

**2018—2022**

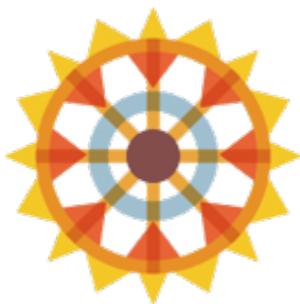
**Contract of Agreement**

*Between*

**SIMI VALLEY UNIFIED SCHOOL  
DISTRICT**

*And*

**SIMI EDUCATORS ASSOCIATION**



**Simi Valley Schools**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**  
**&**  
**SIMI EDUCATORS ASSOCIATION**  
*2018—2022 Contract of Agreement*

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## **Article I**

### **INTRODUCTION**

This agreement is made and entered into between the Simi Valley Unified School District (hereinafter referred to as "District") and the Simi Educators Association, an affiliate of CTA/NEA (hereinafter referred to as "Association"). This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

## **Article II**

### **RECOGNITION**

The District confirms its recognition of the Association as the exclusive representative for the following units of employees:

Adult Education Teachers; Librarians; Non-Management, District funded Summer School, and Extended School Year Personnel; Nurses; Regular Classroom Teachers; Speech Therapists; Special Education Teachers; and other Categorically Funded Teachers.

Teachers on Job Shares and/or Teachers on Special Assignment are considered regular classroom teachers and as such are unit members.

It is understood that the unit excludes substitute employees, and certificated hourly employees working less than four (4) hours a day or twenty (20) hours a week during the regular school year and those positions herein designated as management or those who may be designated as management, confidential, or supervisory in the future.

### Article III

#### **ORGANIZATIONAL RIGHTS**

The rights of the Association and the members of the bargaining unit represented by it are described in the various articles of this Contract. The Association, as the exclusive representative of the members of the unit it represents, shall also have the following rights:

Each year, the Association, when authorized by the President, may utilize up to a maximum of ninety (90) days of time with the Association paying for the substitute, for organizational business other than elections. Excepting the local President, national or state association elected or appointed positions, no one individual shall be excused under this clause for more than ten (10) days per school year. This time may not be used for electioneering or exclusive representation disputes. This time would be in addition to the reasonable time to be utilized for processing of grievances and negotiating under the Act.

- A. By mutual agreement between the District and the Association, the SEA President may be released from a portion of his/her regular duties in the District and classified as a Teacher-On-Special-Assignment. The District shall pay the SEA President the same salary and benefits he/she would have received on regular duty without loss of seniority or other rights and benefits. The SEA shall reimburse the District for the salary and other related costs of the lowest paid fully credentialed new teacher hired for the year of release to accommodate the sharing or replacing of the SEA President's regular assignment.

As part of the release time assignment, the SEA President will make every reasonable effort to provide services of mutual interest and benefit to the Parties as jointly determined by the SEA President and the Superintendent or Designee. Such services may include conducting information meetings concerning professional growth, developing ways to assist non-permanent unit members, attempting to resolve reported conflicts of certificated employees, assisting with the recruitment of new teachers, representing the District and SEA at appropriate out-of-district functions, gathering data for the use of both parties in the negotiation/consultation process, developing and presenting in-services to certificated employees on agreed upon topics, contributing to the District's employee newsletter, assisting with the development and implementation of new programs, and providing representation on District committees.

SEA and the District shall work cooperatively to ensure that continuity of instruction is maintained. The Parties recognize that it is to the advantage of the District, SEA and the community for the SEA President to take an active role to make a positive work environment for employees and a positive learning environment for students.

- B A District Directory shall be provided without cost to the Association and to each school office manager no later than December 1 of each school year. The directory will be placed on the District web site, [www.simivalleyusd.org](http://www.simivalleyusd.org), for all certificated employees.

- C. To the extent the District receives reimbursement from the State, a copy of this contract shall be provided, without cost to the Association, to each school office manager. The contract will also be available on the District web site, [www.simivalleyusd.org](http://www.simivalleyusd.org).
- D. The unit member attending Association meetings (general, representative council, or executive board) shall be excused from required and conflicting school and/or District meetings on the first and third Wednesday of the month. The unit member attending special meetings authorized by the Association President (with reasonable notice to the building administrator) on the second or fourth Wednesday, will also be excused.
- E. Upon the request of the Association President, the Association shall have the right to appoint a representative(s) to District committees which deal with issues affecting teachers. Committees made up exclusively of School Board members and the Superintendent are exempt from this provision.
- F. **New Bargaining Unit Member Orientation**  
Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) contract days from the date of hire. New bargaining unit members shall be paid professional development pay rate for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

- G. **Scheduling of Orientation**  
The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s). The District will notify Association of new employees who are hired after the annual orientation meeting that may occur throughout the year within five (5) contract days of the hire.
- H. **Association Time Provided**  
The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration will excuse themselves during Association time.
  - 1. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member

orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

2. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president in an editable digital format and hard copy, sorted by seniority date, no later than 30 calendar days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

I. Bargaining Unit Member Information

In addition, by Sept. 10, Jan. 10, and May 10 during every school year, the District shall deliver to the Association president the following information in an editable digital format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
12. Indication of any Unit Member on Leave of Absence
13. An indication of whether the District is deducting dues for membership

J. Promotion of Harmonious Public Employment Relations

To promote harmonious public employment relations, if requested, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes during each faculty meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. District and/or school site administration will excuse themselves during Association time.

## Article IV

### WAGES K-12

- A. **The stipend** for an earned Doctorate in the field of Education will be included as part of the Salary Schedule.
- B. **Unit members** shall be eligible for a degree stipend only if it has been granted by an accredited college or university, or program approved by the California Superintendent of Public Instruction, at the time the degree was earned.
- C. **Placement** on the salary schedule will be based on the unit member's individual records of experience and training on file in the Certificated Personnel Office.

Responsibility for providing the Certificated Personnel Office with up-to-date records of teaching experience, transcripts of completed college work, credentials and/or degrees, rests entirely with the unit member.

#### D. **Years of Service**

Pursuant to Ed. Code section 45028 (b), for purposes of initial salary schedule placement only, creditable years of prior public school teaching and/or accredited private school teaching, while holding a Clear or Preliminary Credential, will be recognized as follows:

Maximum Number of Years of Service Accepted is Nine (9).

Experience for fractional parts of years will be added together to determine full year equivalents. Such experience must be full-time service. Any final fraction of seventy-five percent (75%) or more will count as one (1) year. This experience must be within the last fifteen (15) years. College teaching, not including teaching assistants, may be included as teaching experience for salary placement purposes, providing that it was at least a half-time assignment, based on the college's definition of a full-time assignment. Only upper division and graduate units will be counted beyond the BA for initial salary placement.

- E. **Advancement** within the schedule is considered a professional promotion. Completion of the equivalent of one (1) semester of full-time service during a school year will qualify for a step interval advancement in the following school year
- F. **Reclassification** on the salary schedule may be initiated by completing a regular petition form and placing it on file in the Certificated Personnel Office no later than April 15. The verification of work completed must be in the form of an official transcript and filed in the Certificated Personnel Office by October 15. Any exceptions to the deadline dates which are deemed justifiable will be approved by the Assistant Superintendent, Personnel Services.

**G. An Evaluation Committee** consisting of two (2) representatives appointed the SEA President and two (2) representatives appointed by the Superintendent or designee acting in an advisory capacity is charged with the responsibility for the evaluation of units beyond the BA degree (or equivalent) that do not appear to meet the standards adopted by the Board of Education. The Committee will hear appeals from the individual unit members when there is dissatisfaction with an administrative decision in matters of reclassification.

**H. Established Classifications:**

Unit members, including school nurses, librarians, special education teachers, and any other special assignment teacher are eligible for placement within the schedule according to training completed. The following classifications are established:

- Group I BA Degree from approved institution.
- Group II BA Degree from approved institution plus 15 semester hours earned subsequent to the degree.
- Group III BA Degree from approved institution plus 30 semester hours earned subsequent to the degree. In the event that a member earns a credential within a bachelors program, the credential shall be counted as 30 post-bachelors units.
- Group IV BA Degree from approved institution plus 45 semester hours earned subsequent to the degree.
- Group V BA Degree from approved institution plus 60 semester hours earned subsequent to the degree
- Group VI Master's Degree from an approved institution or 75 semester hours earned subsequent to the degree

**I.** Whenever a unit member is reclassified to a higher group on the schedule, the unit member shall be placed upon the step which is equivalent to his/her years of credited service.

1. Reclassification on the basis of college units:

Graduate credits from a non-accredited institution are accepted if they appear on a transcript of a separate accredited university or college.

A semester hour of college or university work at lower or upper division level is acceptable for credit on the salary schedule, provided it is needed for meeting credential, degree or district-sponsored in-service requirements. Approval for taking lower division courses, not required for credential or a degree, must be obtained from the principal and the Assistant Superintendent, Personnel Services, prior to registering for the course if credit is desired. Quarter units are converted to semester units by applying the factor two-thirds.

The standards for recognition of additional units are:

- a. Upper division or graduate units related to respective teaching fields and /or educational topics.

- b. Lower division units, when approved by the principal and/or Assistant Superintendent, Personnel Services, because of a specific relationship to a teaching assignment or fulfillment of a credential requirement.
2. Reclassification on account of professional development courses:

Credit for salary advancement will be granted under the following circumstances for professional development not paid by the district:

- a. Each participant will be eligible for credit at the rate of one unit for each sixteen (16) hours of class or workshop instruction. Eighty-five percent (85%) attendance is mandatory and participation in each session on a full-time basis is expected.
  - b. Professional development, when approved by the principal and/or Assistant Superintendent, Personnel Services, because of a specific relationship to a teaching assignment or fulfillment of a credential requirement.
3. Reclassification on the basis of continuing education units will be granted under the following circumstances:

- a. Continuing education units shall be computed in the same manner as professional development units (1 unit for 16 hours of instruction), when not granted by institutions of higher education.
- b. Whenever a college or university grants the continuing education units, they shall be accepted as designated by the college or university transcripts.
- c. Continuing education courses required for licensure will be accepted toward reclassification.
- d. When approved by the principal and/or Assistant Superintendent, Personnel Services, because of a specific relationship to a teaching assignment or fulfillment of a credential requirement.

4. Reclassification on the basis of educational travel:

Credit for salary advancement will be granted under the following circumstances for travel experience. Each participant will be eligible for credit at the rate of one-half unit for each three weeks of educational travel, not to exceed a total of one (1) unit credit per school year. Requests for such credit need to be made in advance with the approval of the Superintendent or his/her designee, identifying the value of such travel to the unit member and School District, and shall be verified by a report from the unit member upon his/her return, and submitted to the Certificated Personnel Office.

**J. Unit members on leave of absence** for study shall advance on the salary schedule at the same rate as those in active service, providing a study plan has been approved by the Superintendent. Sabbatical leave counts as active service.

**K. When a unit member is fulfilling military obligations**, he/she will progress on the salary schedule as if he/she were on active district service.

**L. Special Assignment Provisions**

1. Rate of pay for Teachers of Home Hospital Students, shall be six hours of pay per student (five hours of instruction with one hour of preparation), paid based on the Certificated Hourly Schedule found on the bottom of the Teacher's Salary Schedule.

Rate of pay for District-funded summer school and long-term Independent Study is based on the bargaining unit members' appropriate column of the Certificated Hourly Schedule found on the bottom of the Teacher's Salary Schedule.

2. Completion of Secondary Class Schedule - If excess enrollment in secondary courses requires the formation of additional class sections, as determined by the Principal and approved by the Personnel Department, unit members may be offered the option of teaching an additional period. Full time permanent teachers with the appropriate credential or legal authorization will be eligible for an extra period assignment. If more than one unit member desires the assignment, the principal will consider the following factors:

- a. The recency of teaching experience in the subject
- b. The number of teacher preparations
- c. The master schedule
- d. The equitable opportunity for participation from year to year

The decision of the principal is final with no right to appeal.

If no full time permanent teacher accepts the extra period assignment, it may be offered to probationary or temp teachers.

If a regular classroom teacher accepts an assignment to teach a sixth instructional period, he/she shall be compensated at one-sixth of his/her per diem for each extra period of service divided evenly over eleven (11) months. There shall be no additional compensation for time spent in preparation for this extra period of teaching. This compensation shall be considered extra compensation and not part of the unit member's base salary for STRS reporting purposes. The length of each assignment will be for one semester. Monthly time sheets will not be required.

3. Co-Curricular Supervision – Please see stipend schedule

4. Extended School Year (ESY) Summer School Employees - Hourly rate is based on their appropriate column of the Certificated Hourly Schedule found on the bottom of the Teacher's Salary Schedule.
5. Summer Curriculum Development - Hourly rate is Certificated Hourly Schedule of Group I, Step 1 on the Teacher's Salary Schedule.
6. Additional Short-term Assignment - Hourly rate is Certificated Hourly Schedule of Group I, Step 1 on the Teacher's Salary Schedule.
  - a. In the event a special education unit member assumes the non-teaching responsibilities of a special education unit member on leave, they will be compensated \$50.00 per pupil, per month.
    1. In addition, attendance at after school IEP meetings related to (6.a) above, will be compensated at the hourly rate of the Certificated Hourly Schedule of Group I, Step 1 on the Teacher's Salary Schedule
  - b. Nurses assigned to an additional school(s), due to another Nurse being on leave, a lack of substitute nurses, or a nursing vacancy will be compensated one hour at their per diem hourly rate for every day they cover a school not on their assigned caseload.
7. Staff Stipend - Unit members who attend staff development training on a non-school day shall be paid a stipend for a minimum of a half day of training.  
Please see stipend chart.

**M. Elementary Stipend Schedule (See Stipend Schedule in Appendix B)**

1. Lead Teacher. The Lead Teacher shall receive an annual stipend based upon the Teacher's contract year (185 days). In the event a school chooses to select two Co-Lead Teachers, the stipend will be split equally. Additional Lead Teacher guidelines are in the Certificated Handbook.
2. Grade Level Chair/Leadership Team. An available stipend per site shall be distributed equally among the chairpersons.
3. The teacher of record of combination classes shall receive an annual stipend based upon the Teacher's contract year (185 days).
4. Extra-Curricular Program. An available stipend per site shall be used for extra-curricular programs. This stipend shall be divided into units.
  - a. Category A. These activities are long-term and/or high intensity. Each activity equals one full unit.
  - b. Category B. These activities are less intensive for a short duration. Each activity equals .5 unit or .25 unit depending upon the outcome of the approval process.

- c. Category C. Teachers approved to participate in an approved activity under this agreement who are not coordinating the activity will receive the current Co-Curricular Supervision hourly rate.
- d. Site Approval Process. In an open discussion at a faculty meeting the faculty will identify which activities or clubs are desired. Individual teachers may express an interest in sponsoring a club or holding an activity. The Grade Level Chair/Leadership Team will review teacher requests and shall recommend activities/position and appropriate category designation to receive a stipend. A committee composed of the Principal, SEA Representative, and a member of the Grade Level Chair/Leadership team will review the recommendations and approve the stipend and hourly allotments prior to October 15. The committee will meet each semester or as needed to review program.

**N. Extracurricular Activities Stipend Schedule (See Stipend Schedule in Appendix C)**

Middle School

- 1. Each Middle School will divide extracurricular stipends in the following way:

*Leadership Advisor	1.5 stipend
*Activity Director	1.5 stipend
*Choral Music Productions	1.5 stipend
*Instrumental Music Productions	1.5 stipend
*Yearbook Advisor	1.5 stipend
*Drama Productions	1.5 stipend
*Intramural Coordinator	1.0 stipend
*Technology Coordinator	1.0 stipend
*Quiz Bowl Advisor	1.0 stipend
*Volleyball Coach- Boys	1.0 stipend
*Volleyball Coach – Girls	1.0 stipend
*Basketball Coach - Boys	1.0 stipend
*Basketball Coach – Girls	1.0 stipend
*Soccer Coach - Boys	1.0 stipend
*Soccer Coach – Girls	1.0 stipend

\*To be used as needed at each school site. Any unused stipend money will be added to remainder for club sponsorship.

The remaining funds (or more) can be used at each school site for club sponsorship, activities or duties to be distributed at increments of .25, .50, .75, 1.0 as decided by the Extracurricular Stipend Committee consisting of the Principal or designee, Activity Director and SEA representative.

- 2. There will be no steps for middle school stipends.

Senior High

The Extracurricular Activities Stipend Schedule may be found in Appendix C. Coaches/advisors new to the high school (9-12 grade) level sport/activities or new to the sport/activity would begin on Step 1. Each succeeding year of experience in the same sport/activity would result in the coach/advisor moving over one step to a maximum of 8 years as long as they remain in the same sport. To receive credit towards placement for experience on the stipend schedule, experience coaching the sport/activity must be within the last three years. This experience must have been paid experience on the Stipend Schedule in the Simi Valley Unified School District.

**O. Department Chairpersons**

The parties agree to establish Department Chairs at the secondary school level. Guidelines relating to the job description and selection procedures are outlined in the Certificated Employee Handbook.

Department Chairs shall be determined by the last day of the preceding school year. A stipend will be determined for each Department Chair by the last working day of October.

Each comprehensive secondary school will allocate the budgeted funds for secondary department chair stipends based on a three tier funding model. Department Chairs will be designated into one of the following three categories:

<u>Category A</u>	<u>Category B</u>	<u>Category C</u>
English/Language Arts	World Language	Any other
Math	Physical Education	Department Chair
Science	Visual & Performing Arts	established at the site.
Social Studies	Arts	
Special Education	Career Technical Education	
	Curriculum Lead - Apollo (4)	
	Curriculum Lead - M.V. (2)	

The base stipend for each category are found in the Stipend Schedule in Appendix B

Additional funds remaining from the budgeted amount after all Category A, B, and C funds are allocated will be equally divided based on the number of total department chairs and distributed to each school based on the number of departments.

To add or eliminate a department Chair stipend not reflected in Category C the recommendation must be approved by the principal and SEA representation, discussed at a faculty meeting and approved by a majority of the certificated staff. This process to be completed in the spring for implementation in the following year.

**P. Speech and Language Pathologist Stipends**

1. Bilingual Speech and Language Pathologist (Spanish) Stipend is based on district needs and found in the Stipend Schedule in the Appendix B.
2. Clinical Hour Fellowship Mentor Stipend is found in the Stipend Schedule in the Appendix B.
3. District will reimburse Speech and Language Pathologist licensing fee for the Certificate of Clinical Competence annually.

**Q. Summer Pay Warrants**

Unit members on twelve (12) month pay shall receive their July warrants on the last business day of the corresponding month.

## Article V

### **HEALTH AND WELFARE BENEFITS**

The District and Association have agreed upon health and welfare benefit coverages. Vision coverage for non-Kaiser plans is through VSP, and includes exams and materials allowance. The Kaiser plan includes eye exams, but materials are covered by VSP. Dental coverage for all medical plans is provided through Delta Dental. All plans will include coverages for the unit member and his/her eligible dependents.

Booklets and Summaries for all medical/dental/vision plans are available at the District web site: [www.simivalleyusd.org](http://www.simivalleyusd.org) under Benefits Information. User ID: SVUSD and Password: Benefits1.

Unit members who work at least 0.5 FTE are eligible for these benefits unless they are in a position that specifically excludes benefits.

Retirees and dependents shall have the opportunity to take part in the Health & Welfare benefit area as the law allows. (See Article IX)

1. Bargaining Unit Members may be charged a monthly fee (11 months/year) toward the cost of medical benefits. See the chart below for Employee Contribution Amounts.
2. Spouses/Domestic Partners of Bargaining Unit Members who are eligible for medical benefits through the employer of the Spouse/Domestic Partners and/or a retirement plan, at a cost less than or equal to \$250 per month, will not be provided primary medical benefits through our District. However, they may remain on our plan for secondary coverage and be charged the Spouse rate (see chart). The Association and the District agree to research the cost and use of Secondary Coverage in order to determine whether or not to maintain the secondary coverage.
3. For SVUSD employees enrolled in CalPERS for the 2021 plan year, Spouses/Domestic Partners who are both employees of the District may have one medical plan. If one medical plan is chosen, the District agrees to waive the employee monthly medical contribution for medical benefits and the deductible only if they select a plan other than a high-cost tier. Married SVUSD employees may submit office visit co-pay receipts and other receipts toward meeting their deductible to be reimbursed by the District (no later than July 31<sup>st</sup> for the previous year). Per SISC policy if the Spouse/Domestic Partner ever has a break in the medical plan coverage, they cannot return to this benefit.
4. Per SISC policy, employees enrolling after Open Enrollment 2021, Spouses/Domestic Partners who are both employees of the District must have their own separate medical plan.
5. SVUSD uses the language from the California Secretary of State for domestic partners. Same sex couples who have a Domestic Partnership registered with the State of California qualify for all of our medical plans. In the case of opposite sex couples, one person must be 62 years of age or older to qualify.

6. Open Enrollment will occur each year. Employees will have the opportunity to evaluate the offered plans and be able to change coverage with an effective date of October 1.
7. The following tiered monthly medical contribution structure will be in effect, and is re-evaluated on an annual basis.

	<b>HIGH COST PLANS</b>	<b>MEDIUM COST PLANS</b>	<b>NO COST/LOW COST PLANS</b>
	<b>1) 90/10 PPO</b>	<b>1) Kaiser 2) Anthem HMO-wide network</b>	<b>1) 80/20 PPO 2) Anthem HMO-NARROW network</b>
<b>Employee Only</b>	\$3,000	\$375	\$0
<b>Employee and one child</b>	\$6,000	\$750	\$0
<b>Employee and two or more children</b>	\$6,000	\$1125	\$0
<b>Employee and Spouse</b>	\$6,000	\$1125	\$0
<b>Employee/Spouse/Child</b>	\$6,000	\$1500	\$0
<b>Employee/Spouse/Children</b>	\$6,000	\$1875	\$0

On an annual basis the District and SEA will meet after the medical benefit rates are released to determine a no cost/low cost, medium cost, and high cost plan(s).

When the cost of medical benefits to the District equals 18% of certificated salaries, the two parties shall negotiate a solution for medical benefit cost containment for the District. In September the parties will evaluate the impact of medical benefit costs for the subsequent year based on:

Prior year’s unaudited actuals.

Prior year’s medical benefit increase.

(i.e. In September 2017 the two parties will convene to determine if the 18% threshold has been or will be met in 2018/2019 using the 2016/2017 unaudited actuals and the 2017 benefit year increase.)

When the threshold has been met or appears that it will be met in the subsequent year, the parties will come back to the table by May 1. If a resolution is not reached the District and SEA will go to impasse. If progress is being made, both parties may agree to add additional sessions before impasse is declared.

SEA commits to returning to the bargaining table after each rate increase in order to ascertain the impact of increases to the offered medical plans. SEA also commits to exploring cost-containment ideas including “fair-share” and a 50/50 soft cap. Lastly, SEA commits to communicating the pressures facing future increase in total compensation (increasing STRS, declining enrollment, increasing medical, etc.)

If a decision is made to change medical providers (health trusts), the parties agree to negotiate the change and the impact.

***Compensation Bargaining Language***

The District and Association (SEA) recognize that certificated employees are compensated by the District for service by way of salary, health and welfare benefits, and statutory benefits that include STRS (retirement), Medicare and life insurance. The District and Association also recognize that any future compensation percentage increase impacts all compensation mentioned above.

## Article VI

### ADULT EDUCATION

#### A. Contract Coverage of Adult Education Teachers

All full time certificated Adult Education employees are members of the bargaining unit. Adult Education unit members shall be covered by all of the Articles of this Agreement, including this Adult Education Article, but excluding the following Articles:

Article IV	Wages (except Section J)
Article VII	Transfers
Article XII	Class Size
Article XVI	Hours

When language in this Article (Article VI) is different from language in another Article, this Article has precedent.

#### B. STRS Work Year

1. The number of days in the unit member's work year for adult education certificated hourly employees is specified in each unit member's assignment letter (generated each semester) and corresponds to the FTE Hours listed in this section.

The work year for adult education certificated hourly employees is defined by the following categories of adult education teaching positions and full-time equivalent hours.

#### STRS Adult Education Teaching FTE Classifications

#### Full-Time Equivalent

1680 FTE	= Respiratory Tech, Machine And Welder Training (12 month program)
1600 FTE	= Cosmetology (12 month program)
1440 FTE	= Dental Tech (12 month program), Surgical Tech (12 month Program),
1260 FTE	= ESL, Computer Graphics, Business & Computer Technology, Academic Studies, (10 month Program,-summer programs beyond STRS work year)
1050 FTE	= Other Adult Ed and Career Technical Education Programs (10 month program, summer programs are beyond the STRS work year)

2. Any work hours beyond the STRS FTE work year will go into the employee's Defined Benefit Account. Additional hours within the regular academic school year, will not exceed 10% of each program's designated STRS year. Additional hours need prior mutual agreement between the instructors and administration, based upon the needs of the program.
3. Summer programs are beyond the STRS work year. Summer School is a separate assignment, not part of the STRS FTE work year and is only offered on a limited basis, based on student and community interest, and with administrative approval. Priority for teaching assignments will be given to full-time instructors within the department based on District seniority on a

rotating basis.

**C. Permanency**

Adult Education employees who are members of the unit gain permanency through the Adult Education program:

1. Adult Education programs in all categories will vary in the number of hours required for permanency. This is due to the fact that teachers achieve permanency based upon their classification and defined work year. A unit member must teach more than sixty (60) percent of the hours in the FTE category in which the unit member is assigned to teach, and must work seventy-five (75) percent of the FTE category's annual hours during a fiscal year in order to gain credit for one (1) year of service credit.(Ed Code 44908 & 44929.25). Each year, the FTE category in which a unit member's hours are recorded, would be in the category in which the teacher works the most hours during the fiscal year. Unpaid absences do not count toward completing the seventy-five (75) percent requirement.
2. A unit member who has been employed by adult education in a position or positions requiring certification for two complete consecutive school years as defined in (1) above and is then rehired for the next succeeding school year shall become a permanent employee in the adult education program at the beginning of the third year for the average number of hours worked. In no case shall the employee be classified as permanent for more than one full-time assignment within their STRS work year (Ed. Code 44929.25).
3. Defined work year:

<u>Full Time Equivalent</u>	<u>Full Time Hours/Week</u>	<u>75% FTE Hours*</u>	<u>60% Hours/Week</u>
1050	29	788	17+
1260	35	945	21+
1440	40	1080	24+
1600	40	1200	24+
1680	40	1260	24+

\* Days per year converted to hours.

**D. Reduction of Hours**

When there is a reduction in Adult Education classes, preference will be given to maintaining those classes which in the judgment of administration serve the needs of Adult Education and the community. Teachers of classes that need to be reduced due to declining student enrollment will be retained on the basis of seniority and their credentialed area. If the need arises to reduce

teachers, or hours, initial notice will be given no later than March 15. Due process procedures will be followed with the opportunity for an administrative hearing to be requested by the employee affected. Final notice of reduction of services will be given no later than May 15.

**E. Adult Education Classes**

1. Openings at Adult Education

When openings occur in Adult Education, consideration will be given to qualified unit members from within Adult Education provided their training and/or industry/educational experience equals or exceeds that of the qualified candidates who apply for the position from outside Adult Education. In the event the applicant is not selected, he/she shall be informed upon request, as to why he/she was not selected. Announcements of openings shall be sent to the Certificated Personnel Office to be advertised via the District website and emailed to all certificated personnel.

2. Scheduling of Classes

The Adult Education academic year shall follow the same holiday and break (excluding summer) schedule as the SVUSD JK/TK-12 School Calendar.

3. Online class protection –Online classes offered by Adult Education through an outside organization will not cause instructors to have hours reduced due to declining enrollment as a result of the online course registrations.

**F. Full-Time Teacher Substitute Pay**

In the event a substitute teacher from the substitute list is not available to cover an adult education class, at the discretion of the adult education administration, an adult education teacher, within their department, may be offered the substitute teacher assignment at their normal Adult Education rate of pay. Full-time teachers will have the first right of refusal. Hours spent substituting do not apply to either permanency nor to the 10% cap of additional hours.

A full time Certificated District Employee who works for Adult Education part-time and subs in their department receives their regular adult education rate of pay.

**G. Adult Education Wages**

Salary Schedule Placement: New full time employees with no experience will be placed in Step 1 (appropriate column). New employees with one year of experience will be placed on Step 2 (appropriate column). New employees with 2 or more years of experience will be placed on Step 3 (appropriate column).

Adult Education teacher salary schedule adjustments shall be the same percentage increase as the K-12 certificated unit members.

An anniversary increment shall be available to unit members at the rate delineated on Adult Education Teacher Hourly Pay Salary Schedule, prorated as to full-time which is defined as thirty (30) hours per week. This shall be given at the beginning of the tenth, thirteenth, sixteenth, nineteenth, twenty-second and twenty fifth year of regular service in the School District.

The unit member is responsible for holding, renewing, and maintaining a valid State of California teaching credential.

Advancement within the Adult Education unit member salary schedule is considered a professional promotion. To gain credit for one (1) year of service, the unit member must complete at least seventy-five (75) percent of the full time equivalent hours of his/her full time equivalent category during a school year. Unpaid absences are excluded in the determination for advancement. Salary schedule adjustments resulting from raises or, step and column advancement on the salary schedule shall be effective the first day of the fall semester of each fiscal year.

Official meetings, professional development, and trainings shall be compensated as follows:

- \* Mandatory on calendar-regular rate, part of the FTE
- \* Mandatory off calendar- regular rate. If during the school year, part of the 10%
- \* Voluntary on calendar with administrative approval – regular rate, part of FTE
- \* Voluntary off calendar with administrative approval – PD rate, not part of FTE or 10%

Unit members are eligible for placement within the schedule according to a valid BA/BS degree and post-graduate degree upper division units from an accredited college or university.

The following classifications are established:

Group I	BA Degree from approved institution, or a Standard Designated Subject Credential or other valid K-12 teaching credential.
Group II	BA Degree from approved institution plus 15 Semester hours earned subsequent* to the Degree
Group III	BA Degree from approved institution plus 30 Semester hours earned subsequent* to the Degree. In the event that a member earns a credential within a bachelors program, the credential shall be counted as 30 post-bachelors units.
Group IV	BA Degree from an approved institution plus 45 Semester hours earned subsequent* to the Degree
Group V	BA Degree from an approved institution plus 60 Semester hours earned subsequent* to the Degree
Group VI	Master's Degree from an approved institution or 75 Semester hours earned subsequent* to the Degree

- \* Units completed concurrently with the final semester, quarter or summer session in which the BA Degree was awarded and not required for the Degree, may count toward salary advancement, pursuant to these provisions.

Reclassification on the salary schedule may be initiated by completing a regular petition form and placing it on file in the Certificated Personnel Office no later than April 15. The verification of work completed must be in the form of an official transcript and filed in the Certificated Personnel

Office by October 15. Any exceptions to the deadline dates are subject to approval by the Assistant Superintendent, Certificated Personnel. See Article IV, Section 'J' for information regarding reclassification.

## **H. Leaves**

Adult Education unit members earn sick leave in proportion to the time they work.-Article VIII, Leaves, in the Certificated Contract between SEA and the District will be in effect for all Adult Education unit members. Unit members may use 70% of their leave hours for personal necessity.

### Leave Hours:

1680 FTE = 96 hours (8 hours x 12 months)  
1600 FTE = 84 hours (7 hours x 12 months)  
1440 FTE = 72 hours (6 hours x 12 months)  
1260 FTE = 50 hours (5 hours x 10 months)  
1050 FTE = 37 hours (4 hours x 10 months)

## **I. Salary Schedule Placement /Reclassification**

When a unit member currently working in either the Adult Education program or the K-12 program applies for and is selected to the other program, years of credentialed service credit will be granted.

## **J. Lead Teacher - Adult Education**

### 1. Purpose

The purpose of this stipend is to recognize and compensate instructors who perform leadership functions in the coordination of programs within the department, organization and planning of instructional activities, grant proposals, WASC accreditation, etc.

### 2. Definitions

Provides organizational, educational and managerial leadership of professional staff and students under the direction of Adult Education Administration. Performs those duties as described in this Lead Teachers job description.

### 3. Subject Areas Qualifying for a Lead Teacher

Only unit members from subject areas that employ a minimum of two staff members, qualify to have a Lead teacher if the subject area needs coordination due to:

- The complexity of the instructional program,
- The frequency of grant applications involving the subject area,
- The need to have a teacher perform additional managerial duties in addition to performing the teaching duties and responsibilities described in the Adult Education Teacher Job Description.

4. Responsibilities

The Adult Education Principal and Administrators will assess site needs, establish criteria for Lead Teacher designations, select Lead Teachers and develop a plan with each Lead Teacher delineating the specific responsibilities for the school year.

The Lead Teacher's primary responsibility is to serve in the assigned teaching capacity. Other responsibilities may include, but are not limited to, the following:

a. Instructional Leadership

- Participate in interviews, screening and selection process of new staff members
- Orient, guide, assist and train new staff members
- Perform leadership responsibilities for the continual improvement of instruction to keep curriculum current and relevant
- Keep abreast of current trends in education related to teaching assignment
- Assist with in-service activities and workshops
- Work with marketing committee to design special promotions to promote Adult Education program
- Serve as a resource to other teachers who request assistance
- Prepare copy for department's section in each Schedule of Classes and follow through to insure accuracy
- Responsible for establishing/maintaining/reporting data on department's student attendance, performance, program completion and job placement and other state required accountability documentation.
- Work with Adult Education Administration and department staff to incorporate required District course components into appropriate curriculum

b. Ongoing Management Functions

- Coordinate work schedules of instructional staff including teachers, instructional aides and student helpers and present them to the Adult Education Administrator for approval
- Arrange for substitutes, as needed, to accommodate staff absences from regular assignments
- Write and coordinate the writing of other staff members' responses to grant applications
- Write and coordinate activities involved in the WASC self-study, and self-study report, Strategic Plan.
- Coordinate special events and activities sponsored by the subject area or the Adult Education as a whole
- Assist with visitations/tours/observations by outside visitors
- Coordinate off-campus educational activities per direction of the Adult Education Principal or other Adult Education Administrators
- Respond to parent and community inquiries or concerns, as needed
- Facilitate problem-solving with Adult Education Administrator in a timely fashion

- to assist and support students and staff and maintain a positive atmosphere
- Disseminate information when requested by Adult Education
  - Assist Adult Education Administration in implementing all policies and rules
  - Represent department at both on-campus and off-campus meetings, include District meetings
  - Respect the confidentiality required of this position, including the confidentiality necessary when personal information is shared.

5. Stipend

The stipend for the position of Lead Teacher - Adult Education shall be delineated on Adult Education Teacher Hourly Pay Salary Schedule. This stipend shall be paid in two installments, half at the end of the first semester and half at the end of the school year.

## Article VII

### TRANSFERS

#### A. Superintendent's Authority

The Superintendent is vested with the responsibility and the right to transfer a unit member from one school to another school at which the unit member is certificated to serve within the District when the Superintendent concludes that such transfer is in the best interest of the District, notwithstanding other provisions of this Article. The Superintendent, however, will exercise this authority only in rare and unusual situations, and such exercise of authority on his/her part is subject to the provisions of the grievance procedure.

#### B. Seniority

Seniority is based on the unit member's paid contracted certificated service. Unit members wishing to move into or out of programs for which a special education credential is required must apply for a transfer in the regular manner.

#### C. Voluntary Transfer

1. All transfers will be considered until one week prior to the first day of school.
2. Announcements of Openings – The Certificated Personnel Office will be responsible to announce specific job openings, written and on the District website, indicating the school, the grade, the type of program, and any specific needs. Such requirements and qualifications must reasonably relate to the needs of the position. These announcements will be sent out within five (5) business days of the vacancy being known by the District, via district email and online. This shall take place initially in early spring and thereafter whenever it is determined a position will continue in the following year.  
All written announcements for transfer opportunities will be available at the Certificated Personnel Office, posted on the District website, and sent out to all certificated unit members' district email. The window of opportunity may be as short as two (2) days in the event a transfer opening occurs within a week before the first certificated start date of the school year.
3. Application – Unit members requesting a transfer must apply for a specific position from among positions open at the time they wish to apply. Any unit member may apply for a regular or temporary position within the time frame as indicated in Section C.1.

Probationary and permanent unit members who apply for a transfer shall be interviewed prior to outside applicants.

A transferred teacher will be placed in the position as advertised unless unforeseen curriculum and/or enrollment factors mandate a change of assignment within credential authorizations.

4. Involvement of Receiving School - The following criteria, as they relate to the specific requirements and qualifications of the position, shall be utilized when selecting the candidate.

The following criteria (listed in unranked order) will be considered first:

- Credential(s) and authorization(s)
- Demonstrated commitment to school philosophy and program
- Experience in Grade Level (Elementary)
- Experience in Subject(s) (Secondary)
- Seniority
- Training and/or special abilities

The following criteria (listed in unranked order) will be considered next:

- Administrative evaluations and/or observations
- Human Relation Skills
- Interview
- Recommendations
- Willingness to perform adjunct duties and/or extracurricular activities

Applicants may be selected or rejected in the best interest of the school's instructional program as determined by the principal utilizing the criteria listed above.

5. Transfer Exchange - Any two (2) unit members may apply through the Certificated Personnel Office to exchange positions for a one-year or longer period of time provided:
  - a. Both unit members have achieved permanent status in the District.
  - b. The assignments are within the credentialed field of each unit member.
  - c. Each receiving principal is in agreement with the request.

#### **D. Involuntary Transfer**

1. Determination of Unit Members to be Transferred Other Than for Enrollment Reductions:

The decision to make transfers of unit members will be verified by the Superintendent at the earliest practical date prior to the next school year in which such transfers will be effective. Specific assignments and transfer determinations will be the responsibility of the Superintendent upon information assembled by the Assistant Superintendent, Certificated Personnel. Involuntary transfers shall be made only in the best interests of the school system as determined by the Superintendent. Bargaining Unit members who are subject to an involuntary transfer will be afforded the opportunity, prior to the final decision, to a conference with management that may include a representative of the

Association.

2. Transfers Due to Enrollment Reductions/Program Requirements:

Unit members who must be involuntarily transferred because of reduced enrollment or program requirements will be chosen on the basis of least district seniority unless another unit member volunteers for the transfer, or the employee transfer would jeopardize the program of that school as determined by the Superintendent. The Assistant Superintendent, Personnel Services has the authority to reject a volunteer if he/she has specialized training critical to the integrity of a program. If an existing program (e.g. JK/TK, SDC, etc.) is moved to another site, the affected teacher(s) will have the first opportunity to move with the program.

Unit members who are involuntarily transferred due to enrollment reductions and/or program requirements will be given the opportunity to express their preference of available positions, based on seniority.

3. The District shall provide two (2) days release time for all unit members involuntarily Transferred. Unit members who are involuntarily relocated on campus due to facility upgrades and/or maintenance will receive current substitute pay for a total of two (2) days.

**E. Return to Assignment**

Involuntary Transfers Due to Enrollment Reduction:

Unit members who were involuntarily transferred because of enrollment reductions can return to their prior school for up to one school year. Their request will be granted if openings exist prior to the end of the second week of instruction, or at the beginning of the next school year.

**F. Transfers Due to Longevity**

Unit members who have been at a school for ten (10) consecutive years may be transferred by the District upon request by the unit member to the Assistant Superintendent, Personnel Services.

**G. Program Changes**

In the event of a major program change (i.e., school opening or closing, reconfiguration), SEA and the District will meet and develop criteria and procedures for assignment and reassignment of personnel.

**H. Non-Selection for Transfer**

All applicants who are not selected for transfer, upon written request, shall receive a letter from and/or conference with the principal explaining the reasons for non-selection, based on the criteria listed in Section C-4.

## Article VIII

### LEAVES

Employee requirements for the following leaves are covered in this article:

- A. Personal Necessity Leave
- B. Bereavement Leave
- C. Funeral Attendance Leave
- D. Maternity Disability Leave
- E. Child Bonding Leave
- F. Child Rearing Leave
- G. Family Care Leave - (Family Medical Leave Act [FMLA]/California Family Rights Act [CFRA])
- H. Catastrophic Leave
- I. Personal Illness Leave
- J. Personal Leave
- K. Industrial Accident and Illness Leave
- L. Legal Commitments, Transactions, and Jury Duty
- M. Military Leave
- N. Employee Exchange
- O. Sabbatical Leave

#### Definition of Immediate Family

By definition, immediate family includes mother, mother-in-law, father, father-in-law, spouse, son, son-in-law, daughter, daughter-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, guardian, grandchild, anyone who served in the capacity as parent, or any person living in the immediate household of the unit member.

#### **A. Personal Necessity Leave**

Unit members may elect to use up to seven (7) days of earned and accumulated sick leave annually. In claiming personal necessity, the member is certifying that such absence was used for reasons of compelling personal importance. Such use shall be at the discretion of the unit member. With just cause, the School District has the power and duty to review the determination of the unit member.

For the purpose of this section, “just cause” means that if there is an objectively demonstrable cause (that is, beyond a mere unsupported suspicion) to doubt that a compelling personal reason exists, the District has the “power and duty” to “review the determination” by requesting the reason for having taken the leave. If it is determined that no such reason or insufficient reason existed, the District may deny the pay for such leave time.

In the interest of establishing guidelines for utilization, the parties have further agreed that:

1. Whenever such utilization of leave time under Section A is anticipated in advance, reasonable advance notification of intent to take the leave shall be given.
2. Section A, Personal Necessity Leave, (absent for a compelling reason), should not be taken for the following reasons:
  - a. Vacation
  - b. Recreational pursuits
  - c. Political Activities (including strikes, demonstrations, picketing and lobbying)
  - d. Social Events (except for weddings, graduations, child's school fieldtrips, and religious ceremonies of immediate family members)
  - e. Seeking or engaging in remunerative employment/business

The parties further recognize that on relatively rare occasions the reason for the leave may be of such a highly personal and private nature that the unit member should not be expected to divulge the reason. In this event, the District shall accept the unit member's assertion of a compelling personal need, unless there is still cause for doubt. In that event, the matter will be referred to the Assistant Superintendent, Certificated Personnel, for determination in a private meeting between the unit member and the Assistant Superintendent of Certificated Personnel. Matters discussed in the meeting will not be recorded and will be kept in the strictest confidence.

#### **Discretionary Personal Leave**

During any school year a unit member may use up to three (3) days of accumulated sick leave as personal necessity days without stipulating the reason for the leave, to be herein referred to as discretionary personal necessity days, when possible, providing the District at least twenty-four (24) hours advanced notice.

#### **B. Bereavement Leave**

Each unit member shall be allowed a leave of absence, with pay, for a period not to exceed up to five (5) days (not necessarily consecutive) when such absence is occasioned by reason of a death in the immediate family. If additional days are necessary, personal necessity days may be used.

#### **C. Funeral Attendance Leave**

Leave to attend the funeral of a close friend or a relative, not a member of the immediate family, must be approved in advance by the unit member's immediate supervisor. If the

immediate supervisor denies such leave, the unit member may appeal the denial to the Superintendent and/or his/her designee. Time for the attendance is up to two (2) full days. This leave is independent of sick leave.

#### **D. Maternity Disability Leave**

Maternity disability leave of absence shall be granted to any unit member who is required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom under the following conditions:

1. The length of the maternity disability leave, including the date on which the leave should commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the physician, to coincide if feasible, with the beginning of a term or other appropriate break.
2. The unit member is entitled to use accumulated sick leave when physically disabled or otherwise incapacitated from performing duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. Use of sick leave benefits, under these circumstances, is restricted to cases of disability or related incapacity and must be verified by medical certification.
3. That period of leave when the unit member is not physically disabled or otherwise incapacitated from performing duties shall be without compensation unless otherwise provided for under Child Bonding Leave.
4. A certificate of good health from the attending physician shall be submitted prior to reinstatement following leave for maternity disability.
5. At the expiration of the leave of absence, for twelve (12) calendar months or less, the unit member will normally return to the school attended immediately prior to the leave in accordance with rights and transfer policy provisions. For leaves exceeding twelve (12) months, the unit member will be guaranteed a position for which they are credentialed or legally authorized, however it may not be the same assignment or work site.

#### **E. Child Bonding Leave:**

In accordance with AB375, a unit member who has been employed with SVUSD for at least one year, and has exhausted all available sick leave and continues to be absent while taking maternity or paternity leave under CFRA shall be eligible to receive paid leave for up to a total of 12 school weeks (60 contracted days).

- a. The 12 week period for Child Bonding Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to Section 12945.2 of the Government Code.
- b. During the period of Child Bonding Leave, the unit member is entitled to fifty percent (50%) of the regular salary.
- c. An employee shall not be provided more than one 12-week period per maternity or paternity leave per school year. However, if a school year terminates before

the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year, within one calendar year of the birth or adoption of the child.

- d. Child Bonding Leave may begin once or after the mother has been released from pregnancy disability and cleared by her doctor to return to work. For the non- birthing parent, Child Bonding Leave may begin on or after the date of the birth or adoption of the child.

## **F. Child Rearing Leave**

An unpaid child rearing leave of absence may be granted to a unit member for the purpose of child rearing under the following conditions:

1. Once a unit member has exhausted Child Bonding Leave (Section E) he/she shall have the right to apply for a leave without compensation for child rearing purposes.
2. A unit member on a child rearing leave may not attend school full time or be gainfully employed outside the School District full time during the hours that the unit member would have been working for the District. Such a leave shall not deprive a unit member of the opportunity to substitute in the School District.
3. The length of the leave, including the date on which the leave should commence and the date on which the unit member shall resume duties, will be arranged through coordination of the Assistant Superintendent, Personnel Services and the unit member, to coincide, if feasible, with the beginning of a semester.
4. At the expiration of the leave of absence, for twelve (12) calendar months or less, the unit member will normally return to the school attended immediately prior to the leave in accordance with the unit member's seniority rights and transfer policy provisions. For leaves exceeding twelve (12) months, the unit member will be guaranteed a position for which they are credentialed or legally authorized, however, it may not be the same assignment or work site.
5. The Board of Education, upon recommendation of the Superintendent, and in the best interest of the School District and unit members, may under special circumstances, use discretion in applying extensions of time as deemed necessary.

## **G. Family Care Leave**

The Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) provide up to 12 weeks of unpaid, job-protected leave to eligible unit members for certain family and medical reasons. Unit Members are eligible if they have worked for Simi Valley Unified School District for at least one year, or for 1,250 hours over the previous 12 months (except full-time teachers). FMLA/CFRA entitles you to paid health and welfare benefits and rights back to your same position.

1. Definition

Family Care Leave is leave granted as follows:

- a. To care for the unit member's spouse, child, or parent, who has a serious health condition;
- b. For the birth of a child, or placement of a child with the family for adoption or foster care, only within the first 12 months after birth or placement of the child.

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age, or an adult dependent child. “Parent” means a biological, foster or adoptive parent, a stepparent or grandparent who raised or helped raise an employee as a child, a legal guardian, or another person who the unit member has medical power of attorney. It does not include in laws. “Spouse” is a husband or wife; it does not include persons who are only cohabiting. “Registered domestic partners” are defined as same-sex partners at least 18 years of age sharing a common residence or same or opposite sex partners sharing a common residence where one or both of the partners are eligible for Social Security and if they are of opposite sexes, at least one is age 62 or older. In order to qualify as registered domestic partners, the partners must file a Declaration of Domestic Partnership with the California Secretary of State pursuant to Family Code Section 297.

A “serious health condition” must meet the criteria set forth in federal and/or state law, and includes an illness, injury, impairment, or physical or mental condition that involves:

- a. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility;
- b. Any period of incapacity requiring continuing treatment by (or under the supervision of) a health care provider; or
- c. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity.
- d. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g. when suffering from Alzheimer's, late stages of cancer or a severe stroke).
- e. Complications of pregnancy, childbirth, recovery from childbirth.

2. **Paid** leave may be granted as follows::

Family Care Leave: A unit member may elect to use days of accrued sick leave to care for the serious health condition of a family member. The unit member will provide advance leave notice, when possible, and medical certification.

Requests for Family Care Leave must be accompanied by a certification from the health care provider of the person requiring care to include:

- a. The date on which the serious health condition began.
- b. The probable duration of the condition.
- c. An estimate of the amount of time the health care provider believes the employee needs to care for the family member.
- d. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

3. **Unpaid** leave may be granted for any of the following:

- a. To care for the unit member's spouse, son or daughter, or parent, who has a serious health condition; or
- b. For a serious health condition that makes the unit member unable to perform his or her job, except for leave taken for disability due to pregnancy, childbirth or related medical conditions.

4. Terms of Family Care Leave:

Family Care Leave shall not exceed 12 work weeks during any 12-month period. The 12-month period shall begin with the date that any employee's first Family Care Leave begins. Family Care Leave shall run concurrently with the federal Family Care and Medical Leave Act and California Family Rights Act except for leave taken for pregnancy disability, childbirth or related medical conditions which extends beyond six weeks. If your pregnancy disability extends up to four months, you are entitled to 12 weeks of California Family Rights Act (CFRA) leave without benefits after your disability ends. Leave for the birth or placement of a child must be initiated within one year of the birth or placement of the child. Such leave shall not be taken intermittently or on a reduced leave schedule.

During Family Care Leave, the unit member must use all accrued leave, other accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the leave is one for which sick leave can be taken pursuant to bargaining unit agreements and/or Board policy. The unit member will be required to provide advance leave notice and medical certification. Leave may not be denied if the requirements are met. The unit member must provide 30 days advance notice when the leave is foreseeable.

If leave is for planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule leave to avoid disruption of District operations.

Requests for Family Care Leave must be accompanied by a certification from the health care provider of the person requiring care to include:

- The date on which the serious health condition began.
- The probable duration of the condition.
- If Family Care Leave is due to a unit member's serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his or her job.
- Family Care Leave for the care of a child, spouse or parent shall also include:
  - Estimate of the amount of time the health care provider believes the employee needs to care for the child, parent or spouse
  - Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

If additional leave is needed when time estimated expires, the unit member must provide re-certification to include the above items.

#### 5. Intermittent / Reduced Work Schedule Leave

Family Care Leave may be taken intermittently or on a reduced work schedule when medically necessary and in such a case, the unit member may be required:

- a. To take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment.
- b. To transfer temporarily to a different job with equivalent pay and benefits that can better accommodate recurring periods of leave.
- c. If the person is in an instructional capacity and requests leave for more than 20% of the total number of working days during the period of medical treatment, the District may require the employee to choose one of the two options above.

#### 6. Maintenance of Benefits:

##### Paid Benefits

During Family Care Leave, the unit member shall continue to be entitled to participate in the District's medical, dental and vision plans with the same District contribution that was in effect prior to the leave. Upon expiration of the Family Care Leave entitlement, if additional unpaid leave is authorized, continuation of health care benefits coverage shall be allowed with the unit member paying all costs of coverage or as may be allowed in other applicable policies.

##### Recovery of Benefits

The District will recover health premiums paid if the unit member fails to return from Family Care Leave after the leave period has expired, provided this is for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the unit member to family care and medical leave, or other circumstances beyond the unit member's control.

7. Maintenance of Status:

The unit member shall retain his or her employment status with the District during the leave period. The leave shall not constitute a break in service for purposes of longevity or seniority. For purposes of layoff, recall, promotion, job assignment and seniority related benefits, the unit member returning from Family Care Leave shall return with no less seniority than he or she had when leave started.

8. Reinstatement:

If the Family Care Leave was due to the unit member's own serious health condition, prior to returning to work the unit member shall provide a certification from the health care provider that he/she is able to resume the essential duties of the position.

The District will reinstate the unit member in the same or a comparable position when Family Care Leave ends. At the expiration of the leave of absence, for twelve (12) calendar months or less, the unit member will normally return to the school attended immediately prior to the leave in accordance with seniority rights. For leaves exceeding twelve (12) months, the unit member will be guaranteed a position for which they are credentialed or legally authorized, however it may not be the same assignment or work site.

A unit member who takes leave has no greater right to reinstatement than if he or she had been continuously employed. If the District reduces its work force during the leave period and the unit member is laid off, he or she is subject to the reduction in force process.

The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any unit member because he or she exercises the right to Family Care Leave or because he or she gives information or testimony related to his or her or another person's Family Care Leave in an inquiry related to family leave rights.

**H. Catastrophic Leave**

A “catastrophic illness” or “injury” is an illness or injury that is expected to incapacitate the participant\* for an extended period of time, or that incapacitates a member of the participant’s immediate family\*\* which requires the participants to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the participant because he/she has exhausted all of his/her sick leave and other paid time off. Any leave for which the member has applied for workers’ compensation shall be excluded from the definition of catastrophic leave.

\*A participant is any certificated employee in the district who has donated to the current bank.

\*\*Definition of immediate family is outlined in the Leaves Article of the Contract.

Whenever possible, a unit member must submit a request for the additional days to Certificated Personnel Services at least fifteen working days before they expect to exhaust all available sick leave. The unit member is required to submit a physician’s verification to the Personnel office which clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating health circumstances of the employee or immediate

family member, along with the anticipated length of time absent from work. If an employee is incapacitated, applications may be submitted on behalf of the employee to the District by the employee's agent or member of the employee's family. The Assistant Superintendent, Personnel Services shall determine if the illness or injury meets the appropriate criteria and shall then inform the SEA President that an employee has requested catastrophic leave. The Assistant Superintendent, Personnel Services shall arrange for a meeting of the Catastrophic Review Committee which will evaluate the request and make a recommendation to the Superintendent.

The Catastrophic Review Committee shall consist of two (2) representatives appointed by the SEA President and two (2) members appointed by the Superintendent or designee. If the committee unanimously determines the employee qualifies for a catastrophic leave, the employee will receive up to 50 sick leave credits (days), or up to 100 half day sick leave credits, depending on the amount of days needed to fulfill the catastrophic leave request. A unit member may only request these additional days, under this provision, once every five years. If the request is denied, the committee will indicate the basis of the denial for the request. Members of the committee shall keep the nature of the catastrophic illness or injury confidential.

#### Donation of Sick Leave Credit

The District and SEA have created a Catastrophic Sick Leave Bank to alleviate a financial hardship for the certificated employee who qualifies for a Catastrophic Leave and has exhausted all of his/her available sick leave.

The enrollment period for the Catastrophic Leave Bank will occur from September 1 to September 30 each school year. The District will send a Leave Bank Donation Form to all certificated employees requesting a donation of one sick leave day to the catastrophic bank. Certificated employees are only eligible to participate in the Catastrophic Leave Program if they donate a day to the leave bank.

All donated sick days must be for full days and thereafter are irrevocable.

Transfer of donated sick leave credits will be honored only upon written authorization of the donor via the Donation Form. The written authorization shall acknowledge that the donor understands the transfer authorization is irrevocable and that the leave credits will not be available for certification to the retirement system and will therefore result in a reduction of the retirement service credit that would otherwise have been available at the time of retirement. The accrued leave credits shall be held in a "bank" available for approved participants for a catastrophic leave.

The Catastrophic Leave Committee shall continuously review the remaining days in the leave bank. If the number of days drops below 50, the Leave Bank Donation Form will be sent to all permanent certificated employees. Re-enrollment will be necessary for eligibility.

The intent of this particular leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective Surgery
2. Personal necessity leave
3. Normal pregnancy
4. Substance Abuse Rehabilitation
5. Bereavement

## **I. Personal Illness**

Each full-time unit member is entitled to one (1) day of sick leave per month of the contract period. The contract period is 10 months with a total of 10 sick days earned for each school year. A unit member who is employed less than full time is entitled to a proportionate amount of sick leave, in accordance with his/her contract.

Unit members may accumulate unused sick leave without limitation.

Certification of transferable sick leave by new District unit members coming from other California districts shall be made in accordance with Education Code Section 44979.

During each year of contracted service, when a unit member is absent on account of personal illness, he/she shall be allowed full salary for that period of time equal to the balance of his/her accumulated sick leave. Compensation for continued absence beyond the expiration of accumulated sick leave within the school year shall be fifty percent (50%) of the regular salary, irrespective of substitute replacement for a period of time not to exceed five calendar months or return to duty, whichever occurs first.

Written certification from a physician or health advisor must be sent to the District at the beginning of the five month period at half pay, along with a Request for Leave form where the absence is expected to be of extended duration. Upon return to duty, a unit member must provide his/her supervisor with an affidavit from a licensed physician, chiropractor or church practitioner, certifying the unit member's fitness for duty.

A unit member is eligible for only one five-month period per illness or injury per year and if a five-month period is not completed by the end of the school year, the balance of days continue into the next school year. A new five-month period does not begin with the start of the next school year. After a unit member has exhausted the five months of leave and is unable to return to work, the unit member shall be placed on a re-employment list for twenty-four (24) months if probationary and thirty-nine (39) months if permanent.

If, during the re-employment period, a unit member is able to return to work, he/she shall be reinstated in a position for which the unit member is credentialed and legally authorized to serve. (Ed. Code 44978.1) Should current law governing five-month leave provisions change, either party may reopen this section of the Leaves Article.

Total salary received from sick leave benefits and/or worker's compensation benefits shall not exceed the regular salary of a unit member.

Absence due to illness and/or injury for twenty (20) or more days will be considered a health leave requiring a doctor's statement certifying the unit member's fitness for duty.

Normally, verification will not be required for short term illnesses. Verification may be required however, for absences of five (5) days or more, situations where there is a doubt as to the employee's fitness to return to work, or where the site administrator (or other applicable administrator) has reason to believe that there may be an abuse of sick leave.

## **J. Personal Leave**

After five (5) years of service, excluding leaves, a unit member may apply for a leave of absence without pay. Employees shall make every reasonable effort to submit a request for personal leave on or before March 1 of the school year immediately preceding the school year in which the leave will occur.

The request for leave shall be evaluated on the basis of the instructional requirements and best interests of the school system as determined by the Board of Education.

Personal leaves may be for a period of up to one (1) year, with the option of requesting renewal for one (1) additional year. Renewal requests shall be evaluated using the same criteria set forth above.

A unit member may elect to continue all District health and welfare benefits at his/her own expense, and to the extent permitted by the applicable health care provider, at the active employees' premium rate.

Employees shall make every reasonable effort to notify the District on or before March 1 of each year whether or not the employee is contemplating resigning/retiring, seeking a renewal of a leave, or will be returning from leave.

At the expiration of the leave of absence, the unit member will normally return to the school attended immediately prior to the leave in accordance with the unit member's seniority rights and transfer policy provisions.

## **K. Industrial Accident and Illness**

In accordance with Education Code Section 44984, industrial accident and illness leave shall be in effect for all unit members of the District according to the following provisions:

1. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a person employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused sick leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 44977, 44978 and 44983, and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member's appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the state.
10. The District reserves the right to secure proof of industrial injury or illness of a unit member. Before salary payments will be made to a unit member absent because of industrial injury or illness, a report of such an accident or illness, in the form required by the State Compensation Insurance Fund, must be on file in the Office of the Assistant Superintendent, Certificated Personnel.

#### **L. Legal Commitments, Transactions, and Jury Duty**

1. A unit member receiving a summons to appear in court as a witness will notify his/her principal or immediate supervisor. Appropriate arrangements will be made for covering his/her assignment during his/her absence.

A unit member entitled to leave without loss of salary will refund any pay, other than expense allowances, received for such appearances to the Payroll Department upon receipt. The unit member's regular earnings will remain the same as though he/she had not been absent from work.

A unit member who is granted a leave without salary in order to appear as a litigant or a witness not under official order may elect to use sick leave for salary replacement providing he/she can demonstrate that his/her request meets the requirements of personal necessity leave. Two (2) days of advance notice must be given to the immediate supervisor.

## 2. Jury Duty

The District agrees to grant to unit members called for jury duty the standard required by law which is paid leave of absence for one day or one trial. Unit members selected for a jury shall notify their school administrator by the next contractual work day. The District shall pay the unit member the salary and the unit member is to remit to the District the amount received for jury duty, less the amount awarded by the Court for mileage and expenses. Unit members shall report to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury duty to non-work year days (i.e. during summer, winter break and spring break) and shall be compensated at the current daily substitute rate for each non-work year day of actual jury duty served. The procedure for such postponement and compensation is as follows:

- a. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District.
- b. Forward these documents to the Assistant Superintendent, Personnel Services.
- c. For purposes of this article, unit members contracted to teach summer school are not eligible for jury duty compensation.
- d. The District may require further verification of any/all of the above mentioned documentation.

## M. Military Leave

1. Applicants for military leave shall make every effort to prevent their military obligations from conflicting with school duties.
2. Such absence shall not affect in any way the classification of such unit member with regard to District seniority. However, in the case of a probationary unit member, the period of absence shall not count as part of the service required as a condition precedent to the classification of such unit member as a permanent unit member of the District.

3. Within six (6) months after such unit member honorably leaves such service or has been placed on inactive duty, he/she will normally return to the school attended immediately prior to his/her leave in accordance with his/her seniority rights.
4. Compensation shall be paid as provided by Administrative Regulation 4161.5 Military Leave.

#### **N. Employee Exchange Leave**

1. The Board of Education, upon the recommendation of the Superintendent, may grant a leave of absence of one school year, with option to renew for one additional year, in order to allow unit members to take part in exchange arrangements.
2. The applicant shall submit and have approved in advance by the Superintendent, a plan for an exchange of teaching service. Criteria for granting an exchange leave shall be based on the following:
  - a. Value of the leave to the individual
  - b. Benefit of the leave to the District
  - c. Specific needs of the District
  - d. Consent of administrator affected by the exchange
  - e. Personal and professional characteristics of applicants as they are reflected as a representative of this School District, state, and country.
3. Eligibility:

To be eligible for an Exchange Employee Leave in the Simi Valley Unified School District, a unit member must meet the following requirements:

- a. He/she must have been employed as a regular full-time certificated employee in the District for a period of three years prior to commencement of the exchange assignment. Service of at least seventy-five percent (75%) of the teaching days in each year will count as a full school year.
- b. A unit member, upon completion of an exchange teaching assignment, shall agree to return to the service of the Board of Education and to continue in such service for a period of at least two (2) years, unless released by the Board of Education.
- c. The total number of unit members on exchange leave at any given time shall not exceed one percent (1%) of the total number of full-time unit members in the District during the same period of time. Should the number of applicants exceed the one percent (1%) limitation, an appropriate committee of representative unit members

will be established by the Superintendent to screen and recommend candidates.

4. Compensation

- a. The salary for exchange leave will be paid to the unit member while on leave in the same manner as if working in the District. The unit member must furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render at least two (2) years of service to the District, following return from leave. Such bond will be exonerated in the event of failure to return and render such two years of service caused by death or physical or mental disablement of the unit member.
- b. Absence on exchange leave shall count as a regular period of service and shall not interrupt the unit member's progress on the Teacher's Salary Schedule.
- c. Exchange leave shall count toward retirement, with retirement and annuity contributions to be deducted from payroll warrants in the usual manner.
- d. Health and welfare benefits authorized for regular District unit members will be provided to unit members while on exchange leave in the same manner as though they were regular full-time unit members.
- e. Deductions in salary payment, as requested by the unit member on exchange leave will continue in effect as though the unit member were on regular full-time service.
- f. Absence from duty by a unit member will be handled in the same manner as if the unit member were working in the District. Paid sick leave will be earned while on exchange leave. The District will reimburse the substitute employed to take the place of such unit member and shall deduct the amount so paid the substitute from the accumulated sick leave or compensation of the unit member where no sick leave allowance exists.

5. Return to Duty:

- a. A final report shall be filed with the Superintendent upon return from leave of absence for exchange teaching.
- b. A unit member upon return from an exchange of teaching service shall be assigned to his/her former teaching position, or to a position of comparable status.

**O. Sabbatical Leaves**

The provision of a paid Sabbatical Leave of Absence is suspended for the duration of this Contract of Agreement.

## Article IX

### RETIREMENT PROGRAM

To be eligible for one of the Retirement Program options the unit member must qualify with the requirements outlined below.

#### **A. Medical Benefit Requirements**

A unit member may only select one medical benefit option below and cannot switch to another option.

1. Unit members who retire between the ages of 55 and 61.5 years old and have ten years of service in the District, the District shall pay \$200 per month toward employee only health insurance premiums as allowed under the District provided Medical Health Plan (medical, dental, vision) up to Medicare eligibility.
  - a. If the premium of the plan selected by the retiree exceeds two hundred dollars (\$200) per month, the retiree shall be responsible for paying the difference.
  - b. The retiree may also at his/her option, and subject to the conditions set by the insurance provider, purchase additional insurance for his/her spouse/dependents at his/her own cost.
  - c. If the retiree purchases his/her own medical insurance or in the event of relocation to an area not serviced by the selected District provided Health Plan, the District will pay the individual retiree's retirement benefit as outlined above upon receipt of evidence of coverage.
  
2. If the unit member with ten or more years of paid active service with SVUSD retires at age 61.5 up to Medicare eligibility the District shall pay \$700 per month toward employee-only health insurance premiums as allowed under the District provided Medical Health Plan (medical, dental, vision) up to Medicare eligibility.
  - a. If the premium of the plan selected by the retiree exceeds \$700 dollars per month, the retiree shall be responsible for paying the difference.
  - b. The retiree may also at his/her option, and subject to the conditions set by the insurance provider, purchase additional insurance for his/her spouse/dependents at his/her own cost.
  - c. If the retiree purchases his/her own medical insurance or in the event of relocation to an area not serviced by the selected District provided Health Plan, the District will pay the individual retiree's retirement benefit as outlined above upon receipt of evidence of coverage.
  
3. Unit members with ten or more years of paid active service with SVUSD who are already Medicare eligible at the time of retirement shall receive a reimbursement of up to 2% of their final base salary for two years to supplement their employee-only Medicare B coverage, if they submit their retirement/resignation form before the February 1 "early-tell" deadline. The retiree must submit proof of their Medicare B payments to District Benefits Coordinator no later than June 1 of the current year for reimbursement.

**B. Additional Requirements**

1. The unit member must submit application on the District retirement /resignation form.
2. The unit member must retire from regular employment with the District and be officially accepted into the State Teachers Retirement System (STRS) prior to receiving the benefit. Acceptance shall be defined as monthly receipt of retirement income from STRS. Verification to the District Office shall be the responsibility of the retiree.
3. Retirees may elect to postpone the Retirement Program benefit to a later date. This benefit applies only until the retiree is eligible for Medicare. In order to qualify for postponement, the employee's last STRS-eligible employer must be SVUSD.
4. This Retirement Program benefit may not be used if the retiree elects COBRA.

**C. February 1<sup>st</sup> "Early-Tell" Signing Bonus**

A unit member who selects this option shall receive this benefit in addition to a retiree medical benefit.

1. Unit members who retire between the ages of 55 and 61.5 years old and notify the district by February 1 of their retirement, effective the end of the current school year, will receive a \$1000 signing bonus.
2. Unit members who are 61.5 years of age or older and have 15 or more years of service with SVUSD shall receive a signing bonus equal to 3% of their annual base salary. This provision is only for unit members who provide signed resignation papers by February 1
3. As stated above in Article 9.A.3:
  - a. Unit members who are already Medicare eligible at the time of retirement shall receive a reimbursement of up to 2% of their final base salary for two years to supplement their employee-only Medicare B coverage, if they submit their retirement/resignation form before the February 1 "early-tell" deadline. The retiree must submit proof of their Medicare B payments to District Benefits Coordinator no later than June 1 of the current year for reimbursement.
4. The Early-Tell Signing Bonus will be on the unit member's final paycheck.

## **Article X**

### **SAFETY**

In the event that temperatures fall below 60 degrees F or rise above 85 degrees F for more than one (1) day, in the work stations assigned to a unit member, every reasonable effort shall be taken to rectify the problem and/or make provisions for alternative facilities on that school campus.

Upon notification by the appropriate administrator, the District will attempt to eliminate or correct any unsafe or hazardous condition with utmost expediency. A status report identifying the nature of the problem and an approximate time line for the solution will be provided to the affected teachers.

It is mutually agreed that safety standards and procedures for enforcement of same are adequately cared for by other portions of governmental code and so shall not be duplicated within this Agreement.

Unit members who perform specialized health care pursuant to Education Code Section 40423.5 shall be provided training in the particular procedure.

## **Article XI**

### **PERSONAL PROPERTY PROTECTION**

The District assumes liability for personal property that is inspected, logged and approved for school use on an annual basis by the site administrator. Such liability shall not exceed \$500 per incident and shall only occur in the event of accidental damage (excluding careless use or normal wear and tear), theft, or vandalism of said property. Employees shall notify the site administrator of loss and/or damage within five (5) working days following discovery of the loss/damage to initiate the procedure for processing the claim.

The District agrees to make every reasonable effort to find and seek prosecution against persons who violate a unit member's person and/or property.

## Article XII

### CLASS SIZE

#### A. Elementary Class Size

The District shall maintain the following staffing ratios:

Title Schools, Grades TK-3	22:1
Grades 4-6	29:1
Grades TK-3	24:1 with an annual average class enrollment not to exceed 27 for each school site
Grades 4-6	31:1

The District and SEA agree to closely monitor class sizes at all grade levels and make appropriate changes to keep class sizes, as much as possible, aligned with the staffing ratios above. The two parties agree to work toward the criteria provided in the LCFF regarding Grade Span Adjustment.

Every reasonable effort shall be made to not exceed thirty-four (34) students in grades 4-6.

Efforts will be made to have a volunteer take the class with an overage/split. If there are no volunteers, an administrator can appoint a teacher. Efforts are to be made when an administrator must make the appointment to balance the class size issues from year to year.

Title Schools – Class overage stipend

If a TK-3 unit member's class size exceeds 25 from August to May in the school year, she/he shall be compensated \$50 per pupil per month for any month the class is over 25.

If a 4-6 unit member's class size exceeds 32 from August to May in the school year, she/he shall be compensated \$50 per pupil per month for any month the class is over 32.

Class overage stipend:

If a TK-3 unit member's class size exceeds 27 from August to May in the school year, s/he shall be compensated \$50 per pupil per month for any month the class is over 27.

If a 4-6 unit member's class size exceeds 34 from August to May in the school year, s/he shall be compensated \$50 per pupil per month for any month the class is over 34.

## **B. Secondary Class Size**

1. The District shall maintain the following staffing ratio to staff high schools and middle schools:  $[\text{Enrollment} \times 6 (\text{periods}) / 180 = \text{Teacher FTE}]$
2. Secondary teachers will be assigned no more than 180 daily student contacts. No teacher at the secondary level may be assigned more than 185 daily student contacts. Teachers whose course loads are not subject to this limit include: PE, performing arts, study hall, bowling, computer based courses (limited to student stations available), ASB, work experience, and co-curricular courses.
3. Monte Vista School: Each teacher assignment consists of 23 student appointment hours, two hours of academic labs for student support, five (5) hours of program enhancement (curriculum enhancement, group activities, enrichment, seminar classes, etc.) and five hours of teacher prep time per week. Teacher/student contacts can be adjusted based on utilization of time and school needs.
4. A principal or designee shall consult with each department to determine the number of sections of each course to be offered. Decisions will be based on the following prioritized criteria:
  - a. Assuring adequate core curriculum offerings which adhere to adopted state curricular standards.
  - b. Meeting District graduation requirements.
  - c. Addressing college preparatory requirements.
  - d. Other criteria determined by the department or principal as appropriate.
5. Every reasonable effort shall be made to not exceed thirty-six (36) students in subject areas as designated in number two (2) of this article, with the exception of alternative agreements for specific courses based on department consensus as outlined in number three (3) of this article. The principal shall make final assignment decisions.

A report showing every secondary classroom's class size shall be given to the SEA president no later than the third week of classes after the start of each semester. Core classes not meeting the above requirement after the fourth week of each semester shall be reported to the Superintendent with a copy to SEA explaining the circumstances of the assignment pattern. Classes in subject areas as designated in number two (2) of this article with forty (40) or more students will require the principal to discuss with SEA and the affected teacher the circumstances of the assignment.

The District and SEA agree to closely monitor class sizes at all grade levels and make appropriate changes to keep class sizes, as much as possible, aligned with the staffing ratios above.

**C. Special Education Programs**

1. Self-contained Special Education Classrooms (SDC)

The District and Association agree that when caseloads reach 11 (moderate-severe) and/or 13 (mild-moderate), the district and association shall meet to discuss plans for a variety of options that may be available to mitigate the possibility of increased class size demands.

1A. Class Overage Stipend

If a mod/severe class size exceeds 13 from August to May in the school year, the unit member shall be compensated \$50 per pupil per month for any month the class is over 13.

If a mild/mod class size exceeds 15 from August to May in the school year, the unit member shall be compensated \$50 per pupil per month for any month the class is over 15.

1B. Grade Span Combo Stipend

The goal will be to assign SDC teachers no more than three grade spans. If the SDC teacher is assigned four or more grade spans, they will receive the combo stipend.

2. Para-educator Support

The District and Association share a goal of assigning one program para-educator per mild-moderate classroom, and two program para-educators per moderate-severe classroom.

**D. Certificated Support Personnel**

The District shall maintain employment hiring ratios for support personnel as follows if the positions are retained by the School District:

Librarian/

Media Technology Specialist            1 per school at each High School

Nurses

1 per 3000 ADA (Elementary)  
1 per 3 schools (Middle & Sr. High)  
1 per District (Special Ed)

Speech Therapist

The District will staff speech and language therapists in conformance with the Education Code and the Ventura SELPA local plan.

District and Association will consult on equalization of special education class sizes across the District, if requested by the Association. The District and SEA agree to closely monitor caseloads at all grade levels and meet and confer to discuss options.

Schools will be allotted a 0.6 augmentation for an Athletic Director at schools with full CIF participation.

Beginning July 1, 2018:

- A high school certificated librarian position remains at Santa Susana High School.
- SEA and SVUSD will monitor on a yearly basis the need for an Induction based on program needs of the District and available funding for the continuation of the program.

## Article XIII

### GRIEVANCES

#### 13.1 Definitions

13.1.1 A "grievance" is a formal written allegation by the Association or an employee that there has been a misinterpretation, misapplication, or violation of one or more of the specific provisions of this Agreement.

13.1.2 A "grievant" may be the Association or any employee of the District covered by the terms of this Agreement.

13.1.2.1 If more than one employee share in the same allegation, the Association may consolidate the grievance at the appropriate level, and thereafter process such grievance on behalf of the grievants.

13.1.3 A "day" is any day during the student school year in which the unit member is scheduled for duty excluding Extended Summer School. Either party may postpone the processing of a grievance for the duration of a non-contract period.

13.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and the authority to grant the requested remedy.

#### 13.2 Informal Level

13.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor and/or the management employee who allegedly violated the Agreement.

13.2.2 The grievant shall have a right to representation by the Association at this and all subsequent levels of the grievance procedure.

13.2.3 The Association will be provided written notification by the District of anyone who wishes to use the grievance process without representation by the Association.

13.2.4 The Association will have the opportunity to review and comment on the District's proposed final resolution in all cases covered in Section 13.2.3.

### 13.3 Formal Level

- 13.3.1 Level 1: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance or awareness of the occurrence, and an attempt at informal resolution has been sought, the grievant must present his/her grievance in writing to his/her immediate supervisor. All grievances must be submitted in writing and must include the following: date of alleged violation, name(s) of unit members and administrators involved, article violated, attempt(s) at informal resolution, and remedy sought.

Should the time for filing a grievance extend beyond the employee's work year, the parties may mutually agree to continue to resolve the grievance during non-contract days.

The supervisor shall communicate his/her decision to the employee in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference to mediate a resolution.

- 13.3.2 Level 2: In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision on the appropriate form to the superintendent or his/her designee within ten (10) days of receiving the response. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal.

The superintendent or his/her designee shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the superintendent or his/her designee may request a personal conference within the above time limits. If a conference is held, the decision shall be tendered within ten (10) days following the conference. If the superintendent or his designee does not respond within the time limits, the grievant may appeal to the next level.

- 13.3.3 Level 3: If the grievant is not satisfied with the decision at Level 2, he/she may, within five (5) days and with the concurrence of the Association, submit a request in writing to the Association and superintendent for arbitration. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The striking shall be determined by lot, and shall be completed within five (5) days of receipt of the list by the parties.

Except under extraordinary circumstances, prior to notifying the arbitrator of his/her selection, the parties shall attempt to resolve their differences through mediation. Any findings of the mediator are not binding. In the event mediation does not resolve the dispute, the parties shall notify the arbitrator and continue to proceed to arbitration.

A request for a mediator will be made to the State Conciliation Service and/or a state mediator on or about the same time as the request for a panel of five (5) arbitrators is made. This procedure (the concurrent request for mediation) should minimize the amount of time needed to implement the mediation step. The intent of this provision is to attempt a mediated settlement while arbitration is being arranged.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her decision, which shall be binding on the District, the grievant, and the Association.

#### 13.4 Miscellaneous Provisions

13.4.1 Should the grievant fail to adhere to the time provisions for appealing a grievance, the last decision rendered shall be final.

13.4.2 Issues arising out of the exercise by the Board and administration of its authority and responsibilities under Article 20, Management Rights, shall not be subject to the procedures set forth in Article 13, Grievances.

13.4.3 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. However, when it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting during the day, he/she shall, upon notice to his/her principal, or immediate superior, by the President of the Association, be released for a reasonable period of time without loss of pay or accumulated sick leave in order to permit participation in the foregoing activities. Any unit member who is required to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.

- 13.4.4 Time limits for appeals at each level shall begin the day following the receipt of the written decision.
- 13.4.5 No reprisals of any kind shall be taken by the District or the Association against the aggrieved person or other participant(s) in the grievance procedure by reasons of such participation or non-participation.
- 13.4.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Access to the grievance file shall be limited to the grievant, authorized Association representative(s) and the District personnel charged with the processing of the grievance.
- 13.4.7 Forms for filing grievances, serving notice, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by designees of the superintendent and the Association and given distribution by the Association so as to facilitate the operation of the grievance procedure. The costs of printing such forms shall be borne by the District.
- 13.4.7.1 If a violation of this contract is alleged to have occurred during the summer break between school years, the time for filing a grievance shall commence on the first day unit members are scheduled to return to work for the fall semester. However, nothing herein shall prevent a grievant from filing the grievance during the summer months.
- 13.4.7.2 The grievant has the right to have a representative present at any or all steps of the grievance procedure. The grievant, however, must be present at each step of the procedure unless he/she has designated a representative from the Association. If the grievant is unable to be present due to absence from duty caused by illness, injury or other emergency, the processing of the grievance shall be deferred until the unit member returns to duty. The time limits set forth in the Article shall also be extended by the number of days of absence of the grievant.
- 13.4.7.3 If a unit member is not represented by the Association or its representative, the Association shall be informed of the grievance and shall have the right to be present and to state its views through its representative(s) at all stages of the grievance procedure
- 13.4.7.4 Until final disposition of the grievance takes place, the aggrieved unit member is required to conform to the original direction of his/her supervisor.

## Article XIV

### **DISCIPLINE**

The District retains the right to discipline unit members for just cause. If appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps will be utilized in sequential order; however, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted:

1. Verbal warning
2. Meeting with the administrator and the unit member followed by a written Conference Summary memorializing the meeting. The Conference Summary will not be placed in the personnel file unless further disciplinary action is required.
3. Letter of reprimand placed in personnel file with notice of future possibility of appropriate discipline.
4. Appropriate additional discipline which may include, but is not limited to, suspension with or without pay for a period of time not to exceed that which is specified in Education Code 44932.

A written recommendation for suspension, a copy of which will be forwarded to the Superintendent or his/her designee, will be given or sent by Registered Mail to the employee by the Personnel Office. The written statement shall contain a description of the events which necessitated the recommendation, a statement of the charges, notification that the employee may review or make copies of available materials leading to the suspension, and the right of the employee to meet with the supervisor and to submit, in writing, his/her response to the proposed action within five (5) contract days.

The suspension of an employee shall not be implemented for five (5) contract days pending the employee's written response.

If, within the five (5) contract days response period, the employee involved does not file a response, the action of the supervisor shall be implemented upon the approval of the Superintendent or his/her designee.

Within the five (5) contract days response period, the employee may choose to file a response, he/she shall do so by the option of filing a written response to the Superintendent, or by requesting a hearing with the Superintendent, or his/her designee. The hearing shall be conducted as expeditiously as possible, but no later than ten (10) contract days after receipt of the written response. The written response by the Superintendent or his/her designee shall be rendered within ten (10) contract days after the hearing, which shall either sustain, reject, or modify the suspension action against the employee.

If the employee is not satisfied with the disposition of his/her hearing, he/she may, within ten (10) contract days, request in writing that the case commence to binding arbitration, with or without the approval of the Association. The procedure for selection of an arbitrator shall follow Level III of the grievance procedure, except that the employee shall assume

responsibility for costs should there be no support by the Association.

## Article XV

### PROFESSIONALISM AND HOURS

#### A. Professional Work Day and Responsibilities

It is recognized that the varying nature of a unit member's day to day responsibilities does not lend itself to a specific enumeration of duties or to a working day of rigidly established length. Unit members require a flexible period of time for fulfillment of professional obligations and adjunct duties. Activities considered part of a unit member's professional day include:

- Staff Meetings
- Staff Development
- Department Meetings/Grade Level Meetings/Leadership Meetings
- Parent Conferences and/or Parent Communications
- Back to School Night and Open House
- IEP and 504 meetings
- Adjunct Duties as outlined in the Certificated Handbook that are not filled by volunteers
- As outlined in the 2016/17 Certificated Employee Handbook (p.117), Appearance and Dress. See Appendix D.

The above list is intended as examples of professional responsibilities and is not intended to be a complete list of those responsibilities. It is understood that these duties may be completed outside a unit member's instructional day. Administrators are responsible for providing adequate notice for such meetings.

Unit members will maintain communication with parents regarding student progress at least twice a month. The parties recognize that Aeries is the District provided tool for communicating student progress to parents.

Co-curricular or extracurricular duties are voluntary, paid school service (as listed in Appendix C).

It is recognized that unit members need to be on duty a minimum of fifteen (15) minutes prior to the opening of school. Unit members will remain on duty until school dismissal, working on school-related activities. In addition, appropriate time after the school dismissal will be used to fulfill the duties and responsibilities described above.

## **B. Staff Meetings/Collaboration/Professional Development**

Staff meetings will be scheduled with a goal of 60 minutes, and no more than 75 minutes in duration. Staff meetings shall not be utilized to supplant district-defined meeting times as defined above.

In addition to staff meetings, twelve (12) hours of district-directed professional development/collaboration will be added to the school year. This will equate to an additional 1% added to the salary schedule commencing with the 2019/2020 school year. Unit members will be required to attend eighty (80) minutes of district-defined professional development/collaboration meetings outside of their staff meetings each month.

The site will determine this to be scheduled as two (2) meetings per month defined as forty (40) minutes in duration, or other site determined configuration of meeting time equivalent to a total of eighty (80) minutes each month.

Meetings held outside of the school day shall commence no later than fifteen (15) minutes after the end of the student day or no earlier than sixty (60) minutes prior to the beginning of the school day.

A district-defined meeting could include but is not limited to cooperative work by groups of teachers on curricular and instructional strategies relevant to District and school curricular initiatives, school improvement planning and goals, and review and utilization of student achievement data. The composition of the meeting group will be determined by consultation with staff and approval by the administrator. These groups may include grade level, multiple grade level teams, department, interdepartmental teams, etc.

The parties recognize that there are State/District Compliance requirements that must be met, and that there must be time provided to meet those requirements outside of staff meetings. In order to meet that need, site administration may schedule no more than four 60 minute meetings per year for the purpose of meeting compliance requirements. These meetings will be scheduled and communicated to staffs prior to September 15 of each year.

Examples of compliance meetings are (but not limited to):

Suicide Prevention (7—12<sup>th</sup> grades)

Mandated Reporter

Armatus

Blood Borne Pathogens

Pesticide/cleansing wipes

Sexual Harassment Prevention

State Mandated Testing Training

Other topics as mutually agreed upon by the Association and the District

### **C. Special Education Preschool**

The preschool teaching responsibility will be a 240 instructional minutes per day preschool session inclusive of a 20 minute duty free recess and exclusive of 40 minute lunch. Additional time with students including IBI services or home visits will be scheduled in consultation with the program administrator and the teacher in accordance with specific guidelines agreed upon by the District and SEA.

Each classroom will be staffed with a minimum three paraeducators, scheduled at a minimum of 3.75 hours per day each. Additional paraeducators may be added depending on student need.

When caseloads reach 13, the district and association shall meet to discuss plans for implementing an additional class if the caseloads reach 15. An additional class will be added once caseloads reach 15.

### **D. Elementary**

The first through sixth grade school day shall consist of three hundred ten (310) instructional minutes.

The Transitional Kindergarten and Kindergarten school day shall consist of three hundred and ten (310) instructional minutes inclusive of a daily twenty (20) minute afternoon recess to be used for student intervention and assessment. Elementary teachers shall have an hour duty free each day consisting of morning recess and lunch.

There shall be eleven (11) minimum days at the elementary level. The minimum day at the elementary level (Grades TK—6) shall be 235 minutes. Individual schools may determine how the eleven (11) days may be utilized (for the purpose of back-to-school night, open house, fall and spring conferencing, structured collaboration or professional development and other uses as approved using the contractual site based decision making process. Unit members teaching classes in grades four (4) through six (6) shall be given one day of release time to accommodate the larger number of mandatory conferences required to be conducted in the fall. Also, on an as needed basis, these same teachers will be eligible for up to one additional day of release time as outlined above for spring conferencing, depending on the number of conferences held.

If a unit member teaching classes in grades TK-3 is unable to accommodate the number of spring conferences scheduled, they may provide the rationale for the request of additional time to the site administrator.

## **E. Secondary**

### 1. Middle School

The middle school day shall consist of a minimum of 365 instructional minutes (including no more than forty [40] minutes for passing periods). This includes six (6) class periods, one of which is a preparation period. No more than thirty (30) minutes of the six (6) class periods shall be used for ancillary purposes as determined by the majority of the certificated staff.

There shall be five (5) minimum days at the middle school level. The minimum day at the middle school shall be 240 minutes. Individual schools may determine how the five (5) days may be utilized (for the purpose of back-to-school night, open house, testing, conferencing and staff development) with the approval of the majority of the certificated staff and the superintendent or designee. Additional minimum days may be requested.

### 2. High School

The comprehensive high school day shall consist of a minimum of 365 instructional minutes (including no more than forty [40] minutes for passing periods). This includes six (6) class periods, one of which is a preparation period. No more than thirty (30) minutes of the six (6) class periods shall be used for ancillary purposes as determined by the majority of the certificated staff.

There shall be six (6) minimum days at the senior high school level. The minimum day at the senior high school shall be a minimum of 240 minutes. Individual schools may determine how the six (6) days may be utilized (for the purpose of back-to-school night, open house, final exams, testing, conferences and staff development) with the approval of the majority of the certificated staff and the superintendent or designee. Additional minimum days may be requested.

The alternative high school unit members' instructional day shall consist of a minimum of 180 minutes and a maximum of 255 minutes.

### 3. Teaching Before/After School Classes

Secondary master schedules may include classes that occur before the start and/or after the regular school day. The staffing of these classes must be done on a voluntary basis. If a teacher chooses to teach a before or after school class it will be included in his/her regular contract day and not result in having two preparation periods, unless mutually agreed upon. When offering a before/after school class the principal must inform the member that they will be required to attend all regularly scheduled meetings.

## **F. Elementary Class Coverage**

It is agreed that no elementary teacher will be assigned students from other classrooms when the District would normally assign a substitute to cover a teacher absence. In the event that no substitute is available, the District will compensate the unit member one hour at the established hourly rate if the unit member takes on additional students in his/her class.

## **G. Elementary Preparation Period**

The preparation period is intended to enhance the accomplishment of duties and responsibilities of the unit member by providing a block of time on campus during the school day for school-related matters.

If a District program is in place providing elementary preparation time that will be the only accepted program.

Unit members who are involuntarily assigned to utilize their preparation period for either emergency and/or non-emergency purposes shall be compensated from the first day at the established hourly rate.

## **H. Preparation Period - Secondary Level**

The preparation period is intended to enhance the accomplishment of duties and responsibilities of the unit member by providing a block of time on campus during the school day for school-related matters. While the preparation period is normally utilized on campus, it is recognized that obligations may occur which necessitate being off campus during this time. When such obligations arise, the unit member shall notify the principal's office of the absence. When such obligations are personal in nature, the unit member shall have the prior approval of the principal.

It is recognized that emergencies may arise from time to time for which a unit member on his/her preparation period may be required to substitute for another unit member. Such an emergency is defined as occurrences which cannot be planned ahead of time, or when after a good faith effort, the district office is unable to secure a substitute. The declaration and administration of such an emergency is the responsibility of the principal.

In such an emergency, every effort will be made to secure volunteers for substitution. If necessary, unit members will be assigned in a fair and equitable manner. Use of the preparation period may be directed from time to time by the principal for non-emergency situations, such as extra-curricular coverage.

Unit members who are involuntarily assigned to utilize their preparation period for either emergency and/or non-emergency purposes shall be compensated from the first day at the established hourly rate for an additional assignment as stipulated in the Contract.

## **I. School Calendar**

For the duration of the contract the calendar will include 185 days of service for returning unit members and 185 ½ days of service for newly employed unit members. (See Appendix F).

- a. Nurses may choose to work either the regular school calendar, or a flex 185-day calendar. If a flex schedule is chosen, they will work with the Assistant Superintendent of Student Support Services to mutually develop a calendar.

The Simi Educators Association will be able to have a meeting on the day scheduled for new and returning teacher orientation.

## **J. Schedule Modifications**

Schools wanting to alter their schedules as defined in this article must adhere to existing instructional minutes as defined in section C and D of this article. Schedule modifications include but are not limited to: block schedules, modified days, non-traditional schedules, etc. All plans for schedule modifications need to be submitted to SEA and the District before a final vote is taken by the staff. The guidelines for schedule modifications are listed below.

Schools who submit a plan for a modified schedule must first secure the approval of no less than seventy percent (70%) of the ballots cast by certificated staff. For the purposes of this section “certificated staff” shall be defined to include librarians, nurses, bargaining unit members, job sharers (get one full vote), literacy coaches (teachers), resource teachers (one vote at home site) and site administration that are expected to regularly attend staff meetings. This list excludes teachers on special assignment located at the District Office, school psychologists, and long term substitutes. All eligible staff shall receive ballots. A vote of 70% of the ballots cast are needed to effect a change. All modified plans shall be in place for the ensuing school year.

A modified schedule, once implemented at a school site, becomes the official schedule for that site. As such, it will remain in place unless changed through the schedule modification process described above.

If a modified schedule provides for a non-traditional option of more than 6 periods a teacher shall not be expected to have a teaching schedule of more than 6 continuous periods including prep. Opportunities to teach before or after a normal schedule shall be agreed upon by administration and the bargaining unit member. The number of teaching minutes must be equitable for all teachers.

A schedule modification is the adjustment of required daily instructional time that alters the starting and ending time of the school day and requires Board of Education approval. Purposes for modified instructional schedules may include, but are not limited to:

- a. Staff Meetings
- b. Grade Level/Department articulation
- c. Leadership/Department Chair Meetings
- d. On-site Committee Meetings
- e. Instructional Preparation and Planning
- f. Mandated Test Training Meeting
- g. Elementary parent conferencing
- h. Additional course offerings

A suggested timeline for a schedule modification will involve the development, discussion, approval and finalization phases as follows:

**Development** - In order for the staff to consider a schedule modification, the SEA Rep(s) will ensure that at least 20% of the staff supports bringing the issue forward at some point during the first quarter.

**Discussion** - Prior to winter break, the staff will explore and develop options for schedule modifications.

Approval - The purpose/plan along with options and associated calendar must be submitted to District and SEA for approval. After review and authorization, the use of a modified schedule, intended purpose, and staff activities must be approved by a vote of no less than seventy percent (70%) of the votes cast at the site during the third quarter.

Voting Process - By the end of the third quarter, all eligible staff shall receive ballots and be allowed two days to return the ballot to an agreed upon location. The ballots will be counted in the presence of the Principal, the SEA Representative and other interested parties. A vote of at least 70% of the ballots cast is needed to effect a change; if the vote is less than 70%, the default is the existing schedule.

Finalization - The final vote for the selected option and calendar must be completed and submitted in time for Board of Education approval at the regularly scheduled meeting in April.

Notification of approval must be distributed to the school community by May 15<sup>th</sup>. This will include but not be limited to school staff, parents, District staff and SEA office.

A modified schedule, once implemented at a school site, becomes the official schedule for that site and will remain in place unless changed through the schedule modification process described above. The staff will review their traditional or modified calendar each year to identify the dates for staff meetings, grade level/department meetings, leadership/department chair meetings, on site committee meetings, instructional preparation and planning, STAR testing preparation meetings, etc.

For schedule modifications that do not require changing the start or ending time of school, a required vote of at least 70% of the staff is still necessary but the modification does not have to be sent to the District and SEA for review. For example, the use of 30 minutes of ancillary time at the secondary schools does not affect the start and ending time of the school day, but requires at least a 70% vote of the staff to effect a change.

## **K. Job Share**

1. Definition: Job Sharing shall refer to two (2) full-time permanent teachers sharing one teaching assignment.
2. Two teachers shall share an assignment for a minimum of one year. The job share shall be either a 50/50 or 60/40 split, unless prior approval is granted by the Superintendent or designee. It is understood that for the purposes of this section, a 50/50 or 60/40 split refers to instructional days when students are present.
3. Both members of a job share are expected to work the five (5) contracted pupil free work days.
4. Only full-time permanent teachers shall be eligible to apply for job sharing.

5. Applications for a job sharing assignment for the following school year shall be filed with the District no later than March 15.
6. All requests for job sharing shall be reviewed by the principal and the Superintendent or Designee.
7. The Superintendent or Designee shall approve or deny the request. The decision of the Superintendent or Designee shall be final. The primary criteria for approving shared contracts shall be successfully meeting the educational needs of students.
8. If the request for job sharing is denied, and if the affected employee(s) request, the reasons for the denial shall be provided.
9. A shared contract shall be considered a partial leave of absence for the portion of a full contract vacated to facilitate the shared agreement. Notwithstanding other provisions of the Teachers Contract, job sharing teachers' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared. Both teachers shall file a calendar of anticipated work days for the school year by June 30 of the previous school year.
10. Job sharing teachers shall receive salary schedule increments on a prorated basis, provided however, that no movement on the schedule shall occur until the teacher has accrued at least one year's worth of credit (e.g., has worked 50% for two years). STRS credit shall be governed by applicable statutory provisions and is not affected by this provision.
11. All partial leaves of absence shall be considered as one year positions with no automatic right to an extension. Upon request of the two teachers, a job-sharing assignment may be renewed provided the two teachers notify the Principal and District in writing prior to March 15. In the event the two teachers fail to notify the District in a timely basis of their desire to continue the job-sharing assignment or in the event the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments. Both the Principal and the Superintendent or Designee shall have full discretion to decline to extend the leave.
12. If a teacher in a job-sharing assignment returns to full-time teaching following his/her first year of job sharing, the teacher shall be returned to his/her original school. If a teacher in a job-sharing assignment returns to full-time teaching following more than one year of job sharing, he/she will be assigned to his/her original school if a vacancy exists, otherwise the teacher will be assigned to the first available position for which he/she is credentialed or legally authorized.
  - a. If a job share dissolves, and there is only one open position at this site, the teacher with the most site seniority would remain at the school. If both teachers have equal site seniority, the current District seniority protocol would apply.
13. If one teacher is absent, the other teacher may assume the responsibility of covering the class. The teacher shall be paid the regular substitute salary for the days taught.

14. When one partner to a shared contract is unable by reason of disability or other circumstance to continue under the shared contract agreement, the other partner is responsible to return to full time at their regular rate of pay. Should such return be blocked by personal circumstance, the partner shall be responsible for temporarily becoming full time while other arrangements are made.
15. Responsibilities of the job sharing assignment shall be allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. The plan shall include, but not be limited to, the following:
  - a. Both job sharers being present for the first and last days of school.
  - b. Both members of a job share are expected to work the five (5) contracted pupil free work days.
  - c. Both job sharers shall be responsible for information disseminated at faculty meetings; at least one job sharer shall attend the faculty meetings.
  - d. Both job sharers attending Back-To-School Night and Open House.
  - e. Both job sharers using the same discipline techniques, thus presenting united front to both parents and students.
  - f. Both job sharers collaborating on all grading.
  - g. Both job sharers will be present at parent conferences when requested by the Principal or parent in the best interest of the student.
  - h. Both job sharers will collaborate on the bulletin boards.
  - i. Both job sharers will work together on weekly curriculum and homework planning.
  - j. Both job sharers will communicate with each other on a regular basis.
  - k. Both job sharers will maintain regular communication with parents.
  - l. Both job sharers will develop an anticipated work year calendar.
16. Copies of all job share agreements shall be provided to the Association on an annual basis.

**L. Part-time Unit Members**

1. Definition: Part-time unit members shall refer to unit members who are not in a job share and are contracted to work less than one (1) FTE (full-time equivalent).
2. Part-time unit members are expected to create a work calendar in collaboration with their administrator to include (if appropriate) these elements before any requested schedule will be approved:
  - a. Work schedule
  - b. Attendance at contracted pupil free work days
  - c. A plan to attend/access information from staff meetings
  - d. Attendance at parent meetings (i.e IEPs, 504s, and SST)
  - e. Attendance at Back to School Night and Open House
3. Part-time unit members shall receive a pro-rated amount of sick leave in correlation with the amount of time worked. EX: Sixty percent (60%) is equal to six (6) full days of sick leave.

4. Health benefits shall be provided per Article V.

## Article XVI

### PROFESSIONAL ACCOUNTABILITY & EVALUATION

#### A. Preamble

The Association and the District agree that unit members' knowledge, skills and practices develop throughout their professional careers. The nature of teaching requires continuous growth in order to engage and challenge increasingly diverse students in a rapidly changing world. Unit members are never "finished" as professional learners, no matter how extensive or excellent their formal education and preparation. If unit members' expertise, capabilities, and accomplishments are to be enriched over time, unit members must become reflective practitioners who actively seek to strengthen and augment their professional skills, knowledge, and perspectives throughout their careers. This process will be enhanced by self-assessment, professional accountability, and formative feedback. This program of professional accountability is designed to assist the unit member in professional development.

#### B. **The Peer Assistance and Review (PAR) Council** will monitor and assess this professional accountability program annually. (The Peer Assistance and Review (PAR) Program and Council will be suspended until such time as funding is provided to implement this process. All references to PAR Council in this section, in H.b, and in Article XVII. are suspended until funding is provided.)

1. The PAR Council will convene on a regular basis for the purpose of monitoring the effectiveness of the professional accountability program. The PAR Council, at its discretion, shall have the authority to make recommendations regarding modifications or refinements to the program.
2. Any change to this program shall be made by mutual agreement of SEA and the District.

#### C. **The District and SEA** agree to adopt for the purposes of this program the California Standards for the Teaching Profession (CSTP). The CSTP provides a common language on teaching that will be used by unit members to prompt reflection about teaching and learning; develop professional goals; and guide, monitor and assess the progress of the unit member's practice toward their professional goals. The CSTP will guide unit members as they define and develop their practice. The CSTP shall establish the guidelines for analyzing satisfactory performance of certificated employees.

1. Standards for regular classroom teachers shall be the six standards of teaching practice contained in the CSTP document.
2. Additional elements shall apply to Special Education Teachers in two standards.
3. Standards for Nurses and Librarians shall be established, defining satisfactory levels of performance, in the same format as the Standards for the Teaching Profession.

#### D. **Administrators and all certificated staff** shall be responsible for maintaining and modeling Professional Standards at all times. As administrators observe in classrooms or work settings, they have the responsibility to provide teachers (on and off cycle) with ongoing formative feedback, in addition to identifying any concerns related to the California -Standards for the Teaching Profession and to communicate those concerns to the unit member.

## **E. Assessment Cycle**

All unit members with non-permanent status shall be evaluated annually.

All unit members with permanent status who have been employed at least ten (10) years with the District, are highly qualified as defined in United States Code Title 20, Section 7801, Chapter 70, Subchapter IX, Part A (23), and whose previous evaluations have, for at least ten (10) years, been rated as meeting or exceeding standards, shall be evaluated every five years if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, written notice and identifiable cause shall be provided to the unit member in a timely manner.

All unit members with permanent status who do not meet the criteria above, shall be evaluated not less than every other year.

## **F. Self Assessment**

Each year, all unit members (on and off cycle) shall conduct a Self-Assessment. The Self-Assessment instrument shall be in the Continuum of Teaching Practice, which is a continuum of the standards and elements of the CSTP.

1. Off Cycle Unit members shall complete and sign the Professional Accountability Learning Plan each off cycle year, stating they have completed the self assessment and outlining their focus area for the year. It is the responsibility of administrators to monitor and provide support to unit members with respect to their focus area.
2. On Cycle Unit members shall complete the Self-Assessment using the Continuum of Teaching Practice, which is a continuum of the standards and elements of the CSTP. Using the Continuum, each unit member shall establish goals and objectives focusing on his/her own performance for the year. In addition to the Self-Assessment, on cycle teachers must choose one of the Professional Accountability Options in Section G.

## **G. Professional Accountability Options**

1. The formal, professional accountability program for unit members will consist of four (4) options. A list of timelines/deadlines, and materials detailing the professional accountability process shall be distributed to all unit members at the beginning of the school year. This professional accountability program has four goals:
  - a. To Improve Instruction
  - b. To Maintain and Exceed Professional Standards
  - c. To Benefit Students and Teachers
  - d. To Promote Ongoing and Significant Professional Growth
2. The underlying intent of the program is that student outcomes will improve if student work is the focus of professional collegial interactions. The program has four options designed to allow unit members an opportunity to select a support system for their professional accountability. The options are:

- a. Administrative-Mandated Option - This option is for probationary, temporary, interns, or categorical (non-permanent) unit members and requires the unit member and an administrator to jointly develop goals generated from analysis of a self-assessment of the Continuum of Teaching Practice. Probationary, temporary, interns, or categorical (non-permanent) employees will be evaluated annually on the Administrative Option for their first two years. The Administrator will complete a formative assessment each year. Administrators shall be responsible, by March 1, of the second year, for certifying that the employee has met the Professional Standards in each domain applicable to them. Employees unable to meet each of the standards shall not be granted tenure.
  1. The evaluation process shall be completed in sufficient time so that each teacher shall receive his/her evaluation no later than March 15.
  2. The evaluator shall make a minimum of two formal observations of not less than 40 minutes.
  3. Probationary and temporary employees with less than two years of teaching experience shall be required to participate in the District's Induction Program.
- b. Administrative-Choice Option - This option is where a permanent unit member chooses to investigate student work, abilities, and behaviors in partnership with an administrator.
- c. Portfolio Option - This option is based on an area of investigation where the unit member develops a portfolio with reflections to validate professional development. The portfolio for this option is not a "showcase" or "best work" portfolio. It is a learning/working portfolio.
- d. Partner Option - This option is a peer coaching model in which teachers collaborate and coach each other to determine success of professional development goals.

## **H. Assistance**

The primary purpose of assistance is to improve the quality of classroom instruction and promote higher student achievement. Any tenured unit member identified as performing below the Professional Standards by the Site Administrator or designee shall be placed on an Assistance Program.

It is understood that prior to being placed on Pre-Assistance, there shall have been previous discussions and one or more meetings between the Unit Member and Site Administrator, documented by a conference summary addressing the concerns.

1. Placement on Assistance shall be done in two phases.
  - a. Phase I: Pre-Assistance

The duration of Pre-Assistance shall be ten (10) weeks. Before a teacher is placed on Pre-Assistance, the evaluator will use the following procedure to notify the teacher that there is/are problem(s) with the unit member's performance. A written notice will be given to the unit member which includes the following information (form D-30):

- i. Area of concern(s) related to the Professional Standards for the Teaching Profession (Identify Standard and Element).
- ii. Date(s) concern was previously discussed.
- iii. Desired behavior in relation to the Professional Standard.
- iv. Recommendation & Suggestion(s) for Improvement.
- v. Next Meeting Date.

After the written notification is given to the unit member, follow-up observations and conferences between the unit member and the evaluator will take place. The conferences will result in one of the following actions: 1) Problem resolved, return to current evaluation option; 2) Placement on Assistance; 3) Continue observations and conferences. If the problem is resolved, then no written record of the Pre-Assistance shall be placed in the unit member's permanent personnel file.

A unit member placed on a Pre-Assistance Plan for the second time will have all documentation forwarded to the permanent personnel file.

b. Phase II: Assistance.

i. Duration of Assistance shall be a minimum of twenty weeks. Unit members on assistance are not eligible for transfer. Assistance includes being placed as a Referred Teacher in the PAR program. This program will provide specific guidance and support, and a written Assistance Plan. The Assistance Plan shall include the following, and shall become a part of the unit member's permanent personnel file:

- aa. A statement of the problem and existing conditions.
- bb. Specific objectives for the Referred Teacher.
- cc. Specific methods and resources which the Referred Teacher will use to remedy the problem.
- dd. Specific guidance that will be offered to the Referred Teacher.

ii. Formal assistance is generally assigned for the entire school year. If, however, a unit member has corrected noted problems, he/she could be taken off Assistance at the determination of the PAR Council.

iii. If a unit member does not agree with placement on an Assistance Plan, the unit member may appeal to the PAR Council.

2. Unit members currently on a Performance Plan under the existing evaluation program shall remain under the stipulations of that plan and be evaluated under the Administrative Option (Mandated).

**I. A unit member** who transfers shall take his/her evaluation option with them.

**J. The list of documents** associated with this Evaluation Procedure are cited and incorporated in the Certificated Teachers Handbook and available on the District Website. Any changes in these documents must be done by mutual agreement between the District and the Association and will be reviewed annually.

## Article XVII

### **PEER ASSISTANCE AND PEER REVIEW**

The Peer Assistance and Review (PAR) Program and Council will be suspended until such time as funding is provided to implement this process (see note in Article XVI, section B).

#### **A. Preamble**

The Simi Educators Association (Association) and the Simi Valley Unified School District (District) strive to provide the highest possible quality of education to the students of Simi Valley. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

#### **B. Peer Assistance and Review (PAR) Council**

1. The PAR Council will consist of five (5) members. Members of the PAR Council will include the Association President or designee, two (2) members selected by the Association, the Assistant Superintendent, Personnel Services or designee and one (1) other member appointed by the District. The PAR Council will establish the operational procedures of the Council, including the method for the selection of a Chairperson.
2. The PAR Council will establish the meeting schedule. To hold meetings, four of the five members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. If, in carrying out their responsibilities as members of the Council, teachers find it necessary to work beyond the regular workday, they will be compensated for such additional work in accordance with Article IV of the Agreement.
3. The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section D), evaluating Consulting Teachers and their documentation, and providing in-service training during the school year. Written confirmation of participation in the PAR program will be provided by the PAR Council to participating teachers, referred teachers, Principals or immediate supervisors, and Consulting Teachers.
4. The PAR Council, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. Said Guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the agreement is inconsistent with the law, the law will prevail

5. The PAR Council will assign the Consulting Teacher to a participating teacher. The participating teacher has the right to meet with the PAR Council to discuss the assignment of the Consulting Teacher within two weeks of notification.
6. It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.
7. The PAR Council reviews the final report prepared by the Consulting Teacher and makes a recommendation(s) to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
8. The PAR Council is responsible for evaluating annually the impact of the PAR Program in order to improve the program.

### **C. Participating Teachers**

1. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.
  - a. Beginning Teacher (BT) Participants
    1. In order to help new unit members successfully begin their careers in the District, all newly-hired unit members with less than two full years of fully credentialed teaching experience will be required to participate in the PAR program. All unit members who possess a Preliminary credential, Intern credential, or Emergency credential are required to participate in the PAR program.
    2. The PAR program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) program.
    3. All new unit members will be assigned a trained BTSA Support Provider (SP) or a Consulting Teacher from the PAR Program.
    4. Guidelines for the BTSA Support Provider and Consulting Teacher will be developed and distributed by the PAR Council.
  - b. Experienced Teacher Participants (ET)
    1. The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the unit member in improving performance. Permanent unit members who exhibit serious job-related deficiencies, and have received a Needs Improvement rating by the Principal on the Certificated Summary Evaluation Report in Parts I, II, III, or IV, may be required to participate in the PAR program as an intervention. Unit members retain the right to grieve the evaluation.

2. The decision of the Principal to refer a permanent unit member to the PAR program will not be subject to the grievance procedure presented in Article XIII of the Agreement.
  3. The Consulting Teacher will continue to provide assistance to the Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council, and to be represented at this meeting.
  4. The PAR Council will forward its final report including recommendations to the Governing Board.
  5. The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq.
- c. Volunteer Teacher Participants (VT) This program will be suspended until mutually renegotiated between the Association and the District.
1. A permanent unit member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.
  2. Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

#### **D. Consulting Teachers**

1. A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting Teachers will possess the following qualifications:
  - a. At least four (4) years of recent experience in the District as a teacher.
  - b. Demonstrated exemplary teaching ability.
  - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
  - d. Ability to communicate effectively both orally and in writing.
  - e. Ability to work cooperatively and effectively with others.
2. A Consulting Teacher provides assistance to a participating teacher in improving instructional performance. This assistance will typically include:

- a. Setting and discussing performance goals with the Participating Teacher. Assist in developing an Individual Performance Plan (IPP).
  - b. Multiple observations of the Participating Teacher during periods of classroom instruction.
  - c. Meeting and consulting with the Principal or designee of the Experienced Teacher Participant (ET).
  - d. Demonstrating good practice to the Participating Teacher.
  - e. Using school district resources to assist the Participating Teacher.
  - f. Monitoring the progress of the Participating Teacher and maintaining written record.
  - g. Making status reports to the PAR Council for an Experienced Teacher Participant (ET).
3. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the District Office. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
  4. Consulting Teachers shall be selected by a majority vote of the PAR Council after one or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates.

Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The PAR Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

5. Expenditures for the PAR Program shall not exceed revenues received from BTSA funds and funds made available through the passage of ABIX without mutual agreement of the parties.
6. The number of Consulting Teachers in any school year will be determined by the PAR Council based upon participation in the PAR Program, the budget available and other relevant considerations. Models for Consulting Teacher positions include full-time, part-time, and job share.
7. The term of a full-time Consulting Teacher will be three (3) years. A Consulting Teacher may reapply to continue as a full-time Consulting Teacher at the end of the three (3) year term.
8. In addition to the regular salary, a Consulting Teacher will receive a stipend equal to the current mentor stipend for additional responsibilities during the regular work year. In the event that a Consulting Teacher is required to work beyond the regular work year,

he/she will receive per diem pay for all additional time pre-approved by the Assistant Superintendent, Personnel Services.

9. Upon completion of his/her service as a Consulting Teacher, a teacher will have the right to return to his/her previous assignment if the Consulting Teacher position is for a full school year. Consulting Teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.
10. Full-time Consulting Teachers shall have a caseload determined by a ratio of Consulting Teachers to Participating Teachers. Participating teachers include BT's, ET's, and VT's. This ratio is dependent on the amount of intervention time determined by the PAR Council and Consulting Teachers.
11. The PAR program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Principal with respect to the process of peer assistance and review. Prior to working with an Experienced Teacher Participant (ET), the Consulting Teacher will meet with the Principal or immediate supervisor to review and discuss the basis for referral to the PAR Program.
12. At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
13. The District agrees to indemnify and hold harmless the Association, any Association members on the PAR Council, and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, Subdivision (c) and Government Code Section 820.2.

## **Article XVIII**

### **NO STRIKE**

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association will take reasonable action to avoid such activity and where such activity occurs, immediately inform unit members engaged in a strike that they are in violation of this Agreement and order said District unit members back to work.

It is agreed that the Association, when meeting the requirements of this Article, shall not be liable for the unauthorized action of its unit members or other District employees.

It is agreed and understood that any unit member violating this Article shall be subject to discipline up to and including termination by the District.

In the event that the parties are unable to reach agreement on the re-opened sections for the second year and/or third year of this contract, and after following unsuccessful impasse procedures, this Article shall be dissolved.

## Article XIX

### **ORGANIZATIONAL SECURITY**

**A. Membership Dues Deduction**

Any unit member who is a member of the Association, or who has applied for membership, may pay a lump sum cash payment to the Association or sign and deliver to the District an assignment authorizing payroll deduction of unified membership dues to the Association. Pursuant to such authorization, the District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months.

**B. Provisions of Information**

The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this article.

**C. Indemnification/Hold Harmless Clause**

The Association agrees to fully indemnify, defend and hold harmless, the District (and its officers, employees and agents) against any claim, action, liability, judgments or settlements regarding the legality of this section or any action taken by or on behalf of the District in implementing this Section. The Association shall have the right to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed, provided however, the District may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.

The Association's duty to indemnify does not apply to litigation instituted by the Association against the District for the District's alleged failure to comply with the provisions of this Section.

## **Article XX**

### **MANAGEMENT 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. Included in but not limited to those duties and powers are the exclusive rights 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; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine 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 Board retains the right to fix duties and responsibilities, establish positions, hire, assign, evaluate, promote, terminate, and discipline unit members.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and 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 then only to the extent such specific and express terms are in conformance with the law. This does not limit, control, or deny the exclusive representative or other employee organization of their rights expressly set forth in the Act.

The District retains its right to take whatever actions may be necessary to carry out its mission in emergency situations. The determination of whether or not emergency exists is solely within the discretion of the District, subject under Article XIII (Grievances) to the determination as to the emergency and the appropriateness of the District's actions resulting therefrom.

## **Article XXI**

### **EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over State laws to the extent permitted by State law; that where applicable, the Board Policies and Administrative Regulations shall be changed to conform to the provisions of this Contract.

In the event the District desires to change any of its Policies and/or Administrative Rules and Regulations affecting the unit members, not covered by this Agreement but within the scope of bargaining, it will, absent emergency conditions, so notify the Association of its intentions prior to any such contemplated change. The Association, within ten (10) school days after receipt of such notification, may notify the District of its desire to negotiate on such contemplated changes in District Policies and/or Administrative Rules and Regulations. Thereupon, the District shall enter into such negotiations with the Association for a period of thirty (30) calendar days (unless agreement is reached prior to the thirty [30] days). If no agreement is reached within the thirty (30) day period, the District may adopt the change if it so desires.

## **Article XXII**

### **SAVINGS CLAUSE**

If any provisions of this Agreement are held to be contrary to law, by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon such holding, and within ten (10) days of request by the Association, the parties shall meet to negotiate restoration of lost benefits to the extent that such benefits may be legally restored.

## **Article XXIII**

### **DURATION**

The term of this Agreement shall be from July 1, 2018 up to and including June 30, 2021. In addition to Article IV -Wages and Article V - Health and Welfare, the Association and the District will have two reopeners for the 2019-2020 and 2020-2021 school years. If neither side requests to reopen the contract, the contract will roll over for a new three-year term. Notification regarding reopeners must occur by May 1 of each year or to a later mutually agreed upon date.

## **Article XXIV**

### **NEGOTIATIONS**

In the school year in which the Agreement expires, the Association shall submit its initial proposals for a successor Agreement to the Board.

The parties shall meet and negotiate in good faith on negotiable items on a successor Agreement beginning no later than May 1 (or to a later mutually agreed upon date) of the school year in which the agreement expires. Any agreement reached between the parties shall be reduced in writing and signed by them.

**Article XXV**

**ACADEMIC FREEDOM**

For the life of this contract, "Academic Freedom" and the teaching of controversial issues shall be consistent with the guidelines in the most current Simi Valley Unified School District Certificated Employee Handbook under Controversial Issues (page F-2.)

## **Article XXVI**

### **SITE-BASED DECISION MAKING**

The District and the Association recognize that empowering teachers through a process which allows employees at individual schools to have increased responsibility for making decisions will improve effective professional practice and the educational/learning process. The parties acknowledge the importance of improving instructional programs through site-based decision making. When a school develops a site-based proposal that modifies the Contract, it must be submitted to the District and SEA for approval. A Memorandum of Understanding will be developed by the District and SEA in order to facilitate site-based objectives. The Board of Education will have final approval on all site-based proposals.

The District and SEA agree that the provisions of a Memorandum of Understanding shall not be interpreted or considered as establishing any precedent or practice, nor as a violation of any agreement, condition or practice.

The District and SEA agree that such Memorandum of Understanding may be initiated for a period of one or two years and that renewal, beyond the term, will require the submission of a new Memorandum of Understanding.

Decision-making at a school site should be shared by staff in a collegial manner, while recognizing that the decisions must conform to State and Federal laws, District policy, and the Contract unless site specific language has been approved. To be consistent with Board Policies and Guidelines, District and SEA will consult as needed using an interest-based decision making process.

This article is not intended for schedule modifications. The process for schedule modifications can be found in Article XV, Section I.

## **Article XXVII**

### **CONCLUSIVENESS OF AGREEMENT**

During the period of this Agreement, the terms of this contract shall not be opened to further negotiations, except as specified under "Duration of Agreement", unless by mutual consent.

In addition to the above, the parties agree to engage in an ongoing consultation process to resolve matters of mutual concern.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**2021-2022  
Teachers' Salary Schedule**

Step	I BA	II BA + 15	III BA + 30	IV BA + 45	V BA + 60	VI BA + 75 or MA
1	\$49,279	\$49,279	\$51,980	\$51,982	\$53,138	\$55,265
2	\$49,279	\$49,279	\$51,982	\$52,604	\$55,853	\$58,087
3	\$49,279	\$49,279	\$51,983	\$55,065	\$58,556	\$60,900
4	\$49,279	\$51,421	\$54,270	\$57,527	\$61,274	\$63,725
5	\$50,991	\$53,556	\$56,570	\$59,996	\$63,996	\$66,555
6	\$53,018	\$55,704	\$58,877	\$62,458	\$66,702	\$69,370
7	\$55,065	\$57,850	\$61,188	\$64,919	\$69,419	\$72,194
8	\$57,387	\$59,996	\$63,495	\$67,375	\$72,138	\$75,023
9	\$57,387	\$62,129	\$65,794	\$69,856	\$74,859	\$77,854
10	\$57,387	\$62,129	\$68,095	\$72,314	\$77,569	\$80,672
11	\$57,387	\$62,129	\$68,095	\$74,769	\$80,267	\$83,476
12	\$57,387	\$62,129	\$68,095	\$77,242	\$82,983	\$86,301
13	\$57,387	\$62,129	\$68,095	\$77,242	\$85,707	\$89,135
<b>Anniversary Increments</b>						
16	\$57,387	\$62,129	\$70,136	\$79,335	\$88,172	\$91,700
19	\$57,387	\$62,129	\$72,175	\$81,322	\$90,227	\$93,835
22	\$57,387	\$62,129	\$74,213	\$83,362	\$92,273	\$95,963
25	\$57,387	\$62,129	\$78,292	\$87,445	\$96,373	\$100,229

Salary Schedule T

ALL SALARIES are based on a 185 DAY TEACHERS' WORK YEAR

\$1,000 for Earned Doctorate in the field of Education

**Credit will be given for up to nine years teaching experience which occurred at an accredited school, while holding a Clear or Preliminary Credential within the past 15 years. (Highest placement for incoming teacher - Step 10)**

**Certificated Hourly Schedule**

Column	I	II	III	IV	V	VI
	\$42.86	\$45.01	\$49.97	\$51.96	\$53.15	\$55.26

Salary Schedule HR

**NOTES**

**Additional Assignments:**

Placement = Column I

**Teachers of Home Hospital Students and Long-Term Independent Study:**

Hourly rate will be at the appropriate column of the Certificated Hourly Salary Schedule

**ESY Summer School Assignments:**

Hourly rate will be at the appropriate column of the Certificated Hourly Salary Schedule  
Hourly rate will be at the appropriate column of the Certificated Hourly Salary Schedule

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**  
**2021-2022**  
**Certificated Per Diem Hourly Salary Schedule**

Step	I BA	II BA + 15	III BA + 30	IV BA + 45	V BA + 60	VI BA+75 or MA
1	44.40	44.40	46.83	46.83	47.87	49.79
2	44.40	44.40	46.83	47.39	50.32	52.33
3	44.40	44.40	46.83	49.61	52.75	54.86
4	44.40	46.32	48.89	51.83	55.20	57.41
5	45.94	48.25	50.96	54.05	57.65	59.96
6	47.76	50.18	53.04	56.27	60.09	62.50
7	49.61	52.12	55.12	58.49	62.54	65.04
8	51.70	54.05	57.20	60.70	64.99	67.59
9	51.70	55.97	59.27	62.93	67.44	70.14
10	51.70	55.97	61.35	65.15	69.88	72.68
11	51.70	55.97	61.35	67.36	72.31	75.20
12	51.70	55.97	61.35	69.59	74.76	77.75
13	51.70	55.97	61.35	69.59	77.21	80.30
<b>Anniversary Increments</b>						
16	51.70	55.97	63.19	71.47	79.43	82.61
19	51.70	55.97	65.02	73.26	81.29	84.54
22	51.70	55.97	66.86	75.10	83.13	86.45
25	51.70	55.97	70.53	78.78	86.82	90.30

Salary Schedule PD

**Secondary Class Schedule Completion:**

Hourly rate is equal to one-sixth (1/6) of teacher's per diem (daily) rate.

Approved 2/15/22

Effective 7/1/21

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**  
**2021-2022**  
**Adult Education Teacher Hourly Salary Schedule**

Step	I BA/SDSC*	II BA + 15	III BA + 30	IV BA + 45	V BA + 60	VI BA + 75 or MA
1	\$36.98	\$38.47	\$40.09	\$42.05	\$44.08	\$45.85
2	\$38.75	\$40.31	\$42.06	\$44.12	\$46.39	\$48.26
3	\$40.53	\$42.10	\$44.02	\$46.15	\$48.65	\$50.61
4	\$42.28	\$44.00	\$46.00	\$48.26	\$50.92	\$52.96
5	\$44.02	\$45.82	\$47.94	\$50.33	\$53.58	\$55.73
6	\$45.80	\$47.67	\$49.88	\$52.39	\$55.44	\$57.66

*\*Standard Designated Subjects Credential*

Schedule AE

Lead Instructor Stipend \$2,346

**ANNIVERSARY INCREMENTS:**

Beginning of 10th year - \$848 Beginning of 13th year -  
 \$2,259 Beginning of 16th year - \$3,671 Beginning of  
 19th year - \$5,082 Beginning of 22nd year - \$6,493  
 Beginning of 25th year - \$7,904 Schedule AL

**Adult Education Teacher**  
**Part-Time Hourly Pay Salary Schedule**

Step	I BA/SDSC*	II BA + 15	III BA + 30	IV BA + 45	V BA + 60	VI BA + 75 or MA
1	\$32.29	\$33.58	\$35.02	\$36.66	\$38.53	\$40.06

*\*Standard Designated Subjects Credential*

Schedule AP

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**2021-2022  
Stipend Schedule**

**Stipend Schedule - Elementary**

<b>Position</b>	<b>Stipend</b>
Lead Teacher	\$2,463/year
Grade Level Chair/Leadership Team	\$2,155/per site/year *
Combination Class	\$2,397/year
Extra Curricular Programs (Divided Into Units Below)	\$2,216/per site/year
a. Category A (Long Term and/or High Intensity)	\$369/year
b. Category B (Less Intensive for Short Duration)	\$184 or \$92/year
c. Category C	\$14.28/hour

\* Divided equally among chairpersons.

**Stipend Schedule - Middle School  
\$33,066/Per Site Annually**

<b>Position</b>	<b>Stipend</b>
Leadership Advisor	1.5
Activity Director	1.5
Choral Music Productions	1.5
Instrumental Music Productions	1.5
Yearbook Advisor	1.5
Drama Productions	1.5
Intramural Coordinator	1.0
Technology Coordinator	1.0
Quiz Bowl Advisor	1.0
Volleyball Coach - Boys	1.0
Volleyball Coach - Girls	1.0
Basketball Coach - Boys	1.0
Basketball Coach - Girls	1.0
Soccer Coach - Boys	1.0
Soccer Coach - Girls	1.0

1.0 stipend is \$1,250 Remaining funds may be used at each school site for club sponsorship or activities; to be distributed in increments .25 / .50 / .75 / 1.0 to be decided by the Extracurricular Stipend Committee (consisting of Principal or designee, Activity Director and SEA representative).

**Stipend Schedule - Secondary Dept Chairs**

<b>Position</b>	<b>Stipend</b>
<b>Category A</b>	
English/Language Arts	\$1,846/year
Math	\$1,846/year
Science	\$1,846/year
Social Studies	\$1,846/year
Special Education	\$1,846/year
<b>Category B</b>	
Foreign/World Language	\$1,232/year
Physical Education	\$1,232/year
Visual & Performing Arts	\$1,232/year
Vocational Arts/Tech Comp.	\$1,232/year
Curriculum Lead - Apollo (4)	\$1,232/year
Curriculum Lead - MV (2)	\$1,232/year
<b>Category C</b>	
Other Department Chairs Established	\$1,313/year

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**2021-2022  
Stipend Schedule**

**Speech and Language Pathologist Stipends**

<b>Position</b>	<b>Stipend</b>
Bilingual Speech and Language Pathologist	\$2,463/year
Clinical Hour Fellowship Mentor	\$1,231/year

<b>Miscellaneous</b>	<b>Stipend</b>
Professional Development/Staff Development Stipend	\$63.50/half day
Co-Curricular Supervision	\$14.28/hour
Special Education Mentor Stipend	Match VCOE Rate

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**  
**2021-2022**  
**Extracurricular Activities Stipend Schedule - Senior High**

POSITION	Factor	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>FOOTBALL</b>									
Varsity	0.100	\$3,577	\$3,748	\$3,918	\$4,087	\$4,256	\$4,426	\$4,598	\$4,767
Assistant	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Sophomore	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Assistant	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Assistant	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>BASKETBALL</b>									
Varsity	0.095	\$3,398	\$3,560	\$3,722	\$3,882	\$4,043	\$4,205	\$4,368	\$4,529
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Sophomore	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>BASEBALL</b>									
Varsity	0.085	\$3,040	\$3,185	\$3,330	\$3,474	\$3,618	\$3,762	\$3,908	\$4,052
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>CROSS COUNTRY</b>									
Varsity	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
<b>WRESTLING</b>									
Varsity	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>SWIMMING</b>									
Varsity	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Junior Varsity	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>DIVING</b>									
Varsity	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575

<b>POSITION</b>	<b>Factor</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>TRACK</b>									
Varsity	0.090	\$3,219	\$3,373	\$3,526	\$3,678	\$3,831	\$3,983	\$4,138	\$4,290
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Sophomore	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>TENNIS</b>									
Varsity	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>VOLLEYBALL</b>									
Varsity	0.085	\$3,040	\$3,185	\$3,330	\$3,474	\$3,618	\$3,762	\$3,908	\$4,052
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>SOFTBALL</b>									
Varsity	0.085	\$3,040	\$3,185	\$3,330	\$3,474	\$3,618	\$3,762	\$3,908	\$4,052
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>LACROSSE</b>									
Varsity	0.085	\$3,040	\$3,185	\$3,330	\$3,474	\$3,618	\$3,762	\$3,908	\$4,052
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>SOCCER</b>									
Varsity	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>WATER POLO</b>									
Varsity	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Junior Varsity	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
Freshman/Sophomore	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>GOLF</b>									
	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575

POSITION	Factor	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>ATHLETIC DIRECTOR (FALL + SPR)</b>	0.120	\$4,292	\$4,497	\$4,702	\$4,904	\$5,108	\$5,311	\$5,517	\$5,721
Assistant Athletic Director	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
<b>TRAINER</b>	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>PEP SQUAD</b>	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>CLASS ADVISOR</b>									
Senior	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Junior	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Sophomore	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Freshman	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>OTHER CURRICULUM AREAS:</b>									
Yearbook	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Journalism	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Vocal	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Accompanist	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Drama	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Speech	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Instrumental Music	0.100	\$2,683	\$3,748	\$3,918	\$4,087	\$4,256	\$4,426	\$4,598	\$4,767
Assistant	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Pageantry Corps	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>DRILL TEAM</b>	0.075	\$2,683	\$2,811	\$2,939	\$3,065	\$3,192	\$3,319	\$3,448	\$3,575
Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>ACADEMIC DECATHALON</b>	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>MOCK TRIAL</b>	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>RENAISSANCE COORDINATOR</b>	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>SCIENCE FAIR COORDINATOR</b>	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860

**PLAYOFF COMPETITION STIPEND:**

The sum of \$100 for Head Coach per week and \$50 for Assistant Coach per week up to a maximum of \$500 and \$250, respectively, shall be granted to unit members whose seasons are extended as a result of play-off competition. This additional stipend shall also apply to other extracurricular activities where extended competition takes place beyond the normal scheduled activities deemed to be a routine part of those activities. The school administration shall make known the implementation of this position to unit members effected prior to the time commitment so as to avoid any misunderstandings.

**FACTOR STIPEND:**

100% Stipend is based on Head Football Coach

**All other stipends are a percentage of that base.**

**STEPS:**

Steps achieved are for years worked in that extra curricular position.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**2021-2022**

**Extracurricular Activities Stipend Schedule - Santa Susana High School**

<b>POSITION</b>	<b>Factor</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>ACTIVITIES DIRECTOR</b>	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
<b>ACADEMIC DECATHALON</b>	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
<b>CLASS ADVISOR</b>									
Senior	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Junior	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Sophomore	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Freshman	0.065	\$2,325	\$2,436	\$2,547	\$2,656	\$2,767	\$2,877	\$2,988	\$3,099
<b>OTHER CURRICULUM AREAS:</b>									
Dance Director	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Drama	0.070	\$2,504	\$2,623	\$2,743	\$2,861	\$2,979	\$3,098	\$3,218	\$3,337
Drama Assistant	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Instrument/Music Director	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Journalism	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Mock Trial	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Renaissance Coordinator	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Science Fair Coordinator	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Sound & Lighting Director	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Speech	0.060	\$2,146	\$2,249	\$2,351	\$2,452	\$2,554	\$2,656	\$2,759	\$2,860
Vocal Music Director	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
Vocal Music Accompanist	0.045	\$1,610	\$1,686	\$1,763	\$1,839	\$1,915	\$1,992	\$2,069	\$2,145
Yearbook	0.080	\$2,862	\$2,998	\$3,135	\$3,269	\$3,405	\$3,541	\$3,678	\$3,814
<b>ACTIVITY SPONSORS (14)</b>	0.045	\$1,610	\$1,686	\$1,763	\$1,839	\$1,915	\$1,992	\$2,069	\$2,145

**FACTOR STIPEND:**

**STEPS:**

100% Stipend is based on Head Football Coach; Steps achieved are for years worked in that extra curricular position. All other stipends are a percentage of that base.

## **Appendix D**

### **Appearance and Dress**

Since teachers serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Staff are encouraged, during school hours, to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Common sense in your personal appearance should be the guiding principle in selecting apparel.

# Simi Valley Unified School District

## 2021/2022

JULY								JANUARY								
S	M	T	W	T	F	S		S	M	T	W	T	F	S		
				1	2	3	☺ 5 Independence Day (legal holiday) (observed)							1	♦ 4 Preparation Day (Full Day) ● 5 School Reconvenes ☺ 17 Martin Luther King Day	
4	☺5	6	7	8	9	10		2	▲3	♦4	●5	6	7	8		
11	12	13	14	15	16	17		9	10	11	12	13	14	15		
18	19	20	21	22	23	24		16	☺17	18	19	20	21	22		
25	26	27	28	29	30	31		23	24	25	26	27	28	29		
							30	31								
AUGUST							⚙ 6 New Teachers Report (1/2 day) ■ 9 All Teacher Staff Development ♦ 10 Preparation Day (Full Day) ● 11 First Student Day	FEBRUARY								
S	M	T	W	T	F	S		S	M	T	W	T	F	S		
1	2	3	4	5	⚙6	7		6	7	8	9	10	11	12		☺ 21 President's Day
8	■9	♦10	●11	12	13	14		13	14	15	16	17	18	19		
15	16	17	18	19	20	21		20	☺21	22	23	24	25	26		
22	23	24	25	26	27	28	27	28								
29	30	31														
SEPTEMBER							☺ 6 Labor Day ☺ 7 Local Holiday (Rosh Hashanah) ☺ 16 Local Holiday (Yom Kippur)	MARCH								
S	M	T	W	T	F	S		S	M	T	W	T	F	S		
			1	2	3	4		6	7	8	9	10	■11	12		■ 11 All Teacher Staff Development ▲ Spring Recess
5	☺6	☺7	8	9	10	11		13	14	15	16	17	18	19		
12	13	14	15	☺16	17	18		20	21	22	23	24	25	26		
19	20	21	22	23	24	25	27	▲28	▲29	▲30	▲31					
26	27	28	29	30												
OCTOBER							3rd School Month	APRIL								
S	M	T	W	T	F	S		S	M	T	W	T	F	S		
					1	2		3	4	5	6	7	▲1	2		☺ 15 Local Holiday (Good Friday) + 18 Non student/non work day
3	4	5	6	7	8	9		10	11	12	13	14	☺15	16		
10	11	12	13	14	15	16		17	*18	19	20	21	22	23		
17	18	19	20	21	22	23	24	25	26	27	28	29	30			
24	25	26	27	28	29	30										
31																
NOVEMBER							4th School Month ■ 2 All Teacher Staff Development ☺ 11 Veterans Day ▲ 22 Thanksgiving Recess Begins # 24 Classified Holiday ☺ 25 Thanksgiving Day ☺ 26 Local Holiday	MAY								
S	M	T	W	T	F	S		S	M	T	W	T	F	S		
	1	■2	3	4	5	6		1	2	3	4	5	6	7		☺ 30 Memorial Day
7	8	9	10	☺11	12	13		8	9	10	11	12	13	14		
14	15	16	17	18	19	20		15	16	17	18	19	20	21		
21	▲22	▲23	▲#24	▲☺25	▲●26	27	22	23	24	25	26	27	28			
28	29	30					29	☺30	31							
DECEMBER							5th School Month ▲ 20 Winter Recess ☺ 23 Local Holiday ☺ 24 Christmas Day (legal holiday observed) ☺ 30 Local Holiday ☺ 31 New Year's Day (legal holiday observed)	JUNE								
S	M	T	W	T	F	S		S	M	T	W	T	F	S		
			1	2	3	4		5	6	7	8	9	●3	4		2 High School Graduation ● 3 Last Day of School-Minimum day 3 Teacher Checkout
5	6	7	8	9	10	11		12	13	14	15	16	17	18		
12	13	14	15	16	17	18		19	20	21	22	23	24	25		
19	▲20	▲21	▲22	☺23	☺24	25	26	27	28	29	30					
26	▲27	▲28	▲29	☺30	☺31											

- First & Last Day of School
- ☺ Legal Holiday
- ☺ Local Holiday

- Staff Development (Student Non-Attendance)
- ♦ Preparation Day (Student Non-Attendance)
- ⚙ Orientation Half-day (Student Non-Attendance)

- ▲ Thanksgiving, Winter & Spring Recess
- # Classified Holiday
- \* Non student/non work day

# Simi Valley Unified School District 2022/2023

JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
3	Ⓞ4	5	6	7	*1	2	7	■8	◆9	●10	11	12	13	4	Ⓞ5	6	7	8	9	10	2	3	4	●5	6	7	8	6	7	■8	9	10	Ⓞ11	12	4	5	6	7	1	2	3	4	5	6	7	1	2	3			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	11	12	13	14	15	16	17			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	14	15	16	17	18	19	20	18	19	20	21	22	23	24	18	19	20	21	22	23	24			
24	25	26	27	28	29	30	28	29	30	31	25	●26	27	28	29	30	23	24	25	26	27	28	29	20	21	22	23	24	25	26	21	22	23	24	25	26	27	25	26	27	28	29	30	31	25	26	27	28	29	30	31
31																					30	31																													
* 1 Non student/Non work day Ⓞ 4 Independence Day (legal holiday)							Ⓞ 5 New Teachers Report (1/2 day) ■ 8 All Teacher Staff Development ◆ 9 Preparation Day (Full Day) ● 10 First Student Day							Ⓞ 5 Labor Day ● 26 Local Holiday (Rosh Hashanah)							3rd School Month ● 5 Local Holiday (Yom Kippur)							4th School Month ■ 8 All Teacher Staff Development Ⓞ 11 Veterans Day ▲ 21 Thanksgiving Recess Begins # 23 Classified Holiday Ⓞ 24 Thanksgiving Day ● 25 Local Holiday							5th School Month ▲ 22 Winter Recess ● 23 Local Holiday 25 Christmas Day Ⓞ 26 Legal Christmas Holiday 30 Local Holiday																
JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S										
1	▲②	▲3	▲4	▲5	▲6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	●7	8	7	8	9	10	11	12	13	4	5	6	7	1	●2	3										
8	◆9	■10	●11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15	11	12	13	14	15	16	17	11	12	13	14	15	16	17										
15	Ⓞ16	17	18	19	20	21	19	Ⓞ20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24										
22	23	24	25	26	27	28	26	27	28	26	▲27	▲28	▲29	▲30	▲31	23	24	25	26	27	28	29	28	Ⓞ29	30	31	25	26	27	28	29	30	31	25	26	27	28	29	30	31											
29	30	31																																																	
▲ 2 Legal New Year's Holiday ◆ 9 Preparation Day (Full Day) ■ 10 All Teacher Staff Development ● 11 School reconvenes Ⓞ 16 Martin Luther King Day ▲ 2 Winter Recess							7th School Month Ⓞ 20 President's Day							8th School Month ▲ 27 Spring Recess							9th School Month ● 7 Local Holiday (Good Friday)							10th School Month Ⓞ 29 Memorial Day							1 Graduation ● 2 Last Day of School-Minimum day ● 2 Teacher Checkout																

- First & Last Day of School
- Ⓞ Legal Holiday
- Local Holiday
- Staff Development (Student Non-Attendance)
- ◆ Preparation Day (Student Non-Attendance)
- Orientation Half-day (Student Non-Attendance)
- ▲ Thanksgiving, Winter & Spring Recess
- # Classified Holiday