



**SAN MARCOS**

UNIFIED SCHOOL DISTRICT

engaging students...**inspiring futures**

# **Master Contract**

**San Marcos Unified School District**

**and the**

**San Marcos Educators Association  
CTA/NEA**

**July 1, 2022  
through  
June 30, 2024**

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

- A. The Articles and provisions contained herein constitute a bilateral and binding Agreement by and between the San Marcos Unified School District, hereinafter referred to as the "District" and the San Marcos Educators' Association/California Teachers Association/National Education Association, an employee organization hereinafter referred to as the "Association."
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- C. With the exception of those provisions that identify an effective date after the date of this agreement or a sunset date, this Agreement shall remain in full force and effect from July 1, 2022 until June 30, 2024.

**ARTICLE II: RECOGNITION**

The Board recognizes the Association for the purposes of meeting and negotiating, pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, as the exclusive representative of a unit consisting of employees recognized by the District at its regular Board meeting of May 20, 1976.

**ARTICLE III: EMPLOYEE RIGHTS**

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

**ARTICLE IV: ASSOCIATION RIGHTS**

- A. The Association shall have the right to use buildings and facilities without charge subject to conditions governing North County Regional Education Center usage.
- B. The Association shall have the right to use available school equipment normally accessible for use by unit members, with reasonable cost reimbursable to the District.
- C. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. Space shall be provided in each school in an area frequented by unit members.
- D. The Association shall have the right to use institutional mailboxes and other means of communication, subject to reasonable regulation.
- E. The Association shall have the right of reasonable access to unit members subject to the following:
  - 1. The Association shall provide the District with the names of representatives authorized to discuss Association business.
  - 2. Association representatives shall report to the principal or designee upon initial entrance on site to provide information on length, place, and purpose of visit.
  - 3. Association business shall be conducted at times not to interfere with regular teaching duties and obligations.
- F. Names, addresses, and telephone numbers of all District unit members as provided to District for release shall be provided without cost to the Association no later than October 1<sup>st</sup> of each school year.
- G. The Association shall be provided two (2) copies of the Board Agenda with non-confidential supportive materials at the same time these materials are provided to Board members.
- H. The Association has the right to consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
- I. The District shall not discriminate against any unit member on the basis of membership in an employee organization or participation in the activities of an employee organization.
- J. The District shall provide notice to the Association President of when the annual New Teacher Orientation has been scheduled no later than thirty (30) days prior to this event. The Association shall be granted up to sixty (60) minutes during this event to meet with the newly hired bargaining unit members in attendance. The District shall provide any bargaining unit members hired after this event a recorded message furnished by the Association. Any costs associated with the production and/or distribution of this recorded message shall be borne exclusively by the Association. Within thirty (30) days of their hire, the District shall provide the contact information of each newly hired bargaining unit member to the Association, except as otherwise required by Government Code sections 3555-3559 or other pertinent law. This provision is entered into pursuant to

AB 119 and is comprehensive of the Association's right to attend and participate in new employee orientations for Certificated employees

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

#### **ARTICLE V: DISTRICT RIGHTS**

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

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

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

#### **ARTICLE VI: NEGOTIATION PROCEDURES**

- A. After January 1<sup>st</sup> of the year in which this Agreement expires, the Association may present to the District a proposed successor agreement. The District agrees to meet and negotiate with the Association over a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement. Such negotiations may, at the request of either party, include any matters covered by this Agreement or any matters not so covered which are legally permissible subjects of negotiations. Any agreement so negotiated will be reduced to writing and signed by the District and the Association. During negotiations, the District and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The District will provide the Association, within five (5) working days of receipt of written request to the Superintendent, with public information (records, data, worksheets) and budgetary materials which may be relevant to negotiations or processing grievances.
- B. Either party may utilize the services of outside consultants and/or resource persons and may call upon them to assist in the negotiations. As a courtesy, the party utilizing these services should notify the other party twenty-four (24) hours prior to the meetings.
- C. The District and the Association may designate representatives to meet and negotiate. Agreements reached by representatives shall be subject to ratification by the Board and the Association.
- D. Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that meetings shall be held within five (5) working days from receipt of a written request.
- E. The Association and District shall designate not more than eight (8) representatives who shall have the right to receive reasonable periods of released time without loss of compensation when

meeting and negotiating or to attend impasse proceedings. Guidelines established by the Public Employment Relations Board will be followed regarding the amount of released time granted the Association for the purpose of meeting and negotiating subsequent contracts.

- F. The District, upon request of the Association to the Superintendent, shall furnish the Association with public information that is relevant to the Association's role as the exclusive bargaining representative. The information requested shall be provided within five (5) working days of receipt of the written request. Information shall include county and state-required reports, copies of budget reports and other public information.
- G. Not later than November 1<sup>st</sup>, the District shall furnish the Association with the placement of unit members on the respective salary schedules as of October 1.

#### **ARTICLE VII: DEFINITIONS**

For the purpose of this Agreement the following definitions shall be used:

- A. "Board" refers to the duly elected Governing Board of the San Marcos Unified School District.
- B. "District" refers to the Board and its management team.
- C. "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- D. "Teacher" refers to any certificated employee who has classroom supervision of pupils.
- E. "Immediate Supervisor" refers to the building principal or administrator having immediate jurisdiction over the unit member.
- F. "Superintendent" refers to the chief administrator of the District or the Superintendent's designee.
- G. "Physician" refers to a person duly authorized to treat diseases and lawfully engaged in the practice of medicine.
- H. "Days" means school days during which students are required to be in attendance.
- I. "Contractual Day" means any day scheduled by the District and utilized by the unit member to fulfill a contract.
- J. "Scope of Representation" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean health and welfare benefits as defined by Government Code Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security and procedures for processing grievances.
- K. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other within five (5) working days of receipt of written request with public information (records, data, worksheets) and budgetary materials which may be relevant to negotiations within scope of representation and also the duty to meet and negotiate as provided by Section 3543.7 of the Educational Employment Relations Act.
- L. "Paid Leave of Absence" means that a unit member shall be entitled (a) to receive wages and all fringe benefits, (b) to return to a certificated position (unless prohibited by the Education Code), and (c) to receive credit for annual salary increments provided during the employee's leave.
- M. "Unpaid Leave of Absence" means that a unit member shall be entitled (a) to return to a certificated position (unless prohibited by Education Code), (b) to receive all benefits by paying the required premiums.
- N. "Immediate Family" is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse/domestic partner of the employee; and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- O. "Daily Rate of Pay" is defined as \$237.87 per day
- P. "The Professional Growth Committee" shall be composed of four (4) members. Two (2) members shall be appointed by the Association and two (2) members appointed by the District. The Professional Growth Committee shall make recommendations for approval or disapproval of Sabbatical Leaves and credit for salary purposes for college and university training.
- Q. "Per Diem Rate" means the unit member's annual contract salary divided by the number of contractual days.

#### **ARTICLE VIII: WORK YEAR**

The work year for all first-year unit members will be 184 contractual days except for those unit members that work 194 contractual days as specified in Article X, Section 7 (E), with an additional 37 ½ hours of in-service training to be completed in the first two years of their employment. The work year for all unit members, other than first year employees, will be 184 contractual days, except for those unit members

that work 194 contractual days, as specified in Article X, Section 7(E).

#### **ARTICLE IX: HOURS**

- A. During a regular school day, the hours of service shall be rendered as follows. A work day is a unit of seven and one-half (7 1/2) hours of school-based service per day inclusive of a minimum of a thirty (30) minute duty-free lunch plus a minimum of a five (5) minute pass period and at the K-5 level, a duty-free a.m. recess period. Such hours of service shall be directed by the unit member's immediate supervisor. The parties agree that pursuant to applicable state and federal laws, board policy and administrative procedure and this Agreement, site administrators are responsible for the safe and efficient management of the schools to which they are assigned. All adjunct duties will be assigned as equitably as possible.
- B. Faculty meetings shall not normally exceed one (1) per month. An additional faculty meeting may be scheduled due to unforeseen and unexpected circumstances (e.g., a natural disaster, urgent school matter, etc.), as determined by the site administrator.
- C. On the last day of the week or the day before a holiday, a unit member may arrange with the immediate supervisor to leave after the safe dismissal of the last class of the day. Approval shall be granted if the unit member has no previously assigned adjunct duties and the unit member has changed the beginning time to provide for seven and one-half (7 1/2) hours of school-based service on the day.
- D. Both parties agree to this provision in a good faith effort to develop mutually agreeable practices relating to hours.
- E. Preparation Time
  - 1. The elementary school unit members shall receive 200 minutes of preparation time during physical education per ten work day period. The number of holidays, minimum days, and parent conferences are factors in calculating the total number of minutes available for preparation time.
  - 2. Each middle school unit member shall have one preparation period for each 5 teaching periods
  - 3. Each high school unit member shall have one preparation period for each 5 teaching periods.
- F. Structured Teacher Collaboration Time (STCT)
  - 1. STCT refers to the one hour of early release time scheduled on Wednesdays at elementary and middle schools, as well as the late start Tuesday for high schools, grades 9-12. This time is designed to provide teachers regularly scheduled opportunities to collaborate in order to address the school's priorities and goals. The priorities and goals may originate at the District, school, and/or grade/department levels.
  - 2. Each Principal is to meet with the site's Leadership Team to develop school goals for the year. The goals should be based on the analysis of site-specific data. STCT days are to be planned by the Principal and the Leadership Team and those plans are to be communicated to the teaching staff. Agenda topics are to be aligned with the schools goals and agendas are to be communicated to the Principal by the Leadership Team representatives on the day prior to the STCT meeting. Upon request, a written summary of the meeting is to be provided to the Principal on the day following each STCT meeting.
  - 3. Collaboration activities may include: full staff meetings, staff inservice training, data analysis and the development of action plans, instructional techniques and material collaboration, professional development including book studies, collaborative lesson planning, development of common assessments, and any other activities that would help a site reach its goals.
- G. TK-5<sup>th</sup> Grade Release Days  
Transitional Kindergarten through 5<sup>th</sup> grade teachers shall receive six (6) early release days, to be determined by Site Leadership Teams and to be scheduled during an STCT day, for use as preparation.
- H. Special Education Assessments
  - 1. Secondary Special Education teachers shall receive one (1) additional preparation period for the purposes of conducting student assessments, facilitating IEP meetings, and for the performance of other Special Education duties. No Special Education teacher shall receive more than two (2) preparation periods.
  - 2. Elementary Special Education teachers shall receive up to eight (8) release days for the purposes of conducting student assessments, facilitating IEP meetings, and for the performance

of other Special Education duties. The number of, and scheduling of, these days shall be mutually agreed upon with the site administration and unit member.

- I. The Teacher Prep days (Non-Student Days) reflected on the SMUSD Student/Teacher Calendar shall include a combination of District/Site led preparation activities and teacher led preparation time. The District/Site led preparation activities shall not exceed a cumulative total seven (7) hours during the course of three (3) days.

The District/Site led preparation activities to be performed over the course of these three (3) days shall be determined by District/Site Administration. Those activities can include, but are not limited to, individual and group meetings and/or professional development activities facilitated and/or scheduled by District/Site Administration. A reasonable effort shall be made to designate the third Teacher Prep Day as a day reserved solely for use as teacher led preparation time.

In addition to the District/Site led preparation activities, teacher led preparation time shall be provided at each school site during the course of these three (3) days. The duties performed during the teacher led preparation time shall be determined by the individual teacher, shall be consistent with the duties typically performed during the contractual allocation of preparation time, and shall be performed at the school site. Nothing in this article shall discourage a Leadership Team, Department, Grade Level, or individual teacher from choosing to schedule individual or group meetings during the teacher led preparation time during the course of these three (3) days.

- J. The District and the Association agree to form three Joint Task Forces (Elementary, TK-8, and Secondary) to study the assignment of adjunct duties being equitable across the District.

#### **ARTICLE X: SALARY**

- A. Effective July 1, 2022, the Certificated Salary Schedule shall be increased by 5.25%
- B. Effective July 1, 2023, the Certificated Salary Schedule shall be increased by 4.00%.

##### **Section 1: Payment**

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

##### **Section 2: Placement on Schedule**

- A. Employees new to the District shall be allowed salary schedule placement credit for up to ten (10) years of previous experience with a maximum salary schedule entry placement of step eleven (11), provided that such prior service shall meet all of the following criteria enumerated.
  - 1. The previous service was rendered for at least seventy-five percent (75%) of the school year, on the basis of a full-time contract.
  - 2. The previous service was rendered after the confirmation of a Bachelor's Degree.
  - 3. The previous service was rendered in a public or private school system within the United States of America, or in dependent schools maintained for American overseas dependents. Employee shall have maintained a valid credential during this service.
  - 4. The previous service was rendered in a position comparable to the initial District assignment.
  - 5. The previous service was rendered at a level of satisfactory or better performance, as judged by the employee's evaluator.
- B. Each July 1, an employee shall be appropriately placed within the District compensation plan in accordance with District approved professional work experience. In order to qualify for any salary schedule step advancement provisions, an employee's service shall meet both of the following criteria:
  - 1. The prior year's service was rendered under (full-time) contract for at least seventy-five percent (75%) of the school year.
  - 2. The prior year's service was rendered at a level of satisfactory or better performance as provided in the annual evaluation appraisal completed by the immediate supervisor. If an unsatisfactory evaluation is to be given, the employee shall receive notice ninety (90) days prior to the receipt of the notification of intent to dismiss. In the event dismissal is dropped or unsuccessful, the increment shall be granted.

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

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

- A. Credit for salary purposes cannot be given for any course work taken without the written approval of the Professional Growth Committee.
- B. The employee shall submit by March 1 a District Reclassification Form to the Human Resources and Development Department expressing the intent to change salary columns.
- C. Except as provided herein, in order to receive salary schedule credit, an employee must present an official transcript or documented grade report.
- D. The unit requirement for each salary column is stated in semester hours of credit, quarter-hour credits shall be computed into semester hours by multiplying quarter units by 2/3.
- E. For salary schedule purposes, only semester units, as described herein, earned after the confirmation of the Bachelor's Degree shall be credited.
- F. Units to be applied for current year salary schedule credit shall:
  - 1. Be completed prior to the start of a school year; and
  - 2. Be verified in Human Resources and Development with official transcripts by November 1 of the current school year.
- G. Credit shall not be granted for any course in which less than a "C" grade (or "pass" if a pass/fail grading system is used by a college) is earned by the employee.
- H. All units and degrees shall be earned from institutions accredited by the American Association of Schools and Colleges, or regional affiliate.
- I. A major field of preparation shall be defined as twenty-four (24) semester hours; a minor field of study shall be defined as twenty (20) semester hours.
- J. Upper division or graduate courses that may be credited:
  - 1. A subject directly related to the employee's present or proposed assignment.
  - 2. A subject directly related to an employee's major or minor field of preparation.
  - 3. A subject directly related to, or required for, an advanced degree in professional education or the employee's assignment or major or minor fields of preparation.
  - 4. A subject required by a California credential, evaluation or renewal.
  - 5. A subject commonly taught in the elementary schools by an employee in a self-contained classroom program.
  - 6. Courses in an additional major or minor field of preparation by an employee in a departmentalized classroom program (see K.3 below).
- K. Lower division courses that may be credited:
  - 1. Courses required by a California credential, evaluation or renewal.
  - 2. A course, not previously taken, that is offered by a teacher training institution and which is directly related to an employee's assignment.
  - 3. Courses required as a foundation for the acquiring of an additional major or minor field of preparation related to the employee's assignment – such lower division courses to be credited only when the requirements of a full minor preparation have been met.
- L. Repeat credit may be granted for a course taken at a teacher training institution in which:
  - 1. The content field has recently undergone substantial change;
  - 2. An updating of employee training is desirable.

**Section 4: Incorrect Salary Placement**

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

**Section 5: Employee Travel**

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

**Section 6: Daily Hourly Pay Rates\*** (effective July 1, 2022)

Daily Pay Rate - \$237.87

Hourly Pay Rate - \$46.95

**Hourly Classifications:**

Adult Education Teacher  
Intra School Substitute  
Home Teaching  
Summer School Positions  
CTI Support Providers



The amount of time teachers are paid shall include a minimum of fifteen (15) minutes prior to and fifteen (15) minutes after instructional time (before and after school).

\*The daily and hourly pay rate will be adjusted annually by the same annual percentage adjustment applied to the Certificated Salary Schedule.

**Section 7: Extra Pay**

- A. Unit members serving in extra duty assignments, established by the District, shall continue to be paid in accordance with their placement on the current annual Certificated Salary Schedule, plus an amount in accordance with their placement on the “Extra Pay for Extra Duty Salary Schedule” for the specific category assignment.
- B. Any new coaching or extra duty positions that may be established during the duration of this Agreement by the District shall have the compensation rate established by the District within the level of structure contained in this Agreement.
- C. Extra Pay for Extra Duty Salary Schedule

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

**Extended Athletic Season**

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

- 10% of annual coaching pay/week for the varsity coaches and junior varsity coach(es) of the following full teams: (Volleyball, Softball, Field Hockey, Basketball, Football, Baseball, Soccer, Lacrosse, Water Polo and Cheer).
- 7.5% of annual coaching pay/week for the varsity coaches and junior varsity coach(es) of the following individual sports: (Golf, Tennis, Swimming, Wrestling, Cross-Country, Track).

**Placement on Schedule**

1. All percentages are based on Column 1 Step 1 of the current annual Certificated Salary Schedule.
2. Prior to assignment to these positions, job descriptions will be provided to prospective appointees.
3. A maximum of five (5) years of experience for schedule placement purposes shall be granted for experience outside the District.
4. A maximum of five (5) years experience will be granted for new coaching extra pay assignments if the employee has accrued five (5) or more years of experience in another sport.

D. Extra Pay for Extra Duty

**High School**

<b><u>Sport/Activity</u></b>	<b><u>Position</u></b>	<b><u>Stipend</u></b>
Academic League	Varsity Academic League	C
	JV Academic League	C
	Frosh Academic League	C
Band	Band Director	AA
	Band Assistant	B
	(if enrollment >60+)	

**High School (continued)**

<b><u>Sport/Activity</u></b>	<b><u>Position</u></b>	<b><u>Stipend</u></b>
Band (continued)	Performance Band (Spring)	C
Baseball	Head Varsity	AA
	Assistant Varsity	B
	JV	B
	Frosh	C
Basketball	Head Varsity (Boys)	A
	Head Varsity (Girls)	A
	Assistant Varsity (Boys)	B
	Assistant Varsity (Girls)	B
	JV (Boys)	B
	JV (Girls)	B
	Frosh (Boys)	C
	Frosh (Girls)	C
Beach Volleyball	Varsity (Boys)	B
	Varsity (Girls)	B
	JV (Boys)	C
	JV (Girls)	C
Cheer	Varsity (Fall and Winter)	B
	JV (Fall and Winter)	B
Competitive Cheer	Competitive Cheer	B
Choral Director	Choral Director	B
Cross Country	Varsity (Boys)	B
	Varsity (Girls)	B
	Assistant Varsity	B
Dance Productions	Dance Productions	B
Dance Team	Varsity (Fall and Winter)	B
	JV (Fall and Winter)	B
Drama	Drama (Fall and Spring)	B
	Assistant Drama (Fall and Spring)	C
Field Hockey	Head Varsity	B
	Assistant Varsity	C
	JV	C
Football	Head Varsity	AA
	Assistant Head Varsity	A
	Assistant Varsity	B
	Assistant Varsity	B
	Assistant Varsity	B
	Head JV	B
	Head Frosh	B

**High School (continued)**

<u>Sport/Activity</u>	<u>Position</u>	<u>Stipend</u>
Football (continued)	Assistant JV	B
	Assistant Frosh	C
Golf	Head Varsity (Boys)	B
	Head Varsity (Girls)	B
	JV (Boys)	C
	JV (Girls)	C
Journalism	Journalism	B
Lacrosse	Varsity (Boys)	B
	Varsity (Girls)	B
	Assistant Varsity (Boys)	C
	Assistant Varsity (Girls)	C
	JV (Boys)	C
	JV (Girls)	C
Pageantry/Color Guard	Pageantry (Fall and Winter)	B
Robotics	Robotics	B
Soccer	Head Varsity (Boys)	A
	Head Varsity (Girls)	A
	Assistant Varsity (Boys)	B
	Assistant Varsity (Girls)	B
	JV (Boys)	B
	JV (Girls)	B
	Frosh (Boys)	C
	Frosh (Girls)	C
Softball	Head Varsity	A
	Assistant Varsity	B
	JV	B
	Frosh	C
Speech & Debate	Speech & Debate	B
Swimming	Head Varsity (Boys)	B
	Head Varsity (Girls)	B
	Assistant	C
Television/Media	Television/Media	B
Tennis	Head Varsity (Boys)	B
	Head Varsity (Girls)	B
	JV (Boys)	C
	JV (Girls)	C
Track	Head Varsity (Boys)	A
	Head Varsity (Girls)	A

**High School (continued)**

<u>Sport/Activity</u>	<u>Position</u>	<u>Stipend</u>
Track (continued)	Assistant Varsity (Boys)	B
	Assistant Varsity (Girls)	B
	JV (Boys)	C
	JV (Girls)	C
Volleyball	Head Varsity (Boys)	B
	Head Varsity (Girls)	B
	Assistant Varsity (Boys)	C
	Assistant Varsity (Girls)	C
	JV (Boys)	C
	JV (Girls)	C
	Head Frosh (Boys)	C
	Head Frosh (Girls)	C
Water Polo	Head Varsity (Boys)	B
	JV/Assistant Varsity (Boys)	C
	Head Varsity (Girls)	B
	JV/Assistant Varsity (Girls)	C
Wrestling	Head Varsity (Boys)	A
	Head Varsity (Girls)	A
	JV (Boys)	B
	JV (Girls)	B
	Frosh (Boys)	C
	Frosh (Girls)	C
Yearbook	Yearbook	A

**Middle School**

<u>Sport/Activity</u>	<u>Position</u>	<u>Stipend</u>
Athletics	Athletic Coordinator	B
Athletics	District Athletic Coordinator	B
Band	Band Director	B
Basketball	Head Coach Grades (Girls) 6/7	D
	Head Coach Grade (Girls) 8	D
	Assistant Coach (Girls)	E
	Head Coach (Boys) 6/7	D
	Head Coach (Boys) 8	D
	Assistant Coach (Boys)	E
Cross Country	Head Coach	D
	Head Coach	D
	Assistant Coach	E
Flag Football	Head Coach 6/7	D
	Head Coach 8	D
	Assistant Coach	E

**Middle School (continued)**

<u>Sport/Activity</u>	<u>Position</u>	<u>Stipend</u>
Soccer	Head Coach (Boys)	D
	Assistant Coach (Boys)	E
	Head Coach (Girls)	D
	Assistant Coach (Girls)	E
Softball	Head Coach	D
Tennis	Head Coach	D
Track	Head Coach	D
	Head Coach	D
	Assistant Coach	E
Volleyball	Head Coach 6/7	D
	Head Coach 8	D
ASB Advisor	ASB Advisor	D
Yearbook Advisor	Yearbook Advisor	D

Payment for other extra duty service assignments listed in Section 7 of this Article shall be made in accordance with county payroll procedures on the first applicable pay date following the completion of the season/performance.

- E. Student Service Extra Responsibility Pay Schedule
- Counselors, Psychologists, Supplementary Education Resources Teachers, Speech and Language Specialists, Bilingual Resource Teachers, EL Coordinators, Social Workers, and Nurses – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/194 days work year.
  - High School Athletic Directors and ASB Advisor – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/teacher work year.  
The Middle School ASB Advisors will be paid in accordance with the Extra Pay for Extra Duty stipend schedule (Column D)
  - Upon prior approval by the site administrator and the Assistant Superintendent of Human Resources, Counselors, Speech and Language Specialists, and Psychologists may request to work additional days beyond their regular contractual work year.
  - Projects Coordinator – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/194 days work year.
  - ROP/VOC/CTE Ed Coordinator – 7 1/2 hour/day (no conference period). 15% differential above placement on schedule/194 days work year.

- F. Extra Pay for Extra Responsibility  
Extra Pay for Extra Responsibility stipends as of July 1, 2022\*:

	AA	A	B	C
	\$3,949	\$3,742	\$3,050	\$2,340
Grades 6-12: # of department sections	46+	31-45	16-30	1-15
K-5: # of Classes	10+	7-9	4-6	1-3

\*Stipends will be adjusted annually by the same percentage adjustment applied to the Certificated salary Schedule

\*Unit members shall be compensated by the number of class sections in the department. High School and Grades 6 – 8 Department Chairpersons who qualify for the AA stipend may elect to receive the stipend or an additional non-teaching period to conduct Department business. No Department Chairpersons shall receive more than 2 non-teaching periods.

- High School Department Chairpersons – Column AA, A, B, or C
- Grades 6 – 8 Department Chairpersons – Column AA, A, B, or C

3. High School Lead Counselor – Column C
4. Lead Social Worker – Column C
5. High School and Grades 6 – 8 Department Chairpersons shall serve on a voluntary basis and shall be elected by a simple majority vote by the members of their department. Each member of the department shall be given one vote to cast.

Extra-Curricular Pay for K-5

For purposes of evaluation and assessment of certificated personnel, any adjunct duties shall be provided for in an agreement with the teacher and the District, and such assigned duties or responsibilities shall have a weight factor appropriate to their nature as determined by the District.

Elementary Grade Level Leaders shall serve on a voluntary basis and shall be elected by a simple majority vote by the members of their grade level. Elementary Grade Level Leaders shall serve one-year terms. Elementary Grade Level Leaders include one leader of each grade level, one special education leader, and one special program leader (for example, a bargaining unit member assigned to teach music, STEAM, PE, or intervention) at each elementary school

Stipends for Extra Responsibility described in Section F shall be paid in addition to normal monthly salary over ten (10) months, September through June.

G. Other Pay

1. Future Farmers of America Advisor/Agriculture Teacher – Unit member year plus thirty-eight (38) days at per diem rate. Such additional days to be mutually arranged with the immediate supervisor.
2. Certificated staff retiring from the District, shall be paid for substitute teaching at the substitute per diem rate plus an additional \$15/per day.

H. No unit member shall be assigned extra-curricular duties without a background for that duty. An extra-curricular assignment shall not be disciplinary, arbitrary, capricious, discriminatory, or without just cause.

I. Assignments of extra-duty shall be accompanied by a written description of the duties and responsibilities. In the event the unit member desires the use of the grievance procedure, the grievance time limits shall be reduced to expedite resolution. Paid extra-duty assignments shall not be a required condition of continued employment.

J. A grade 6-12 teacher who is assigned one or more teaching periods in addition to those scheduled in the standard seven and one-half hour workday shall be paid at the daily rate of one-fifth of the unit member's per diem placement on the Certificated Salary Schedule in effect at the time for such extra period.

K. Class Coverage Compensation

1. Elementary Class Division Compensations

In the event an elementary site does not have enough substitute teachers to cover all unfilled vacancies for a day, and a grade level class needs to be equally divided up among the remaining grade level teachers, each teacher that receives students shall be compensated the substitute teacher daily rate divided equally amongst all teachers who receive students. For example, if four teachers receive students from another class, those four teachers will divide the substitute teacher daily rate equally between them.

2. Secondary Period Coverage

A unit member may be requested to provide coverage during their preparation period. The site administration, or their designee, shall first seek volunteers for such assignments, and shall make a reasonable effort to distribute assignments equitably. The unit member shall be compensated at the hourly rate.

L. The District and Association agree to form two Joint Task Forces for the purposes of recommending revisions to the Elementary Grade Level Leader and Secondary Department Chairperson Job Description to more accurately capture the site based instructional focus of these positions.

**ARTICLE XI: EMPLOYEE BENEFITS**

The District and the Association are committed to maintaining a quality health and welfare program. The parties agree to a good faith effort and commitment to maintain a program, which is comprehensive and cost effective. Subject to the provisions of this article, the District shall, for the duration of this agreement, provide health care benefits for eligible employees as specified within the master insurance contract between the District and the respective insurance carriers.

- A. Health Benefits Committee  
 The District and Association recognize the impact of escalating health insurance premiums. In an effort to analyze, understand, and reduce the escalation of these costs, an Insurance Committee shall meet on a regular basis.
1. The responsibility of the Insurance Committee is to review the cost trends in the District's carriers, program structure, and benefit plans.
  2. The Insurance Committee shall have the authority to analyze how the current carriers, program structures, and benefit plans are impacting costs, to explore options which may reduce costs or rates of increase in costs, and to make recommendations to the District regarding potential adjustments. This Committee is an advisory body only. All relevant information requested by the Committee that pertains to the Committee's responsibility shall be provided within a reasonable time frame and shared with the Committee.
- B. Eligibility  
 Eligibility for district provided benefits will commence on the 1<sup>st</sup> day of the succeeding month after the first day of service for new benefit eligible unit members.
- C. Eligibility for Part-time Employees  
 Part-time employees (50%-99%) are eligible for District-provided health, dental, vision, and life insurance plans up to the District Maximum Contribution. Part-time employees may elect the District provided PPO plan and pay the amount over the prorated share of the District Maximum Contribution based on the percent of their contract. A unit member does not lose the benefit of Section L if during the ten (10) year service requirement they are employed under a job share agreement. Additionally, the member does not lose the benefit of Section L if while employed under a job share agreement he/she does not participate in the District's employee benefit plan. Job share teachers must select one of the following two benefit options:
1. Job share bargaining unit members shall pay the amount over 50% of the District Maximum Contribution for all benefits received. Each bargaining unit member shall have a choice between the District HMO, Kaiser or PPO plans.
  2. The job share partners, upon mutual agreement, may elect to assign all of the District benefit options to one of the job share partners. Those job share partners choosing this option must provide proof of health coverage to the Human Resources prior to approval of the job share.
- D. Health Benefits Cap  
 For each eligible employee, the District shall make a monthly contribution toward the purchase of medical benefits, dental benefits, vision care benefits and life insurance benefits, as described in this Article. There shall be no change to the District-provided medical plans available to eligible employees, except by mutual agreement of SMEA and the District or as required herein. If there is an increase to the health benefit premium rates, SMEA and the District may restructure the District-provided health benefit plan and/or change plan administrators, by mutual agreement, to achieve cost savings. Cost greater than that of the District benefit cap shall be the responsibility of the employee. The District will deduct employee contributions required herein on a monthly basis from employee pay warrants and will make available a Flexible Spending Account (Section 125) to allow employees to make such contributions on a pre-tax basis.
- Effective January 1, 2023, the annual Benefits Cap shall be tiered in the following manner:  
 Single - \$8,836  
 Two-Party - \$16,061  
 Family - \$22,067
- Effective January 1, 2024, the annual Benefits Cap shall be tiered in the following manner:  
 Single - \$9,013  
 Two-Party - \$16,382  
 Family - \$22,508
- In the event that the cost of the Kaiser plan rates increase more than 3.5% from the 2023 rates, the parties shall enter into a limited reopener bargaining over Article XI: Employee Benefits, Letter D, no later than September 15, 2023. In no event shall the reopener bargaining decrease the District's contribution for 2024 from amounts delineated above.
- E. Dual Coverage Exclusion  
 Employees and Retirees with Dual Coverage must elect to either receive VEBA medical insurance coverage by virtue of their own employment/retirement status (as a "Subscriber") or through their spouse or registered domestic partner (as a "Dependent"), such that one

spouse/registered domestic partner, foregoes VEBA medical insurance benefits as a Subscriber. An Employee/Retiree with "Dual Coverage" is defined as an individual who is eligible for coverage under a VEBA medical insurance plan both as a Subscriber (District Employee or Retiree) and as a Dependent (spouse or registered domestic partner of a benefited District Employee or Retiree). This option out of Dual Coverage ("Exclusion") is applicable beginning March 1, 2009 and shall be available only while authorized by VEBA with no cost to the District.

1. Employees who are covered as a dependent under his/her spouse or domestic partner will receive a \$1,500 stipend annually. The stipend will be paid in equal monthly increments and will continue as long as the employee is covered as a dependent. The stipend does not apply to retirees who were not receiving that stipend on June 30, 2022.
2. In the event the Subscriber Employee/Retiree loses eligibility for coverage, or the Dependent Employee/Retiree ceases to be eligible as Dependent due to divorce from, or death of, the Subscriber Employee/Retiree, the Dependent Employee/Retiree will be allowed to become a Subscriber, provide such Dependent Employee/Retiree continues to be eligible for medical insurance coverage under this Agreement. Participation in this Dual Coverage Exclusion is optional for the Subscriber Employee/Retiree.

F. Benefits When Employment Terminates

The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate, including without limitation, by resignation, dismissal, non-reelection and non-renewal or should a unit member go on an approved unpaid leave, all benefits will cease at the end of the month of termination or when the unpaid leave of absence begins. If the District subsequently notifies the employee of its intent to re-employ him/her for the following year, the coverage will continue until October 1. Employees terminated shall have the right to continue coverage, at their expense, under the terms and conditions of federal law (COBRA) and state law (AB 528). Should the unit member be laid off due to reduction in force, his/her coverage will continue until October 1<sup>st</sup>.

G. Benefits During Leaves of Absences

All benefits shall continue for those unit members who are on a paid leave of absence. The premiums shall be paid by the District.

All unit members who are on a Board-approved, unpaid leave of absence shall have the right to continue coverage, at their expense, under the terms and conditions of federal (COBRA) and state law (AB 528). Premium, payments must be received by the Benefits Coordinator in the District Office no later than the first day of the month in which the coverage is in effect.

H. Vision Insurance

The District shall provide vision insurance for all eligible employees at no cost to the employee.

I. Life Insurance

The District life insurance benefit will be \$50,000 group term life for all eligible employees (50% - 100%) at no cost to the employee. The plan allows unit members to purchase additional amounts of coverage.

J. Dental Benefits

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

The District's Delta Dental Premier Plan maximum is \$1,000 per person, per calendar year. The District's Delta Dental Premier Plan Orthodontia coverage is \$500 per child, per lifetime. The Delta Dental Premier Plan has been closed to new enrollments since 2005.

K. Medical Examinations and Tests

All District required medical examinations and test relating to employment for new unit members shall be paid for by the District.

The District shall notify all unit members at least thirty (30) days prior to the expiration of required TB examinations.

L. Retiree Benefits

For employees hired prior to June 30, 2007, the Board shall provide health insurance premiums for any benefited unit member retiring after reach age 55 (and in our employ at the time) through the month prior to the month when the unit member reaches age 65, provided said unit member has served ten (10) consecutive years of service in the District prior to retirement.



The District shall provide the retiring employee who qualified for benefits under the provisions of the paragraph above, annual medical insurance coverage for both unit member and spouse/domestic partner from any District-provided health insurance plan that is being offered to active bargaining unit members, subject to the same annual Benefit Cap and contribution required of employees set forth in paragraph D above. Spousal/domestic partner coverage for post-retirement medical insurance benefits will terminate when the spouse/domestic partner reaches 65 years of age, regardless of the employee's age.

The retiring employee hired prior to July 1, 1996, and aged 65 years or older, shall elect annual medical insurance coverage from one of the following district-provided options:

1. For those eligible for Medicare "A" coverage the District will provide Medicare "B" plus Medicare Supplemental premium.
2. For those not eligible for Medicare, the District will provide Medicare "A", Medicare "B", plus a Medicare Supplement premium.

## **ARTICLE XII: GRIEVANCE PROCEDURE**

### **A. Definitions**

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

### **B.**

1. The bargaining unit member who fails to comply with the established time limits will forfeit all rights to the application of the grievance procedure.
2. The District shall comply with the established time limits or the grievance shall progress to the next level of the grievance process when the grievance is filed by a unit member, without the involvement of the Association. If the grievance is filed by the Association, and the District does not comply with the established time limit, the grievance remedy sought shall be granted.
3. The time limits may be extended by mutual agreement between the Association and the District.

### **C. Informal Process**

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

### **D. Formal Process**

#### **Level 1**

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

#### **Level 2**

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

#### **Level 3**

The District and the Association may, by mutual consent, within the ten (10) days for appeal to Level 3, submit the grievance to mediation in an attempt to informally

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

#### Level 4

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

#### E. Miscellaneous

1. If, in the mutual judgment of the Association and the District, a grievance affects a group or class of unit members, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level 2.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association. If the Superintendent agrees to waive Level 1, the processing of such grievance will be commenced at Level 2.
3. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the Grievant and the President of the Association. Time limits for appeal provided in each level shall begin the school day following receipt of the written decision.
4. When it is necessary for a member of the Association or other representative designated by the Association to attend a grievance meeting or hearing during the school day, the representative will, upon notice to the Superintendent by the President of the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any unit member whose appearance in such meetings or hearings as a witness is necessary will be accorded the same right.

5. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
6. If any question arises as to the arbitrability of the grievance, such question will be ruled up- on by the arbitrator before the arbitrator rules upon the merits of the grievance.

**ARTICLE XIII: CLASS SIZE**

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

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

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

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

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

After the initial TK-3 staffing ratio of 24:1 has been established during the first 15 instructional days of the school year, the parties agree to grant the District the flexibility to staff TK-3 classrooms on a site based

average of 25:1 for the remainder of each school year. This constitutes a collectively bargained alternative ratio within the meaning of Education Code § 42238.02(d)(3)(B), (C), and (D).

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

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

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

**ARTICLE XIV: TEACHER SAFETY**

- A. Unit members shall immediately report to the Principal or immediate supervisor cases of assault suffered by them in connection with their employment. The Supervisor shall immediately report the incident to the police.
  1. Such notification shall be immediately forwarded to the Superintendent or designee who shall comply with any reasonable request from the unit member for information in the possession of the Superintendent or designee relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, the police, and the courts.
- B. If a criminal or civil proceeding is brought against a unit member as a result of a unit member's reasonable action while performing within the scope of the unit member's duties, such unit member shall receive such protection as is provided under the terms of

the District's liability insurance policy.

- C. As used in this Article, "within the scope of the unit member's employment" shall include any approved voluntary activities (such as a field trip) which involve student personnel.
- D. Working conditions for all personnel:
  - 1. Facilities, grounds, machinery, and equipment should, for the safety and well being of all unit members, meet CAL-OSHA requirements.
  - 2. Unit members shall not be required to work under unsafe conditions, or to perform tasks which endanger their health, safety, or well being.
- E. Damage or loss of personal instructional property occurring in the scope of the unit member's employment shall be compensated if the employee has met District requirements for reporting the use of equipment and completed the required forms. Coverage shall be secondary to any personal unit member's coverage presently in effect. District liability under this section shall be limited to one hundred-fifty dollars (\$150) per fiscal year per unit member.
- F. The working conditions of unit members may sometimes require exposure to situations that could result in mental or physical impairment to the unit member. The District recognizes that the potential for problems occurs most often in supervision of extra-curricular activities after normal school hours. The site administrator shall take reasonable precaution to schedule those extra-curricular assignments involving potential problems in such a manner as to minimize the potential for conflict that could place the unit member in jeopardy of bodily harm, mental impairment, or damage or theft to personal property.
- G. The District shall institute the following procedures to minimize problems arising from cases such as assault, theft, or vandalism against the unit member:
  - 1. Provide immediate supportive action including legal services to the unit member.
  - 2. Provide released time for all meetings held during the workday.
  - 3. Provide compensation at the annual hourly rate for unit members required to be in attendance at hearings outside of the workday where the unit member is not a participant because of a charge of misconduct by the Board.
  - 4. If hearings are held after the workday, the District shall consult with the unit members involved to seek mutual agreement on a time and place for the meeting. If mutual agreement cannot be reached, forty-eight (48) hours notice shall be given to unit members required to be in attendance.
- H. The District and Association agree to participate in a Site Safety Team in order to stay current on safety protocols for all District Locations. The requirements of the Site Safety Team shall include the Following:
  - 1. The Site Safety Team will meet no less than twice per school year.
  - 2. The Site Safety Team will include no more than two (2) members from each school site, and at least two (2) members from the District.
  - 3. The District and Association will collaborate on communication after each Site Safety Team meeting.
  - 4. The District members will meet with the member(s) from each school site no less than twice per year to discuss site safety concerns, gather information, and provide any relevant and allowable updates regarding the work being completed by the District Safety Team.

#### **ARTICLE XV: TRANSFERS**

- A. The Superintendent may transfer a unit member from one school to another within the District given the unit member's possession of the required credential for the new assignment. The primary criteria for transfers are the welfare of the students. The secondary criteria are the welfare of the unit member.
- B. Any unit member wishing to transfer to another school or work location for the following year shall notify Human Resources, on a District provided Transfer Request Form, of the desire to transfer. All transfer opportunities shall be posted on the District website and updated on a weekly basis from April 1<sup>st</sup> through June 30<sup>th</sup>. Unit members shall receive an informal interview, if a vacancy exists, for each requested transfer made prior to April 1<sup>st</sup>. Any unit member applying for a vacancy that did not request a transfer by April 1<sup>st</sup> shall be interviewed in the regular candidate pool. Only one interview per site will occur annually unless otherwise agreed upon by site administration and the unit member.
  - 1. The District administration shall notify all Principals and immediate supervisors of all transfer requests.

2. Any unit member may apply for any announced vacancy, whether or not a transfer request is on file.
  3. All unit members who have indicated an interest in being considered for a vacancy shall be referred to the Principal or immediate supervisor for an interview if the unit member possesses the proper credentials authorizing service in the assignment.
  4. The District shall consider the following criteria in taking action on these transfer requests:
    - a. Applicant Seniority
    - b. Diversity guidelines that may be adopted by the District
    - c. Specific District or program needs
    - d. Permanent employees
    - e. Probationary employees
    - f. Other applicants
  5. All applicants shall be notified by Human Resources and Development of the disposition of their application.
  6. All applications for transfer are with prejudice to the unit member and shall not jeopardize existing assignments.
- C. The District administration may originate a transfer. The reason(s) for transfer will be discussed with the individual unit member. A conference with the Principal of the school to which the transfer is being made will be arranged if desired by the unit member.
- D. Transfers shall not be arbitrary or capricious in nature.
- E. Any unit member involuntarily transferred from any site shall, upon request, be given first consideration for any vacant position at the former site for which the unit member qualifies. First consideration shall be defined as inclusion in the first round of interviews being conducted for purposes of filling the vacant position. In the event the unit member is not selected for the vacancy, the process shall include, upon request of the unit member, a conference with the site administrator for purposes of sharing the rationale for said unit member not being selected.
- Any unit member subject to an involuntary transfer shall be provided a minimum of five (5) days advance notice, unless circumstances prevent such notice (e.g., an immediate transfer necessitated by an unforeseen decline in enrollment), in which case the unit member shall be given notice as soon as possible. In no case shall a unit member be provided less than two (2) days advance notice. Upon request of the unit member, a conference with a site or District administrator shall be scheduled for the purposes of sharing the rationale for the involuntary transfer. This conference will be scheduled with a site and/or District administrator, at the discretion of the District.
- F. A unit member that is being transferred voluntarily or involuntarily to another site shall receive up to two (2) days additional compensation, at the daily rate, for the purpose of relocating their materials and establishing their new learning environment. The number of, and scheduling of, these days shall be mutually agreed upon with the site administration and unit member.
- G. A unit member that is being reassigned to another classroom, grade level, or department shall receive up to two (2) days of additional compensation, at the daily rate, for the purposes of relocating their materials and establishing their new learning environment. The number of, and scheduling of, these days shall be mutually agreed upon with the site administration and unit member.

## **ARTICLE XVI: LEAVES**

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

employee's position classification without restrictions or detriment to the unit member's physical and emotional wellbeing.

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

B. **Illness and Injury**

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

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

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

1. At the beginning of pregnancy disability leave, the unit member shall receive three (3) weeks (15 workdays) of paid leave during the contracted work year and this leave will not be deducted from the unit member's sick leave balance.
2. After the three (3) weeks of paid pregnancy disability leave, (paid pregnancy/disability leave of absence), sick leave benefits are in effect the same as for other paid leaves.
3. This leave is only available during the contracted work year when the unit member is on leave for pregnancy related disability.
4. This paid pregnancy disability leave will run concurrent with any paid pregnancy disability leave currently offered and/or enacted in the future.
5. The employee may use any leaves that the member is entitled to after completion of the paid pregnancy disability leave.
6. When a unit member has exhausted all available sick leave and continues to be absent, he/she may receive up to twelve (12) school weeks paid leave. The compensation of the unit member shall be reduced by the rate of pay for a substitute employee in that classifications (sub-differential rate), regardless if a substitute is employed.
7. If a unit member requests maternity/paternity leave, but has not exhausted all available sick leave, he/she shall use sick leave for maternity/paternity leave purposes. However, the 12-weeks of paid maternity/paternity leave period shall only be available to unit members who exhaust all sick leave before or during the 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of maternity/paternity leave. When a unit member does not wish to exhaust his/her

leave, he/she may request up to 12 school weeks of unpaid leave for child bonding purposes.

8. If a unit member has exhausted the 12-week period of maternity/paternity leave paid at the sub-differential rate and requests to continue his/her maternity/paternity leave, he/she may receive an additional unpaid leave of absence, which in combination with the 12-week leave, shall not exceed one (1) year. If a unit member does not meet the eligibility requirements for the 12 weeks of sub-differential pay, he/she may receive unpaid maternity/paternity leave for up to one (1) year.
9. When a unit member requests maternity/paternity leave for the adoption or foster care placement of a child, he/she shall notify the District of their intention to take such leave at least thirty (30) days in advance.
10. The beginning dates of such leaves shall normally be established to coincide with normal breaks in the school year or at the end of the disability leave related to the unit member's pregnancy. The normal ending date of such leaves shall coincide with the end of the first semester or on June 30<sup>th</sup> of the school year in which requested.
11. Intent to Return – The employee shall notify the District sixty (60) days prior to the ending date of the leave of the intent to return to service. (See Illness and Injury Leave for related leave provisions for maternity disability.)

D. **Industrial Accident and Illness Leave**

1. A unit member, upon the first day of service, shall be entitled to an industrial accident or industrial illness leave of absence, not to exceed sixty (60) working days in any one (1) fiscal year for the same accident.
2. An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one (1) workday for each day of authorized absence. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same continuing illness or injury.
3. A unit member absent from duties as a result of an industrial accident or illness shall be paid such portion of the salary due the unit member for any month in which the absence occurs as when added to the unit member's temporary disability indemnity will result in a payment to the unit member of not more than the unit member's full salary. The District shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
4. Upon termination of the industrial accident or illness leave, a unit member shall be entitled to the sick leave benefits provided and for the purpose of this section, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the unit member continues to receive temporary disability indemnity, the unit member is entitled to take as much of the accumulated sick leave which when added to the unit member's temporary disability indemnity will result in payment to the unit member of not more than the unit member's full salary.
5. A unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Governing Board.
6. Allowable industrial accident and illness leave shall not be accumulated from year to year.
7. When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office or the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this Agreement shall be provided by the School District. The benefits provided in this leave are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as a result of an industrial accident or illness.
8. A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to the unit member's position classification with or without restrictions, or without detriment to the unit member's physical and emotional well-being.

E. **Personal Necessity**

1. A maximum of seven (7) days during each school year of personal necessity leave

may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

2. The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
  - a. Death or serious illness of a member of the unit member's immediate family.
  - b. Accident, involving the unit member's personal property, or the person or property of a member of the unit member's immediate family.
3. Any such leave granted for death of a member of the immediate family would be in addition to normal bereavement leave.
4. Except for the cases listed in Section E-2 of this Article, the unit member must receive advance permission to have leave charged to sick leave by submitting a letter requesting such action to the Superintendent through the unit member's principal or immediate supervisor. In the event of a situation where it is not possible to obtain advance permission, the unit member may contact the unit member's principal or immediate supervisor and explain the absence. Based upon a subsequent letter from the unit member, submitted as soon as possible to Human Resources and Development, permission may or may not be approved for charging the leave to sick leave.
5. The unit member must provide proof of the personal necessity by explaining the facts that would justify a finding of necessity. This could be done in the letter requesting advance permission or in a separate letter. The determination, by the Superintendent, of whether it is a personal necessity shall be based on the criteria of Section E-1 (above), except that the reasons given in Section E-2 (above) already have been established as personal necessity.
6. In all cases where a unit member needs to be absent from the unit member's job, the unit member should see that Human Resources and Development or immediate supervisor is notified so that a substitute may be hired, if necessary.

F. **Personal Leave**

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

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

G. **Bereavement Leave**

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

H. **Sabbatical Leave**

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

1. Purposes:

Sabbatical leave of absence may be granted for the purpose of professional study and/or approved travel. The purpose of sabbatical leave is to stimulate the professional growth of the unit member by:

  - a. Inspiring creativity.
  - b. Increasing enthusiasm.
  - c. Adding concrete experience to subject matter.
  - d. Improving the unit member's morale.
  - e. Bringing new developments in the unit member's field into the District school program.
2. Requirements:
  - a. When applications are made for study purposes, the applicant shall complete one of the following:
    - (1) An outline of the planned program for each semester which consists of not less than twelve (12) units of undergraduate study, or eight (8)



- units of graduate study; or
    - (2) An objective or purpose for research and a plan to be used in researching.
  - b. When application is made for travel and observation, the applicant shall submit a written program for approval, such program indicating specific values to be derived for the District and the unit member from travel.
- 3. Eligibility:
 

As a condition precedent to the submission of a request for sabbatical leave, a certificated unit member shall meet the following criteria:

  - a. Shall have rendered seven (7) full time consecutive contract years of service in the District;
  - b. Shall agree to render at least two (2) consecutive years of service to the District after the unit member returns from sabbatical leave;
  - c. Shall validate the tentative application at the earliest time possible upon acceptance by the agency providing the scholarship, fellowship, or exchange teacher opportunity.
- 4. Compensation:
  - a. While on sabbatical leave, properly authorized by the District, the unit member shall receive fifty percent (50%) of the salary the unit member would have received during the period of leave if the unit member had continued in the unit member's regular position during such a period. In addition, the unit member may earn an amount that does not exceed the equivalent of the sum the unit member receives for the sabbatical salary. Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be collected in the usual manner.

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

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

- 5. Report on Activities While on Leave:
 

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

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

The ratio of unit members granted sabbatical leaves shall be no more than two percent (2%) of the certificated personnel of the District in the year the sabbatical leave is approved.
- 7. Length of Leave:
  - a. A sabbatical leave shall be granted for a period of one (1) full semester or one (1) full school year.
  - b. Upon return, the unit member shall be assigned in accordance with the District assignment policy.
- 8. Procedure:
  - a. Applications for sabbatical leave are obtained from, and submitted to, Human Resources and Development by January 31 of the year prior to the school year for which the leave is to be effective.
  - b. A recommendation for approval or disapproval by the Professional Growth Committee shall be determined by application of the committee's priority ranking and consideration of any recommendations submitted by the applicant's

- principal, department head, or District department chairperson.
- c. The Professional Growth Committee submits their recommendation and rationale to the Superintendent for transmittal to the Board.
- d. The Board takes action to approve or disapprove.
- e. Human Resources and Development notifies the applicant of the Board's decision.

I. **Educational Grant Leave**

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

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

J. **Jury Duty**

A unit member shall be entitled to as many days of paid leave as are necessary for jury du- ty.

1. Pay for jury duty, excluding mileage allowance, shall be reimbursed to the District.
2. A request for exemption from jury duty shall be made through a letter from the unit member's immediate supervisor upon written request of the unit member. Unit members desirous of serving on jury duty when called upon should notify their immediate supervisor in writing. This notification will be forwarded to Human Resources and Development.

K. **Subpoena Leave of Absence**

1. Subpoena leave is provided when a unit member is absent because of a mandatory court appearance as a witness, not a litigant, in response to a subpoena duly served. A unit member shall suffer no monetary loss by reason of this service, but shall receive that portion of salary which represents the difference between fees paid by the court, or by the party requiring the appearance, and regular salary.
2. A copy of the subpoena or a certificate of the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the payroll office.

L. **Leave for Conference Attendance**

The Superintendent, with the approval of the Board, may authorize attendance of the unit members at selected professional seminars, workshops, and conferences designed for staff improvement, and the Board may authorize expenses so incurred.

1. Attendance Approval Procedures
  - a. All requests by unit members to attend conferences at which school or district funds are expended must be approved by the Board.
  - b. The individual requesting approval to attend a seminar, conference or work- shop at school or District expense must submit a written request to the unit member's school principal or immediate supervisor. The principal or immediate supervisor shall review the request and, if approved, submit the request to the Instructional Services Department. The request shall be submitted in sufficient time to allow consideration prior to the event.
2. Transportation and Lodging
  - a. The most economical and reasonable mode of transportation should be used at all times and expenses should be kept at a minimum.
  - b. Whenever available, District vehicles rather than personal vehicles should be used for transportation. Requests for the use of District vehicles are made through the District Office.
  - c. When two (2) or more unit members attend the same conference, an attempt should be made to coordinate and share the transportation.

- d. Lodging should be as economical and reasonable as possible and for the unit member only.
- 3. Required Receipts for Expense Claims
  - a. Unit members who attend conferences at school or District expense are to be reminded by the principal that they will expend their own funds for expenses and then be reimbursed after submitting two (2) copies of a claim form. They must attach the receipts listed below in order to be reimbursed for expenses incurred:
    - (1) Lodging and meals
    - (2) Conference Registration Fees (does not include membership in the organization)
    - (3) Public travel conveyance, (i.e., bus, train, air flight)

M. **Long Term Leave**

A unit member may request a leave without pay for personal reasons. Such leaves may be granted for a period of one (1) year. The beginning dates of such leaves shall normally be established to coincide with normal breaks in the school year. The normal ending date of such leaves shall coincide with the end of the semester (for non-year-round schools) or the beginning or ending of tracks (for year-round schools). During the leave year, the unit member shall notify Human Resources and Development by September 15 (first semester) or April 1 (second semester) of the unit member's intent to return to service.

N. **Health Leave**

The Board shall grant a unit member, upon request, an unpaid leave for health reasons. Such leave shall be for the remainder of a semester or to terminate on June 30 of the current school year.

- 1. A statement by the unit member's physician to the effect that the unit member is entitled to such leave shall be furnished at the Board's request.
- 2. The unit member shall notify the Board of the unit member's intended return date at least two (2) weeks in advance.
- 3. Health Leave shall be granted if a unit member is temporarily unable to perform services because of illness, accident, or quarantine.

O. **Disability Leave**

A leave of absence for disability shall be granted to a unit member who has applied for a disability retirement from the State Teachers Retirement System. The period of such a leave will continue until the State Teachers Retirement System makes a determination on the application.

P. **Overseas Teaching Leave**

The Board may grant an unpaid leave of absence for overseas teaching for up to two (2) years. The unit member shall notify Human Resources and Development sixty (60) days prior to the ending date of the leave of the unit member's intent to return to service.

Q. **Study Leave**

The Board may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) San Marcos School District semester or a maximum of one (1) school year.

- 1. A unit member shall apply to the Board for such leave no later than four (4) weeks before the anticipated commencement of leave.
- 2. A unit member on Study Leave shall be entitled to all benefits accorded and obligated by all duties imposed under Section V of this Article, entitled "Miscellaneous."

R. **Legislative Leave**

A unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of the unit member's term or terms in office.

- 1. The unit member on such leave shall notify the Board of the unit member's intended return at least four (4) weeks in advance.
- 2. The unit member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded by Section U entitled "Miscellaneous."

S. **In-Service Leave**

A unit member may, with the recommendation of the immediate supervisor, be granted one

- (1) day of paid leave each school year for the purpose of improving the unit member's performance. The District may require the unit member to participate in

such in-service activity. Such leave may be used to visit classes in other schools or to attend workshops related to the unit member's performance.

T. **Association Leave**

A unit member who is an elected representative of the State (CTA) or National (NEA) Association shall be granted up to five (5) days paid leave to attend the meetings required by the position. If said meetings fall on a weekend, the unit member will be granted either the Friday or Monday if out-of-county travel is required.

U. **Miscellaneous**

1. A unit member on a paid or unpaid, non-disciplinary, leave of absence shall be entitled to return to a certificated position with the District.
2. A unit member on paid leave shall receive credit for annual salary increments provided during the leave.
3. A unit member on paid leave shall receive during the leave all other unit member fringe benefits, to the extent not expressly prohibited by law.
4. A unit member on unpaid leave shall have the opportunity to pay premiums and continue all benefits.
5. Upon request, the District may extend a unit member's Health Leave, Child-Rearing Leave, or Study Leave for a maximum of one (1) year, and the unit member shall be entitled to all other benefits provided for unpaid leave in this paragraph.
6. Any unit member who seeks an extension of Health Leave, Child-Rearing Leave, or Study Leave shall make application no later than 30 days preceding the expiration of the original leave.

**ARTICLE XVII: EVALUATION PROCEDURES**

A. **Evaluation Procedure**

1. Every unit member shall be evaluated by the administration at least every other year, and such evaluation shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than sixty (60) for Temporary and Probationary employees and not later than forty-five (45) days for Permanent employees before the end of the school year in which the evaluation takes place.
2. Unit members with permanent status who have been employed by the District for at least ten (10) years may mutually agree with their evaluator that the employee will be formally evaluated only once every five years if the employee is highly qualified under state and federal law and if the teacher's previous performance evaluation certifies that the employee meets or exceeds District standards. Should the evaluator withdraw consent, notice and reasonable cause shall be provided to the unit member in a timely manner.
3. The unit member may submit a written reaction or response to the evaluation and any such response shall be attached to the evaluation and placed in the unit member's permanent personnel file. An evaluation conference shall be held between the evaluator and any unit member receiving a written evaluation report, as described above, prior to the end of any given school year.
4. No later than 40 days from the beginning of the contract year in which evaluation is to take place, the evaluator and the unit member shall meet and mutually agree on the goals and objectives upon which the evaluation is to be based. In the event mutual agreement is not possible, the evaluator shall make the final determination.
5. During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation goals and objectives. The necessity for review of the evaluation criteria may be suggested by the unit member or the evaluator. The final determination of modified evaluation goals and/or objectives shall rest with the evaluator.
6. Each evaluation shall include at least one formal observation.
7. In the event a unit member receives a negative evaluation, the evaluator shall take positive steps to provide assistance to correct cited deficiencies. Such action may include specific recommendations for improvement, direct assistance in implementing such recommendations, and released time for the unit member to visit and observe other classes. In those instances where documented unit member performance or a negative evaluation suggests the need for remediation over an extended time period, an improvement plan will be prepared and implemented. Components of the improvement plan shall include specific recommendation for improvement, direct assistance in implementing said

recommendations and released time, when needed, for the unit member to visit and observe other classes or programs. The improvement plan shall include no more than three (3) components for the unit member to address. The unit member shall give input as to the components of the improvement plan. The components of the improvement plan shall be mutually agreed upon by a District representative and an Association representative.

8. If subsequent remedial action alters the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall have an attachment summarizing the identified improvement.
9. Unit members shall not participate in formal written assessment, evaluations, or observations of other unit members nor shall unit members be required to formally assess their own

performance. However, Department Chairpersons shall participate with the administration in an advisory manner in the selection, training, and assessment of staff as they relate to the achieving of departmental goals and objectives. All formal written evaluations that are placed in the personnel file shall be made by the appropriate supervisor.

10. In the event that a dispute arises and such dispute is resolved in favor of the evaluatee, no record of the disputed evaluation shall be kept by the District in any file, office, or place. Any such record(s) as exist(s) shall be delivered to the evaluatee for disposition.
11. The District shall release unit members who are chosen to serve on the Commission of Professional Competence in accordance with the Education Code. Such service shall be considered a professional responsibility and the rights and duties of the unit member rendering such service shall be those contained in the Education Code.
12. All provisions of the Education Code known as the Stull Bill shall be applicable.

B. **Maintenance of Data Related to Evaluation**

1. The District shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file or evaluation folder unless the materials had been placed in the file or folder within 10 working days of the incident giving rise to such materials and the unit member had been notified in writing at such time that such materials were being placed in the file or folder.
2. Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports, or records which (a) were obtained prior to the employment of the unit member, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
3. Before information of a negative or derogatory nature is placed in the unit member's personnel file, the unit member shall be given notice. The unit member shall be given a sufficient opportunity during the workday, without salary reduction, to review and to prepare a written response to such material. The written response shall be attached to the material.
4. The personnel file shall be available for examination by the unit member, or the unit member's Association representative, if so authorized by the unit member. A written authorization may be required.
5. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted for placement in the file.
6. District administrative access to personnel files shall be limited to the Superintendent or designee and the unit member's immediate or prospective supervisor(s) unless otherwise agreed to by the unit member. Board members may request the review of a unit member's file at a closed session of the Governing Board. The contents of all personnel files shall be kept in the strictest confidence.
7. The District shall maintain the unit member's personnel files in Human Resources and Development.

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

1. The personal life of a unit member shall not be a subject for evaluation except as it may directly prevent the unit member from performing properly the unit member's assigned functions.
2. The exercise of the right of free speech shall not be a subject for evaluation except as it may directly prevent the unit member from performing properly the unit

member's assigned functions.

3. The evaluation process recognizes that academic freedom is essential to the fulfillment of the purposes of the District policies, unit member's assignment, approved course descriptions, and appropriate provisions of the Education Code, and state and federal laws and constitutions.

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

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

The Governing Board will consider the matter in closed session and submit a written decision to the employee and the complainant within twenty (20) days.

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

- A. The Association shall have the right to have membership dues and initiation fees deducted for unit members.
- B. The District shall deduct dues from the wages of all unit members who are members of the Association on the date of execution of this Agreement, and who have submitted voluntary dues deduction authorization forms to the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The Association shall notify the District within 15 days if a member revokes, cancels, or changes his/her dues deduction authorization. Upon request, the Association shall provide the District with written verification of any employee's dues deduction status but shall not be required to provide the employee's voluntary dues deduction authorization form unless a dispute arises regarding the unit member's Association membership or terms of the written authorization.
- C. The District shall deduct dues from the wages of all unit members who, after the date of this Agreement, become members of the Association and submit voluntary dues deduction authorization forms to the Association. The Association shall notify the District within 15 days if a member revokes, cancels, or changes his/her dues deduction authorization. Upon request, the Association must provide the District with written verification of any employee's dues deduction status but shall not be required to provide the employee's voluntary dues deduction authorization form unless a dispute arises regarding the member's membership or terms of the written authorization. With respect to all sums deducted by the District pursuant to authorization by the unit member, the District agrees to promptly remit such monies to CTA Membership Department, P.O. Box 921, Burlingame, California 94010, accompanied by an alphabetical list of unit members

for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

- D.
  - 1. The Association agrees to pay to the District all legal costs incurred in defending against any grievance at the arbitration level (other than those grievances filed by the Association), claim, court action, and/or administrative action before PERB challenging the legality or constitutionality of the provisions of this Article or its implementation made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.
  - 2. The Association shall indemnify the District, its officials, officers, employees, agents, and volunteers for any judgment for damages or other liability incurred as a result of an action brought and sustained against the provisions of this Article or its implementation. The Association shall also indemnify the District, its officials, officers, employees, agents, and volunteers for any claims made by an employee for deductions made in reliance on information or verifications provided by the Association pursuant to this Article.
  - 3. The Association shall have the exclusive right to decide and determine whether any such action or proceedings referenced in paragraphs 1 and 2 above, shall or shall not be compromised, resisted, defended, tried, or appealed.

#### **ARTICLE XIX: MISCELLANEOUS**

- A. Joint Workload Committee
  - 1. A Joint Workload Committee (JWC) shall exist for the purpose of developing recommendations that shall support streamlined and efficient workload for certificated bargaining unit members with regard to workload issues.
  - 2. The JWC shall consist of three (3) SMEA members appointed by SMEA and three (3) administrators appointed by the District.
  - 3. The District and SMEA shall meet to determine the topics of discussion of the JWC.
  - 4. Within ten (10) days of the work being completed by each Joint Workload Committee, a joint communique shall be produced and distributed by the District and SMEA.
- B. Sharing Classrooms
  - 1. Site administrators shall determine when it becomes necessary that teachers share a single classroom. If a site administrator determines that sharing classrooms is necessary, the site administration shall develop a plan for that transition in, collaboration with the teachers involved, and the appropriate grade level leader or department chairperson.
  - 2. Teachers providing instruction in multiple classrooms may request a foldable rolling crate to assist them in transporting their instructional materials between the classrooms they are teaching in. They may also request a lockable storage area/compartments in a location mutually determined with site administration.

#### **ARTICLE XX: SAVINGS CLAUSE**

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

#### **ARTICLE XXI: EFFECT OF AGREEMENT**

- A. This Agreement shall constitute the full and complete commitments between the Association and the District, however, upon mutual consent the parties may agree to negotiate, alter, change, add to, delete from, or modify the Agreement.
- B. The Association and the Board agree that the specific provisions contained in this Agreement shall prevail over District policies, practices, and procedures.
- C. Any individual contract between the District and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract thereafter executed shall be expressly made subject to and consistent with the terms and conditions of this Agreement. Any

individual contract thereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

**ARTICLE XXII: EARLY RETIREMENT INCENTIVE PROGRAM**

By December 31<sup>st</sup> of each school year, the District must announce whether or not a Retirement Incentive will be offered. If offered, the window period will be 60 days beginning January 1<sup>st</sup> of the school year in which it is offered. Participation in the early retirement incentive program will be offered to those employees who have:

1. Attained 55 years of age prior to retirement;
2. Completed at least ten (10) years of full-time service in this district under the provisions of the State Teachers Retirement System.

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

**ARTICLE XXIII: CATASTROPHIC LEAVE BANK**

The purpose of this program is to maintain a bank of donated contractual sick days which may be used by Certificated bargaining unit members suffering from a catastrophic illness or injury. Catastrophic illness or injury is defined as a potentially life-threatening, severe, and/or incapacitating illness or injury which is expected to continue for an extended period of time which prevents the bargaining unit member from performing his/her duties for an extended period of time or affects an immediate family member, as described in the Withdrawal section below. Days in the Catastrophic Leave Bank shall accumulate from academic year to academic year. For the purposes of this article, a "Day" shall be a "Contractual Day" as defined in Article VII: Definitions.

Initial Donation Period

Any existing Certificated bargaining unit member who wishes to participate in the program ("participant") shall donate one (1) contractual day between July 1st and August 31st (the "Initial Donation Period"). After

the Initial Donation Period, the donation cycle shall occur on an annual basis (July 1 through June 30) as described in the Annual Cycle section below. Participants may donate additionally to the bank at any time during each cycle.

Participation is voluntary, but only participants in the program will be permitted to withdraw from the Bank. Certificated bargaining unit members who initially decline to join the Catastrophic Leave Bank must complete a twenty (20) day waiting period before becoming eligible to request a withdrawal from the Bank after becoming a member of the program. New hires, and bargaining unit members returning from an extended leave of absence (which included the Initial Donation or Annual Cycle enrollment period), will be permitted to contribute within thirty (30) calendar days of the first day of service. The District shall supply program enrollment forms to all new unit members and to those unit members returning from an extended leave of absence.

Annual Cycle

Following the Initial Donation Period, additional donations shall be made on an annual cycle (July 1 through June 30). Unless a participant discontinues his/her membership in the program, his/her annual donation shall be automatically deducted from his/her Sick Leave account each year in order to maintain membership in the Bank. The annual rate of contribution for each participant shall be one (1) day of Sick Leave that shall be deemed to equate to the legal minimum required by Education Code § 44043.5.

To donate one (1) day, the Certificated bargaining unit member must have a Sick Leave accrual balance equal to at least the minimum number of days they wish to donate to the Bank. Each participant acknowledges that all Sick Leave donations are irrevocable and that all donations to the Bank (including special assessment donations, as described below) are general donations and cannot be assigned by him/her to any specific participant. Days shall be contributed to, and withdrawn from, the Bank without regard to the daily rate of pay of the participant.



A special assessment of one (1) additional day of contribution to the Bank will be required of each participant if the number of days in the Bank falls below two hundred (200) at any time. Participants who are withdrawing days from the Bank at the time of a special assessment shall not be required to contribute an additional day to remain a participant in the program. Each participant acknowledges that all special assessment donations are irrevocable. If a participant has less than one (1) day of accrued Sick Leave at the time of the special assessment, he/she shall not be required to contribute an additional day to the special assessment to remain a participant in the program.

No program contributions shall be required of participants if the total number of days in the Bank at the beginning of a school year exceeds one thousand (1,000). Participants joining the program for the first time, or returning from a Leave of Absence after not previously participating in the program, shall be re- quired to contribute one (1) day to the Bank.

#### Catastrophic Leave Bank Committee

A Catastrophic Leave Bank Committee ("CLBC") shall be continued and comprised of two (2) Association members, as determined by SMEA, and three (3) District representatives, as determined by the District. This Committee shall meet at mutually agreed upon intervals. The purpose of the CLBC shall be to collaboratively maintain the records of the program, review the withdrawal requests, approve or deny the withdrawal requests, and communicate its written decisions to the participants, the Association, and the District. The authority of the CLBC shall be limited to the purposes described in this section and it shall have the discretion to approve or deny all properly submitted requests complying with the terms of this article. Withdrawals shall not be denied on the basis of the type of illness and/or disability for any discriminatory reason.

The CLBC shall review and provide a written response within fifteen (15) days of receipt of each withdrawal application and the determinations made by the CLBC shall be final. The CLBC shall keep all records confidential and shall not disclose any information regarding any participant or other individual obtained through the CLBC, including the nature of an illness or injury, except as is absolutely necessary to process a request for withdrawal.

#### Withdrawal

In order to withdraw days from the Bank, a participant must meet all of the following conditions:

1. The participant must have experienced a catastrophic illness or injury which is defined as any potentially life-threatening, severe, incapacitating illness or injury that affects him/her  
or a member of his/her immediate family for greater than ten (10) consecutive duty days and requires the participant to take time off of work to care for himself/herself or for an affected immediate family member. If a reoccurrence or a second illness or injury incapacitates a participant or member of the participant's immediate family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days. (For example, a participant who was granted a withdrawal of twenty-five (25) days from the Bank to care for her/his spouse who subsequently dies of cancer, and after returning to work, the participant suffers a heart attack, he/she shall be deemed to have experienced a second catastrophic illness and may again withdraw from the Bank after five (5) consecutive days off of work.)
2. The participant must have exhausted all fully paid leaves, including all full salary Sick Leave.
3. The participant must have donated at least one (1) full day to the Bank either during the Initial Donation Period or during any subsequent donation period(s).
4. If a participant is incapacitated, a withdrawal application may be submitted to the CLBC by a representative of the participant.

Withdrawals from the program shall be granted in units of no more than twenty (20) duty days. Participants may submit requests for extensions of withdrawals prior to the expiration of their current allocation of donated Sick Leave. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.

Participants applying to withdraw, or extend their withdrawal, from the program will be required to submit a physician's statement confirming that a catastrophic illness or injury has occurred and indicating the probable length of absence from work. Members of the CLBC shall review the request as described in the Catastrophic Leave Bank Committee section above and all requirements described in that section, including the confidentiality of information, shall apply to

the CLBC's review.

Allocated Sick Leave donations from the Bank may not be used for an illness or disability which qualifies the participant for Worker's Compensation benefits unless the participant has already exhausted all of his/her Worker's Compensation leave and accrued Sick Leave. The unit member must then sign over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that specific participant. If the District challenges the Worker's Compensation claim, the participant may withdraw days from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District if the participant's Worker's Compensation claim is upheld.

If the Bank does not have sufficient days to fund a withdrawal request, the CLBC is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If a re-quest for withdrawal, or an extension of withdrawal, is denied due to an insufficient number of available days in the Bank, the CLBC shall provide written notification to the participant.

#### Provisions

A participant may opt out of the program prior to May 31st of any year. Withdrawal from the program will become effective on July 1st of the new annual cycle. No later than October 31st of each school year, the District shall notify the CLBC of the following:

1. The total number of accumulated days in the Bank as of June 30th of the previous school year.
2. The number of days contributed by participants for the current year.
3. The name of each participant.
4. The total number of days available in the Bank.

Twice each year (October 31st and April 30th), the District shall notify the CLBC of the following:

1. The names of any additional participants who have joined the program.
2. The names of any participants who have canceled participation in the program.
3. The total number of days in the Bank at the beginning of the most recent reporting period.
4. The total number of days in the Bank at the end of the most recent reporting period.
5. The total number of days awarded during the previous reporting period and to whom they were awarded.

SMUSD Board Policy 4161.9 ("Certificated/Classified Personnel Voluntary Donation of Sick Leave") shall not apply to, or be implemented for, Certificated employees.

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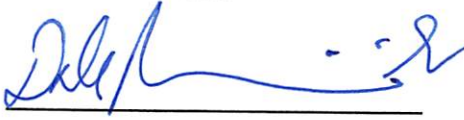
The signatures below indicate agreement between the San Marcos Unified School District ("District") and the San Marcos Educators Association ("Association") on all provisions contained within the Successor Agreement to the Master Contract between the District and the Association.



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Andy Johnsen, Ed.D.  
Superintendent  
San Marcos Unified School District

Date: 12.7.22



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Dale Pluciennik  
President  
San Marcos Educators Association

Date: 12-7-2022



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Gary R. DeBora, Ed.D.  
Director  
Human Resources and Development  
San Marcos Unified School District

Date: 12/7/2022



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Damon Gidner  
Bargaining Chairperson  
San Marcos Educators Association

Date: 12/7/2022