be
21 adjusted by an amount equal to the arithmetic average of the premium increases for the
22 employee only of the basic insurance package as defined above. An additional amount
23 of funds will be calculated by multiplying the number of unit members who opt out of
24 major medical coverage by the previous year's amount times the same percentage of
25 increase as the arithmetic average as calculated above. The Federation and the District
26 will mutually agree upon the use of these additional funds. Employee enrollment from
27 June 30 of the previous school year shall be used as the basis for these negotiations.
28

29 **MEDICAL EXAMINATIONS**
30

31 Medical examinations required as a condition of employment shall be paid for by the
32 District at the time the employee signs a contract.
33

34 **TAX SHELTERED ANNUITIES**
35

36 Employees in this Unit may participate in an approved tax sheltered annuity with the
37 District providing payroll deductions for this purpose. Teachers may change the tax
38 sheltered programs in which they participate by notifying the Payroll Department of the
39 intended change by the first of each month in which the change is to be effective.
40

41 **SABBATICAL LEAVE**
42

43 Employees on Sabbatical Leave of Absence shall receive full employee insurance
44 coverage without interruption to be paid by the District.
45
46
47
48
49

1 **UNPAID LEAVE**

2
3 Employees on District-approved, nonpaid leave of absence, or retired employees, may
4 elect to continue the coverage for themselves and dependents. Premiums required for
5 coverage must be paid in advance either annually, semi-annually, or quarterly.
6

7 **DURATION OF BENEFITS**

8
9 Should an employee's employment terminate following the last day of the school year
10 and before the commencement of the ensuing school year, such employee shall be
11 entitled to continue to be covered under the health, dental, and vision care plan until
12 August 31 of the ensuing school year.
13

14 **HALF-TIME TEACHERS**

15
16 Half-time teachers shall receive the basic insurance package. Teachers who are
17 working less than 50% of the full-time equivalent are not eligible for benefits, except:
18

- 19 1. Employees who transfer from a position of 50% or more of the full-time equivalent to
20 less than 50% of the full-time equivalent may continue coverage on the benefits plan
21 on an employee-pay-all basis until the later of:
22
 - 23 (a) The August 31 following the date of the reduced service, or
 - 24 (b) The end of the month three months following the date of the reduced service.
- 25 2. Employees who are covered under the benefits plan on a leave of absence status,
26 who return to work in a position of less than 50% of the full-time equivalent may
27 continue coverage on the benefits plan on an employee-pay-all basis for the same
28 duration as Paragraph 1 above.
29
- 30 3. Employees may elect to continue the coverage for themselves and dependents by
31 submitting the annual premium in advance to the Payroll Department of the Poway
32 Unified School District or by arranging for payroll deductions.
33
34
35

36 **HOURLY TEACHERS**

37
38 Hourly unit members working over 50% of a full-time teacher shall receive the basic
39 insurance package. Unit members will receive Two thousand fifty dollars of
40 discretionary funds in the following manner:
41

- 42 a. 55%-64% assignment will receive \$410 (20%) of discretionary funds per year.
- 43 b. 65%-74% assignment will receive \$820 (40%) of discretionary funds per year.
- 44 c. 75%-84% assignment will receive \$1230 (60%) of discretionary funds per year.
- 45 d. 85%-94% assignment will receive \$1640 (80%) of discretionary funds per year.
- 46 e. 95%-100% assignment will receive \$2050 (100%) of discretionary funds per
47 year.
48
49

1 **SHARED CONTRACTS**

2
3 In a shared contract, two teachers share one single full-time contracted position.

4
5 Each teacher will receive health and welfare benefits as outlined below:

- 6
7 1. Teacher A and Teacher B each working fifty (50) percent of the time both semesters:
8 The District will contribute the amount toward one basic insurance package. Each
9 teacher will be required to make an additional pro-rata contribution for any coverage
10 for costs exceeding the one basic package.
11
12 2. Teacher A teaching more than fifty (50) percent both semesters, Teacher B teaching
13 less than fifty (50) percent both semesters: Teacher A receives a full contribution for
14 the entire year. Teacher B receives no District contribution but may purchase
15 coverage as per the collective bargaining agreement.
16
17 3. Teacher A teaching first semester, Teacher B teaching second semester: Teacher A
18 will receive a full District contribution and receive coverage from the first teacher
19 workday of the year that the teacher works through the end of the month of the first
20 teacher workday of the first semester. Teacher B will receive a full District
21 contribution and receive coverage from the first teacher workday that the teacher
22 works through August 31 of that year.
23
24 4. As of the 1994-95 school year, those teachers who are presently and continuously
25 employed in a "shared contract" position teaching at fifty (50) percent of the time
26 both semesters will continue to receive the basic insurance package as long as they
27 remain in that position
28
29 5. Under the grandfather clause above, where Teacher A and Teacher B have each
30 been working fifty (50) percent of the time both semesters, Teacher B leaves the
31 shared contract position and is replaced by Teacher C: Teacher A continues to
32 receive the basic insurance package. Teacher C will be required to make an
33 additional contribution for any coverage for costs exceeding fifty (50) percent of the
34 basic insurance package.
35
36 6. Teacher A and Teacher B each working fifty (50) percent of the time both semesters:
37 Teacher B elects for no District-paid insurance coverage (covered by spouse under
38 the same conditions as employees opting out of coverage,) Teacher A will be
39 provided the entire basic insurance package. Teacher A will be required to make
40 additional contributions for any coverage, including dependent coverage, exceeding
41 the basic insurance package. Should Teacher B exercise the option for his or her
42 proportion of the District-paid insurance coverage for a shared contract, Teacher A
43 will need to make additional contributions as specified in this Agreement.
44

45 **HEALTH AND WELFARE BENEFITS FOR RETIRED TEACHERS**

46
47 Unit members with ten years of district service or more in the bargaining unit will receive
48 the equivalent of the cost of least expensive medical, dental and vision coverage for use
49 toward Health and Welfare premiums from the time of STRS/PERS retirement from the

1 District until age 65. To be eligible, unit members must retire at the end of the 1998-99
2 school year or later. Unit members with ten years of service who separate from the
3 District and continue their insurance coverage by submitting the premium under the
4 terms of COBRA are eligible for this benefit upon their retirement from STRS/PERS
5 within 12 months of separation from the District, provided that their insurance coverage
6 is continuous. All monies paid by the District must be used for medical, dental or vision
7 coverage; no other benefits are covered. Unit members selecting a more expensive
8 medical plan will pay the difference in premium costs. Teachers moving out of the area
9 will receive the same dollar amount for use toward Health and Welfare premiums only.
10 Any unused monies remain with the District. Effective July 1, 2004, unit members who
11 receive STRS Disability Allowance under Options A or B and meet the requirements
12 listed above will qualify for these benefits upon STRS notification to the District.

13
14

15 **CONDITIONS OF HEALTH AND WELFARE BENEFITS**

16
17
18
19

For the duration of this contract, there shall be no change in the basic plans, unless by mutual consent.

20
21

For the duration of this contract, the District guarantees no decrease in coverage.

22
23

BENEFITS "OPT-OUT"

24
25
26
27
28

Unit members who provide proof of other medical coverage may Opt-Out of the District Basic Insurance package. Proof of other medical and dental coverage is required. Unit members who Opt-Out must enroll in the District sponsored standard life insurance coverage.

29
30
31

Units members wishing to enroll in dental or vision coverage for themselves and/or their dependents may do so. Premiums will be deducted from the employee "cash to warrant" funds described below.

32
33
34
35

Effective July 1, 2007, unit members electing to Opt-Out of the District basic insurance package will receive \$1,250 annually (\$125.00 tenthly) as cash to warrant.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

SECTION IV- LEAVE OF ABSENCE POLICY

Leaves of absence are provided employees of this Unit in order to provide approved release from duty for the specific purposes stated below:

INABILITY TO PERFORM REGULAR DUTIES

- Sick Leave
- Industrial Accident Leave
- Personal Necessity Leave
- Medical Leave
- Parental Leave
- Leave for Pregnancy, Miscarriage, Childbirth, and Recovery Therefrom

IMPROVEMENT OF EMPLOYEE

- General Leave for exchange teacher arrangements, acquisition of advanced degrees, travel, or specific advanced educational training.
- Study and Travel Leave (Sabbatical)

REQUIRED OBLIGATION

- Jury Duty Leave
- Legislative Leave
- Military Leave
- Bereavement Leave
- Personal Reasons
- Compelling Reasons Leave

CONDITIONS OF LEAVE

Health and welfare benefits may be elected by the employee during an unpaid leave with the entire cost borne by the employee, except where other provisions are indicated.

At the expiration of the leave of absence, the teacher shall be given the same consideration for assignment as though the teacher had continual unbroken service in the District.

Teachers returning from leaves of absence shall be placed on the salary schedule where they were next eligible to be placed prior to the leave of absence, except where other provisions are indicated.

Nothing in this leave policy shall prohibit the Board of Education from granting additional leaves of absence or extensions of time.

1 **INABILITY TO PERFORM REGULAR DUTIES**

2
3 **SICK LEAVE**

4
5 Each full-time teacher will receive, accumulated without limit, ten (10) days leave of
6 absence per year for illness or injury.

7
8 In compliance with state statutes, unit members shall be credited at retirement with
9 credit for each day of accumulated and unused leave of absence for illness or injury for
10 which full salary is allowed.

11
12 Full-time teachers are entitled to ten (10) days of absence per year. Leaves for part-time
13 teachers are prorated. The annual allotment becomes available immediately upon the
14 beginning of service for each school year.

15
16 At the beginning of each new school year, each teacher shall receive an accounting, in
17 writing, of the total number of sick leave days that have been accumulated to that time.

18
19 The District will provide for the leave of absence from duty and will grant compensation
20 during the leave of absence to all certificated employees in this Unit who are compelled
21 to absent themselves from their duties because of accident or illness, whether or not the
22 cause of absence arises out of and in the course of the employment of the employee, or
23 because of quarantine which results from contact with other persons having a
24 contagious disease while performing his/her duties, or because of temporary inability to
25 perform the services required because of illness, accident or quarantine.

26
27 Employees absent from duty for reason of illness or accident for a maximum period of
28 five (5) months or less from the date of the expiration of accumulated sick leave shall
29 receive the regular salary, less the amount actually paid a substitute employee to fill the
30 position during the employee's absence. During the time of medical disability, the
31 District's share of the cost of the fringe benefits shall be assumed by the District.

32
33 Use of full sick leave benefits will be authorized for that period of time during childbirth
34 in which, in the written opinion of the employee's physician, the employee is medically
35 disabled, and unable to perform regular duties because of such a disability. Disabilities
36 will include any cause for which sick leave of absence would be granted, including but
37 not limited to, disabilities as a result of pregnancy, miscarriage, childbirth, and recovery.

38
39 If an employee has exhausted regular sick leave, he or she will be eligible to receive a
40 maximum of five days' leave at regular salary less the cost of a substitute for illness or
41 surgery of an immediate family member, as verified by the employer, if necessary. This
42 leave does not accumulate from year to year.

43
44 Permanent employees who have resigned or probationary employees who have been
45 dismissed or resigned because of a reduction in services, shall be entitled to accrued
46 sick leave if reemployed within thirty-nine (39) months of termination.

47
48 Upon retirement, unused sick leave shall be credited for retirement purposes as
49 specified in State statutes.

1 **DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS**

2
3 The District shall establish a catastrophic illness sick leave bank to which eligible unit
4 members may donate earned and unused sick leave. This donation shall be irrevocable
5 and shall be accomplished by the unit member completing a written form entitled
6 "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that
7 the sick leave days being donated are irrevocably given to the catastrophic illness leave
8 bank, and cannot be rescinded for any reason whatsoever. A donation to the
9 catastrophic illness leave bank shall be a general donation and shall not be donated to
10 a specific employee for his or her exclusive use.

11
12 "Catastrophic illness" is defined to mean an illness or injury that is expected to
13 incapacitate an employee for an extended period of time, which incapacity requires the
14 employee to take time off from work for an extended period of time, and taking an
15 extended period of time off work creates a financial hardship for the employee because
16 he or she has exhausted all of his or her sick leave and other paid leave.

17
18 **Governing Committee**

19
20 The Governing Committee shall be composed of five members:

- 21
22 1. Three teachers (tenured)
23 2. Two administrators

24
25 The duties of the Governing Committee shall include the following:

- 26
27 1. To approve requests for withdrawal from the sick leave bank;
28 2. To make any additionally necessary governing decisions relative to the operation of
29 the sick bank.

30
31 Governing decisions will be made by consensus, where possible. Where a consensus
32 decision cannot be reached, the governing decisions will be made on the basis of a
33 majority vote; four votes will constitute a majority.

34
35 **Qualifications to Make Donations**

36
37 A unit member must meet the following qualifications in order to make an irrevocable
38 donation to the catastrophic illness leave bank.

- 39
40 1. The unit member must be a permanent certificated employee of the District.
41
42 2. The unit member must have an accumulated sick leave balance of at least ten
43 (10) days at the conclusion of the school year immediately preceding.

44
45 **Amount of Donation**

46
47 An eligible unit member must donate a minimum of one (1) day of sick leave to the
48 bank. A unit member may not donate more than twenty-five percent (25%) of their
49 accumulated sick leave in any one school year.

1 **Maximum Number of Days in Sick Leave Bank**

2
3 The maximum number of days which may be accumulated in the sick leave bank is 500
4 days.

5
6 Any days remaining in the sick leave bank at the end of the school year will be credited
7 to the sick leave bank for the next school year.

8
9 **Qualifications of Recipient**

- 10
11 1. Any permanent unit member suffering from a catastrophic illness is eligible to
12 apply for use of sick leave days in the catastrophic illness leave bank.
13
14 2. To be eligible for use of sick leave bank days, the unit member must have
15 exhausted accrued paid leave.
16
17 3. A unit member must use all paid leave credits that he or she continues to
18 accrue on a yearly basis before receiving sick leave days which have been
19 donated to the catastrophic illness leave bank.
20
21 4. The maximum number of days to be utilized by one unit member for a single
22 catastrophic illness shall not exceed 50 days or 50% of the total available
23 leave bank, whichever is less.
24
25 5. Any unit member requesting use of sick leave days in the catastrophic illness
26 leave bank must provide the Governing Committee with written verification of
27 the catastrophic illness. Such verification must be prepared in writing by a
28 licensed physician of the State of California. The Governing Committee may
29 require the unit member who is incapacitated to undergo an examination by a
30 physician selected from a list supplied by the District, at the District's
31 expense, to verify the injury or illness, the degree of disability, and the
32 anticipated length of disability.

33
34 Recipients of sick bank days shall receive those days in the form of their regular salary.
35 That amount will be unencumbered by the amount paid a substitute employee to fill the
36 position during their absence.

37
38 **Procedure**

- 39
40 1. Annual solicitation by PFT contributions for the catastrophic illness leave bank
41 shall be solicited by the PFT during the months of September, October and
42 November each school year. The Governing Committee shall develop all
43 forms which are to be used by PFT for purposes of solicitation. All donation
44 forms must be received by the Payroll Office of the District no later than the
45 last working day in December of each school year. In the event of a situation
46 that requires immediate additional donations, this timeline may be waived by
47 the Governing Committee.
48

- 1 2. All requests for use of accumulated sick leave hours in the catastrophic
2 illness bank shall be presented in writing to the District, which shall forward
3 that request to the Governing Committee. The District shall provide the unit
4 member with a copy of this contract provision. It shall be the responsibility of
5 the unit member to satisfy all conditions of eligibility.
6
- 7 3. PFT shall hold the Governing Committee harmless and indemnify the
8 Governing Committee from any and all claims, attorneys' fees, judgments,
9 costs or settlements arising from the administration of this section.

10
11 The Governing Committee's decision to deny a unit member's request for donated
12 catastrophic illness leave is final and not subject to the grievance procedure.
13

14 **INDUSTRIAL ACCIDENT LEAVE**

15
16 Eligibility for Industrial Accident and Industrial Illness Leave accrues immediately by
17 virtue of employment with the Employer.
18

19 Requirements are those provided in compliance with the California Education Code
20 Statutes but will not exceed a maximum, of one hundred thirty-five (135) days for each
21 industrial accident or illness.
22

23 Unless the employee is in full-time paid status for a minimum of 141 days in the same
24 assignment, no step increment shall be granted. Those employees on Industrial
25 Accident Leave will be considered in full-time paid status while on such leave.
26

27 **PERSONAL NECESSITY LEAVE**

28
29 Unit members may use accumulated sick leave granted pursuant to Education Code
30 44978 for personal necessity leave. Such leave is with full pay and is deductible from
31 accrued sick leave. Personal necessity leave will include the following situations.
32

- 33 ▪ Death of a member of the immediate family, (mother, father, grandmother,
34 grandfather, or a grandchild of the employee or of the spouse of the employee,
35 and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of
36 the employee, or any person living in the immediate household of the employee.)
37
- 38 ▪ Accident involving employee's person or property or the person or property of a
39 member of the employee's immediate family.
40
- 41 ▪ Appearance in court as a defendant, as a witness under an official order, or to
42 appear with employee's minor child or ward on any court summons.
43
- 44 ▪ Illness or surgery involving a member of immediate family, as verified by the
45 employer, if necessary.
46
- 47 ▪ Observance of religious holidays (well recognized religion in which observance of
48 tenets necessitates employee's absence).
49

- 1 ▪ Participation in the school activities of a child for whom the employee is the
2 parent or guardian, as described in The Family School Partnership, California
3 Labor Code 230.8.
- 4
- 5 ▪ Unit members who become parents through legal adoption will be granted, upon
6 request, up to ten days personal necessity leave in addition to the days specified
7 under Parental Leave of this section.
- 8
- 9

10 **MEDICAL LEAVE**

11

12 A leave shall be granted for physical or mental illness upon proper certification from a
13 licensed medical practitioner. Leaves for physical disability shall be provided in
14 compliance with Education Code Provisions including STRS disability retirement
15 options.

16

17 Leaves granted for mental or physical disability may be renewed for a second year upon
18 approval of the district.

19 **PARENTAL LEAVE**

20

21

22 Unit members who become parents, including by legal adoption, will be granted up to
23 ten days (10) leave. Such leave is at full pay and is deductible from accrued sick leave.

24

25 A teacher, who is a parent through childbirth, adoption, or legal guardianship, may apply
26 for unpaid leave. The terms and conditions for this leave shall be consistent with those
27 for all other non-paid leaves.

28

29 **LEAVE FOR PREGNANCY, MISCARRIAGE, CHILDBIRTH, AND RECOVERY**

30 **THEREFROM**

31

32 The board shall provide a leave of absence from duty for any member of the Unit who is
33 required to be absent from duty because of pregnancy, miscarriage, childbirth, and
34 recovery therefrom.

35

36 Disabilities caused or contributed to or by pregnancy, miscarriage, childbirth, and
37 recovery therefrom are, for all job related purposes, temporary disabilities and shall be
38 treated as such under any health or temporary disability insurance or sick leave plan
39 provided by the District.

40

41 The board will grant leave with pay only when it is necessary to do so in order that
42 leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or
43 childbirth be treated the same as leaves for illness, injury, or disability.

1 **IMPROVEMENT OF EMPLOYEE**

2
3 **GENERAL LEAVE**

4
5 General Leave is not to exceed one school year without pay. A one-year extension may
6 be granted with Board approval.

7 Each request for a General Leave shall be considered on its own merit, compliance with
8 statutory requirements, and the effect upon the instructional programs if the school
9 District.

10
11 Leaves may be granted for exchange teacher, acquisition of advanced degrees, travel,
12 and/or specific educational opportunities with prior written approval of the Assistant
13 Superintendent, Personnel Support Services.

14
15 One year of exchange teaching or service as a paid Officer or Staff Person of the
16 Exclusive Representative (the total number of such positions shall not exceed three per
17 year) will be considered to equal one year of teaching within the District for salary
18 determination upon return to employment.

19
20
21 **STUDY AND TRAVEL (SABBATICAL) LEAVE**

22
23 The number of eligible teachers shall be two (2) percent of the members of the
24 bargaining unit in any one (1) school year.

25
26 The Board may grant leaves of absence not to exceed one year for the purpose of
27 permitting study or travel by employees of this Unit which will benefit the schools and
28 the pupils of the District. No Sabbatical Leave of Absence shall be granted to any
29 employee who has not rendered service to the District for at least seven (7) consecutive
30 years preceding the granting of the leave and not more than one such leave of absence
31 shall be granted an individual in each seven (7) year period.

32
33 Each employee granted a Sabbatical Leave will be required to perform such services
34 during the leave as the District and the employee may agree upon in writing. The
35 employee shall receive compensation during the period of absence in the amount of
36 one-half his/her regular salary for the period on leave. This leave may be taken for one
37 full-year or one-half year.

38
39 Each employee, as a condition to being granted a Sabbatical Leave of Absence, shall
40 agree in writing to render a period of service in the employ of the Poway Unified School
41 District following return from the leave of absence which is equal to twice the period of
42 the leave.

43
44 One year of Sabbatical Leave or one year of combined Sabbatical Leave and teaching
45 will be considered to equal one (1) year in the District.

46
47 The employee will post a bond equal to the amount of salary earned or provide some
48 other type of surety.

1 Nothing in this leave policy shall prohibit the Board of Education from granting leaves in
2 excess of two (2) of the members of the Unit.

3
4 Applications for Sabbatical Leave shall be submitted on or before February 1 of the
5 school year preceding the proposed leave of absence or such date as may be mutually
6 agreed upon by the District and the Exclusive Representative.

7 8 **REQUIRED OBLIGATION**

9 10 **JURY DUTY LEAVE**

11
12 The District agrees to grant to members of the bargaining unit regularly called for jury
13 duty or to appear as a witness in court other than as a litigant or to respond to an official
14 order from another governmental jurisdiction for reasons not brought about through the
15 connivance or misconduct of the employee in a manner provided by law, leave of
16 absence without loss of pay for time the employee is required to perform such duty
17 during the employee's regularly assigned working hours. Employees, so called, must
18 notify the District of service date(s) upon receiving said notice from officers of the Court.
19 The District shall pay the employee the difference, if any, between the employee's
20 regular rate of pay and the amount received for such duty, less meals, travel, and
21 parking allowances. Employees are required to return to work during any day in which
22 such duty services are not required. The District may require verification of jury duty
23 prior to or subsequent to providing jury duty compensation.

24
25 Employees summoned to serve jury duty during workdays may choose to defer jury
26 duty to non-contract days. These employees who receive court permission to defer jury
27 duty to non-contract days shall be paid a stipend equal to the daily substitute rate of pay
28 for those days or portion of days served. These teachers shall complete the District
29 "Jury Duty – Non-Work" form, attaching a copy of the original summons as well as the
30 court timesheet documenting actual time served. The "Jury Duty – Non-Work" form
31 should be submitted to Payroll within ninety (90) days of the employee's return to work.
32 Employees whose original summons was for jury duty during non-work time shall not be
33 eligible for this provision.

34 35 **LEGISLATIVE LEAVE**

36
37 Members of the bargaining unit who are elected to or appointed to Federal, State,
38 County, or Municipal governmental offices may be granted leave without pay. The
39 duration of the leave shall not exceed the term of the office unless otherwise approved
40 by the Board of Education.

41 42 **MILITARY LEAVE**

43
44 Military Leave shall be granted to members of the bargaining unit for military duty that
45 cannot be expected to be disregarded, and which necessitates immediate attention.

46
47 To be eligible to receive Military Leave benefits, members of the bargaining unit shall be
48 required to request such leave in writing and, upon request, to supply the District with

1 "orders" and status reports. Upon approval by the Board of Education the unit member
2 shall receive pay for a period not to exceed thirty (30) calendar days.

3
4 Unit members shall attempt to schedule military service at a time which will not conflict
5 with regular school duties.

6
7 Every effort shall be made to place returning teachers having physical handicaps.

8
9 **BEREAVEMENT LEAVE**

10
11 The District will grant leave of absence, not to exceed three (3) days, or five (5) days if
12 out-of-state travel or travel in excess of 300 miles one way is required, due to the death
13 of any member of the employee's immediate family.

14
15 No deduction shall be made from the salary of such employee, nor shall such leave be
16 deducted from other categorical leaves granted by the District.

17
18 Members of the immediate family mean the mother, father, grandmother, grandfather,
19 or a grandchild of the employee or of the spouse of the employee, and the child of the
20 employee or of the spouse of the employee, and the spouse, son-in-law, son, daughter,
21 daughter-in-law, brother or sister of the employee or any person living in the immediate
22 household of the employee.

23
24 In cases of long established family or personal relationships not listed, bereavement
25 leave may be granted at the discretion of the Assistant Superintendent Personnel
26 Support Services or designee.

27
28
29 **PERSONAL REASONS**

30
31 If the members of the Unit find it necessary to be absent for personal reasons, they may
32 secure time off by applying to the principal if they are going to be absent for a period of
33 time up to three hours. Such leave is without loss of salary and is granted only when a
34 valid reason for such absence exists. Frequent requests for such absences are to be
35 avoided and may be approved only when the principal is certain that the individual's
36 duty assignment can be adequately covered without the employment of a substitute.

37
38 Requests for such leave shall be presented in writing, except in emergencies.

39
40 **COMPELLING REASONS LEAVE**

41 [See Memorandum of Understanding effective 7/1/07-6/30/09]

42 Each member of the unit shall be eligible to apply for a maximum of three (3) days of
43 Compelling Reasons Leave. The first two days, if granted, shall be at full salary. The
44 third day, if granted, shall be at full salary less the cost of a substitute.

45
46 Eligibility for this leave requires two days of advance written notice and approval of the
47 principal or supervisor except in the case of an emergency where prior notice would be
48 impossible.

1 Eligibility for this leave shall be based upon instances of compelling personal
2 importance which require the teacher to be absent from the work site during duty hours.
3 Legitimate reasons for requesting the leave include unavoidable legal or business
4 transactions or matters involving the teacher's household or family.

5
6
7 Under no circumstance shall the teacher be permitted to use Compelling Reasons
8 Leave for the purpose of concerted or individual work slowdowns or other refusals to
9 perform regular services or any aspect of preparation relating to a work stoppage. Also,
10 under no circumstance shall Compelling Reasons Leave be granted for recreational
11 purposes or for the purpose of extending a holiday or vacation.

12
13 All requests for Compelling Reasons Leave shall be subject to a review by the principal
14 or immediate supervisor to determine compliance with the eligibility requirements set
15 forth in this section.

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

SECTION V - TRANSFER POLICY

It shall be the intent of the Board of Education to provide qualified members of the bargaining unit an opportunity to be considered for transfer. The welfare of students and, secondly, that of teachers will be the preeminent factor in all transfers.

A voluntary transfer is defined as an employee-initiated change of work location which has been approved by the District.

Voluntary Transfer Process During The Current School Year

1. On or before May 1, the District will post all new or vacant positions for the succeeding year at each school site. Any specific skills or teaching requirements for specific positions and the deadline for applying for the position will be included on the posting. Copies shall be sent to the Federation and to the Federation's representative at each school site.
2. On or before ten (10) days before the end of school, the District will make a final posting of all new or vacant positions for the succeeding year. Any specific skills or teaching requirements for specific positions and the deadline for applying for the position will be included on the posting. Copies shall be sent to the Federation and to the Federation's representative at each school site.
3. Teachers may request a transfer to any of the posted openings within ten (10) days of the posting by contacting Personnel Support Services and filing a Request for Transfer form.
4. Any teacher requesting a transfer to a posted opening will be given the opportunity to interview for that opening. Outside applicants will be selected for positions only after all District employees requesting transfers have had an opportunity to interview for the position.

Voluntary Transfer Process During the Summer Break

1. After the last day of the school year and up to ten (10) calendar days before the first work day of the succeeding year, teachers may request a transfer to any school in the district by filing a Request for Transfer form. Teachers must specify their choice of schools on the form and may amend their choices of schools over the summer by notifying Personnel Support Services.
2. After the last day of the school year, the District shall develop a list of all teachers requesting a transfer and the schools for which they wish to be considered. The District shall update that list on an on-going basis. Copies will be made available to the Federation upon request.
3. Teachers will be responsible for including a summer address and phone number where they can be reached during the break.

- 1
2 4. Should any new or vacant position at a school for the succeeding school year occur
3 after the last day of the current school year, the principal shall request from the
4 District all teachers on the transfer list that requested a transfer to that school. Any
5 teacher requesting a transfer to that school will be given the opportunity to interview
6 for that opening by being contacted by mail or phone. Outside applicants will be
7 selected for positions only after all District employees requesting transfers have had
8 an opportunity to interview for the position.
9
10 5. There will be no transfers after the first work day of the new school year.

11 **Transfer Process For the Second Semester**

- 12
13 1. The District will post any new or vacant positions for second semester during the first
14 week following the winter break. Any specific skills or teaching requirements for
15 specific positions and the deadline for applying for the position will be included on
16 the posting. Copies shall be sent to the Federation and to the Federation's
17 representative at each school site.
18
19 2. Teachers may request a transfer to any of the posted openings within five (5) days
20 of the posting by contacting Personnel Support Services and filing a Request for
21 Transfer form.
22
23 3. Any teacher requesting a transfer to a posted opening will be given the opportunity
24 to interview for that opening. Outside applicants will be selected for positions only
25 after all District employees requesting transfers have had an opportunity to interview
26 for the position.

27 **General Procedures for Voluntary Transfer**

- 28
29 1. If a teacher is not accepted for a transfer, the teacher may, in writing, request the
30 reason for the decision. The teacher shall indicate whether or not he/she wants the
31 reasons stated in writing, in a personal conference or in a personal conference with
32 a representative present. The District's representative shall have the option to
33 respond in writing rather than a personal conference. The response will identify the
34 criteria upon which the selection was denied.
35
36 2. The filing of a request for transfer is without prejudice to the unit member and shall
37 not jeopardize the current assignment. Requests for a transfer need not carry the
38 recommendation of the current principal. Request Form P-89 shall be submitted
39 directly to the Personnel Office, following written notification to the current principal.
40
41 3. Selection for transfer shall include, but be not limited to, the following criteria:
42
43 (a) A California teaching credential authorizing service in the assignment requested
44 for transfer.
45 (b) Teaching experience.
46 (c) Related course work, including major or minor.
47 (d) Current performance evaluations.

1 (e) Special job-related skills or talents.

2
3 (f) No Child Left Behind compliance as “highly qualified.”

4
5 (g) District-wide Seniority: Districtwide seniority is defined as the total number of
6 years in paid status in the District. Districtwide seniority shall be applied to
7 resolve transfer decisions when two or more teachers are rated equally.

8 **INVOLUNTARY TRANSFER**

9
10 Involuntary Transfer is defined as a District initiated request for reduction of staff at any
11 work location generally caused by a decrease in student enrollment.

- 12
13 1. Qualified volunteers will be given the opportunity to be considered for transfer first.
14
15 2. Notifications of involuntary transfer shall take place as far in advance as possible.
16
17 3. Involuntary transfer shall be consistent with District needs.
18

19 **REASSIGNMENT**

20
21 Reassignment is defined as District directed change of employee work location.

- 22
23 1. In all reassignment cases, the teacher involved will be afforded the opportunity to
24 discuss the matter with the District prior to the finalization of the decision.
25
26 2. Notification shall take place as far in advance as possible.
27
28 3. Decisions regarding reassignment shall not be punitive, arbitrary or capricious.
29
30 4. Reassignment shall be consistent with District needs.
31
32 5. The final responsibility for reassignment is that of the Superintendent.
33

34 **REASSIGNED AND INVOLUNTARILY TRANSFERRED TEACHERS**

35
36 1. In order to assist teachers who have been reassigned or involuntarily transferred in
37 the process of packing and moving classroom materials and preparing a new
38 classroom, the parties agree to the following:

- 39
40 (a) The teacher may have two paid workdays to move, paid at the non-contract day
41 rate.
42
43 (b) Teachers must submit a time sheet to receive the stipend.
44
45 (c) The District and school site administration will coordinate with the teacher to
46 facilitate the process of moving.
47

48 2. This agreement is not intended for teachers in positions classified as “itinerant.”

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

SECTION VI – GRIEVANCE PROCEDURES

Section 1: Purpose

The purpose of this procedure is to facilitate efficient operation of the District by providing an orderly, agreed upon process for resolving serious disputes, if any, which arise out of the implementation of this agreement.

Section 2: Definitions

- (a) A “complaint” is an informal assertion that a provision of this agreement has been misapplied and the misapplication adversely and directly affects the complainant.
- (b) A “grievance” is a claim by an employee of an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which personally and adversely affects the employee. Other employer-employee relation matters are not within the scope of this procedure.
- (c) An “employee” is a certificated person employed by the Poway Unified School District who is covered by the terms of this agreement.
- (d) A “working day” is one of the days during which the District Office is open for business.
- (e) “Supervisor” is the administrator having immediate jurisdiction over the matter which gave rise to the grievance.
- (f) A “grievant” is an employee asserting a grievance.
- (g) A “multiple grievance” is an identical grievance filed by more than two (2) grievants at the same time. By mutual consent of the members of the entire group and District, the parties may agree to process these grievances as a single grievance. However, no more than two (2) members of the group shall represent the group.
- (h) 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 a grievance.
- (i) Time limits in this procedure may be waived by mutual agreement. Time limits would not be utilized during non-working days as defined in (d) above unless agreed to by both parties.
- (j) The Federation may file a grievance on an alleged violation, misinterpretation, misapplication of the express terms if this agreement.

1
2 **Section 3: Level I - Informal Resolution**
3

4 Every attempt will be made to resolve a grievance at the lowest level possible.
5

6 (a) Informal discussion with immediate supervisor is required by the grievant if
7 appropriate.
8

9 **Section 4: Level II - Formal Written Procedure**
10

11 (a) An employee may initiate a formal grievance by filing a completed grievance form
12 with his/her supervisor within thirty (30) days of the event giving rise to the
13 grievance, or within thirty (30) days of when the employee could reasonably have
14 known of the event. Grievance forms shall be provided by the District. Relevant
15 information obtained during Level I may be inserted. Information copies shall be
16 sent to the Assistant Superintendent, Personal Support Services. Information shall
17 include:
18

- 19 1. A description of the specific grounds of the grievance, including names, dates,
20 and places necessary for a complete understanding of the grievance.
21
- 22 2. A listing of the provisions of this agreement which are alleged to be violated.
23
- 24 3. A listing of specific actions requested of the School District which will remedy the
25 grievance.
26
- 27 4. A request for a conference with the supervisor or his/her designated
28 representative, if desired.
29

30 If the supervisor desires he/she may request a conference with the grievant. If
31 either the grievant or the supervisor requests a conference at Level II above, the
32 request must be granted. The grievant, the party in interest if any, and the
33 supervisor may request the presence of a representative at any conference
34 contemplated by this subsection (a).
35

36 (b) If requested by either party, a conference will be held within ten (10) working days
37 after receipt of the written grievance. The grievant, the party in interest, if any, and
38 the supervisor may each request the presence of a representative at any
39 conference.
40

41 (c) The supervisor or his/her representative shall render a written decision to the
42 employee within ten (10) working days after the conference with the grievant.
43 Information copies of the decision shall be sent by the supervisor to the Assistant
44 Superintendent, Personnel Support Services.
45
46
47
48
49

1 **Section 5: Level III – Appeal to the Assistant Superintendent, Personnel Support**
2 **Services**

3
4 (a) Should the proposed resolution at Level II be unsatisfactory, the grievant may, within
5 ten (10) working days after receiving the written response from the immediate
6 supervisor, appeal the decision to the Assistant Superintendent, Personnel Support
7 Services. The grievant must state the grievance in writing, describing:

- 8
9 (1) The violation or misapplication of the contract.
10
11 (2) The adverse effects upon the grievant.
12
13 (3) The specific remedy sought.
14
15 (4) The specific reasons why the resolution proposed by the supervisor is
16 unsatisfactory.

17
18 (b) The Assistant Superintendent, Personnel Support Services, upon receiving a
19 properly prepared and filed grievance, will investigate the situation and prepare a
20 proposed resolution within ten (10) working days. This proposed resolution will be in
21 writing and a copy will be sent to the grievant and the supervisor involved.
22

23 **Section 6: Level IV – Mediation**

24
25 Either party may request the services of a mediator from the State Mediation/
26 Conciliation Service to attempt to resolve the grievance prior to submission to Level V of
27 the Grievance Procedure. Such request must be made in writing within ten (10) working
28 days following the date of the proposed resolution on Level III.
29

30 **Section 7: Level V- Binding Arbitration**

31
32 (a) Initiation of Binding Arbitration

33
34 If the grievant is not satisfied with the disposition of the grievance at Level IV, or if
35 the parties do not use mediation as a means of resolving the grievance, the grievant,
36 with the written consent of the Federation, shall forward a written request for
37 arbitration to the State Mediation/Conciliation Service (San Diego Office), with a
38 copy to the Assistant Superintendent, Personnel Support Services within ten (10)
39 working days following the conclusion of Level IV mediation sessions or the
40 issuance of a proposed resolution by the Assistant Superintendent, Personnel
41 Support Services, if Level IV procedures were not utilized.
42

43 (b) Selection of Arbitrator

44
45 If the parties have not mutually agreed upon an arbitrator, the grievant and the
46 employer’s representative shall select the arbitrator from a list of five names
47 provided by the State Mediation/ Conciliation Service. Each party may, in turn, strike
48 out one name until only one name remains. Should more than one arbitrator remain
49 acceptable to the parties, the particular arbitrator will be decided by lot.

1
2 The first option of elimination shall alternate. All grievances reaching the arbitration
3 level shall be numbered. The odd numbered grievances will give the grievant first
4 right to elimination; even numbered grievances will give the employer first right to
5 elimination.

6
7 (c) Pre-hearing Procedures

8
9 All documentary evidence to be presented at the arbitration hearing shall be
10 disclosed to the opposing party at least ten (10) working days prior to the arbitration
11 hearing.

12
13 Each party shall notify the other party of the identity of witnesses to be presented
14 during the arbitration. Such notification shall occur at least ten (10) working days
15 prior to the arbitration hearing.

16
17 (d) Conduct of Hearing

18
19 The parties may mutually agree on the locale where the arbitration is to be held.

20
21 The hearing shall commence at the convenience of the arbitrator, provided however,
22 that all sessions shall occur on working days.

23
24 (e) Costs

25
26 All costs for the arbitrator, including, but not limited to, per diem, travel and
27 subsistence expenses, and the cost of any hearing room, shall be paid by the non-
28 prevailing party to the arbitration. The identity of the non-prevailing party shall be
29 determined by the arbitrator. Either party may request a transcript of the hearing.
30 The expense of such transcript shall be paid by the party requesting a transcript. All
31 other costs attendant to the arbitration will be borne by the party incurring them,
32 including, but not limited to, attorney, or other fees, duplicating costs, witness
33 subpoena fees and mileage, expert's consultation and witness fees. Release time
34 for witnesses employed by the District shall be the time of actual testimony at this
35 hearing plus a reasonable period before and after the giving of testimony at this
36 hearing. A full day release time may be given when necessary.

37
38 (f) Powers, Duties, and Limitations Upon Arbitrator

39
40 1. The arbitrator is limited to the terms of the grievance and this Agreement and
41 shall not add to, subtract from, modify, vary, or alter the terms or conditions of
42 this Agreement. The arbitrator shall limit the award strictly to the interpretation or
43 application of the express provisions of the Agreement, and the arbitrator shall
44 have no authority to interpret the provisions of local, state, or federal rules,
45 regulations, statutes, guidelines, policies, or judicial precedents unless these are
46 specifically referred to in the express provisions of the Agreement.
47

- 1 2. The arbitrator is without power or authority to make any decision which requires
2 the commission of an act prohibited by law or which is violative of or
3 contradictory to the terms of the Agreement.
4
- 5 3. The arbitrator shall not consider or hear evidence concerning the reasons or
6 causes for dismissal, suspension, or layoff. Also, the arbitrator shall not consider
7 or hear evidence concerning the reasons or cause for other discipline of unit
8 member(s) which may be outside the express provisions of this Agreement.
9
- 10 4. Any actions alleged to constitute a grievance which occurred prior to the effective
11 date of this Agreement or which occur after the expiration date of this Agreement
12 shall not be subject to nor within the scope of arbitration unless the parties
13 dispute: (1) involves facts and occurrences that arose before the expiration of the
14 agreement; (2) involves post-expired conduct that infringes on rights accrued or
15 vested under the expired agreement; or (3) involves a contractual right that,
16 under normal principles of contract interpretation, survives the expiration of the
17 agreement.
18
- 19 5. No arbitration shall occur where another administrative, judicial or legal body,
20 tribunal, agency, or forum exists which may or could have resolved the
21 allegations contained within the grievance, including, by way of example and not
22 by way of limitation, the Department of Fair Employment and Housing, the Equal
23 Employment Opportunity Commission, and a Commission in Professional
24 Competence.
25

26 (g) Form and Time of Decision
27

28 The arbitrator shall render a written award and mail that award directly to each party
29 within thirty (30) days from the close of the record or as mutually extended by the
30 parties. The written award shall set forth the arbitrator's findings of fact,
31 reasoning, and conclusions on all the questions submitted to the arbitrator.
32

33 The arbitrator may, upon written application of a party to the arbitration made not
34 later than ten (10) days after the receipt of a copy of the award, correct the award
35 because there was an evident miscalculation of figures or the award is imperfect
36 in a matter of form not affecting the merits of the controversy. The party
37 requesting correction shall mail a copy of the request to each other party, with
38 the other party possessing five (5) days from its receipt to respond. The arbitrator
39 shall possess thirty (30) days to make such corrections, if desired.
40

- 41 3. Judgment on the award rendered by the arbitrator may be entered in any federal
42 or state court having jurisdiction thereof.
43

44 **Section 8: Representation**
45

- 46 (a) At any step in this procedure, the grievant may be heard personally or may be
47 represented.
48

1 (b) The person against whom the grievance is filed, and all parties interested may be
2 represented by no more than two (2) persons of their choice at any one session.
3

4 (c) Designation of the grievant's representative and/or organization shall be in writing.
5 The designation shall be filed on the grievance form at Level II.
6

7 **Section 9: General Provisions**

8
9 (a) An employee who wishes to have a grievance heard under this procedure must
10 initiate action within thirty (30) days of when the employee could reasonably have
11 known the event.
12

13 (b) Time allowances set forth in this grievance procedure may be extended by mutual
14 consent of the grievant and the School District.
15

16 (c) Any grievance not appealed to the next step of the procedure within the prescribed
17 time limits shall be considered settled on the basis of the answer given in the
18 preceding step. If a decision is not given to the aggrieved party within the time limit,
19 an appeal may be taken to the next level.
20

21 (d) Upon request, all parties to the grievance shall make available to other parties
22 involved, all pertinent information not privileged under law in their possession or
23 control which is relevant to the issue raised by the grievance. Costs shall be borne
24 by the party or unit making the request.
25

26 (e) All grievances must begin at the lowest level at which resolution is possible and may
27 be terminated at any level by the complainant's written or oral statement.
28

29 (f) The failure of the grievant to respond to reasonable conference opportunities within
30 the time line specified herein shall terminate the grievance.
31

32 (g) By mutual consent of both parties, steps in this procedure may be omitted.
33

34 (h) The employer shall not agree to the resolution of the grievance until the Federation
35 has received a copy of the grievance and the proposed resolution and has been
36 given the opportunity to file a response.
37

38 (i) No grievance conference shall be required of the grievant other than those
39 specifically stated in this procedure.

SECTION VII – CLASS SIZE AND STAFFING

Annually, the Federation and the District will meet and agree upon a recommendation to the Superintendent for target staffing ratios for teaching staff for the next school year. Should no agreement be reached by May 15 of the current school year, the Superintendent will set the ratios. The Superintendent, or his/her designee, may approve additional staffing for schools.

The decision to maintain Kindergarten through Third-grade class size reduction and Ninth-grade class reduction is that of the Superintendent.

The Federation and the District will form a Joint Staffing Team, composed of the PFT President and his or her designee, the Associate Superintendent of Learning Support Services and the Assistant Superintendent of Personnel Support Services. The Joint Staffing Team will meet regularly to discuss and monitor class size data and make consensus recommendations on the implementation of this Section. The Associate Superintendent will be responsible for final decisions.

Unless modified as described above, K-5 schools will be staffed for teachers in the following manner:

- K-3 20:1

Individual K-3 class sizes will be maintained consistent with state funding incentive provision for Kindergarten-Third Grade Class Size Reduction.

- 4-5 28.5:1

At 4th and 5th grade, individual classes exceeding 32 students must have the approval of the Assistant Superintendent of LSS, based upon the recommendation of the principal after consultation with the affected teacher. The number of classes exceeding 32 will be reported to the Joint Staffing Team.

Unless modified as described above, 6-8 schools will be staffed for teachers in the following manner:

- 6-8 27.7:1

Teacher leaders and principals will work together to develop recommended staffing ratios for teacher loads and class size maximums and minimums to the Joint Staffing Team.

Schools will assign pupils to classes in such a manner as to, as nearly as practical, equalize the teaching load within subject discipline areas. Final master schedules with teaching class sizes and teaching loads will be reported to the Joint Transfer Team. A class enrollment minimum of 20 students is established for grades 6-8. For classes other than instrumental music and physical education, a class maximum of 36 students is established for grades 6-8 unless approved as described below. The Associate

1 Superintendent's approval is required for classes exceeding 36 or below 20, based on
2 the recommendations of the principal, the affected teacher, the Team Leader and the
3 Joint Staffing Team.

4
5 Unless modified as described above, comprehensive 9-12 schools will be staffed for
6 teachers in the following manner:

7
8 ▪ 9-12 29.5:1

9 A teacher load of 165 for five classes will be the target for staffing in all subjects with the
10 exception of Physical Education and Instrumental Music. The Associate
11 Superintendent's approval is required for teacher loads exceeding 165, based on the
12 recommendations of the principal, the affected teacher, the chair of the department and
13 the Joint Staffing Team.

14 Schools will assign pupils to classes in such a manner as to, as nearly as practical,
15 equalize the teaching load within subject discipline areas. Final master schedules with
16 teaching class sizes and teaching loads will be reported to the Joint Transfer Team. A
17 class enrollment minimum of 20 students is established for grades 9-12 at
18 comprehensive high schools, except for Class Size Reduction 9th grade classes. For
19 classes other than **instrumental** music and physical education, a class maximum of 36
20 students is established for grades 9-12, unless approved as described below. The
21 Associate Superintendent's approval is required for classes exceeding 36 or below 20
22 based on the recommendations of the principal, the affected teacher, the Team Leader
23 and the Joint Staffing Team.

24
25 Virtual Classes

26 The District may offer classes which are conducted, in part, via technology. The class
27 load for these classes will not exceed that established for other, similar courses. The
28 class will be considered a regular part of the teacher's assignment.

1 **SECTION VIII – HOURS OF EMPLOYMENT**
2

3 The work year shall be 188 working days (190 for new teachers) with no more than 180
4 teaching days as provided in the Certificated Employee Calendar. State funding of at
5 least \$270 per day per participating teacher will be necessary to maintain the work year
6 at 188 days. There shall be at least two days set aside prior to the opening of school for
7 pre-school needs. Teachers shall have the equivalent of at least one day during the pre-
8 service days for classroom preparation.

9
10 **TEACHERS NEW TO THE DISTRICT**
11

12 Teachers new to the District shall be scheduled for additional days of service (total 190
13 days). Such additional days of service shall be included in the certificated calendar. On
14 one of the above referenced additional days of service, teachers new to the District shall
15 participate in District sponsored programs. The Federation may meet and consult
16 regarding the program. The Federation shall be permitted to sponsor a luncheon for the
17 new teachers in attendance.

18
19 There shall be at least five minimum days set aside for parent conference days for
20 middle and elementary schools.

21
22 **WORKDAY**
23

24 The school based workday for teachers in the Poway Unified School District shall be
25 seven (7) hours, not including a minimum 30-minute duty-free lunch period.
26 Preparation/conference periods approximately equal to 1/5 the classroom instructional
27 time shall be provided teachers in grades 6-12.

28
29 At each elementary school, a plan shall be developed to provide protected, teacher-
30 directed preparation/conference time.

- 31
- 32 • Each teacher shall be on duty prior to the beginning of the instructional day long
33 enough for an adequate amount of time to discharge any routine or special
34 professional responsibilities or assignments and to prepare for the teaching day.
 - 35
 - 36 • Teachers shall remain on duty after the close of the school day long enough to
37 ensure a professional and adequate performance in the discharge of professional
38 responsibilities as required in the appropriate job classification description as
39 specified in Board Policy.
 - 40
 - 41 • Prior to any decision on extension of the teaching day in excess of ten (10) minutes,
42 a committee representing the Federation will meet and consult with the District in the
43 decision-making process.
 - 44
 - 45
 - 46
 - 47
 - 48
 - 49

1 **UNAUTHORIZED ABSENCE**

2
3 Unauthorized absence is defined as non-performance of those duties and
4 responsibilities assigned by the District and its representatives including all duties and
5 responsibilities as defined by the Education Code, Policies of the Board of Education,
6 the rules and regulations of the District, and the provisions of this agreement.

- 7
8 • Unauthorized absence may include, but is not limited to, refusals to provide service,
9 unauthorized use of sick leave, unauthorized use of leave benefits, non-attendance
10 at required meetings, and failing to perform supervisory functions at school-
11 sponsored activities.
12
13 • An employee is deemed to be on unauthorized absence at such time and on such
14 occasions as the employee may absent him/herself from required duties without
15 prior approval of his/her principal or immediate supervisor, except as provided for in
16 this agreement.

17
18 **HIGH SCHOOL SUPERVISION**

19
20 Site committees comprised of administration and Federation representatives will
21 examine existing supervision duties at all three high schools and place those duties into
22 two categories. The first category will be those duties that will be paid at the rate of
23 \$20.00 per activity. This category shall be no less than 45% or more than 55% of the
24 total number of supervision assignments. These duties will be open for volunteers. If the
25 number of qualified volunteers is not sufficient to cover all the supervisions, unit
26 members may be assigned those duties too and would receive the stipend.

27
28 The second category will be those non-paid duties still requiring adult supervision. The
29 assigning of these duties will be consistent with existing practices of assigning duties at
30 each school, but volunteers from parents, booster clubs and other staff will also be
31 encouraged. It is understood that volunteering as class advisors or as a sponsor of
32 clubs as specified by the site committee will fulfill a requirement for supervision. These
33 committees will meet annually.

34
35 **TEACHING BY NON-UNIT CERTIFICATED PERSONNEL**

36
37 The Federation supports classroom teaching on a regular basis by administrative and
38 other non-unit certificated employees of the District and will meet and agree when it is
39 proposed to assign such personnel on a regular basis within the area of their credentials
40 for up to one period, or its equivalent, per day.

41 **ADDITIONAL CLASSES**

42
43 Consistent with instructional needs, additional classes shall be offered to qualified part-
44 time unit employees at the site before being offered to full-time unit employees.
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Definition of an Additional Assignment Position

An "additional assignment position" is any class regularly assigned to a teacher in addition to his or her full-time teaching assignment. This position does not include high school 6 1/2 period classes.

Creation of an Additional Assignment Position

Consistent with instructional requirements, an additional assignment position will be created only when an extra class can not be staffed through the regular hiring process.

The principal, with input from the department chair concerning site needs, and with the approval of the Assistant Superintendent of Personnel may create an additional assignment position if an extra class is needed to:

1. Manage class size;
2. Balance class enrollment;
3. Create a class for which there had previously been insufficient enrollment.

Selection of a Teacher for an Additional Assignment Position

Where no qualified part-time unit employee at the site has volunteered for the position and qualified part-time unit employees off-site have been considered, an announcement for the position will be distributed through teacher mailboxes at the site.

Teachers will be selected for employment based on the following criteria which will be applied in the order listed:

1. The assignment will be voluntary.
2. The teacher must be fully credentialed in the subject area to be taught.
3. The teacher must possess reasonable expertise and successful experience in the subject area.
4. Teachers at the local site will be given priority over other teachers in the District.
5. Using the above criteria, the principal of the school will make the final choice.

Hours of Employment for an Additional Assignment Position

Teachers who teach a regularly assigned class in addition to a full-time teaching assignment shall have their school based workday extended by an amount of time equal to their preparation period.

Absence from an Additional Assignment Position

Teachers who teach a regularly assigned class in addition to a full-time teaching assignment and who have a legitimate absence from that additional assignment will have the absence treated in the same manner as the full-time absence for pay purposes. This provision does not apply to high school 6 1/2 period classes.

Shared Contracts

Based upon approval and successfully addressing the criteria detailed below, the District will authorize shared contracts for teachers. These are situations in which the shared contracts fulfill a single teaching position that is shared between two teachers, typically sharing the same students.

1. Only permanent teachers are eligible to participate in a shared contract, unless specifically approved by the Assistant Superintendent of Personnel Support Services.
2. When a full-time, permanent teacher shares a contract, he/she must request a part-time leave of absence to complement the shared contract part-time service. All leaves require Board ratification.
3. All shared contracts are expressly approved on an annual basis.
4. Except in unusual cases, there will be no 80/20 splits or less.
5. Written proposals should address the full range of duties including instruction, partner and team planning, school and grade-level meetings, school and District staff development, Back-To-School, Open House, and parent conferences. In many cases this will require double service.
6. Written proposals should address the proration of health benefits, per the PFT contract. Refer teachers to Section III – Health and Welfare Benefits.
7. Written proposals must specify the percentages of part-time and how service will be provided with times and days. The division must be instructionally sound.
8. Shared contracts should be with teachers based upon a demonstrated ability to work as a team.
9. At the kindergarten level, the proposal must be consistent with Education Code 46118.
10. Each shared contract proposal must include an acknowledgment by each teacher that upon returning to full time, they may be assigned to another assignment/school within their credential.
11. A complete shared contract proposal, submitted by June 30 of the preceding year (except in unusual situations), signed by both teachers, is forwarded to the site principal for review and recommendation and then to the Assistant Superintendent, Learning Support Services, and then to the Assistant Superintendent, Personnel Support Services for approval or disapproval. Final authority for approving or denying a shared contract proposal rests with the Deputy Superintendent.

1 **SECTION IX – SAFETY CONDITIONS OF EMPLOYMENT**
2

3 The District and the Union agree that teachers have a right to personal safety on school
4 premises or when involved in the discharge of their duties and to an environment free
5 from unnecessary disruption. It is the joint responsibility of the District and the
6 employees to provide this environment.
7

8 **Teacher Protection**
9

10 Bargaining unit employees may use reasonable means to protect themselves from
11 attack, to protect other persons or property, or to quell disturbances threatening physical
12 injury to others.
13

14 Any abuse of school personnel, assault or battery upon school personnel or any threat
15 of force or violence directed toward school personnel involved in the discharge of their
16 assigned duties shall be reported by employees to their immediate supervisor and to the
17 appropriate law enforcement authorities. Employees shall complete required reports of
18 such violations as soon as practical.
19

20 The employee’s supervisor shall report to the appropriate law enforcement authorities
21 any incident in which a school employee is attacked, assaulted, or threatened by any
22 student.
23

24 **Working Conditions**
25

26 Members of the bargaining unit shall immediately report in writing all unsafe conditions
27 to their immediate supervisor.
28

29 Any member of the unit may submit written recommendations to the immediate
30 supervisor regarding the maintenance of safe working conditions, facilities, and
31 equipment repairs and modifications, and other practices designed to ensure
32 compliance with the provisions of the School District’s fire and liability insurance. The
33 District shall investigate and advise, in writing, the Unit member of any findings and
34 suggested corrective action if any.
35

36 **Student Discipline**
37

38 A teacher may suspend, for good cause, any pupil from his/her class for the day of the
39 suspension and the day following. The teacher shall immediately report the suspension
40 to the principal or designee for appropriate action. As soon as possible, the teacher
41 shall ask the parent or guardian of the pupil to attend a parent-teacher conference
42 regarding the suspension. A school administrator shall attend the conference if the
43 parent or guardian so requests. The pupil shall not be returned to the class from which
44 he or she was suspended during the suspension without the mutual consent of the
45 teacher and supervisor.
46

47 Teachers shall be provided, consistent with safeguarding of private information, with the
48 names of pupils known to be afflicted or suffering from physical and/or emotional
49 problems as soon as it is practical in the school year.

SECTION X – EVALUATION PROCEDURES

A program of supervision and evaluation of each member of the bargaining unit, a continuous year-round process, primarily, is designed to improve classroom instruction and additionally to increase the capabilities and effectiveness of the members of the unit in the total educational endeavor.

The following procedures, satisfying legal requirements, are designed to meet the purposes stated above.

The formal evaluation procedure shall center around three major components:

- Instructional Proficiencies
- Student Performance Objectives
- Teacher Job Responsibilities

1. Teachers to be formally evaluated during the current year shall be so notified by October 1.
 - Probationary teachers shall receive a minimum of two formal evaluations a year, one prior to winter recess and one in the spring.
 - Permanent teachers shall receive a minimum of one formal evaluation every other year.
 - Permanent teachers receiving an overall unsatisfactory evaluation shall be evaluated on, at least, an annual basis, until the teacher achieves an overall satisfactory evaluation or is separated from the District.
2. Permanent teachers not notified by October 1 shall not be formally evaluated unless the teacher has been given a thirty (30) day written notice at any time during the year to institute the formal evaluation process.
3. Nothing in the procedure shall preclude any additional evaluation conferences or formal evaluations at the discretion of the evaluator. Nothing in this procedure shall preclude the evaluatee from requesting additional conferences or evaluations.
4. Annually, each teacher shall be notified prior to October 1 who his/her primary evaluator will be.
5. Final evaluation shall be delivered to the teacher no later than thirty (30) calendar days before the last day of school.

1 **PRIOR TO THE PLANNING CONFERENCE**

2
3 Each teacher shall prepare individual teacher performance objectives for the current
4 school year for review and approval by the primary evaluator.

5
6 **PLANNING CONFERENCE**

- 7
8 1. A planning conference shall be held by the evaluator not later than:
9
10 • October 15 for probationary teachers
11
12 • October 30 for tenured teachers
13
14 2. The purposes of this conference include:
15
16 • Review of the objectives, agree on evaluation criteria, and any other constraints
17
18 • Modification, if necessary, and
19
20 • Approval of the evaluation plan.
21
22 3. Methods of this evaluation shall be appropriate for each of the three major
23 components. This includes, but is not limited to, observations, products, judgment,
24 exit skills, tests, and anecdotal records.

25
26 **CLASSROOM OBSERVATIONS**

- 27
28 1. There shall be at least two formalized observations for each teacher on appropriate
29 District forms for each evaluation period.
30
31 For probationary teachers there shall be at least three formalized observations on
32 the appropriate District forms for each evaluation period.
33
34 2. All written summaries of the observations shall be delivered to the evaluatee within
35 three (3) working days following the observations, and signed by the evaluatee
36 within five (5) working days following the observation.
37
38 3. A formalized observation shall include the following:
39
40 (a) The combined time for the two formal observations for permanent teachers shall not
41 be less than 60 minutes. Formal observations may be augmented by informal
42 observations.
43
44 The combined time for the three formal observations for probationary teachers shall
45 not be less than 90 minutes. Formal observations may be augmented by informal
46 observations.
47

1 (b) A conference involving the evaluator and the evaluatee shall be held to review the
2 observation if requested, by either the evaluator or the evaluatee. Every effort will
3 be made to hold the conference within five (5) working days.
4

5 (c) The evaluatee has the right to respond to the observation in writing, and the
6 response shall be attached to the written summary of the observation.
7

8 (d) Additional observations may be provided as necessary upon the request of the
9 evaluatee.
10

11 **REMEDIATION**

12
13 1. In the event a teacher is not performing his or her duties in a satisfactory manner
14 according to the standards prescribed by the Governing Board, the evaluator shall
15 notify the teacher in writing of such fact and describe such unsatisfactory
16 performance.
17

18 2. If a need for improvement is indicated by the evaluator, such evaluator will provide
19 assistance, or see that assistance is provided, in an effort to improve the teacher's
20 performance. Other assistance deemed necessary by the evaluatee may be
21 considered as a part of the improvement process.
22

23 3. Classroom observations and/or conferences may be increased at the discretion of
24 the administration to provide the level of supervision and guidance necessary to
25 resolve the identified problem(s).
26

27 **ALTERNATIVE EVALUATION PROGRAM**

28
29 It is the intent of the parties to implement, through a side letter of agreement, an
30 alternative evaluation program which may be used in instances where permanent
31 teachers have received a minimum of five (5) years of overall satisfactory evaluations
32 and receive the endorsement of the site principal. Teachers volunteering for this
33 process will develop goals in self-chosen options. Following agreement by the primary
34 evaluator, these goals will serve as the basis for evaluation.
35

36 **PRE-EVALUATION CONFERENCE**

37
38 Prior to each final evaluation the evaluatee shall present the evaluator with previously
39 agreed upon data. This shall be completed and given to the evaluator at least one week
40 prior to the final evaluation conference.
41

42 **FORMAL EVALUATION CONFERENCE**

43
44 1. At the formal evaluation conference, the teacher shall be given the opportunity to
45 discuss the evaluation with the evaluator. This conference shall be held prior to the
46 submission of the evaluation to the personnel file.
47
48

- 1 2. The teacher shall have the right to respond in writing to the evaluation. This
2 response shall be attached to the evaluation prior to it being placed in the teacher's
3 personnel file if received within ten (10) working days after the receipt of the
4 evaluation. If received after ten (10) working days it will be added to the personnel
5 file when received by the District.
6
- 7 3. Statements to be included within the formal evaluation shall relate to job
8 performance.
9
- 10 4. The formal evaluation conference shall be held before the last day of school.

11 **OTHER**

- 14 • Evaluation procedures may be revised during the term of the agreement by mutual
15 consent of the District and the Federation.
16
- 17 • The evaluation and assessment of certificated employees' competence pursuant to
18 this section shall not include the use of publishers' norms established by
19 standardized tests.
20

21 **OTHER WRITTEN MATERIAL**

22
23 No written derogatory material shall be placed in a teacher's personnel file unless and
24 until the teacher has a reasonable time to review and comment thereon.
25

26 **COMPLAINTS**

27
28 Complaints from community members against an individual teacher which may affect
29 the evaluation of that teacher shall be referred to the principal or his/her designee. All
30 complaints so referred will also be promptly brought to the attention of the teacher
31 involved if that complaint may affect his/her evaluation.
32

33 Any complaint or allegation involving potential criminal misconduct shall be exempted
34 from the provisions of this section. Also, the wording of this section shall supersede the
35 provisions of Board Policy and District Administrative Procedure regarding the matters
36 discussed herein.
37

38 **FORMS**

39
40 Forms to be used in the evaluation of unit members are those currently in use.
41

42 Forms may be modified during the term of this agreement by mutual consent of the
43 Federation and the District. The District and the Federation shall convene a task force to
44 consider revision of the evaluation forms.
45

SECTION XI – WAGES
POWAY UNIFIED SCHOOL DISTRICT
Certificated Salary Schedule I
188 day work year-Effective July 1, 2007

Step	B BA & 29 units or less	B' * TLC	C BA & 30 Units	C' * TLC	D BA & 45 or MA	D' * TLC	E BA & 60 include MA	E' * TLC
1								
2	\$42,804	\$43,446	\$43,724	\$44,381	\$44,644	\$45,314	\$45,565	\$46,247
3	\$43,953	\$44,612	\$44,990	\$45,665	\$46,256	\$46,950	\$47,521	\$48,232
4	\$47,754	\$48,470	\$49,742	\$50,486	\$51,388	\$52,158	\$52,038	\$52,819
5	\$49,062	\$49,798	\$52,347	\$53,132	\$54,679	\$55,498	\$58,280	\$59,154
6	\$50,844	\$51,607	\$54,164	\$54,976	\$56,482	\$57,329	\$60,475	\$61,383
7	\$52,162	\$52,944	\$55,487	\$56,320	\$57,799	\$58,668	\$62,123	\$63,056
8			\$56,831	\$57,685	\$59,463	\$60,355	\$63,789	\$64,745
9			\$58,145	\$59,016	\$60,810	\$61,723	\$65,450	\$66,432
10			\$59,993	\$60,893	\$62,670	\$63,611	\$67,709	\$68,725
11					\$67,939	\$68,957	\$75,612	\$76,745
12					\$67,939	\$68,957	\$75,612	\$76,745
13					\$67,939	\$68,957	\$75,612	\$76,745
14					\$67,939	\$68,957	\$75,612	\$76,745
15					\$70,875	\$71,938	\$78,702	\$79,882
16					\$70,875	\$71,938	\$78,702	\$79,882
17					\$70,875	\$71,938	\$78,702	\$79,882
18					\$70,875	\$71,938	\$78,702	\$79,882
19					\$72,454	\$73,540	\$80,278	\$81,482
20					\$72,454	\$73,540	\$80,278	\$81,482
21					\$72,454	\$73,540	\$80,278	\$81,482
22					\$72,454	\$73,540	\$80,278	\$81,482
23					\$76,114	\$77,256	\$87,318	\$88,627

5
6 *Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.*
7 *Once attained, employee has 3 years to complete an additional 40 TLC points to remain on column.*
8

Certificated Teacher Leadership Salary Schedule II
193 day work year
Effective July 1, 2007

Step	B BA & 15 units or less	B' TLC	C BA & 30 Units	C' TLC	D BA & 45 or MA	D' TLC	E BA & 60 include MA	E' TLC
1		0	0		0		0	
2	\$43,943	\$44,602	\$44,886	\$45,560	\$45,832	\$46,519	\$46,776	\$47,479
3	\$45,122	\$45,799	\$46,185	\$46,878	\$47,485	\$48,198	\$48,783	\$49,516
4	\$49,023	\$49,758	\$51,065	\$51,830	\$52,755	\$53,547	\$53,423	\$54,223
5	\$50,367	\$51,123	\$53,738	\$54,547	\$56,133	\$56,975	\$59,831	\$60,728
6	\$52,195	\$52,978	\$55,604	\$56,437	\$57,985	\$58,854	\$62,084	\$63,014
7	\$53,550	\$54,353	\$56,965	\$57,818	\$59,337	\$60,227	\$63,777	\$64,734
8			\$58,343	\$59,220	\$61,045	\$61,960	\$65,485	\$66,467
9			\$59,691	\$60,586	\$62,427	\$63,364	\$67,190	\$68,198
10			\$61,589	\$62,512	\$64,337	\$65,303	\$69,510	\$70,552
11					\$69,746	\$70,791	\$77,623	\$78,786
12					\$69,746	\$70,791	\$77,623	\$78,786
13					\$69,746	\$70,791	\$77,623	\$78,786
14					\$69,746	\$70,791	\$77,623	\$78,786
15					\$72,759	\$73,851	\$80,794	\$82,007
16					\$72,759	\$73,851	\$80,794	\$82,007
17					\$72,759	\$73,851	\$80,794	\$82,007
18					\$72,759	\$73,851	\$80,794	\$82,007
19					\$74,381	\$75,496	\$82,414	\$83,650
20					\$74,381	\$75,496	\$82,414	\$83,650
21					\$74,381	\$75,496	\$82,414	\$83,650
22					\$74,381	\$75,496	\$82,414	\$83,650
23					\$78,139	\$79,311	\$89,640	\$90,985

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.
Once attained, employee has 3 years to complete an additional 40 TLC points to remain on column.

Certificated Teacher Leadership Salary Schedule III
200 day work year
Effective July 1, 2007

1
2
3
4
5

Step	B BA & 15 units or less	B' TLC	C BA & 30 Units	C' TLC	D BA & 45 or MA	D' TLC	E BA & 60 include MA	E' TLC
1	0		0		0		0	
2	\$45,535	\$46,218	\$46,514	\$47,212	\$47,494	\$48,207	\$48,474	\$49,201
3	\$46,759	\$47,460	\$47,862	\$48,579	\$49,208	\$49,947	\$50,554	\$51,312
4	\$50,802	\$51,564	\$52,916	\$53,710	\$54,667	\$55,487	\$55,359	\$56,191
5	\$52,193	\$52,976	\$55,690	\$56,524	\$58,169	\$59,041	\$62,000	\$62,931
6	\$54,088	\$54,899	\$57,621	\$58,485	\$60,087	\$60,989	\$64,336	\$65,301
7	\$55,490	\$56,322	\$59,029	\$59,915	\$61,490	\$62,412	\$66,089	\$67,080
8			\$60,460	\$61,367	\$63,258	\$64,207	\$67,859	\$68,877
9			\$61,855	\$62,784	\$64,692	\$65,661	\$69,628	\$70,671
10			\$63,822	\$64,779	\$66,671	\$67,672	\$72,030	\$73,111
11					\$72,274	\$73,359	\$80,438	\$81,645
12					\$72,274	\$73,359	\$80,438	\$81,645
13					\$72,274	\$73,359	\$80,438	\$81,645
14					\$72,274	\$73,359	\$80,438	\$81,645
15					\$75,399	\$76,530	\$83,726	\$84,982
16					\$75,399	\$76,530	\$83,726	\$84,982
17					\$75,399	\$76,530	\$83,726	\$84,982
18					\$75,399	\$76,530	\$83,726	\$84,982
19					\$77,077	\$78,235	\$85,402	\$86,686
20					\$77,077	\$78,235	\$85,402	\$86,686
21					\$77,077	\$78,235	\$85,402	\$86,686
22					\$77,077	\$78,235	\$85,402	\$86,686
23					\$80,972	\$82,188	\$92,892	\$94,284

6
7
8
9

*Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.
Once attained, employee has 3 years to complete an additional 40 TLC points to remain on column.*

Certificated Teacher Leadership Salary Schedule IV
205 day work year
Effective July 1, 2007

Step	B BA & 15 units or less	B' TLC	C BA & 30 Units	C' TLC	D BA & 45 or MA	D' TLC	E BA & 60 include MA	E' TLC
1	0		0		0		0	
2	\$46,674	\$47,374	\$47,677	\$48,391	\$48,682	\$49,411	\$49,685	\$50,429
3	\$47,928	\$48,647	\$49,058	\$49,794	\$50,438	\$51,195	\$51,817	\$52,596
4	\$52,072	\$52,853	\$54,239	\$55,054	\$56,035	\$56,875	\$56,744	\$57,595
5	\$53,498	\$54,300	\$57,082	\$57,938	\$59,624	\$60,518	\$63,551	\$64,504
6	\$55,440	\$56,272	\$59,062	\$59,948	\$61,590	\$62,513	\$65,945	\$66,935
7	\$56,879	\$57,732	\$60,504	\$61,413	\$63,027	\$63,972	\$67,742	\$68,759
8			\$61,972	\$62,900	\$64,842	\$65,813	\$69,556	\$70,600
9			\$63,403	\$64,353	\$66,309	\$67,303	\$71,370	\$72,439
10			\$65,417	\$66,399	\$68,338	\$69,364	\$73,830	\$74,940
11					\$74,082	\$75,192	\$82,450	\$83,686
12					\$74,082	\$75,192	\$82,450	\$83,686
13					\$74,082	\$75,192	\$82,450	\$83,686
14					\$74,082	\$75,192	\$82,450	\$83,686
15					\$77,284	\$78,443	\$85,819	\$87,105
16					\$77,284	\$78,443	\$85,819	\$87,105
17					\$77,284	\$78,443	\$85,819	\$87,105
18					\$77,284	\$78,443	\$85,819	\$87,105
19					\$79,005	\$80,190	\$87,539	\$88,852
20					\$79,005	\$80,190	\$87,539	\$88,852
21					\$79,005	\$80,190	\$87,539	\$88,852
22					\$79,005	\$80,190	\$87,539	\$88,852
23					\$82,996	\$84,242	\$95,213	\$96,642

Teaching and Learning Cooperative Columns B', C', D', E' attained after completion of 40 TLC points.
Once attained, employee has 3 years to complete an additional 40 TLC points to remain on column.

1
2
3
4

Salary Schedule – Emergency Credentials
188 Day Work Year
Effective July 1, 2007

Step	B BA & 15 units or less	C BA & 30 Units	D BA & 45 or MA	E BA & 45 or MA
1	\$39,013	\$39,835	\$39,953	\$40,806
2	\$42,153	\$43,370	\$44,488	\$45,297
3	\$43,396	\$44,917	\$46,239	\$47,413
4	\$45,512	\$47,408	\$48,977	\$49,596
5	\$46,759	\$49,892	\$52,113	\$55,545
6	\$48,456	\$51,622	\$53,833	\$57,637
7	\$49,353	\$52,884	\$55,089	\$59,207
8		\$54,166	\$56,671	\$60,795
9		\$55,416	\$58,027	\$62,379
10		\$57,177	\$59,730	\$64,530
11			\$64,751	\$72,064
12			\$64,751	\$72,064
13			\$64,751	\$72,064
14			\$67,550	\$75,008
15			\$69,052	\$76,511
16			\$71,118	\$78,964

5
6
7
8
9
10
11
12
13
14
15
16
17
18

**PFT Preschool Schedule
Effective 7/1/07**

Hourly

Step	Column A(10)	Column A(10)'	Column B(20)	Column B(20)'	Column C(30)	Column C(30)'	Column D(40)	Column D(40)'
1	\$28.12	28.54	\$28.69	\$29.12	\$29.26	\$29.70	\$29.85	\$30.30
2	\$28.69	29.12	\$29.26	\$29.70	\$29.85	\$30.30	\$30.45	\$30.91
3	\$29.26	29.70	\$29.85	\$30.30	\$30.45	\$30.91	\$31.05	\$31.52
4	\$29.85	30.30	\$30.45	\$30.91	\$31.05	\$31.52	\$31.67	\$32.15
5	\$30.45	30.91	\$31.05	\$31.52	\$31.67	\$32.15	\$32.31	\$32.79
6	\$30.45	30.30	\$31.05	\$31.52	\$31.67	\$32.15	\$32.31	\$32.79
7	\$30.45	30.91	\$31.05	\$31.52	\$31.67	\$32.15	\$32.31	\$32.79
8	\$30.45	30.91	\$31.05	\$31.52	\$31.67	\$32.15	\$32.31	\$32.79
9	\$30.45	30.91	\$31.05	\$31.52	\$31.67	\$32.15	\$32.31	\$32.79
10	\$31.97	32.45	\$32.61	\$33.10	\$33.26	\$33.76	\$33.93	\$34.44
11	\$31.97	32.45	\$32.61	\$33.10	\$33.26	\$33.76	\$33.93	\$34.44
12	\$31.97	32.45	\$32.61	\$33.10	\$33.26	\$33.76	\$33.93	\$34.44
13	\$31.97	32.45	\$32.61	\$33.10	\$33.26	\$33.76	\$33.93	\$34.44
14	\$31.97	32.45	\$32.61	\$33.10	\$33.26	\$33.76	\$33.93	\$34.44
15	\$33.57	34.07	\$34.24	\$34.75	\$34.92	\$35.44	\$35.62	\$36.15
16	\$33.57	34.07	\$34.24	\$34.75	\$34.92	\$35.44	\$35.62	\$36.15
17	\$33.57	34.07	\$34.24	\$34.75	\$34.92	\$35.44	\$35.62	\$36.15
18	\$33.57	34.07	\$34.24	\$34.75	\$34.92	\$35.44	\$35.62	\$36.15
19	\$33.57	34.07	\$34.24	\$34.75	\$34.92	\$35.44	\$35.62	\$36.15
20	\$35.25	35.78	35.95	\$36.49	\$36.67	\$37.22	\$37.41	\$37.97

Annually 188 days

Step	Column A(10)	Column A(10)'	Column B(20)	Column B(20)'	Column C(30)	Column C(30)'	Column D(40)	Column D(40)'
1	\$37,005.92	\$37,558.64	\$37,756.04	\$38,321.92	\$38,506.16	\$39,085.20	\$39,282.60	\$39,874.80
2	\$37,756.04	\$38,321.92	\$38,506.16	\$39,085.20	\$39,282.60	\$39,874.80	\$40,072.20	\$40,677.56
3	\$38,506.16	\$39,085.20	\$39,282.60	\$39,874.80	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32
4	\$39,282.60	\$39,874.80	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32	\$41,677.72	\$42,309.40
5	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32	\$41,677.72	\$42,309.40	\$42,519.96	\$43,151.64
6	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32	\$41,677.72	\$42,309.40	\$42,519.96	\$43,151.64
7	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32	\$41,677.72	\$42,309.40	\$42,519.96	\$43,151.64
8	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32	\$41,677.72	\$42,309.40	\$42,519.96	\$43,151.64
9	\$40,072.20	\$40,677.56	\$40,861.80	\$41,480.32	\$41,677.72	\$42,309.40	\$42,519.96	\$43,151.64
10	\$42,072.52	\$42,704.20	\$42,914.76	\$43,559.60	\$43,770.16	\$44,428.16	\$44,651.88	\$45,323.04
11	\$42,072.52	\$42,704.20	\$42,914.76	\$43,559.60	\$43,770.16	\$44,428.16	\$44,651.88	\$45,323.04
12	\$42,072.52	\$42,704.20	\$42,914.76	\$43,559.60	\$43,770.16	\$44,428.16	\$44,651.88	\$45,323.04
13	\$42,072.52	\$42,704.20	\$42,914.76	\$43,559.60	\$43,770.16	\$44,428.16	\$44,651.88	\$45,323.04
14	\$42,072.52	\$42,704.20	\$42,914.76	\$43,559.60	\$43,770.16	\$44,428.16	\$44,651.88	\$45,323.04
15	\$44,178.12	\$44,836.12	\$45,059.84	\$45,731.00	\$45,954.72	\$46,639.04	\$46,875.92	\$47,573.40
16	\$44,178.12	\$44,836.12	\$45,059.84	\$45,731.00	\$45,954.72	\$46,639.04	\$46,875.92	\$47,573.40
17	\$44,178.12	\$44,836.12	\$45,059.84	\$45,731.00	\$45,954.72	\$46,639.04	\$46,875.92	\$47,573.40
18	\$44,178.12	\$44,836.12	\$45,059.84	\$45,731.00	\$45,954.72	\$46,639.04	\$46,875.92	\$47,573.40
19	\$44,178.12	\$44,836.12	\$45,059.84	\$45,731.00	\$45,954.72	\$46,639.04	\$46,875.92	\$47,573.40
20	\$46,389.00	\$47,086.48	\$47,310.20	\$48,020.84	\$48,257.72	\$48,981.52	\$49,231.56	\$49,968.52

Daily

Step	Column A(10)	Column A(10)'	Column B(20)	Column B(20)'	Column C(30)	Column C(30)'	Column D(40)	Column D(40)'
1	196.84	\$199.78	\$200.83	\$203.84	\$204.82	\$207.90	\$208.95	\$212.10
2	200.83	\$203.84	\$204.82	\$207.90	\$208.95	\$212.10	\$213.15	\$216.37
3	204.82	\$207.90	\$208.95	\$212.10	\$213.15	\$216.37	\$217.35	\$220.64
4	208.95	\$212.10	\$213.15	\$216.37	\$217.35	\$220.64	\$221.69	\$225.05
5	213.15	\$216.37	\$217.35	\$220.64	\$221.69	\$225.05	\$226.17	\$229.53
6	213.15	\$216.37	\$217.35	\$220.64	\$221.69	\$225.05	\$226.17	\$229.53
7	213.15	\$216.37	\$217.35	\$220.64	\$221.69	\$225.05	\$226.17	\$229.53
8	213.15	\$216.37	\$217.35	\$220.64	\$221.69	\$225.05	\$226.17	\$229.53
9	213.15	\$216.37	\$217.35	\$220.64	\$221.69	\$225.05	\$226.17	\$229.53
10	223.79	\$227.15	\$228.27	\$231.70	\$232.82	\$236.32	\$237.51	\$241.08
11	223.79	\$227.15	\$228.27	\$231.70	\$232.82	\$236.32	\$237.51	\$241.08
12	223.79	\$227.15	\$228.27	\$231.70	\$232.82	\$236.32	\$237.51	\$241.08
13	223.79	\$227.15	\$228.27	\$231.70	\$232.82	\$236.32	\$237.51	\$241.08
14	223.79	\$227.15	\$228.27	\$231.70	\$232.82	\$236.32	\$237.51	\$241.08
15	234.99	\$238.49	\$239.68	\$243.25	\$244.44	\$248.08	\$249.34	\$253.05
16	234.99	\$238.49	\$239.68	\$243.25	\$244.44	\$248.08	\$249.34	\$253.05
17	234.99	\$238.49	\$239.68	\$243.25	\$244.44	\$248.08	\$249.34	\$253.05
18	234.99	\$238.49	\$239.68	\$243.25	\$244.44	\$248.08	\$249.34	\$253.05
19	234.99	\$238.49	\$239.68	\$243.25	\$244.44	\$248.08	\$249.34	\$253.05
20	246.75	\$250.46	\$251.65	\$255.43	\$256.69	\$260.54	\$261.87	\$265.79

1
2

Annually 214 days

Step	Column A(10)	Column A(10)'	Column B(20)	Column B(20)'	Column C(30)	Column C(30)'	Column D(40)	Column D(40)'
1	\$44,092.16	\$44,750.72	\$44,985.92	\$45,660.16	\$45,879.68	\$46,569.60	\$46,804.80	\$47,510.40
2	\$44,985.92	\$45,660.16	\$45,879.68	\$46,569.60	\$46,804.80	\$47,510.40	\$47,745.60	\$48,466.88
3	\$45,879.68	\$46,569.60	\$46,804.80	\$47,510.40	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36
4	\$46,804.80	\$47,510.40	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36	\$49,658.56	\$50,411.20
5	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36	\$49,658.56	\$50,411.20	\$50,662.08	\$51,414.72
6	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36	\$49,658.56	\$50,411.20	\$50,662.08	\$51,414.72
7	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36	\$49,658.56	\$50,411.20	\$50,662.08	\$51,414.72
8	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36	\$49,658.56	\$50,411.20	\$50,662.08	\$51,414.72
9	\$47,745.60	\$48,466.88	\$48,686.40	\$49,423.36	\$49,658.56	\$50,411.20	\$50,662.08	\$51,414.72
10	\$50,128.96	\$50,881.60	\$51,132.48	\$51,900.80	\$52,151.68	\$52,935.68	\$53,202.24	\$54,001.92
11	\$50,128.96	\$50,881.60	\$51,132.48	\$51,900.80	\$52,151.68	\$52,935.68	\$53,202.24	\$54,001.92
12	\$50,128.96	\$50,881.60	\$51,132.48	\$51,900.80	\$52,151.68	\$52,935.68	\$53,202.24	\$54,001.92
13	\$50,128.96	\$50,881.60	\$51,132.48	\$51,900.80	\$52,151.68	\$52,935.68	\$53,202.24	\$54,001.92
14	\$50,128.96	\$50,881.60	\$51,132.48	\$51,900.80	\$52,151.68	\$52,935.68	\$53,202.24	\$54,001.92
15	\$52,637.76	\$53,421.76	\$53,688.32	\$54,488.00	\$54,754.56	\$55,569.92	\$55,852.16	\$56,683.20
16	\$52,637.76	\$53,421.76	\$53,688.32	\$54,488.00	\$54,754.56	\$55,569.92	\$55,852.16	\$56,683.20
17	\$52,637.76	\$53,421.76	\$53,688.32	\$54,488.00	\$54,754.56	\$55,569.92	\$55,852.16	\$56,683.20
18	\$52,637.76	\$53,421.76	\$53,688.32	\$54,488.00	\$54,754.56	\$55,569.92	\$55,852.16	\$56,683.20
19	\$52,637.76	\$53,421.76	\$53,688.32	\$54,488.00	\$54,754.56	\$55,569.92	\$55,852.16	\$56,683.20
20	\$55,272.00	\$56,103.04	\$56,369.60	\$57,216.32	\$57,498.56	\$58,360.96	\$58,658.88	\$59,536.96

EXTRA SERVICED ASSIGNMENT PAY

Hourly ROP and Adult Education Certificated Teacher Salary Schedule
Effective July 1, 2007

Range Step	A
1	\$28.79
2	\$30.23
3	\$31.74
4	\$33.33
5	\$35.00
6	\$35.00
7	\$35.00
8	\$35.00
9	\$35.00
10	\$35.88
11	\$35.88
12	\$35.88
13	\$35.88
14	\$35.88
15	\$36.78

Step Movement – Teachers will be placed on the appropriate step using the following:

For each year of successful District teaching experience totaling 945 hours or more, teachers will advance one step on the schedule until maximums are reached. Teachers working less than 945 hours per year will be granted one step for two or more consecutive years of service in paid status that total 945 hours or more.

Initial Step Placement

Using the criteria above the service of ROP and Adult Education teachers after July 1, 2000 will be used to determine initial step placement.

1 **Hourly Rate Assignments-** Effective 7/1/06 the hourly rate shall be \$27.00 per hour.
2 Effective 9/1/06 the hourly rate shall be \$27.30 per hour.
3 Class coverage assigned by an administrator
4 Curriculum Development
5 PPDP Staff Development Presenters
6 **PPDP Staff Development Trainers on contract day, outside the workday
7 Peer Observation during coach's prep time in the approved peer-coaching program
8 Compensated Program Related tasks which are not covered under Extra Assignment
9 Schedule (i.e. SIP, Chapter I)
10 Home teachers
11 Six and half period class at the high school
12 Teaching on preparation period as a substitute (one hour minimum, in half hour
13 increments)
14 Unit members shall be given preference as home teachers. After the District has
15 advertised for unit members to serve as home tutors and an insufficient number of
16 teachers have responded the District may employ qualified non-unit members.

17
18 **Daily Rate Base**
19 Summer School Teaching (full assignment – 2/3 daily rate of the preceding year)
20 Staff Development Trainers on non–contract day (1/2 day or full day)
21 New Teacher Seminar Day (pay at B-2 rate)
22 Sixth-grade camp (\$25.00 per overnight stay)
23 Teachers who teach regularly assigned classes in addition to a full-time teaching
24 assignment will be compensated on a per diem basis. This does not apply to six and
25 one-half period classes at the high school.

26
27 **Special Daily Rate**
28 ***A stipend equal to the daily substitute rate will be paid for attendance at District
29 sponsored in-service and training activities on non-contract days. Non-district
30 sponsored activities (e.g. non-district sponsored in-service or conferences) will not be
31 supported with the stipend.

32
33 **Undefined Rates**
34 Rates of pay not specifically defined in Board Policy or in this agreement shall be
35 negotiated by the parties.

36
37 When outside agencies have an established rate of pay (e.g. Writing Project, County
38 Office of Education), the District shall pay at that rate, but not less than the negotiated
39 hourly rate.

40
41 ** PPDP Staff Development Trainers are persons who have primary responsibility for
42 planning and coordinating staff development sessions.

43
44 *** PPDP conducted on contract days, after the workday will be voluntary for
45 participants and may receive a dinner stipend.

1 INITIAL PLACEMENT FOR TEACHERS NEW TO THE DISTRICT

Less than one (1) year experience	Teachers will be placed on Step 2 in the appropriate column for which their training (units/degrees) qualifies them.
One (1) year of experience but less than two (2) years experience.	Teachers will be placed on Step 2 in the appropriate column for which their training (units/degrees) qualifies them.
Two (2) years of experience but less than three (3) years experience.	Teachers will be placed on Step 3 in the appropriate column for which their training (units/degrees) qualifies them.
Three (3) years of experience but less than four (4) years experience.	Teachers will be placed on Step 4 in the appropriate column for which their training (units/degrees) qualifies them.
Four (4) years of experience but less than five (5) years experience.	Effective 7/1/99, teachers will be placed on Step 5 in the appropriate column for which their training (units/degrees) qualifies them. Prior to 7/1/99, step 4 was the maximum entry level.
Five (5) years of experience but less than six (6) years experience.	Effective 7/1/01, teachers will be placed on Step 6 in the appropriate column for which their training (units/degrees) qualifies them.
Six (6) years or more of experience.	Effective 7/1/04, teachers will be placed on Step 7 in the appropriate column for which their training (units/degrees) qualifies them.
Six (6) years of experience but less than seven (7) years experience.	Effective 7/1/05, teachers will be placed on Step 7 in the appropriated column for which their training (units/degrees) qualifies them.
Seven (7) years or more experience.	Effective 7/01/05 maximum entry level will be no higher than Step 8 of the appropriate column for which their training (units/degrees) qualifies them.
Seven (7) years or more experience.	Effective 7/01/05 teachers will placed on Step 8 of the appropriate column for which their training (units/degrees) qualifies them.
Eight (8) years or more experience.	Effective 7/01/06 maximum entry level will be no higher than Step 9 of the appropriate column for which their training (units/degrees) qualifies them.

Nine (9) years or more experience

Effective 7/01/07 maximum entry level will be no higher than Step 10 of the appropriate column for which their training (units/degrees) qualifies them.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Movement on schedule

Class Movement: Units and degrees taken during the school year will be applied to the salary schedule for the succeeding school year. Transcripts verifying earned units/degrees must be in the Personnel Office no later than October 1st.

Step Movement: For each full year of successful teaching experience (141 or more days in full-time paid status) teachers will be able to advance one step on the schedule until maximums are reached. Career increments will be applied as teachers are qualified.

If during one school year a teacher's total service under contract is equivalent to or greater than 75% of a full-time assignment of 188 work days, then the teacher will be able to advance one step on the schedule until maximums are reached. (For service rendered after July 1, 1997.)

For two consecutive years (141 or more days) of successful teaching experience in an assignment which is greater than or equal to 50%, but less than 100% of a full-time teaching assignment, teachers will be able to advance one step on the salary schedule until maximums are reached. Career increments will be applied as teachers are qualified. (For service rendered after July 1, 1981.) Effective July 1, 1985, teachers having served in temporary and/or long term substitute status in the same assignment for periods of time equal to or greater than 139 days shall be granted step movement.

Units earned/experience credited

Hours credited and courses taken for salary advancement must have prior approval of the District. Upper division or graduate level courses taken from an accredited college or university in the State of California in the field or discipline of the teacher's assignment have blanket approval.

Each year of successful full-time teaching (141 days per year minimum under contract) in a public school verified by the previous employer(s)

Each year of successful full-time teaching experience (141 days per year minimum under contract) in an accredited private school verified by the previous employer(s).

Earned Doctorate

Earned Ph.D. or Ed.D degree from an institution accredited by the appropriate required accrediting association will be paid an annual stipend of \$1,000.

1 **National Board Certification**

2
3 Beginning July 1, 1999, certification from the National Board for Professional Teaching
4 Standards will be compensated at \$1,000 per year from the second year of certification
5 until expiration.

6
7 **Speech Pathologist**

8 Full-time Speech Pathologists will receive an annual stipend of \$1,000 and may be
9 reimbursed to submitted certification and license fees paid beyond basic credential, not
10 to exceed \$500 annually.

11
12 **Extra Service Assignment Pay**

13
14 Teacher Service Assignment and Extracurricular Service Assignments are those
15 defined in Board Policy Article 4.2, Section 4.212 and 4.213. For the 2006-07
16 school year, stipends for those assignments will be computed using a base of \$28,645.

17
18 **Teachers New to the District (See Section VIII)**

19
20 New teachers shall be compensated for such additional day of service at a daily rate for
21 Step B2 of the salary schedule.

22
23 Other teachers who are required to attend the above referenced District-sponsored
24 activities shall be compensated at the daily rate for Step B2 of the salary schedule.

1 **SECTION XII – RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**
2

3 The Employer shall make available to the Exclusive Representative copies of the
4 agenda and a Board folder of each Board of Education meeting at the same time that
5 they are completed for distribution. Privileged materials and other documents not
6 subject to disclosure under the Public Records Act shall not be made available to the
7 Exclusive Representative. The Exclusive Representative shall be entitled to one official
8 representative at all Board meetings; however, anyone shall be permitted to speak in
9 accordance with Board Policy.

10
11 Copies of minutes of Board of Education meetings shall be made available to the
12 Exclusive Representatives at the time they are approved by the Board.

13
14 At the close of each pay period, the District shall provide the Exclusive Representative
15 with a list of all unit members who are newly employed or terminated, and regular
16 classroom teachers who have had a change of work location.

17
18 Unit Building Committee – The District agrees that at each school the principal shall be
19 encouraged to meet at least once a month with the Unit Building Committee at a
20 reasonable time, for the purpose of discussing matters of mutual concern. Each unit
21 Building Committee shall consist of no more than five (5) teachers at the school and
22 shall be chosen by the site teachers.

23
24 Representatives of the Unit designated by the Exclusive Representative, not to exceed
25 five (5) members, and the Employer shall meet on a mutually agreed upon date, place,
26 and time, upon request by either party, for the purpose of reviewing the administration
27 of the Agreement and to review any mutual concerns. Additional participants may be
28 included when needed; however, no more than two (2) such resource persons shall
29 attend any meeting without mutual consent of the parties. These meetings are not
30 intended to bypass the grievance procedure and shall not constitute an invitation to
31 continuously renegotiate the provisions of the Agreement. Both parties may submit
32 agenda items they wish to discuss at these meetings. These meetings shall take place
33 at the District level.

34
35 The Exclusive Representation shall appoint a Budget Committee of at least three (3)
36 members whose purpose is to meet with the Assistant Superintendent Business
37 Support Services as appropriate. The purpose of this committee is to be familiar with
38 the budget and budget process each year. Budget printouts and other budget material
39 will be made available to the Exclusive Representative.

40
41 The Exclusive Representative will be eligible to select three (3) members of the District
42 Insurance Committee.

43
44 A committee composed of representatives of the Exclusive Representative and
45 administration representatives will develop the Certificated Calendar for
46 recommendation to the Superintendent and the Board of Education. No later than
47 December 1 of each year of the contract, the parties will develop and agree to a
48 certificated calendar for the succeeding year.

1 The Exclusive Representative may hold group meetings at individual school sites during
2 the workday. Such meetings shall not exceed four (4) meetings per school year at each
3 school site. Such meetings may not commence earlier than fifteen (15) minutes
4 following the completion of the instructional day nor adjourn later than ten (10) minutes
5 prior to the beginning of the instructional day. Meeting dates, time, and places shall be
6 subject to the mutual agreement of the building representative and the site principal. In
7 instances where a group meeting follows the staff meeting at a particular school site,
8 the group meeting may not commence until at least five (5) minutes following
9 completion of the staff meeting. If more than one school staff is invited to attend a group
10 meeting, each such additional staff shall be deemed to have held a meeting under this
11 section. It is the responsibility of the Exclusive Representative to monitor meetings
12 times and ensure compliance with the provisions of this section.

13
14 **ORGANIZATIONAL LEAVE**
15 Annually, the Exclusive Representative will be provided a total of two (2) days of
16 Organizational Leave to release Unit Members to participate in state or national
17 organizational events. This will be without loss of compensation to the unit member and
18 without reimbursement by the Exclusive Representative.

19
20 **DISTRICTWIDE COMMITTEES**
21
22 The Federation may designate a representative to participate on Districtwide
23 committees to which teachers are appointed.

24
25 **ORGANIZATIONAL SECURITY**
26
27 The District will fulfill its obligations under the Government Code relative to the “fair
28 share” provisions for Organizational Security.

29
30 PFT shall provide the District with the dues amount payable for each member of the
31 organization and, as applicable and in accordance with applicable law, the fair share
32 service fee amount.

33
34 PFT shall provide the District with names of any individuals who qualify for religious
35 objection status. Employees who qualify for religious objection may indicate to which of
36 the following nonreligious, non-labor organizations the District is to direct an amount
37 equal to the fair share service fee:

- 38
39 1. United Way
40 2. _____*
41 3. _____*

42 * To be determined as necessary.
43
44 As the United Way is a qualified organization per Section 501 (C) (3) of Title 26 of the
45 Internal Revenue Code, the individual employee’s monthly pay warrants showing an
46 appropriate deduction for that organization shall satisfy the requirements of the law that
47 proof of such payments be made on an annual basis to the public school employer as a
48 continued exemption from the requirement of financial support to the recognized
49 employee organization.

SECTION XIII – EARLY RETIREMENT

The District will provide an early retirement incentive program for the members of the Unit. After ten years of full-time satisfactory service in the District and having reached the minimum age of fifty-five (55) as of the close of the school year during which application is submitted, an employee would become eligible for consideration for inclusion in the following program.

EARLY RETIREMENT INCENTIVE – INDEPENDENT CONTRACTOR

This plan permits eligible unit members to retire under the State Teachers' Retirement System and then be reemployed by the District as an independent contractor for not more than 120 days in any fiscal year, for a period not exceeding five (5) years or age sixty-five (65), whichever occurs first, subject to the following conditions:

1. The unit member shall have provided a minimum of ten (10) years of full-time satisfactory service in the District and shall have reached a minimum age of fifty-five (55) as of the close of the school year during which application is received.
2. In order to be eligible for the plan, the unit member must resign from the School District.
3. Persons employed under this plan shall be designated as Independent Contractors to the School District.
4. Annual compensation under this plan shall not exceed the maximum allowable under STRS. Employees who serve as short- and long-term substitutes under this plan shall be subject to District regulations and pay rates relative to substituting as a short-term or long-term teacher.
5. The per diem received by employees involved in this plan shall not exceed the highest daily rate which such employee received during his/her tenure with the District.
6. A contract shall be signed indicating the maximum annual salary the employee may receive for each year. Once an employee has entered into this program, he/she may terminate participation at the end of any contract year, but shall not have the option of reentering employment with the District.
7. Retirees serving under this plan shall receive medical insurance benefits (major medical).
8. The final determination as to which certificated employees will participate in this program in any one year and the form of the part-time employment shall be at the discretion of the District.
9. Annual renewal of the contract is discretionary with the Board of Education.

1 10. The maximum number of participants on this program in any one year shall not
2 exceed four. Nothing shall preclude the Board from approving participation in excess
3 of four.
4

5 **EXAMPLES OF SERVICES WHICH TEACHERS MAY PROVIDE UNDER THIS PLAN**

6
7 Following is a listing of examples of services which teachers may provide under this
8 plan. Services may include, but are not limited to:
9

- 10 1. Demonstration teaching
- 11
- 12 2. Staff development, development of in-service training programs, and presentations.
- 13
- 14 3. Assistance in testing and follow-up analysis, including the preparation of reports.
- 15
- 16 4. Compiling test data
- 17
- 18 5. Assistance in orientation and programs for teachers new to the District.
- 19
- 20 6. Updating curriculum and writing new supplementary instructional materials.
- 21
- 22 7. Substitute teaching, serving as replacement for regular teachers as needed and at
23 the discretion of the District.
24

25 Application shall be made to the Assistant Superintendent, Personnel Support Services
26 no later than February 1 of the school year preceding the year of the employee's
27 entrance into the program. Entrance into the program shall be at the beginning of the
28 fall semester.
29

SECTION XIV – CONDITIONS OF AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

The District and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Negotiation process. Therefore, it is agreed that the District and the Federation will support this agreement, for its term. It is further agreed that the Federation will assume responsibility for monitoring the overt activities of the members of the bargaining unit as they affect the management and/or operation of the District.

Except as provided in this Agreement, no member of this Unit nor any member of the Board of Education, the Superintendent, or designee, shall seek change or improvement in any provision of this Agreement for the life of this Agreement. Further, it is recognized that in the absence of specific provisions in this Agreement, all other matters are discretionary to the District to the extent that they are not contrary to or inconsistent with the specific provisions in this Agreement or State law. The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.

In the event that any provision of this Agreement is or shall at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

It is agreed and understood that there will be no strike or concerted activity to interfere with the operation of the District by the Federation or any its officers, agents, or members of the Unit during the term of this Agreement.

There shall be signed copies of the final Agreement for the purpose of record for the Federation and the District.

Within one (1) month of the ratification of this Agreement by both parties, the District agrees to have printed in an appropriate format a sufficient quantity as determined by the Federation. The union will have responsibility for such distribution.