

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SAUSALITO MARIN CITY SCHOOL
DISTRICT**

AND

**SAUSALITO DISTRICT TEACHERS
ASSOCIATION**

Effective through June 30, 2016

(Changes through December 2014)

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**ARTICLE I
AGREEMENT/TERM**

1. The Articles and provisions contained herein constitute a bilateral and binding Agreement (“Agreement”) by and between the Governing Board of the Sausalito Marin City School District (“Board”) and the S.D.T.A./C.T.A./N.E.A. (“Association”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
3. This Agreement shall remain in full force and effect through June 30, 2012. This Agreement shall remain in full force and effect through June 30, 2016.
4. For the 2013-14, 2014-15, and 2015-16 school years the Agreement shall be closed unless benefits premiums increase for 2015-2016 by more than two percent (2%). In that event, the parties will re-open negotiations on Article 15, Benefits.

**ARTICLE II
RECOGNITION**

1. The Board recognizes the Sausalito District Teachers' Association/C.T.A./N.E.A. as the exclusive representative of the Certificated Employees unit.
2. The certificated employees unit consists of all Certificated Employees except the following positions: Superintendent, Building Principals, and day-to-day substitutes.
3. The parties recognize that the duties and work performed by members of the unit shall be performed only by unit members during the term of this Agreement.

**ARTICLE III
DEFINITIONS**

1. "Certificated Employee" 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.
2. "Day" is any day in which the District Office of the Sausalito Marin City School District is open for business.
3. "Negotiable Items" refers to those items found in Section 3542.2 of the "Act."
4. "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 with all information, records, data, work sheets, and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3542.7 of the Act.
5. "Paid Leave of Absence" means that a Certificated Employee shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits.
6. "Unpaid Leave of Absence" means that a Certificated Employee shall be entitled to the same benefits accorded Certificated Employees who are on paid leave, except wages, work credit and all fringe benefits.
7. "School Day" refers to the definition found in Article VI, Section 1 of this contract. (Page 5.)
8. "Immediate Family" as defined in Article VIII, Section 6 of this contract (Page 11).
9. "Daily Rate of Pay" means the Certificated Employee's annual salary divided by the number of days he/she is required by the Board to be present at school.
10. "Hourly Rate of Pay" means the daily rate of pay divided by 6.5 (length of work day).

ARTICLE IV
MAINTENANCE OF BENEFITS

1. The Board shall not reduce or eliminate any benefits or professional advantages provided for in this contract which were enjoyed by Certificated Employees as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

**ARTICLE V
GRIEVANCE PROCEDURE**

1. DEFINITIONS

- a. A “grievance” is an allegation by a grievant that he/she has been directly and adversely affected by a violation of the specific provisions of this Agreement.
- b. A “grievant” is an employee or employees, including the Association or representatives thereof, making the allegation.
- c. A “day” is any day in which the District Office of the Sausalito/Marin City School District is open for business.

2. INFORMAL CONFERENCE AND RESOLUTIONS

- a. Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor. Such informal conferences and resolutions shall not be considered part of the grievance process.

3. FORMAL LEVEL – LEVEL I

- a. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor and the Association. Failure to file a formal grievance within the specified ten (10) days invalidates the grievance.
- b. This written statement of the grievance shall be a clear, concise statement, the specific section of the Agreement allegedly violated, the circumstances involved, and the specific remedy sought. Grievance forms to be used as of December 1, 2005 are attached as Appendix C.
- c. The immediate supervisor, after making such investigations as may be appropriate, shall communicate his/her proposed decision in writing to the grievant within ten (10) days after receiving the grievance. Failure to do so will result in an automatic appeal to the next level.

4. FORMAL LEVEL – LEVEL II

- a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent, or his/her designee, within five (5) days after receiving a decision from Level I. Failure by a grievant to appeal his/her supervisor’s decision within the five (5) day limit shall be deemed an acceptance of the decision.
- b. The appeal shall include a copy of the original grievance, the decision rendered by his/her immediate supervisor, and a clear, concise statement of the reasons for the appeal.

- c. The Superintendent, or his/her designee, shall communicate his/her decision in writing, to the grievant within ten (10) days after receiving the appeal.

5. LEVEL III – MEDIATION

- a. Upon request of grievant and Association, grievance shall be referred to mediation. Mediator shall be provided by the State Mediation and Conciliation Service. Each party shall be responsible for their own costs except that the grievant and Association representative shall be entitled to reasonable release time for mediation. If mediator charges, the costs shall be split between the District and the Association.
- b. Request for mediation must be in writing and served on the District within ten (10) days of the completion of Level II.
- c. If mediation is not successful, the mediator shall issue a letter to both parties indicating the termination of mediation. The date of that letter is the date from which the appeal must be filed at Level IV. (10 days)
- d. The parties agree that mediation is confidential and the contents of mediation shall not be used in subsequent grievance proceedings or legal action.

6. FORMAL LEVEL – LEVEL IV

- a. In the event the grievance is not resolved at Level III and the grievant is not satisfied with the decision at Level II, the grievant may appeal the Superintendent's decision in writing to the Governing Board within ten (10) days after receiving a decision from Level II or if mediation is utilized, within ten (10) days of the mediation termination notice. Failure by a grievant to appeal the decision within the ten (10) days shall be deemed an acceptance of the decision at Level II.
- b. The appeal shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- c. The decision of the Governing Board shall be rendered no later than five (5) days after the next Governing Board meeting which is scheduled at least ten (10) days after receipt of the appeal at the District Office.
- d. The decision of the Governing Board shall be final unless, in any legal action brought as a result of the Agreement, a court shall find, on the basis of the Governing Board's record considered as a whole, that the decision of the Governing Board was not supported by substantial evidence.

7. RIGHTS OF TEACHERS TO REPRESENTATION

- a. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Governing Board against any grieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

- b. A Certificated Employee may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by a representative selected by the Association. If a Certificated Employee is not represented by the Association or its representative, the Association shall have the right to be present at all stages of the grievance procedure.

- c. The Association either in its own behalf, or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher in a single building or teachers in more than one building at Level II.

**ARTICLE VI
CONDITIONS OF EMPLOYMENT**

1. The length of the full-time Certificated Employee work day, including preparation time, relief period, and time required before school shall be six (6) hours and thirty (30) minutes, excluding lunch.
 - a. During the hours of employment, Certificated Employees shall remain on the school premises unless the Principal, or designee, is notified.
 - b. All full-time Certificated Employees are expected to adhere strictly to the scheduled starting and dismissal times, including yard duty and/or bus duty assignments. Upon arrival on the school campus, all Certificated Employees are expected to “sign in” on the appropriate roster.
 - c. A daily preparation period of forty (40) minutes will be provided to all Certificated Employees. Certificated Employees working for less than a full contract are not entitled to a preparation period. Planning and preparation time where assigned shall be used for planning, preparation, and conferences with pupils, parents, and other teachers or administrators.
 - d. Every Certificated Employee shall be entitled to one (1) duty free, uninterrupted lunch period and two (2) relief periods each day except where one (1) relief period is mutually agreed. The lunch period shall be equivalent to the student lunch period of forty (40) consecutive minutes.
 - e. A shared program of yard supervision including teachers, aides, and administrators will be developed at each school in cooperation with the site administrator.
 - f. The Principal, or designee, shall provide certificated employees with an agenda for the faculty meetings/joint faculty meetings at least one (1) day before such a meeting is held and shall also permit Certificated Employees to place items on the agenda.
 - g. Certificated Employees of music, physical education, art, and the laboratory sciences, speech therapists, reading consultants, and special education Certificated Employees shall be provided with the same relief and duty-free lunch period as other Certificated Employees.
 - h. Hours of employment for part-time Certificated Employees shall be assigned by the Superintendent.
 - i. In addition to the above regular hours of employment, Certificated Employees shall be required to work additional hours. These additional hours are Faculty Meetings which do not exceed one hundred twenty (120) minutes per month, Back-to-School Night, Open House, parent conferences and two (2) other meetings mutually agreed upon by the teacher and site administrator. The Principal may call Faculty Meetings by a majority vote of the faculty present. Meetings will only be called as deemed necessary. In addition to the Joint

Faculty Meetings, the Superintendent may call two (2) inservice meetings of one (1) hour each some time during the year.

- j. Compensation and other benefits for part-time Certificated Employees shall be prorated in proportion to the time worked.
- k. It shall be desirable that there be no more than seven (7) “alternate schedule” days during the school year which may include three (3) “alternate schedule” days for the first quarter teacher/parent conferences, one (1) “alternate schedule” day immediately preceding the December holidays, and one (1) day on the last day of school. Additional “alternate schedule” days may be called by the Superintendent for Education Task Force meetings.
 - 1. Two (2) alternative days will be provided for Certificated Employees for the purpose of holding parent conferences at the first (fall) and third (spring) reporting period. Certificated Employees will be flexible when scheduling conferences in order to accommodate parents’ schedules.
 - 2. The minimum instruction day within the six (6) hour and thirty (30) minute work day (excluding lunch) shall be increased by 15 minutes at each level. Additional time beyond the State minimum number of minutes will be used toward Minimum Days for the purpose of Program Review, Consolidated Project, and Scheduling.
- l. Calling for a Substitute: All employees are required to give the District notice if they will be out for any portion of a work day. Such notice must be given no later than 6 a.m. of the day of the absence by calling and leaving a message on the dedicated phone line. In the event that the employee knows of the need to be absent in advance (for example, a planned medical appointment), the employee shall give as much notice as possible. It is the intent of the District to arrange for substitute coverage whenever a teacher is absent for all or a portion of a day. It is also understood that if it becomes apparent to an employee that they will either be late or not able to work after 6 a.m., they must call the dedicated phone line and contact the site principal. It is the intent of the District to provide a duty list to all employees of any staff who will be absent.

ARTICLE VII
PAYMENT FOR NON-TEACHING AND EXTRA CURRICULAR DUTIES

1. Extra pay assignments shall be made annually by the District administration.
 - a. The District reserves the right to fill or not to fill assignments, based on the needs of the educational program.
 - b. The District reserves the right to establish new assignments and shall negotiate with the unit regarding the appropriate classification and rate of pay.
2. Every unit member shall be paid at a rate of \$45.00 per hour for extra duties.
3. The hours and extra duty pay for the lead teachers shall be negotiated by the Superintendent with the teacher, or teachers, annually by each May for the succeeding year. An Association representative may be present at this meeting, if requested by the teacher. Any agreement reached between the lead teacher(s) and the Superintendent will be made known to the Association.
4. Outdoor/Overnight Education Programs.

Unit members assigned and who agree to work with students on an educational program that involves an overnight stay shall be paid a stipend of \$100 for each overnight of the program. For assignments that begin or end on a non-work day (Saturday, Sunday or Holiday), the Unit Member shall received his/her daily rate of pay for that day.
5. Designated and after school athletic teams: Each year that the District approves a District sponsored team such as basketball, the Unit Member selected to coach shall receive a stipend for such service in the amount of \$500 per team. It is understood that practice and games take place after school.

**ARTICLE VIII
LEAVES**

1. Sick Leave

- a. Bargaining unit members who are employed full time shall be entitled to ten (10) days of paid sick leave annually, commencing on the first day of employment. Unused sick leave shall be cumulative from year to year.
- b. In addition to all sick leave entitlement that a unit member may accumulate within the District, he/she shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another school district as set forth in the Education Code.
- c. Bargaining unit members who work less than full time shall be entitled to sick leave in the same ratio that their work bears to full time employment.
- d. The amount of sick leave accrued shall be given in writing to each unit member at the beginning of the school year but no later than September 10.
- e. The unit member who has exhausted all paid sick leave shall receive 5 days of additional sick leave for use in a catastrophic illness/injury situation as set forth in Section 17.
- f. Certificated employees on leave of absence without pay shall not lose accumulated sick leave. However, they shall not accrue sick leave for the period of absence.
- g. Bargaining unit members shall notify the District Office before 6:30 a.m. on the day of absence.
- h. Sick Leave Due to Maternity Leave
 - 1) A unit member shall be granted sick leave when required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom.
 - 2) Upon verification of pregnancy, a Certificated employee shall inform her supervisor or Principal, as appropriate of said verification of pregnancy.
 - 3) The length of the leave of absence will be for the period of actual disability as determined by the Certificated employee and the employee's physician. The Superintendent may require a physician's statement or other proof to be updated from time to time.
 - 4) A Certificated employee who is disabled due to pregnancy, miscarriage, childbirth, and recovery therefrom is entitled to use her accumulated disability or sick leave benefits and is entitled to other health or disability benefits as is entitled to other health or disability benefits as are received by other Certificated employees who are temporarily disabled employees.

5) A personal leave of absence, without compensation or other benefits, may be granted by the Governing Board in the event of pregnancy or recovery therefrom which does not require the employee to be absent from duties. In the event that a Certificated employee receives a personal leave of absence due to pregnancy prior to actual disability, the employee shall be entitled to transfer to disability or sick leave status and to receive the benefits thereof upon becoming disabled by pregnancy, miscarriage, childbirth, or recovery, but only if the personal leave was specifically requested for this reason and if the resulting disability was caused by pregnancy, miscarriage, childbirth and recovery therefrom.

i. Verification of Sick Leave

Verification of sick leave absence up to three (3) consecutive working days shall be made by the unit member through the filing with the office of the Superintendent of a signed statement explaining the cause of absence. In the event of the absence being more than five (5) consecutive working days, the employee shall file with the office of the Superintendent a statement signed by a physician to show cause of the absence unless waived by the Superintendent or his designated representative. The Governing Board reserves the right to authorize the Superintendent to request a physician's statement of an absence of three (3) days or less.

2. Extended Illness Leave

A unit member absent from his/her duties on account of illness or accident for a period of up to five (5) school months or less shall be entitled to the difference between his/her salary for the period in which the absence occurs and the sum actually paid to a substitute employee, employed to fill his/her position during his/her absence. Such entitlement begins after exhaustion of all accrued and unused sick leave.

3. Industrial Accident and Illness Leave of Absence

Any employee of the District absent from duty due to industrial accident or illness as determined by state law shall be subject to the following requirements:

- a. Allowable leave shall be for up to sixty (60) working days in any one fiscal year for the same accident.
- b. Allowable leave shall not be accumulative from year to year.
- c. Industrial accident or illness leave will commence on the first day of absence.
- d. Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this state, exceed the normal wage for the day.
- e. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- g. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under provision grant sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provides for a full day's wage or salary.
- h. During an industrial accident or illness leave of absence, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District in turn shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- i. Any certificated employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

4. Exhaustion of Paid Leave

In the event a unit member is not able to return to work due to illness, injury and all paid leaves are exhausted, then the unit member shall be placed on a reemployment list pursuant to Education Code section 44978.1. Alternatively, the unit member may request and the District may grant an unpaid leave of specific duration.

5. Personnel Necessity Leave

Accumulated sick leave may be used up to seven (7) days a year for personal necessity such as:

- a. Bereavement in the immediate family (in excess of that provided for under Bereavement Leave).
- b. Death outside the immediate family with the approval of the Superintendent.
- c. Accident or illness involving the person or property of any certificated employee or member of his/her immediate family.
- d. A compelling personal matter which cannot be done after work hours or which requires the immediate attention of the unit member.
- e. Authorization from the Superintendent for such leave (except in cases of death, accident, or illness) must be made at least five (5) days in advance if possible.

The District, through the Superintendent, reserves the right to determine what a personal necessity is.

- f. Such leave may not be used to extend a school holiday, vacation, social event or convention related to a certificated employee's avocation or a work stoppage.

6. Bereavement Leave

Leave of Absence Due to Death in Immediate Family:

Every person employed by a school district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code provided by the Governing Board of the District. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the employee, or any relative living in the immediate household of the employee.

7. Personal Short-Term Leave Without Pay

Leaves of absence without pay may be granted by the Governing Board upon the recommendation of the Superintendent for a period not to exceed five (5) days in any one school year. This leave is not cumulative. Individual cases shall be evaluated and recommended by the Superintendent. This leave is for the purpose of permitting certificated employees to attend non-school connected meetings and to conduct necessary personal business. Benefits shall continue during this leave.

8. Personal Long-Term Leaves Without Pay

The Governing Board reserves the right to specify the conditions under which long-term leaves may be granted of the following purposes: Study, restoration of health, disabilities in the immediate family or any other legitimate purpose. Such leaves are typically without pay and without benefits.

Excepting emergencies, no certificated employee will commence a long-term leave other than at the conclusion of a semester. The certificated employee granted a personal leave shall inform the Governing Board of his/her intent to return ninety (90) days in advance of the scheduled return date.

9. Child Rearing

Upon request, the Board shall provide a male or female certificated employee who is a natural or adopting parents an unpaid leave of absence for the purpose of rearing his/her

child. Such leave shall remain in effect at least for the term granted not to exceed one (1) year. Such leave will be without benefits.

10. Study Leave

The Governing Board shall grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one semester and a maximum of one school year. Such leave shall be without benefits.

- a. A certificated employee shall apply to the Governing Board for such leave no later than eight (8) weeks before its anticipated commencement.

11. Court Appearances

Leaves of absence for jury duty or for court appearances as a witness, pursuant to subpoena will be granted without pay up to the difference between the certificated employee's regular pay and any amount he/she receives as a jury or witness fee, with the exception of travel and incidental expense reimbursements. The certificated employee shall endorse to the District all fees received for service under this section. The District in turn, shall issue the employee appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions.

12. Legislative Leave

Leaves of absence for political activities for the purpose of being a candidate for political office, or for holding public office will be arranged within the framework of the law.

13. Sabbatical Leave

In accordance with the provisions of Article 7, Chapter 11, Division 7 of the Education Code of California, the Governing Board may grant sabbatical leaves of absence for one year or one semester.

14. Professional Leave

- a. Exchange Teaching: A permanent teacher may be granted leave by the District to serve as an exchange teacher. Such a leave shall not constitute a break in the continuity of service within the District. Such a leave will be on an unpaid basis, without benefits, and at no added cost to the District.
- b. Foreign Teaching or Research: A leave of absence may be granted a permanent teacher by the District for research or teaching under a nationally recognized fellowship approved by the State Board of Education, or for teaching in American Armed Services Dependents' Schools overseas. Such a leave shall not constitute a break in the continuity of service within the District. Such a leave shall be on an unpaid basis, without benefits, and at no added costs to the District.

- c. Opportunity Leaves: An opportunity leave may be granted by the District to a permanent teacher to accept a position that will benefit the district and/or the individual. A detailed description of the leave shall be submitted to the Superintendent. Such a leave shall not constitute a break in the continuity of service within the District. Such a leave will be on an unpaid basis, without benefits, and at no added cost to the District.

15. Reinstatement on Expiration

Upon the expiration of the leave of absence, the certificated employee to whom the leave of absence was granted, is entitled to reinstatement in the position he/she held at the time the leave of absence was granted him/her, if the position is still in existence, or to any other comparable existing vacant position for which he/she is qualified.

16. Miscellaneous

- a. Employees on unpaid leave, such as health leave, may elect to continue to participate in group benefits and insurance programs at their own expense. The District may, at its discretion, provide health benefits to persons who are on health leave.
- b. Upon request, the District may extend the teacher's health leave, child care leave, study leave, military leave, or professional leave for a maximum of one year. Any teacher who requests such an extension shall make application no later than March 1st.

17. Catastrophic Leave

- a. Definition

"Catastrophic illness" or "injury" is a life-threatening or critical event which exceeds ten days (not necessarily consecutive days) which incapacitates the unit member or a member of the unit member's immediate family and which incapacity requires the unit member to take time off from work to provide direct care for that family member. In order to qualify for leave under this article the unit member must have exhausted all of his/her sick leave and other credited time. Upon verified request the District shall circulate the form authorizing donation of such leave.

**ARTICLE IX
CLASS SIZE**

1. The following class size maximums shall be maintained:

<u>Grade or Subject</u>	<u>Maximum</u>
Pre-Kindergarten	15
Combination Classes	20
Kindergarten	22
1 st – 8 th Grades	25
Art	25
Health	25
Physical Education	30
Instrumental Music	30

2. When the aforementioned class maximum for a grade level or subject are reached, the following procedures will be followed:

- a. If one (1) or more classes exceed the class size maximum by two (2) or more students and an adjustment is requested by the affected classroom teacher, a meeting will be held with the Superintendent, Principal(s), and teachers to review the structure and make an appropriate recommendation to the Superintendent for action.
- b. Should no agreement be reached, the issue will then be submitted to the Governing Board for review and possible action. The decision of the Governing Board will be binding.
- c. When restructuring classes and class assignments, Certificated Personnel already employed in the District will be given first consideration.
- d. When the average teacher/pupil ratio of all the kindergarten classes at one (1) school site reaches 22/1, a two (2) hour, five (5) day a week aide will be provided. This aide will be shared by all the kindergarten classes of that school site.

3. At no time shall the pre-kindergarten maximum be exceeded.

- a. When ten (10) or more pre-kindergarten students are enrolled, a temporary teacher will be employed to teach this new pre-kindergarten self-contained class.
- b. When less than ten (10) pre-kindergarten students are enrolled, a meeting will be held with the current kindergarten teachers, and the pre-kindergarten students will be divided between these teachers so long as no kindergarten maximum is exceeded.

If Item B is followed, a three (3) hour, five (5) days a week aide will be hired for each kindergarten class with early pre-kindergarten students in it.

**ARTICLE X
CERTIFICATED EMPLOYEE SAFETY**

1. SAFE WORKING CONDITIONS

- a. All unit members are required to report any unsafe or unhealthy working conditions or equipment of which he/she is aware. Unit Members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
- b. Upon notification, the District shall take all steps it deems reasonable and necessary to correct any unsafe or hazardous conditions.
- c. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code section 6300 *et.seq.*) and regulations reflecting thereto (8 California Administration Code section 550, *et. seq.*).
- d. A Unit Member may refuse any directions that she/he feels could reasonably endanger anyone's life, safety and/or welfare. No Unit Member may be required to perform duties that would or possibly could endanger one's life, safety and/or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the Unit Member has been pressed into service as a "disaster service worker" under Government Code 3100 by a person having the authority to command citizens in the execution of his/her duties. A Unit Member may refuse any direction by person(s) until adequate proof of their authority is provided.
- e. In the event of an emergency school or District closure, including but not limited to a natural disaster, quarantine, or government order, Unit Members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall consult with the Association.
- f. The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, first aid book, flashlight, basic first aid supplies, other items which may be unique to a work location, blankets, water, and food packages and other items as deemed necessary or determined necessary per County emergency preparedness requirements.
- g. Each classroom and major work area shall have a telephone with monitored central office intercom service and an outside line. The P.A. shall be used only for emergency purposes or special announcements. Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of Unit Members.
- h. With Unit Member participation, as determined by Unit Members at the site, the District Safety Committee direction and guidance, each work site shall have a Site Safety Committee which shall develop and annually review its safety, health, and

emergency preparedness plan for distribution to employees at the site. The committee shall also make the District aware of any undressed safety issues.

- i. The District shall keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify Unit Members of the names of the chemicals used in advance of their use. The District shall apply them only at times when Unit Members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans reenter the affected area.
- j. The District shall comply with appropriate legal code requirements, including but not limited to Education, Government, Health and Safety, Penal and Civil Codes relating to issues of assault on school personnel.
- k. Unit Members shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor who shall comply with the procedures outlined in Education Code section 44014. A copy of this Education Code shall be given to each Unit Member at the beginning of each school year.
- l. Unit Members assaulted or otherwise injured by a student or students shall be relieved from classroom duties for the time required to file law enforcement reports, to testify, etc. In addition, the Unit Member will receive any medically required days off. A Workers' Compensation claim may be filed at this time.
- m. Prior to the start of each school year, teachers will meet with the administration to review school rules, discipline procedures and safety issues. Teachers will have an opportunity to provide input before rules and procedures become final.

ARTICLE XI TRANSFERS

1. DEFINITIONS

- a. A “transfer” is a move of a Certificated Employee to a different assignment, grade level, subject area.
- b. “Vacancy” is an unfilled full-time or part-time certificated position which cannot be filled by a temporary or substitute employee.
- c. “Seniority” is established by the initial date of service to the District.

2. ANNOUNCEMENT OF VACANCIES

- a. At a district-wide meeting before May 20th, the staff shall be made aware of the proposed staffing pattern for the ensuing year. After that staff meeting, the staff may request in writing a change from their present position and assignment to any vacancies for the ensuing year within the District.
- b. In addition, the Superintendent shall be responsible for informing the Association in writing and posting in all school buildings, a list of the vacancies, promotional positions, and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain a closing date for submitting requests for transfer, as well as requirements for position. No assignment to fill vacancies shall be made until after the closing date.
- c. The District shall upon request by a teacher, notify that teacher during summer recess of any posted opening which may arise during the summer. The teacher’s request must be in writing and must include a summer mailing address.

3. TRANSFERS

- a. Written request for transfer to a vacant position shall be filed by the employee with the Superintendent prior to the final filing date.
- b. Transfer request forms shall be supplied by the District.
- c. Receipt of the transfer request will be confirmed by the District within five (5) days.
- d. All requests for transfer to fill a vacancy will be considered and selection made through the established selection procedures. All decisions with respect to requests for transfer shall be made on a reasonable basis.
- e. If the Unit Member requests that his/her request for transfer be kept confidential, whenever possible the Principal at his/her school will not be notified by the

Superintendent of the request until an offer of transfer has been made; the matter will be treated as confidentially as practicable.

- f. Upon request, the teacher shall be granted a meeting with the administrator to discuss the reasons for transfer or the denial of transfer. The teacher may be accompanied by a representative if he/she so desires.
- g. If a change of enrollment or funding requires a decrease in staff at a particular school or within a particular funded program, the District shall seek volunteers prior to making an involuntary transfer.
- h. Involuntary transfers shall not be punitive or disciplinary in nature.
- i. A Certificated Employee to be transferred shall be notified of said transfer within a reasonable time to allow said Certificated Employee to prepare for the new assignment.
- j. Considerations:
 - 1) All teachers who transfer shall have an opportunity to observe the school and position being considered.
 - 2) Be guaranteed a reasonable working environment, student load, etc.
 - 3) Be provided with District transportation and assistance in the transferring of personal materials and property kept at the school, upon request.
- k. No teacher shall be transferred for cause unless the Governing Board has fulfilled its obligation to evaluate such teacher in accordance with procedures outlined in Article XII, Teacher Evaluation.

ARTICLE XII EVALUATION

It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness to assist all certificated employees in improving their professional skills. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated.

A. Frequency

1. Every temporary, first and second year probationary employee shall be evaluated by the District, in writing, at least once each school year. Permanent employees shall be evaluated at least once every two (2) years.
 - a. For permanent employees who have been employed at least ten (10) years in the District, who are certified as Highly Qualified under No Child Left Behind (NCLB), and whose most recent evaluation has indicated he/she has met standards, shall upon agreement of the evaluator and evaluatee have the evaluation made every three (3) years. Either the affected unit member or evaluator may withdraw consent at the beginning of a school year, no later than the end of the fourth week of that school year, thus returning the unit member to the cycle of being evaluated at least every two years.
2. Employees shall be evaluated by the Superintendent or Principal.
3. The evaluation shall be completed no later than thirty (30) calendar days before the last school day scheduled on the current school calendar.

B. Pre-Evaluation Meetings

1. Employees who are to be evaluated during the school year shall be furnished a copy of the evaluation procedures and forms no later than October 1.
2. The evaluation shall be in accordance with California Standards (see D-1) as follows:
 - a. Engages and supports all students in learning.
 - b. Creates and maintains effective environments for student learning.
 - c. Understands and organizes subject matter for student learning.
 - d. Plans instruction and designs learning experiences for all students.
 - e. Assesses student learning.
 - f. Develops as a professional educator.
3. No later than October 15, employees to be evaluated will submit one (1) proposed goal developed from three (3) Key Elements in one (1) California Standard upon which they desire to be evaluated. The District may add one (1) goal developed from three (3) Key Elements from one (1) California Standard. The goals shall

include specific objectives and time for completion. (Appendix D-1)

The employee and District shall use the Professional Goals form. The employee shall pick from Standards 1-5 inclusive. See attached list of Standards and Key Elements. (Appendix D-2)

4. By November 1, employees shall meet with the Superintendent or Principal for an initial conference to review the goals, timetable for their completion and timelines for observations and formal evaluation.

C. Observations and Visitations

1. Each Formal Evaluation shall be based on not less than two (2) formal classroom observations by the Superintendent or Principal of 30 minutes each. At least one formal observation shall be scheduled. For probationary employees, the first observation shall take place prior to December 15.
 - a. A scheduled observation shall be preceded by a conference between the Superintendent or Principal and the employee. The conference shall be at least two (2) working days prior to the observation. In preparation for the conference, the employee shall complete the Pre-Observation Conference Form. (Appendix D-3)
 - b. The purpose of the conference will be to clarify the goals and objectives of the class to be observed.
 - c. This provision does not preclude nonscheduled observations and/or informal classroom visitations as an additional basis for evaluation. However, any note or written information from these observations and/or informal classroom visitations will be shared with the teacher within ten (10) working days.
 - d. The evaluator shall not limit his evaluation of a certificated employee to the direct observation of such an employee, but may include data related to lesson plans and other pertinent information.
2. The Superintendent or Principal shall meet with the employee within seven (7) working days of a formal observation (whether scheduled or not) and provide a signed and dated Certificated Observation Report. (Appendix D-4)
 - a. At any post-observation conference, the Superintendent/Principal shall make recommendations for improvement in the areas deemed unsatisfactory, which may include in-service training and/or participation in conferences which shall be at District cost.
3. If one (1) or more of the Certificated Observation Reports indicates a need for improvement and/or unsatisfactory performance, the employee may request one (1) additional scheduled observation, conference, and Certificated Observation Report.

4. The certificated employee will receive a copy of all observations and evaluations.
5. The certificated employee's signature on any evaluation or observation only means that he/she has received said evaluation or observation on stated dates.

D. The Formal Evaluation (Appendix D-5)

1. The final written evaluation shall be of all six California standards and be delivered and discussed at a conference, scheduled specifically for that purpose, between the Superintendent or Principal and the employee.
2. The conference shall be held no later than thirty (30) calendar days prior to the last school day on the school calendar.
3. The Superintendent or Principal shall present the written evaluation and discuss its content with the employee. The employee shall sign the written evaluation, signifying receipt and awareness of the opportunity to attach a written response in accordance with Education Code 44031. The employee shall receive a copy of the written evaluation and the original shall be placed in the personnel file.
4. If the Formal Evaluation indicates a need to improve or unsatisfactory, an Improvement Plan shall be developed by the evaluator in consultation with the employee. The Plan shall not be limited to two standards. The Plan shall be implemented no later than the next school year.
 - a. The certificated employee's evaluator shall take affirmative action to develop an Improvement Plan to correct any cited deficiencies. Such Plan shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the certificated employee to visit and observe similar classes in other schools or other training opportunities. The evaluator shall consult with the employee prior to finalizing the Plan. The Plan shall be provided to the employee prior to the last school day for implementation during the next school year unless sufficient time remains in the current year.
5. No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no authority.

ARTICLE XIII
PAYMENT FOR STUDENT TEACHERS

1. The Governing Board's agreement with the college or university placing student teachers shall provide that such college or university make payment to the student teacher's supervising teacher the cash amount due the District for each student teacher.

**ARTICLE XIV
SALARIES**

1. All Certificated Employees who serve other than the required number of days as set forth in Appendix A for their job classification, shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of working days required for their job classification.
2. Notwithstanding paragraph 2 above, Certificated Employees who serve for one (1) full school semester shall receive not less than one-half the annual salary for their position.
3. The payroll period shall be defined as monthly, beginning with the first day of the month. Salary payments shall be made no later than the last day of the month. Certificated Employees are required to work during the payroll period.
4. Effective July 1, 2007 the salary schedule shall be modified as follows:
 - A. On Column A, delete all steps beyond Step 7.
 - B. On Column B, delete all steps beyond Step 10.
 - C. On Columns C and D, Step 15 shall be changed to Step 16 and Step 20 shall be changed to Step 21.
5. The Certificated Salary Schedule for Teaching Staff shall be modified to reflect a two percent (2%) increase for 2014-15 and an additional two percent (2%) increase in 2015-2016. In addition, in the 2014-2015 school year for active unit members, employed in December 2014, a non-precedent setting, one-time, lump sum, off-schedule payment of 2% on the 2013-2014 salary schedule (prior to any ongoing salary adjustments), paid in December 2014. (Pending Board Ratification on November 18, 2014)
 - a. Under "stipends" on that schedule, the extra-duty hourly rate shall be \$45.00 per hour and coaching stipends shall be as follows:
 - i. Team Coach stipend of \$750 per team will be as follows:
 1. Football 6-8
 2. Cross Country
 3. Girls Volleyball 6-8
 - ii. District Wide Track Coach/Coordinator - \$1,500
 - iii. Basketball - Boys 6-8 - \$1,500
 - iv. Basketball – Girls 6-8 – \$1,500
 - b. Student Council – \$2,000
 - c. Yearbook - \$2,500
 - d. Eco Top Chef – \$2,000
 - e. Robotics - \$1,000
 - f. Website and Facebook Administration – \$6,000

**ARTICLE XV
CERTIFICATED EMPLOYEES' BENEFITS**

1. For those unit members hired prior to July 1, 1999, seeking cash in lieu of medical coverage, the following applies:
 - a. District to pay a maximum of \$414.66 per month (effective October 1, 2001) for health premiums (total of \$5,000). The employee is required to participate in the following coverages:
 - 1) Delta Dental
 - 2) Vision Service Plan
 - 3) CTA Group Life Insurance
 - 4) CTA Group Disability Insurance
 - 5) Medical coverage or provide proof of alternate coverage
Health plan choices include: Kaiser and Health Net.
 - b. Such eligible unit members taking single coverage may select one or more of the following fringe benefits:
 - (a) audio plan (hearing)
 - (b) organ transplant
 - (c) TSA
 - (d) Certificated employees' portion of Medicare
 - (e) Enhancement of any fringe benefit.
2. For all unit members, other than those described above in Section 1, the District shall pay a maximum total of \$10,191 per year, \$849.25 per month, effective October 1, 2008. The employee is required to participate in all of the plans listed above (1-5 inclusive). To the extent that premium costs exceed the District contribution, the unit member shall pay the difference in costs on a monthly basis by way of payroll deduction.
 - a. An IRS 125 Plan is available to pay premium costs.
 - b. No amount of the District contribution may be taken in cash in lieu.
3. **PROPERTY DAMAGE**

The District shall insure or reimburse teachers for any loss, damage, or destruction of personal property suffered while performing services for the District in accordance with the District's insurance policy then in force.
4. **PART-TIME CERTIFICATED EMPLOYEES**

Part-time Certificated Employees working half (1/2) time or more shall receive that portion of the employee benefits equal to their percentage of employment.

ARTICLE XVI
CERTIFICATED EMPLOYEE TRAVEL

1. Schedules of Certificated Employees who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required, without his/her consent, to engage in inter-school travel of more than five (5) miles per day. Such teachers shall be notified of any changes in their schedules at least thirty (30) days prior to the proposed change.
2. Certificated Employees who may be requested to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the IRS approved rate.
3. Certificated Employees who use their personal cars for field trips or other business of the District shall receive the benefits provided in paragraph 2 above.
4. Travel assignments shall not be made to discipline Certificated Employees.
5. Certificated Employees who are covered by the provisions of the Article shall be entitled to preparation period, lunch, and relief time benefits in accord with Article XV of the Agreement.

ARTICLE XVII
WORK YEAR

1. In final settlement of negotiations for 2011-12 and 2012-13 the parties have agreed to the following: The three (3) additional days of staff development shall be included as part of the teachers' work year and shall be included as part of the teachers' base salary beginning with the 2012-13 school year. As such, the teachers' work year shall be one hundred eighty-six (186) work days effective July 1, 2012.
 - The Certificated Employees' work year shall consist of one hundred and eighty-three (183) days. One hundred and eighty (180) of these days will be instructional days. Two (2) of the work days prior to the opening of school shall be specified as teacher work days for planning, preparation, record keeping, and in-service training. One (1) other work day will be at the end of the school year. Students will not be in attendance on teacher work days. For the term of the contract, certificated employees shall also attend and participate in three additional days of staff development. For each day of attendance, the teacher shall be paid at the employee's per diem rate. The three days shall be specified in the calendar prior to June 30th of each school year.
2. A calendar committee will meet in March of each school year and schedule any professional development days for the following summer and school year. The Work Year/School Calendar, appended in Appendix B, is incorporated herein.

**ARTICLE XVIII
MISCELLANEOUS PROVISIONS**

1. Any individual contract between the Governing Board and a Certificated Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. Within thirty (30) days of ratification of the Agreement by both parties herein, the Governing Board shall have one (1) copy per Certificated Employee prepared and delivered to the Association for distribution to each teacher in the District.
3. Release Time for Negotiations: No more than 15% of the certificated unit shall be released during work hours for negotiations with the understanding that the unit members team shall be a minimum of two and a maximum of three unit members. Negotiations shall be held at times mutually agreeable to the District and the Association.

ARTICLE XIX
DISTRICT RIGHTS

1. All matters not specifically enumerated are reserved to the District and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the District to consult with any Certificated Employees or Certificated Employee organization on any matter outside the scope of representation.
2. The District shall not make any rules or regulations pertaining to Certificated Employees inconsistent with this Agreement.

ARTICLE XX
CERTIFICATED EMPLOYEE RIGHTS

1. Certificated Employees shall have the right to become members of, and participate in, legitimate activities of Certificated Employee organizations. Conversely, Certificated Employees shall have the right not to become members of, nor participate in, such organizational activities.
2. The Certificated Employee organization shall have the right to set a reasonable fee for certificated non-administrative employees who are non-members employed after June 30, 1978, to cover the cost of representation. This fee shall equal the minimum cost of NEA, CTA, and SDTA dues.
3. Professional Attire: All unit members recognize that they are role models for students and are responsible for maintaining professional standards of dress and grooming. During school hours unit members shall wear clothing that demonstrates their regard for education and presents an image consistent with their job responsibilities. It is understood that dependent on the physical demands of the a particular assignment, clothing may vary but in all instances the clothing shall demonstrate regard for education and present a professional image.

ARTICLE XXI
DEDUCTIONS FROM PAYROLL

1. The District shall deduct and transmit to the Association all authorized deductions from all Association members within the Unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the District and the Association. The written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless cancelled in writing by the Certificated Employee.
2. The Association shall indemnify, defend, and hold the District harmless against any claims made or any lawsuit instituted against the District arising from its deduction for dues, insurance, or benefit programs of the Association.
3. Optional payroll deductions elected by the employees shall be deducted by the District. Such optional deductions must be initiated in writing by the Certificated Employee and shall remain in effect continuously until the District receives from the Certificated Employee written notice withdrawing the authorization for a particular deduction. Optional payroll deductions shall include, but are not limited to, tax shelter annuities, credit union, and insurance programs.

**ARTICLE XXII
PART-TIME AND SHARED CONTRACT EMPLOYMENT**

1. PART-TIME EMPLOYMENT

A shared contract is defined as one in which one (1) position is shared by two (2) Certificated Employees at no additional cost to the District.

A part-time contract position is defined as one in which a Certificated Employee agrees to less than a full-time position and a comparable reduction in salary and fringe benefits as a condition of employment.

a. Objective

Part-time and shared positions are encouraged to provide more flexible staffing patterns to meet the individual needs of teachers and schools, and to minimize the required staff reductions due to declining enrollment.

b. Eligibility

Part-time and shared positions are available to all Certificated Employees. However, preference will be based upon seniority and on those whose request for part-time or shared contract placement is submitted by the deadline.

c. Application Procedure

Written requests for part-time or shared contract should be submitted to the Superintendent by February 1st of the year part-time and/or shared contract assignment is requested. Exceptions to this date will be considered under unusual circumstances.

d. Matching Requests and Assignments

Certificated Employees are encouraged to initiate requests for part-time/shared contract positions. The Superintendent will publish a list of positions which are available for part-time and/or shared contract employment based on requests received. Individuals requesting part-time or shared contract positions will be scheduled to meet with the administrators from the school where such a shared or part-time position exists, to develop suitable combinations.

e. Part-Time and Shared Contracts

Part-time and shared contracts shall be approved by the Governing Board, upon the recommendation of the Superintendent that said contracts are in the best interest of the District's educational program.

f. Shared Contract

- 1) Persons sharing a contract must accept the responsibility of assuring the staff, administration, and parents of successful joint planning, communication among teacher and parents, and compatible classroom management.
- 2) Shared contracts will be issued reflecting all pertinent information concerning the assignments, description of subject/grade level, location, salary, and benefits. The shared contract will include a statement: "If you wish to review this shared position for the next school year, your written request must be filed in the Superintendent's office on or before February 1st of the school year to which this contract applies."

g. Return to Full-Time Position

- 1) Full-time Certificated Employees opting for a reduction in time may, at their option, return to full-time employment the following year.
- 2) Certificated Employees intending to return to full-time status in September must notify the District of their intent to do so by February 1st of the year that they wish to return to full-time status.
- 3) Certificated Employees returning to full-time status will be entitled to the same rights as any other certificated staff member; namely, to indicate their preference at the time classroom assignment forms are circulated.
- 4) Certificated Employees whose initial contract was for less than full-time as a condition of employment may apply for full-time employment. The District is under no obligation to honor their request.

h. Compensation

A participant in the part-time position program shall receive a proportionate amount of the regular annual salary and prorated fringe benefits paid in equal monthly installments or a mutually agreed upon amount by the Certificated Employee and the District.

i. Time Requirement

- 1) The time requirement for a part-time position shall be proportionately based on a thirty-five (35) hour work week.
- 2) Persons in part-time positions will be required to attend one (1) "Back-to-School Night" and one (1) "Open House." Faculty meetings shall be attended at the request of the school Principal. Other duties and/or activities shall be prorated according to the relationship of the part-time Certificated Employee to the full-time Certificated Employee.

j. Part-Time and/or Shared Contract Person

The part-time and/or shared contract person who initially accepts employment on a part-time basis will be tenured for that same amount of employment, beginning with the fourth year of successful employment.

2. PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT EMPLOYEES WHO HAVE ATTAINED THE AGE OF FIFTY-FIVE (55)

a. Sections 44922, 2272 of the Education Code and Section 20185 of the Government Code are incorporated into this Agreement and supplemented as follows:

- 1) Annually, prior to February 15th, the Governing Board shall mail a letter to each Certificated Employee who will be eligible for part-time employment as of the commencement of the ensuing school year. Such letter shall notify the teacher that he/she is eligible for the Early Retirement Program.
- 2) Certificated Employees who are interested in participating in the program shall notify the District Office no later than March 1st.

b. Part-time/shared contract employees will earn a prorated credit towards retirement credit. A full year's retirement may be earned subject to the provision of the State Teachers Retirement Service and Education Code sections 13337.7 and 14009 which provide that:

- 1) A Certificated Employee must have reached age fifty-five (55) prior to the reduction in workload;
- 2) The Certificated Employee must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment;
- 3) A Certificated Employee employed on a part-time basis shall receive the credit he/she would receive if he/she was employed on a full-time basis and have his/her retirement allowance, as well as any other benefits he/she is entitled to under this part, based on the salary that he/she and his/her employer both elect to contribute to the retirement fund the amount that would have been contributed if the Certificated Employee was employed on a full-time basis.

c. Priority

A shared contract or part-time position will be given priority consideration before new Certificated personnel are contracted on an hourly basis for a half year or more.

**ARTICLE XXIII
STAFF DEVELOPMENT**

Unit members are encouraged to take classes/course work which assist them in their assignments.

- a. Any course work used for credit in the salary schedule shall be paid for by the unit member and taken on time outside of work hours.
- b. In the event that a unit member wishes to take course work that shall not count towards salary schedule advancement, the unit member may seek District financial support. Such course work must be taken outside of work hours. Requests for financial assistance must be submitted in advance of taking the course to the Superintendent. Such requests shall include a detailed description of the course and amount being requested. Such costs may include: tuition expenses, books/supplies for class, travel mileage and room expenses. Each request will be reviewed on its own merits as it relates to the needs of the employee in their assignment, needs of the district, and value to improved student learning. Approval of any part of any request shall not act as precedent for other requests.

ARTICLE XXIV
SAVINGS

If any provision of the Agreement or any application thereof to any teacher is held 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 XXV
STUDENT DISCIPLINE**

1. Pursuant to Education Code section 48910, a teacher may suspend any pupil from the teacher's class for any of the acts enumerated in Education Code section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the Principal of the school and send the pupil to the Principal or the Principal's designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the Governing Board of the District. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended during the period of the suspension without the concurrence of the teacher of the class and the Principal.

2. At the beginning of each school year, the District shall provide unit members with a copy of the listing of the grounds for school suspension as provided for in Education Code section 48900.

**ARTICLE XXVI
EARLY RETIREMENT INCENTIVE PROGRAM**

1. Eligibility – Open to all certificated employees who:

- a. Have thirteen (13) or more years of service in the District.
- b. Must be the age of 55 on the effective date of their retirement.
- c. Take a service retirement with STRS or PERS.

2. Incentive

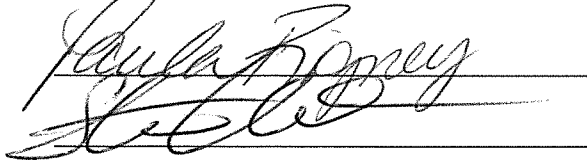
The unit member may propose a retirement incentive that can be customized and meets the needs of the District and unit member and is agreed to between the District, unit member and Association. Such incentives can include 1) medical, dental and/or vision insurance premium paid by the District for a specified period of time; 2) cash payment; 3) part-time employment after retirement or any other incentive that is in the parties' interests.

3. Procedure

- a. The unit member shall be afforded representation at all stages of these proceedings.
- b. District shall notify unit members on or before the last day prior to December 15 of each year if it will offer an incentive program for that school year and the maximum number of participants who will be eligible. If more than the maximum apply, selection will be based on longest seniority in the District.
- c. If offered, unit members shall submit a request for participation to the District in writing by February 1 of the school year prior to their retirement. A description of the type of retirement incentive requested shall be described.
- d. The District administration, unit member(s) and Association shall finalize the details of the incentive during February.
- e. If administratively finalized, the incentive will be forwarded to the Board for action at its regular March Board meeting.
- f. The unit member's retirement shall be effective no later than June 30th of that year.

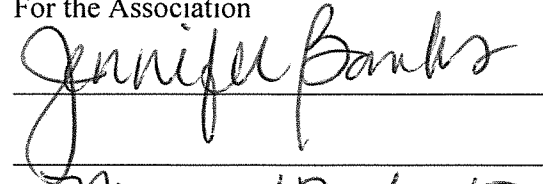
SIGNATURE PAGE

For the District



5-12-15
Date

For the Association



May 12, 2015
Date

APPENDIX A
SALARY SCHEDULES

Sausalito Marin City School District Certificated Salary Schedule: Teaching Staff

2014-2015

SALARY SCHEDULE 01-00 (with 2% reactive to 7-1-14, effective 12-1-14)
Work Year: 186 days, 180 student instruction days plus 6 staff development days.

Step	BA + 30 Units	BA + 45 Units	BA + 60 Units, OR Master's (MA)	BA + 75 Units, OR MA + 30 Units
1	\$49,727	\$52,310	\$54,840	\$57,411
2	\$52,310	\$54,840	\$57,411	\$59,970
3	\$54,840	\$57,411	\$59,970	\$62,563
4	\$57,411	\$59,970	\$62,563	\$65,093
5	\$59,970	\$62,563	\$65,093	\$67,646
6	\$62,563	\$65,093	\$67,646	\$70,206
7	\$65,093	\$67,646	\$70,206	\$72,763
8		\$70,206	\$72,763	\$75,322
9		\$72,763	\$75,322	\$77,875
10		\$75,322	\$77,875	\$80,442
11			\$80,442	\$82,994
12			\$82,994	\$85,554
13			\$85,554	\$88,118
14			\$85,554	\$88,118
15			\$85,554	\$88,118
16			\$87,108	\$89,666
17			\$87,108	\$89,666
18			\$87,108	\$89,666
19			\$87,108	\$89,666
20			\$87,108	\$89,666
21			\$91,962	\$94,523

BENEFITS

Stipends

- Extra duties will be paid at a rate of \$45.00/hr
- Overnight programs are paid a stipend of \$150/night
- Team coaches are paid a stipend of \$750/ team (football, cross country, girls volleyball)
- Track coach is paid a stipend of \$1,500 /season
- Basketball Coach Boy & Girls \$1,500/each team
- Student Council, Eco Top Chef Stipend \$2,000/each annually
- Year Book Stipend \$2,500 annually
- Robotics Stipends \$1,000 annually
- Website & Face book Administration Stipend \$6,000 annually

Additional Hours - 2 hours per month for Faculty Meetings, Back-to-School Nights, Open House, Parent Conferences and 2 other events mutually agreed upon.

Sick Leave: 10 days per year

Health Benefits: See Contract

Substitute Teachers:

- Regular rate: \$ 140 per day. If a substitute works in a specific assignment for 10 consecutive days, then the rate is \$170 per day and after 20 consecutive days in a specific assignment the rate is \$250 per day.

***If hired from outside the district, placement on salary schedule shall be determined by the Superintendent or designee and shall be based on prior experience.

Sausalito Marin City School District Certificated Salary Schedule: Teaching Staff

2015-2016

SALARY SCHEDULE 01-00 (with 2% effective 7-1-15)

Work Year: 186 days, 180 student instruction days plus 6 staff development days.

Step	BA + 30 Units	BA + 45 Units	BA + 60 Units, OR Master's (MA)	BA + 75 Units, OR MA + 30 Units
1	\$50,722	\$53,356	\$55,937	\$58,559
2	\$53,356	\$55,937	\$58,559	\$61,169
3	\$55,937	\$58,559	\$61,169	\$63,814
4	\$58,559	\$61,169	\$63,814	\$66,395
5	\$61,169	\$63,814	\$66,395	\$68,999
6	\$63,814	\$66,395	\$68,999	\$71,610
7	\$66,395	\$68,999	\$71,610	\$74,218
8		\$71,610	\$74,218	\$76,828
9		\$74,218	\$76,828	\$79,433
10		\$76,828	\$79,433	\$82,051
11			\$82,051	\$84,654
12			\$84,654	\$87,265
13			\$87,265	\$89,880
14			\$87,265	\$89,880
15			\$87,265	\$89,880
16			\$88,850	\$91,459
17			\$88,850	\$91,459
18			\$88,850	\$91,459
19			\$88,850	\$91,459
20			\$88,850	\$91,459
21			\$93,801	\$96,413

BENEFITS

Stipends

- Extra duties will be paid at a rate of \$45.00/hr
- Overnight programs are paid a stipend of \$150/night
- Team coaches are paid a stipend of \$750/ team (football, cross country, girls volleyball)
- Track coach is paid a stipend of \$1,500 /season
- Basketball Coach Boy & Girls \$1,500/each team
- Student Council, Eco Top Chef Stipend \$2,000/each annually
- Year Book Stipend \$2,500 annually
- Robotics Stipends \$1,000 annually
- Website & Facebook Administration Stipend \$6,000 annually

Additional Hours - 2 hours per month for Faculty Meetings, Back-to-School Nights, Open House, Parent Conferences and 2 other events mutually agreed upon.

Sick Leave: 10 days per year

Health Benefits: See Contract

Substitute Teachers:

- Regular rate: \$ 140 per day. If a substitute works in a specific assignment for 10 consecutive days, then the rate is \$170 per day and after 20 consecutive days in a specific assignment the rate is \$250 per day.

***If hired from outside the district, placement on salary schedule shall be determined by the Superintendent or designee and shall be based on prior experience.

**APPENDIX B
SCHOOL CALENDAR**

APPENDIX C

SAUSALITO MARIN CITY SCHOOL DISTRICT

CERTIFICATED

ARTICLE 5—GRIEVANCE PROCEDURES

Grievance Processing Form

Identification

Grievant: _____

School: _____ Assignment/Grade: _____

Immediate Supervisor: _____

1. Area of alleged violation: Article _____, Section _____

2. Time Lines

A. Date of Informal Conference: _____

B. Level I (10 days)

Date Filed: _____ Date Response Filed: _____

Date Received: _____ Date Received: _____

C. Level II (5 days)

Date Filed: _____ Date Response filed (10 days): _____

D. Level III (10 days)

Date Filed: _____ Date Received: _____

Conclusion of Mediation Date: _____

E. Level IV (10 days)

Date Filed: _____

Board Meeting Date: _____

Board Decision Date (5 days): _____

Appendix C (cont.)

SAUSALITO MARIN CITY SCHOOL DISTRICT

CERTIFICATED

GRIEVANCE FORM - LEVEL I

SUBMISSION OF GRIEVANCE

Employee Name: _____ Work Location: _____

Statement of Grievance: _____

Date of Alleged Grievance: _____ Date of Informal Conference: _____

Specific contract provision alleged to have been violated (cite source): _____

Remedy Sought: _____

Date: _____ Signature: _____

Grievant

Date Received by Immediate Supervisor: _____

Proposed Decision of Immediate Supervisor: _____

Date: _____ Signature: _____

Immediate Supervisor

Appendix C (cont.)

SAUSALITO MARIN CITY SCHOOL DISTRICT

CERTIFICATED

GRIEVANCE FORM - LEVEL II

Superintendent Level

Employee Name: _____

Level I Response Received: _____

Date

Reason for movement to Level II or no response at Level I : _____

- All copies of Level I grievance and response are attached.

Date: _____ Signature: _____

Date Level II Received by Superintendent: _____

Superintendent's Decision: _____

Date: _____ Signature: _____

APPENDIX D-1

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Engaging & Supporting All Students in Learning

- 1-1 Connecting students' prior knowledge, life experience and interests with learning goals
- 1-2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- 1-3 Facilitating learning experiences that promote autonomy, interaction and choice
- 1-4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful
- 1-5 Promoting self-directed, reflective learning for all students

Creating & Maintaining Effective Environments for Student Learning

- 2-1 Creating a physical environment that engages all students
- 2-2 Establishing a climate that promotes fairness and respect
- 2-3 Promoting social development and group responsibility
- 2-4 Establishing and maintaining standards for student behavior
- 2-5 Planning and implementing classroom procedures and routines that support student learning
- 2-6 Using instructional time effectively

Understanding & Organizing Subject Matter for Student Learning

- 3-1 Demonstrating knowledge of subject matter content and student development
- 3-2 Organizing curriculum to support student understanding of subject matter
- 3-3 Interrelating ideas and information within and across subject matter areas
- 3-4 Developing student understanding through instructional strategies that are appropriate to subject matter
- 3-5 Using materials, resources and technologies to make subject matter accessible to students

Planning Instruction & Designing Learning Experiences for All Students

- 4-1 Drawing on and valuing students' backgrounds, interests and developmental learning needs
- 4-2 Establishing and articulating goals for student learning
- 4-3 Developing and sequencing instructional activities and materials for student learning
- 4-4 Designing short-term and long-term plans to foster student learning
- 4-5 Modifying instructional plans to adjust for student needs

Assessing Student Learning

- 5-1 Establishing and communicating learning goals for all students
- 5-2 Collecting and using multiple sources of information to assess student learning
- 5-3 Involving and guiding all students in assessing their own learning
- 5-4 Using the results of assessments to guide instruction
- 5-5 Communicating with students, families and other audiences about student progress

Developing as a Professional Educator

- 6-1 Reflecting on teaching practice and planning professional development
- 6-2 Establishing professional goals and pursuing opportunities to grow professionally
- 6-3 Working with communities to improve professional practice
- 6-4 Working with families to improve professional practice
- 6-5 Working with colleagues to improve professional practice
- 6-6 Balancing professional responsibility and maintaining motivation

APPENDIX D-2

**SAUSALITO MARIN CITY SCHOOL DISTRICT
Professional Goals**

Teacher: _____ Date: _____

Grade: _____ School Year: _____

Directions: Select specific areas (3 elements) to focus your Professional Development on based on a self-analysis of your current teaching practice. You are highly encouraged to select areas that are meaningful to your growth as a teacher. Identify a goal, including specific objectives that relate to the California Standard and key elements that you have selected and how they will be evidenced in the evaluation process. Submit this form, completed and signed, no later than October 15.

- Employee Choice Evaluator Choice

STANDARD 3:

Understanding & Organizing Subject Matter for Student Learning

Check three of the Elements that will be a focus:

- 3-1 Demonstrating knowledge of subject matter content and student development.
- 3-2 Organizing curriculum to support student understanding of subject matter.
- 3-3 Interrelating ideas and information within and across subject matter areas.
- 3-4 Developing student understanding through instructional strategies that are appropriate to subject matter.
- 3-5 Using materials, resources and technologies to make subject matter accessible to students.

Statement of goal/objective/timeline:

Time for Completion: _____

- Reviewed at Initial Conference on or before November 1.

Signature

Date

Signature

Date

APPENDIX D-2

**SAUSALITO MARIN CITY SCHOOL DISTRICT
Professional Goals**

Teacher: _____ Date: _____

Grade: _____ School Year: _____

Directions: Select specific areas (3 elements) to focus your Professional Development on based on a self-analysis of your current teaching practice. You are highly encouraged to select areas that are meaningful to your growth as a teacher. Identify a goal, including specific objectives that relate to the California Standard and key elements that you have selected and how they will be evidenced in the evaluation process. Submit this form, completed and signed, no later than October 15.

- Employee Choice Evaluator Choice

STANDARD 4:

**Planning Instruction & Designing Learning Experiences
for All Students**

Check three of the Elements that will be a focus:

- 4-1 Drawing on and valuing students' backgrounds, interests and developmental learning needs.
- 4-2 Establishing and articulating goals for student learning.
- 4-3 Developing and sequencing instructional activities and materials for student learning.
- 4-4 Designing short-term and long-term plans to foster student learning.
- 4-5 Modifying instructional plans to adjust for student needs.

Statement of goal/objective/timeline:

Time for Completion: _____

- Reviewed at Initial Conference on or before November 1.
-

Signature Date Signature Date

APPENDIX D-2

**SAUSALITO MARIN CITY SCHOOL DISTRICT
Professional Goals**

Teacher: _____ Date: _____

Grade: _____ School Year: _____

Directions: Select specific areas (3 elements) to focus your Professional Development on based on a self-analysis of your current teaching practice. You are highly encouraged to select areas that are meaningful to your growth as a teacher. Identify a goal, including specific objectives that relate to the California Standard and key elements that you have selected and how they will be evidenced in the evaluation process. Submit this form, completed and signed, no later than October 15.

- Employee Choice Evaluator Choice

STANDARD 5:

Assessing Student Learning

Check three of the Elements that will be a focus:

- 5-1 Establishing and communicating learning goals for all students.
- 5-2 Collecting and using multiple sources of information to assess student learning.
- 5-3 Involving and guiding all students in assessing their own learning.
- 5-4 Using the results of assessments to guide instruction.
- 5-5 Communicating with students, families and other audiences about student progress.

Statement of goal/objective/timeline:

Time for Completion: _____

- Reviewed at Initial Conference on or before November 1.

Signature Date Signature Date

APPENDIX D-2

**SAUSALITO MARIN CITY SCHOOL DISTRICT
Professional Goals**

Teacher: _____ Date: _____

Grade: _____ School Year: _____

Directions: Select specific areas (3 elements) to focus your Professional Development on based on a self-analysis of your current teaching practice. You are highly encouraged to select areas that are meaningful to your growth as a teacher. Identify a goal, including specific objectives that relate to the California Standard and key elements that you have selected and how they will be evidenced in the evaluation process. Submit this form, completed and signed, no later than October 15.

- Employee Choice Evaluator Choice

STANDARD 6:

Developing as a Professional Educator

Check three of the Elements that will be a focus:

- 6-1 Reflecting on teaching practice and planning professional development.
- 6-2 Establishing professional goals and pursuing opportunities to grow professionally.
- 6-3 Working with communities to improve professional practice.
- 6-4 Working with families to improve professional practice.
- 6-5 Working with colleagues to improve professional practice.
- 6-6 Balancing professional responsibility and maintaining motivation.

Statement of goal/objective/timeline:

Time for Completion: _____

- Reviewed at Initial Conference on or before November 1.

Signature Date Signature Date

APPENDIX D-4
OBSERVATION FORM

Date of Post Observation

Conference: _____ **Teacher:** _____

Observation Time: _____ **Observer:** _____

Instructional Focus: _____ **Date of Observation:** _____

Standard(s) Addressed: _____

OBSERVATION DATA
COMMENDATIONS/RECOMMENDATIONS
DEBRIEFING NOTES/NEXT STEPS (To be completed during conference.)

Signature acknowledges receipt of this document and does not necessarily indicate any agreement with the conclusion of the evaluator. Employee has a right to attach comments to this document and have them placed in employee's personnel file.

Evaluator's Signature

Employee's Signature

Date _____

Date _____

APPENDIX D-5

**SAUSALITO MARIN CITY SCHOOL DISTRICT
Certificated Evaluation Form**

Evaluatee: _____

Key: 1 = Satisfactory
2 = Needs Improvement
3 = Unsatisfactory
4 = Not Applicable

Evaluator: _____

Date of Evaluation: _____

Observation Dates: _____

Conference Dates: _____

<u>Standard One: Engages and Supports All Students in Learning</u>	1	2	3	4
<i>Connects students' prior knowledge, life experience, and interests with learning goals.</i>				
<i>Uses a variety of instructional strategies and resources to respond to students' diverse needs.</i>				
<i>Facilitates learning experiences that promote autonomy, interaction, and choice</i>				
<i>Engages students in problem solving, critical thinking and other activities that make subject matter meaningful.</i>				
<i>Promotes self-directed, reflective learning for all students.</i>				

Comments:

<u>Standard Two: Creates and Maintains Effective Environment for Student Learning</u>	1	2	3	4
<i>Creates a physical environment that engages all students.</i>				
<i>Establishes a climate that promotes fairness and respect.</i>				
<i>Promotes social development and group responsibility.</i>				
<i>Establishes and maintains standards for student behavior.</i>				
<i>Plans and implements classroom procedures and routines that support student learning.</i>				
<i>Uses instructional time effectively.</i>				

Comments:

<u>Standard Three: Understands and Organizes Subject Matter for Student Learning</u>	1	2	3	4
<i>Demonstrates knowledge of subject matter content and student development.</i>				
<i>Organizes curriculum to support student understanding of subject matter.</i>				
<i>Plans and implements classroom procedures and routines that support student learning.</i>				
<i>Uses instructional time effectively.</i>				
<i>Interrelates ideas and information within and across subject matter areas.</i>				
<i>Develops student understanding through instructional strategies that are appropriate to the subject matter.</i>				
<i>Uses materials, resources, and technologies to make subject matter accessible to students.</i>				

Comments:

<u>Standard Four: Plans Instruction and Designs Learning Experiences for All Students</u>	1	2	3	4
<i>Draws on and values students' backgrounds, interests, and developmental learning needs.</i>				
<i>Establishes and articulates goals for student learning.</i>				
<i>Develops and sequences instructional activities and materials or student learning.</i>				
<i>Designs short-term and long-term plans to foster student learning.</i>				
<i>Modifies instructional plans to adjust for student needs.</i>				

Comments:

<u>Standard Five: Assesses Student Learning</u>	1	2	3	4
<i>Establishes and communicates learning goals for all students.</i>				
<i>Collects and uses multiple sources of information to assess student learning.</i>				
<i>Involves and guides all students in assessing their own learning.</i>				
<i>Uses the results of assessments to guide instruction.</i>				
<i>Communicates with students, families, and other audiences about student progress.</i>				

Comments:

Standard Six: Develops as a Professional Educator	1	2	3	4
<i>Reflects on teaching practice and plans professional development.</i>				
<i>Establishes professional goals and pursues opportunities to grow professionally.</i>				
<i>Works with communities to improve professional practice.</i>				
<i>Works with families to improve professional practice.</i>				
<i>Works with colleagues to improve professional practice.</i>				
<i>Balances professional responsibilities and maintains motivation.</i>				

Comments:

Summative Comments

1) Re: Teacher and District Developed Goals

2) Re: General Comments

Signature acknowledges receipt of this document and does not necessarily indicate any agreement with the conclusion of the evaluator. Employee has a right to attach comments to this document and have them placed in employee's personnel file.

Evaluators's Signature

Employee's Signature

Date _____

Date _____