

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT  
AND  
PASO ROBLES PUBLIC EDUCATORS, CTA/NEA AND CFT, AFLICIO



July 1, 2019- June 30, 2020

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**ARTICLE 1.**

**INTRODUCTION**

A. This agreement is entered into by and between the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (“District”) and the PASO ROBLES PUBLIC EDUCATORS (“Exclusive Representative”, “Association,” or “PRPE”), an employee organization, collectively hereinafter “the Parties.” Hereinafter referred to as the “Agreement.”

B. This agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

C. The District and the Exclusive Representative agree that their respective employees, officers, agents, and representatives shall adhere to and give full and faithful performance to the terms and conditions of the Agreement.

D. Neither the District nor the Exclusive Representative shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the lawful exercise of their right to engage or not engage in any lawful activity or activities of the Exclusive Representative.

**ARTICLE 2.**

**RECOGNITION**

A. The District recognizes PRPE as the Exclusive Representative of the unit composed of the District’s regularly employed:

- a) Full-time classroom teachers;
- b) Part-time classroom teachers;
- c) Instructional Coaches;
- d) Teachers on Special Assignments;
- e) Independent study teachers;
- f) Home school teachers;
- g) Adult school teachers;
- h) Librarians;
- i) Counselors;
- j) Speech therapists; and
- k) Non-classified nurses

B. The Parties agree that management, confidential employees, fee-based instructors, and substitutes are specifically excluded from this agreement and Article 2 recognition.

C. The Parties agree that their members, officers, agents, or representatives shall not negotiate individually with the other party.

D. New job classifications shall be designated as management, confidential, supervisory, or bargaining unit positions when they are created. The District shall consult with the Exclusive Representative prior to designating the positions. Disputed cases shall be submitted to the Public Employment Relations Board (“PERB”).

### ARTICLE 3.

#### SALARY

A. *The Certificated Salary Schedule is attached to this Agreement as addendum A.*

1. *Pursuant to the Negotiation Agreement reached on May 29, 2019 the following salary applies:*
  - a. During the 2019-20 school year, PRPE members will be paid for a 188 day work year, and be required to work the following professional development days: November 1, 2019, January 6, 2020, and March 20, 2020. For the 2020-21 fiscal year, the salary schedules and duty days will be re-negotiated.

2. Step and longevity movement shall be contingent upon satisfactory performance evaluations. Before a unit member is denied step or longevity movement, the unit member shall receive a written assistance plan, including: (a) specific areas which need improvement, (b) suggestions for improvement, (c) additional resources which will be provided (if applicable), (d) techniques for measuring improvement, (e) time schedule for monitoring improvement. If an overall unsatisfactory rating is indicated on the evaluation form, an assistance plan will be in place for a school year. If after this time the subsequent overall evaluation is unsatisfactory the step and longevity movement will be frozen for the next school year. After initial employment, to receive credit for a year's full-time service and to advance on salary schedule, a unit member must perform the duties normally required of a certificated employee and complete a minimum standard of 75% of the certificated work year (185 workdays, times 455 minutes per day [7 hours & 35 minutes per day], equals 84,175 minutes. 75% of 84,175 minutes is 63,131 minutes or 138.5 workdays).

B. Units shall be credited as they are earned, subject to the conditions specified below:

1. For the purpose of this Article, units are defined as semester units.
2. To be applicable for salary schedule placement purposes for the school year, an official transcript of courses completed or a statement signed by the instructor or the registrar of the college or university that the course has been satisfactorily completed will be required no later than the last workday before October 15. Failure to observe this deadline shall cause the crediting of the units to be held to the next school year. However, the District will not require transcripts for successfully completed District-sponsored training programs that qualify for salary schedule credit.
3. Advanced training units to be credited on initial placement shall be related to the teaching assignment.
4. Graduate units related to the employee's teaching assignment earned prior to the time the employee received a bachelor's degree shall be granted for salary schedule placement at the discretion of the District.
5. When employees are initially employed in the District, their transcripts will be evaluated to determine which graduate courses completed, in addition to those required for a bachelor's

degree, will be accepted for salary placement purposes. It is the employee's responsibility to provide the district with verification of request for official transcripts within the first 30 days of paid service. Any transcripts received after 90 days will not be used for salary placement for the current school year and may result in payroll deductions if the initial placement was incorrect.

6. Placement on the first step of the salary schedule is based on the completion of a bachelor's degree from an accredited college or university with no additional approved units and with no creditable years of teaching experience.
7. Units and degrees will be accepted only from accredited colleges and universities. For purposes of this Article and Appendices, accredited colleges and universities are defined as those from which units are accepted by the California Commission for Teacher Preparation and Licensing. For purposes of this Article, correspondence or mail-order courses will be acceptable only with the prior written approval of the District.
8. Teaching experience gained in public, private, academic, industrial and career technical schools and Public Health Nursing Services accredited by recognized accrediting agencies will be granted for purposes of initial salary placement.
9. A maximum credit of seven years of previous teaching experience shall be granted for teachers entering the District for the first time.
  - a) Previous experience will be evaluated using the established criteria for determining service credit for permanent employees.
  - b) After initial credit is given, year-for-year credit shall be given for additional experience in the District. One year of salary schedule step credit shall be given for each two (2) years in which part-time unit members receive satisfactory performance evaluations. Part-time is defined as those employees working the equivalent of 50% or less of a full-time assignment.
  - c) In computing, the seven (7) years of service maximum, up to two (2) years of credit may be granted for United States Military Service.
10. Satisfactory completion of each unit of approved college credit is required to advance from one salary classification to another.
  - a) To be credited for placement on the salary schedule, courses must be approved by the appropriate District management person prior to completion of the courses. Correspondence and mail-order courses will be acceptable only with the prior approval of the District.
  - b) With respect to units taken for credit on the salary schedule, the units must be upper-division or graduate-level courses.
    - I. An employee may request a lower division course which is applicable to his/her assignment. A site administrator must make a favorable recommendation for a lower division course to be considered. The Superintendent or designee shall review such recommendations prior to approval being granted.
    - II. Approval shall be on a case-by-case basis, and no approval shall set a precedent.

III. An employee may appeal the denial of unit credit for salary schedule advancement to the Superintendent or designee.

c) The District may, but is not obligated to, give credit for courses taken without prior approval.

d) Satisfactory completion of each unit of approved college credit with a grade of "C" or better is required to advance from one salary column to another. "Pass" or "credit" is acceptable when letter grades are unavailable.

e) Unit members attending conferences on non-duty days may receive salary unit credit if they pay the tuition and have received permission to take the units pursuant to the regular District procedure.

11. A part-time regular classroom certificated employee's salary shall be prorated to the amount paid to a fulltime in the same assignment.

12. Career technical education teachers whose credentials are based upon a bachelor's degree and no supervised practice teaching will be placed on the salary schedule in the same manner as for regular teachers.

a) Career technical education teachers whose credentials are based upon work experience at the journeyman level, with or without a bachelor's degree and without supervised practice teaching, will be placed on the first step of the salary schedule.

b) Work experience beyond that required by career technical education teachers for their credential will be credited on the basis of one year's salary schedule advancement for every two years of work experience completed, up to a maximum of seven years' credit on the initial salary schedule placement.

c) Salary schedule advancement will be allowed for credited units earned beyond the issuance of the work experience based credential.

C. Unit members receiving extra-duty stipends shall be entitled to a longevity bonus (with the following exception: Department Chairpersons), as follows:

1. 10% of the base stipend at the start of the sixth consecutive year in a district-approved assignment.

2. 20% of the base stipend at the start of the eleventh consecutive year in a district-approved assignment.

3. It shall not constitute a break in service if a unit member does not serve in an extra-duty stipend position for reasons of health, child-rearing, or other unusual circumstances, subject to district approval. Time spent in this approved inactivity shall not count toward longevity.

D. Middle School Department Chairs Positions

1. Position

Terms Effective July 1, 1986

- |   |         |
|---|---------|
| a. Social Studies                                 | 2 years |
| b. English  | 2 years |
| c. Math   | 2 years |
| d. Physical Education/Health                      | 2 years |
| e. Science  | 2 years |
| f. Special Services (Special Ed. & Counseling)    | 2 years |
| g. Elective Department:VAPA/Foreign Language/Tech | 2 years |

2. Criteria & Selection Process for Department Chairperson

- a. Candidates must have an overall satisfactory written evaluation of teaching performance for the preceding school year.
- b. Candidates are ineligible if they have previously received an unsatisfactory written evaluation for department chair performance. This requirement may be waived by the principal.
- c. Department chair candidates must be teaching at least two sections within the appropriate department when selected and must at all times teach at least one section within the department.
- d. Each department shall nominate a chairperson who meets the preceding requirements to the principal for approval. If a nominee is not approved then the principal will provide the nominee with the reasons in writing.

3. The term of office for department chairs shall be two (2) years except in E.4, below, for unsatisfactory service.

4. The department chairs shall be evaluated each school year by the principal and/or assistant principal. This additional evaluation shall be attached to the regular teacher evaluation form. In the event of an unsatisfactory evaluation, the department chair may be removed at the end of the first year in the position.

5. The District will provide a written job description for department chairs after consulting with the Exclusive Representative.

6. The principal or assistant principal will establish annual goals for each department chair after consulting with the department chair.

7. The special services department chair shall be credited with six periods of section credit, plus the actual number of special education teaching sections.

E. The District will provide an annual stipend to those unit members who hold a master's or doctorate degree from an accredited college or university. The degree must be in an area of study directly related to public education. In each subsequent school year, the stipend shall be increased by the same percentages as the across-the-board salary increase. The master's and doctorate degree stipends shall appear on the salary schedule at each appropriate step and column placement. A unit member shall be eligible for only one stipend under the provisions of the Paragraph.

F. (6-8) Counselor II positions shall work 8 hours and 40 minutes per day, which includes a 40 minute duty free lunch, for 195 workdays (10 more days than contract) and receive a 15% stipend. (9-12) Counselors work year extended to 200 days from the teacher base of 185 days. 9-12 counselors shall work 15 extra work days and receive a 20% stipend for counseling service.

G. (9-12) Full-time agriculture teachers may have their work year extended to 225 days. Agriculture teachers working 225 days shall receive a 20% stipend. The stipend, in addition to placement on the regular salary schedule, shall serve as the only compensations for the extra days worked. If agriculture teachers are assigned less than 225 days, the District and the Exclusive Representative will meet to renegotiate the stipend.

H. (9-12) Librarians shall receive an additional stipend as provided by addendum B. The stipend, in addition to placement on the regular salary schedule, shall serve as the only compensation for the extra time in the workday served by the librarian. The librarian shall be paid on a per diem basis for 10 (ten) additional days over the certificated work year.

I. Those teachers employed to perform curriculum development work, teaching assignments outside the regular workday directly related to student remediation, summer school teachers, and driver training teachers shall be compensated at the curriculum rate which shall be adjusted by the across-the-board percentage increase applied to the certificated salary schedule June 1 of each school year for the term of the Agreement. The hourly compensation rate for non-bargaining unit teachers is \$20.00 per hour.

The Curriculum rate is:

- 2017-18 - \$33.66 per hour
- 2018-19 - \$34.12 per hour
- 2019-2020 - \$35.14 per hour

J. Unit members who are regularly assigned to more than one school site and are required by the District to use their own automobiles in the performance of their duties, and unit members required by the District to use their own automobiles to attend a meeting or conference outside the District, shall be reimbursed for all such travel at the rate allowed for income tax deductions by the Internal Revenue Service (IRS). Mileage claims must be submitted to the District on the District-designated form monthly, or within 30 days of the date for which reimbursement is requested. 6-12 traveling teachers who cannot be provided with a full period of preparation time may request a prep period or compensation of 1/6 ⅙ per diem salary to be approved by the site administration. 6-12 traveling teachers will not be required to have a homeroom assignment.

K. Employees who sign addendum A contracts for extracurricular or coaching assignments as a condition of employment, who request to leave their positions shall give written notice to the district prior to March 1 for the following year. Authorization to leave an assignment will be contingent on the employment of a suitable replacement. Failure to notify the District will mean the continuance of service in the position the following season or school year.

L. Paso Robles High School Department Chairpersons:

1. There shall be 10 specified department chairpersons as follows: English, Physical Ed./Diver Ed./Health, Mathematics, Science, Visual & Performing Arts (Art/Music/Drama/Dance), Social Science, Foreign Language, Career Technical Education, Agriculture, Special Services (Special Ed./Library/Counselors).

1. Each department shall elect a chairperson according to the following procedures:
  - a) On May 1 of each year, the principal and the association president shall distribute to members of the department in which the chairperson's term is ending, a notice that a five-day period is open for nominations to be submitted to serve as department chair.
  - b) If a person is willing to be a candidate for a department chair, the person shall notify the association president in writing.
  - c) If no names are nominated during the five-day nomination period, the principal shall appoint a department chairperson, subject to the acceptance of the person appointed. If no one in the department is willing to accept the appointment, the principal shall appoint an administrator to serve as the department chairperson for a two-year term.
  - d) The principal and the president of the association shall give department members at least five-days notice of the time and place of the election before holding the election. The names of the nominees shall be included in this written notice.
  - e) Each unit member shall have one vote in the department in which he/she teaches at least three periods. There are two exceptions: 1) if a unit member does not teach at least three periods in any one department, 2) if the unit member accepts a before school or after school teaching period resulting in three teaching periods in two different departments (in these exception areas, the principal shall decide the unit member's department assignment and voting privilege after consulting with the association president). In no case, shall any unit member have more than one vote in one department.
  - f) At the actual election, the association president shall distribute a ballot listing the names of the nominees. After each department member has voted, the association president shall count the votes and announce the results of the elections. The person receiving the majority of votes shall be elected. In case of a tie, a second election shall be held within five days. If the second election also ends in a tie, the outcome shall be determined by a coin toss. In this case, the term shall be for only one year, after which a new election would be held for another one-year term.
  - g) In the above procedure, the next officer in succession shall conduct the election, if the election involves the department of the association president.
  - h) The above procedures apply any time there is a vacancy in a department chairpersons positions.
  - i) The regular term for each department chair shall begin at the time of election and shall end at the time of the next election, which will usually be held two years later. In the case that a person is fulfilling the remainder of a former chairpersons term, the election will be held on the same schedule as if the original person had completed his/her two-year term.

4. The principal may veto this nominee; otherwise, the elected person shall be appointed as chairperson. In the case of a veto, the department shall elect a second nominee. The principal may veto this nominee; otherwise, the elected person shall be appointed as chairperson.
5. Each department chairperson shall have a job description provided by the District as well as goals established in the same manner as described in the evaluation procedure.
6. Each department chairperson shall be evaluated annually. This evaluation shall be separate from the classroom teacher evaluation. In the case of an unsatisfactory evaluation, the chairperson shall be removed and the department shall elect a new nominee as described above.
7. Department chairpersons shall serve two (2) year terms unless removed for unsatisfactory evaluation.
8. Department chairpersons shall receive stipends as listed on the extra-duty pay schedule, Addendum C. The number of sections will be calculated from the school master schedule each October 1. Department chair stipends will not have STRS deduction unless required by STRS. The department chair stipend for Special Services will be calculated based upon the inclusion of Special Education; Counseling at two sections and Library at one section.

M. Summer School

1. Regularly employed members of the certificated employee bargaining unit shall be given preference over teachers from outside the District for summer school certificated employees must possess appropriate credentials to be given preference.
2. A current satisfactory evaluation of the regular teacher's performance is required to be considered for summer school or adult education placement.
3. Summer school-teaching assignments shall be limited to two consecutive sessions when other qualified teachers have applied to teach summer school and adult education respectively. A session is defined as one summer session:
  - a) A pool of candidates who applied and were not given an assignment shall be maintained by the District. That pool of candidates shall be given priority consideration in the following year's placement.
  - b) If a candidate from the pool is selected and placed their name shall be removed from the list in all subject areas.
  - c) If a teacher accepts a summer school assignment and declines after June 1, the initial acceptance will count as though the teacher completed the summer school assignment.
4. The following criteria shall be the basis for making summer school and adult education placements:
  - a) Recent teaching experience in the subject matter and/or grade level;
  - b) Credentials held relating to the subject matter and/or grade level; and
  - c) Specific program competencies and training related to the subject matter and/or grade level.
5. Adult school teachers will receive an hourly wage equal to the curriculum rate which shall be adjusted by the across-the-board percentage increase applied to the certificated salary schedule July 1, of each school year for the term of the agreement. This does not apply to fee-based instruction. Fee-based instructors are exempt and are independent contractors.

## L. Stipend Positions

1. Stipend positions shall be advertised and qualified applicants for the positions shall go through an interview. Normally, an extra duty stipend is paid for an additional assigned duty performed by certificated bargaining unit members outside of their instructional day or by “walk-ons” who are not members of the bargaining unit only in the event that regularly employed certificated unit members who satisfy the qualification criteria have not applied for the extra duty stipend position. Any and all extra-duty pay performed on a regular yearly basis shall be listed as an extra-duty stipend in addendum C of the collective bargaining agreement and paid accordingly.
2. A selection committee made up of members of the school site shall determine the selection for the extra duty position. The selection committee shall include at least one site administrator and one certificated staff member selected by the bargaining unit president.
3. If it is determined by the selection committee that there are no qualified applicants at the school site and/or within the district the extra duty position shall be opened to non-bargaining unit members.
4. Extra duty stipend positions will be advertised at the school site and/or within the District and posted in the same manner as transfer teacher positions are handled.
5. The following list is subject to selection committee guidelines:
  - a. Activities Director (HS/MS)
  - b. Athletic Director (HS/MS)
  - c. Cheer Advisor (HS/MS)
  - d. Assistant Cheer Advisor (HS/MS)
  - e. Marching Auxiliary (HS)
  - f. Class Advisor (HS)
  - g. Focus Group Leaders (HS)
  - h. SST Coordinators (K-8)
  - i. Bilingual Coordinators
  - j. GATE
  - k. AVID (HS)
  - l. SkillsUSA State and National Qualifiers (MS/HS)
  - m. Special Olympic Coordinator
  - n. STEM Night Coordinator
6. Job descriptions for each of the extra duty positions will be developed by the district.

## ARTICLE 4.

### HEALTH BENEFITS

#### A. Health and Welfare Caps

1. Commencing the 2015-16 school year, the parties agree to increase Health and Welfare cap to:
  - a. \$10,931.00 per year
  - b. \$14, 520.00 retiree cap per year
2. In each fiscal year in which this agreement is effective, the district will set aside any amount of PRPE, represented unit member IRC 125 funds that were not spent and, as required by law, returned to the district by the IRC provider which will be used by PRPE to offset premium costs for succeeding benefit next year.
3. Health Benefit Plans (Addendum E)

B. Benefits for those employees who work 50% or more of a full-time assignment shall have their benefit contribution prorated if they elect to purchase one of the existing benefit plans, according to benefit carrier underwriting regulations and bylaw. Married couples who job-share will be provided health benefits coverage as if one of them were employed full-time.

C. In no event will the District pay any monies to any unit member over and above those provided by this Article. Benefits provided by this Article may be selected by the unit member up to the amount of subsidy specified in Paragraph A, above.

D. In the event a unit member selects a package of benefits that costs more than the District-paid subsidy, the excess cost of premiums shall be deducted from the unit member's salary warrant. The District will make available to unit members an IRC 125 Flexible Benefit Plan. This voluntary reimbursement plan provides unit members the option to deduct from their taxable gross income defined medical expenditures (including orthodontia) and legal dependent care expenses.

E. An employee covered by this Agreement who retires from the District under the provisions of the California State Teachers Retirement System (CALSTRS) at age 55 or older, with ten (10) or more consecutive years of paid service to the District immediately prior to the date of retirement, shall receive the medical benefit coverage in effect at the time of retirement at no cost to the employee. Effective July 2016 the following will be in effect: 57 or older/15 or more consecutive years of paid service.

1. The employee's coverage shall be the plan in which the employee was enrolled during his or her final year of service to the District. If for any reason, the plan under which the employee retired is no longer available for active certificated bargaining unit members, the retired employee shall be enrolled in the plan negotiated by the exclusive representative as the replacement at no cost to the employee.
2. The District's contribution will continue in effect until the employee attains age 65 or until he or she becomes eligible for other health and welfare benefits (e.g. Social Security, Medicare A, or

National Health Insurance, if enacted, whichever occurs first). The term “eligible” shall mean the attainment of the age at which the employee may apply for other health and welfare benefits.

3. A retired employee may elect to continue the dental and/or vision insurance plans in effect for active certificated bargaining unit members at the employee’s cost. The retired employee is required to make payments for dental and vision insurance to the District on a schedule established by the District.
4. Eligible bargaining unit members hired prior to July 1, 2010, retiring after June 30, 2016 shall have an annual retiree health benefit cap equal to the cost on June 30, 2016 of the Blue Cross, PBC 90% Plan with the same provisions (deductibles, maximum co-insurance) as stated in Plan #2 of Attachment C.
5. An eligible employee whose first date of service to the District is on or after July 1, 2010, the District’s retiree contribution shall be limited to the dollar amount in effect in the employee’s final year of employment with the District.

F. The parties agree that unit members will be allowed to participate in Medicare coverage, through the procedures established through the Public Employees Retirement System, effective October 1, 1991.

G. No in -lieu payments or contributions to other District insurance programs shall be made for employees who do not elect to be covered under the provisions of paragraph A of this Article.

H. Job Share Teams

1. An individual in a job-share team will be granted the option to participate in the Health and Welfare benefits packages under the following conditions:
  - a) Each team member must teach at least 50% of a full-time assignment.
  - b) The team has been rated at least satisfactory in the evaluation process.
  - c) The total cost to the District does not exceed the cost to provide coverage for a single, full-time employee.

I. In the case of the death of a unit member, the medical benefits package in effect for that unit member at the time of death shall be continued until June 30 of that school year.

## **ARTICLE 5**

### **MANAGEMENT-RETAINED RIGHTS**

A. It is agreed and understood that except as specified in this agreement the District retains the rights, powers, prerogatives, privileges, duties and authority vested in it by the state and federal laws and regulations and school district policies to manage, control, and direct the operations and affairs of the District, including, but not limiting the generality of the foregoing, the right to:

- 1) The executive management organization and administrative control of the District, its properties, and facilities.
- 2) Determine the number of kinds of personnel required in order to maintain the efficiency of District operations.
- 3) Direct the work of its employees.
- 4) Hire all employees and determine their qualifications and the conditions of their continued employment and discipline, dismiss, demote, assign, and transfer all such employees.
- 5) Establish educational policies, goals, and objectives.
- 6) Ensure the rights and educational opportunities of students.
- 7) Establish budget procedures and determine budgetary allocations.
- 8) Determine methods of raising revenue.

B. The exercise of the foregoing rights, powers, prerogatives, privileges, duties, and authority by the Board, the adoption of policies, rules and regulation, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

C. The failure or refusal of the District to act or exercise its discretion within the rights or powers specifically reserved shall not be proper cause for any grievance unless the District's actions or failure to act in ellegation that a specific provision of this Agreement has been violated.

D. The District will not act in an arbitrary, capricious, or discriminatory manner in the exercise of its discretionary powers.

## ARTICLE 6

### ORGANIZATIONAL SECURITY

A. Right to Represent. The Exclusive Representative shall have the right, upon request of the unit member, to represent the unit member in grievance matters as provided in Article 1, in disciplinary or discharge proceedings, and in any meeting called to give a unit member written notice of unsatisfactory performance.

B. District Property and Facilities. The District's designated bulletin boards and teacher mailboxes shall be available for utilization by the Exclusive Representative. The Exclusive Representative shall be responsible for posting its notices on bulletin boards and for the contact of such notices.

- 1) All postings shall be issued in the name of the Exclusive Representative and signed by the President or designee.
- 2) The Exclusive Representative shall furnish the employer with copies of materials which are posted on bulletin boards or distributed through the mail system. One copy shall be provided to the Superintendent and a copy shall be provided to each site administrator whenever materials are distributed to unit members.
- 3) The District shall not limit the number of communications to employees; however, utilization of the District mail system by the Exclusive Representative is limited to no more than two communications to employees per week.
- 4) The Exclusive Representative shall assume responsibility for the preparation, posting or distribution (except for transportation through the mail system) of such notices and materials.

C. The Exclusive Representative may utilize school building, rooms and facilities for meeting subject to the following conditions:

1. The Exclusive Representative involving teachers from only one school site, a previously designated representative or alternate at that site shall request a meeting room from the principal.

- a) Approval for the use of the meeting room shall be granted by the principal unless use for another purpose has already been authorized.
- b) Approval of the principal shall be requested prior to the use of the facilities. Facilities shall be scheduled at least three days in advance of use, exceptions to this requirement may be made on a case by case basis with the approval of the Superintendent.

2. For meetings involving teachers from more than one school site, the president of the Association or other person designated by the Association shall request a meeting room by submitting the District "Use of Facilities" form. Approval of the District is required prior to the use of the facilities and shall be granted, unless use for another purpose has already been authorized.

3. Meetings scheduled by the Exclusive Representative shall be held outside the workday, unless prior authorization is received from the Superintendent or designee. Lunchtime shall not be considered as part of the workday.

D. Officers, agents or representatives who are employees of the District shall notify the school site office of their presence when they are on a school site other than their regularly assigned site.

1. Officers, agents or representatives who are not employees of the District shall check in at the site office and specify the reason for their presence at the site.

E. Public Information. The Exclusive Representative shall be given, upon written request, a copy of any public document. The charge for copying public documents shall be the same for the Exclusive Representative as it is for all other groups.

F. Membership Dues/Agency Fee Deduction. The employer will fulfill the ministerial function of deducting membership fees and agency fees, as required by statute (while the provisions of EERA Art. 7, code 3546 remain in effect).

1. Any certificated bargaining unit member may sign and deliver to PRPE an application for membership at any time.

2. Any certificated bargaining unit member may sign and deliver to PRPE a request to cancel his or her membership at any time.

3. In accordance with the provisions of BERA Art.7, Code 3456.3 (while the statute remains in effect) religious objectors may assign the full agency fee amount to one of the following charities exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue code: American Cancer Society; Paso Robles Loaves & Fishes; Drug Abuse Resistance Education (DARE), Paso Robles; or the North County Women's Shelter. Unit members who exercise this exemption shall furnish the District and PRPE with evidence that payment was made to the charity chosen. Upon receipt of the evidence of payment, the District has no other obligation relative to this provision.

4. PRPE will provide membership packets to the District. The District will deliver membership packets to new unit members when employment contracts are signed.

5. The District will deduct one-tenth of appropriate union dues or agency fees on the regular salary check of the unit member for ten months during the school year. Unit members employed after the beginning of the school year shall have the authorized dues/fees deducted on a prorated basis to complete payments by the end of the school year.

6. With respect to all sums deducted by the district pursuant to this union Security Agreement, whether for membership dues or service fees, the District agrees to promptly remit such monies to the PRPE accompanied by an alphabetical listing of unit members for who such deductions have been made, categorizing them as to membership or non-membership in PRPE and indicating any changes in personnel from the list previously furnished. There shall be no charge to the PRPE for such deductions.

7. Hold Harmless Agreement. PRPE agrees to pay to the Paso Robles Joint Unified School District all reasonable fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. PRPE shall have the exclusive right to decide and determine whether

any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

G. Miscellaneous. All correspondence from the Exclusive Representative to the District shall be directed to the Superintendent or designee.

H. The number of contracts to be printed each year shall be determined by the Exclusive Representative and the District. Copies of any changes to this contract shall be distributed to all bargaining unit members covered by this Agreement. The cost for duplication of the contract shall be paid by the District, one copy per unit member.

I. The findings and recommendations of any District-wide Committee that deals with working conditions or educational working environment must be submitted to the Exclusive Bargaining Representative for review and recommendation, except in cases where negotiable issues are involved.

J. Board Agency. The Exclusive Representative shall be provided a copy of public Board meeting agenda and public Board meeting minutes.

K. Membership List. The District shall provide a District staffing list to the Exclusive Representative by November 15 of each school year.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURES**

A. A grievance is defined as an alleged violation, misinterpretation or misapplications of an express provision(s) of this Agreement. The grievance shall include terms and conditions of employment solely as they relate to an express provision(s) of this Agreement.

- 1) An action to challenge application(s) of Board policies, administrative directives, rules, or procedures are not grievances under the provision of the Article and shall be undertaken pursuant to such separate administrative procedures established by the Board of Trustees.
- 2) For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge.
- 3) A “grievant” is a unit member covered by this Agreement or the Exclusive Representative representing the rights of a unit member(s) of the Exclusive Representative has been violated.
- 4) Nothing contained herein will be construed as limiting the right of any unit member alleging a violation of the Agreement to discuss the matter informally with a member of the administration and to have the grievance adjusted without intervention of the Exclusive Representative provided the adjustment is not inconsistent with the terms of the Agreement and that the Exclusive Representative has been given an opportunity to review and comment on the proposed adjustment prior to its implementation. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance. The grievant may elect to be represented by the Exclusive Representative and must

inform the District in writing prior to the first meeting, but no later than three days after the grievance has been filed.

- 5) A “day” shall mean any day the District Office is open for business.
- 6) An immediate supervisor is the administrator having immediate jurisdiction over the grievant.
- 7) Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of and be resolved in the grievance proceeding. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. Once a grievance has been resolved or final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

B. Representative of the Exclusive Representative participating in the processing of grievances shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

C. Failure of the grievant or the grievant representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the District’s action or decision at the appropriate level.

D. Time limits may be extended or shortened by mutual written agreement of the grievant and the District. If the District fails to respond within the time limits at any level, the grievance may be processed to the next level.

E. Written grievances as provided in this Article must contain certain information, the absence of which may result in rejection of the grievance as being improperly filed. Rejection of a grievance as improperly filed will not extend the time limitation set forth herein. Written grievances must contain the following information:

- 1) Name of the grievant;
- 2) Date of the alleged violation;
- 3) Date of oral conference at Level One;
- 4) Specific contract article and section(s) allegedly violated;
- 5) Synopsis of events resulting in alleged violation;
- 6) Specific relief/remedy requested

F. Level One Within 30 days of the occurrence of the alleged violation of the Agreement, the grievant must discuss the grievance orally with the immediate supervisor. Within 10 days of oral discussion of the grievance, the immediate supervisor shall communicate an oral decision to the grievant.

G. Level Two (Written Grievance) If the grievant is not satisfied with the immediate supervisor’s decision at Level One, he/she shall reduce the grievance to writing and submit it to the immediate supervisor within 10 days of receipt of the Level One decision.

H. The District will convene a management grievance committee to examine the grievance. Within 15 days of receipt of the appeal at this level, a written response will be rendered to the grievant.

I. Level Three (Written Appeal) In the event that the grievant is not satisfied with the decision at Level Two, a written appeal to the Superintendent or designated representative shall be filed within 10 days of the issuance of the Level Two decision or the deadline within which such decision was to be made.

- 1) The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise state of the reason for the appeal.
- 2) The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within 10 days of the receipt of the appeal.
- 3) Within 10 days of receipt of the appeal, within 10 days of the meeting between the Superintendent and the grievant, or within 10 days of the conciliation meeting (whichever applies), a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

J. Level Four (Mediation) If the grievant is not satisfied with the Level Three response, he/she may request that the Exclusive Representative submit the matter to mediation. Within 10 days of delivery to the grievant of the Level Three response, the Exclusive Representative may petition the California State Conciliation Service for the assistance of a mediator. A copy of the petition must be received by the District within the 10 day limitation. If the mediator is unable to assist the parties in effecting a satisfactory resolution within two mediation meetings, the grievance may be appealed to Level Five within 10 days of the last meeting.

K. Level Five (Board Closed Session) The Board of Trustees of the District will meet to conduct a Board Closed Session Grievance Hearing to review any Association appeal of the Superintendent's decision (Level Three), based upon a written request from the Association and after the completion of Mediation (Level Four). After hearing and considering written and/or oral presentation from the Association and district staff, the Board will make a decision regarding the grievance. The Board's written decision shall be transmitted to the grievant and/or Association representative within 10 days.

L. Level Six (Binding Arbitration) Only the Exclusive Representative may process an appeal to this level. Written submission must be forwarded to the California State Conciliation Service. The arbitrator shall be selected by a mutual agreement of the parties. A hearing will be conducted under the rules of the American Arbitration Association. The following provisions shall apply:

- 1) Procedural objections to arbitrability will be resolved by the arbitrator prior to a hearing on the merits.
- 2) The arbitrator shall have authority to hear and rule only the precise issue(s) submitted by the parties.
- 3) Where the grievance alleges that a discretionary action by the District has violated the Agreement, the arbitrator shall have the binding authority to determine the specific relief/remedy for the grievance.

- 4) The parties agree to share equally the costs and fees of the arbitrator. The costs of presenting a case shall be borne by the respective parties.
- 5) The recommendation of the arbitrator shall be submitted to both parties. The decision will be binding on both parties.

M. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlements, shall be filed separately from the personnel file of the grievant or any participant.

## **ARTICLE 8**

### **EVALUATION PROCEDURE**

A. It is understood by the Association and the District that the primary objective in the evaluation of unit members is to provide assistance to unit members in the improvement of their professional skills. The evaluation procedures herein described shall be carried out with the intent of meeting that objective.

B. The District shall evaluate and assess certificated employees competency as it reasonably to:

- 1) The instructional techniques and strategies used by the employee.
- 2) The employees adherence to curricular objectives.
- 3) The employees individual performance objectives.
- 4) The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibility.
- 5) The job description for the position.
- 6) The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board.
- 7) Any other areas prescribed by current law.

C. All teachers are either "on or off cycle" (on cycle is defined as a teacher who is being evaluated during the current school year, off cycle are teachers who are not being formally evaluated during the current school year.) For probationary teachers evaluations occur twice a year until permanency; permanent employees occur every other year.

1. On cycle employees who are in good standing and permanent status, with 2 or more satisfactory evaluations after their permanent status have the following options for evaluations (all other employees shall follow the formal evaluation process):
  - a. Formal evaluation process by his/her site supervisor,

- b. Peer Review (Two members, in satisfactory standing, select and review each other, on their own time, observe, review and provide evidence to be presented to the site supervisor for jointly written evaluation).
- c. Self Evaluation/Portfolio (Teacher provides lesson plan, student work, video of lesson connected to the identified teacher goals). Teacher and administrator discuss documentation, observation (if needed) and summary evaluation is jointly completed by the administrator and teacher.

D. Evaluators, designated by principals or administrative supervisors, notify teachers that they are on or off cycle for a Teacher Performance Evaluation that year prior to October 1st.

- 1) Teachers identified as off cycle will be required to complete the Professional Growth Form. A designated evaluator could be principal, assistant principal or any other qualified, credentialed administrator. Designated evaluators work at the direction of the principal or the superintendent and are solely responsible to them.
- 2) Principals or administrative supervisors may put teachers on a 5 year evaluation cycle if they meet the following criteria (Professional Growth Form will still be completed on an annual basis):
  - a) Teachers have been within District 7 or more years.
  - b) Teacher has positive evaluation, (no overall standards less than 3, ½ of the overall standards 4's/5's in most recent evaluation.)
  - c) Teacher is fully credentialed in his/her assigned area.
  - d) Teacher has requested the 5 year cycle through providing a written request with rationale for approval of the cycle.

(NOTE: A 5 year cycle is solely decided by the principal or administrator and can be revoked. Teachers will be given notification prior to October 1 if the 5 year cycle has been revoked.)

E. The unit member and evaluator will attempt to mutually agree on Evaluation Professional Growth Goals for the school year prior to November 1. Certificated members and their evaluators will attempt to mutually agree on professional growth goals and objectives for the school year. If the parties are unable to reach agreement, individual growth goal(s) will be listed on the District goals for with a notation "Teacher Goal" and "Site/Department/Grade Level Goal". Certificated members must select one or more professional goals that will assist them in achieving individual performance objectives. (Note: CSTP 6 is not included in the goal selection). The goal(s) is intended to focus on professional growth in selected standards. Certificated members will be evaluated on all six CSTP in their Summation of Performance.

- 1) The evaluator and the employee shall sign a document indicating that they have reviewed and discussed the established goals, the job description, standards for pupil achievement, special written objectives or requirements, and the performance evaluation for and guidelines.
- 2) In the event that mitigating circumstances arise which require a redefinition of goals and objectives, the evaluator and unit member shall meet and discuss the circumstances. If mutual agreement is not achieved, the provisions of Paragraph B of this Article will apply.

F. Probationary unit members shall be evaluated at least twice each year, the first evaluation occurring not later than December 15 and the second not later than 60 calendar days prior to the end of the school year. Permanent teachers shall be evaluated at least once every two years, not later than 30 calendar days prior to the end of the school year.

G. Each evaluation Summation of Performance shall include at least one classroom observation lasting not less than 30 minutes, or one complete lesson, whichever is longer, to be conducted at a mutually agreed upon time. Additional observations may be made at any time by any management employee. Any classroom observation which is included as part of this evaluation process, shall be followed by a conference between the unit member and the observer and a written report of the observation following the conference. Upon request of either party a post observation conference shall be held within 10 days of the observation.

H. Preparation of the written evaluations summation of performance shall be followed by a conference at which time the evaluation will be discussed. It is the intention of both parties that the information contained in the written evaluation be discussed and with and/or put in writing to the unit member prior to inclusion in the written evaluation. It is also the intention of both parties that unit members be notified as soon as possible regarding concerns about their performance. A copy of the final written evaluation document shall be provided to the unit member, who shall sign and date the original copy. The unit member may attach a written response to the original document within 10 days, to provide an opportunity to have it considered prior to placement in the personnel file. Following placement of the evaluation in the personnel file of the employee may attach a rebuttal at a later time. Both documents will become part of the personnel file.

I. Unit members who have been notified that they may receive a rating of overall unsatisfactory will receive written notice of specific areas of concern. The purpose of this notice is to provide suggestions, help, feedback, and resources to assist the unit member receiving the notification. At the earliest sign of concern, the evaluator shall give the bargaining unit member written notice if the evaluator determines the bargaining unit member is in jeopardy of receiving an overall unsatisfactory evaluation. In addition, the evaluator shall provide the bargaining unit members with a written notice (in addition to the lesson observation) to provide suggestions, feedback and resources to assist the bargaining unit members (Continuum of Teaching Practices Support Plan). The evaluator shall contact the Human Resources Department. The Human Resources Department shall notify the Association of the bargaining unit member that is in jeopardy of an unsatisfactory evaluation.

J. Overall Unsatisfactory Rating Peer Assistance and Review and Appeal [from August 22, 2011 MOU]

- 1) Employees receiving an overall unsatisfactory rating may elect to participate in the Peer Assistance and Review Program to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. When the unit member receives an overall unsatisfactory rating, the evaluator will indicate in writing: specific areas) where improvement is needed, suggestions for improvement, additional resources that will be made available to assist with improvement (if applicable), techniques for measurement of improvement, and time schedule for monitoring progress. The evaluation form will include an overall rating to indicate satisfactory or unsatisfactory performance, including multiple observations from the Supervisor. The unit member will also have the option of requesting to be observed by another qualified supervisor during the assistance plan period. If an unsatisfactory rating is indicated, an assistance plan will be written and in place for a school year.
- 2) For appeal of an overall unsatisfactory rating the process of non-binding/advisory mediation will be used.

K. Evaluations shall be based on observation and knowledge gained through appropriate investigation, and not upon unsubstantiated charges. In addition, no evaluation shall be based upon derogatory materials in the employee's personnel file unless the employee has been previously given prior notice and the opportunity to review, comment upon, and submit a written response for attachment. If the employee disagrees with the performance evaluation, they have the right to submit a written response and have the comments attached. If it is determined that it is necessary for further evaluation based upon an assistance plan, after the on-cycle year evaluation, observations and evaluation will be implemented and monitored through the next year based on the assistance plan. Department Chairpersons and Instructional Coordinators may be assigned to participate in assistance plans, at the request of the unit member.

L. The performance evaluation should generally be a positive experience for both the employee and evaluator. The strong points of the employee's performance should be identified so that appropriate acknowledgment is made where warranted and assistance can be provided when needed. Typically, areas where improvement is needed should be identified and discussed with the employee prior to the evaluation. The performance evaluation should be a summation of the employee's total performance.

M. No formal observations or evaluations will be conducted with summer school teachers and/or adult school teachers. However, informal observations may be conducted at any time, and the District reserves the right to record and file disciplinary memorandums in personnel records. Summer school teachers are employed at the will of the District and may be released by the District at will. Adult school teachers may be released at the discretion of the District after two informal unsatisfactory evaluations. Informal evaluations consist of a teacher-administrator meeting in which the teacher is notified that a specific job duty is not being performed at a satisfactory level. If the teacher fails to improve their performance to the District's satisfaction, a second meeting will be held to inform the teacher of termination.

N. No formal observations or evaluations will be conducted with unit members receiving extra-duty stipends except for those listed in paragraph L below. However, informal observations may be conducted at any time, and the District reserves the right to record and file disciplinary memorandums in personnel records. Unit members receiving extra-duty stipends, except for department chairpersons, are employed at the will of the district and may be released by the District at will. Department chairpersons may only be released due to the completion of their elected term or through the procedure in Article 3.

O. For staff members receiving extra-duty stipends serving extra duty in the areas of Activities Director, Athletic Director, Project Director, Yearbook, Drama, Instrumental Music, Vocal Music, Agriculture/FPS, Librarian, Journalism, District Resource Teacher, and Department Chairpersons, the performance evaluation shall also address the fulfillment of the job description requirements for that extra-duty assignment.

P. The District shall determine the forms used for evaluation and assessment of the job performance of each employee. Changes in the forms used for evaluation may be made at the discretion of the District, after consultation with the Exclusive Representative.

Q. Grievances may be filed only over claims that the specific procedures of the Article have been violated. The contents of an evaluation are not subject to grievance procedure.

- 1) Personnel Files. Unit member's personnel files shall be maintained in the District Office and shall be kept in confidence.
- 2) Unit members shall have the right to examine the contents of their personnel files, with the exception of confidential letters of recommendation obtained prior to a unit member's employment.
- 3) With prior written and signed authorization, an Association representative may examine a unit member's personnel file.
- 4) Information of a derogatory nature, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. The unit member shall have the right to attach to any derogatory statement or his/her own comments, provided the comments are submitted to the District within 10 days.
- 5) The right to inspect such materials shall be honored upon appointment.

R. Public Complaints. Any written complaint from a member of the community concerning the employment performance of a unit member shall be reported to the unit member.

- 1) The unit member may arrange a conference with the complainant to discuss the nature of the complaint.
- 2) The District agrees that no action will be taken on a complaint against a unit member, unless the complaint is in writing and signed by the complainant.
- 3) The validity of the complaint shall be determined by the school site administration after providing the unit member due process. If found untrue, the written complaint shall be destroyed.
- 4) Prior to placing any written complaint in the personnel file, the unit member shall be given a copy of the document with the right to comment in writing and have such comments attached to and filed with the material in the personnel file.
- 5) Complaints concerning unit members will be processed in accordance with District Policy and Regulation regarding public complaints.

S. Progressive Discipline. Except for the provision of ED Code 44932, 44933, 44939, 44940 and 44942, no unit member shall be disciplined absent just cause and according to the principles of progressive discipline. The exception of progressive discipline is when the employee, for example, engages in gross insubordination, or threatening employees. The District/Supervisor may skip steps in the progressive process when administration submits, in writing rationale for discipline and conferences with the unit representative and Human Resource Officer prior to administering discipline. The District will administer the following progressive discipline steps for employee discipline. Written copies will be provided to employee and the Chief Human Resource Officer will be contacted prior to any discipline being administered:

Step 1: Written Summation of verbal/conference with employee  
Does not go into the personnel file

Step 2: Formal written letter of summation of incident, gives directives to correct behavior  
Does not go into personnel file

Step 3: Written letter of warning/concern with specific directives to correct behavior  
Copy does go into personnel file

Step 4: Formal written letter of reprimand with specific directives  
Copy does go into personnel file

Step 5: Initiated by Chief Human Resource Officer

Specific charges following appropriate California Education Codes which may result in a 45 day notice for Unprofessional Conduct or a 90 day notice of Unsatisfactory Performance, or combination thereof. May result in a suspension without pay as outlined in specific written charges.

## **ARTICLE 9**

### **TRANSFERS AND VACANT POSITIONS**

[Pursuant to the May 9, 2013 Tentative Agreement, the District and the Association agree to maintain the status quo.]

A. An employee may make a request to fill a vacant position (any unit position to which a unit member is not assigned) in the District. The District shall determine whether a vacant position exists and when any vacant position shall be filled. This request shall be made on a standard form ("Intent to Return" form) and filed with the District Office. An employee requesting to be transferred (a change in school site).

B. All decisions to fill vacant positions shall be considered on the following criteria:

- 1) The education-related needs of the District.
- 2) The employee's credentials to perform the required services.
- 3) The employee's qualifications by training and/or experience.
- 4) State or Federal statutes, agency regulation, or court mandates.

C. An employee who did not request a transfer to fill a vacant position may be involuntarily transferred by the district. Employees who are involuntarily transferred or assigned shall be given priority consideration for subsequent vacancies over other applicants seeking voluntary transfers. In either case, the following criteria shall apply:

- 1) The educational-related needs of the District.
- 2) The employee's credential to perform the required services.
- 3) The employee's qualifications by training and/or experience.

- 4) State or Federal Statutes, agency regulation, or court mandates.
- 5) The employee's length of services to the District.
- 6) When programs are reduced or cancelled.

D. An employee selected to fill a vacant position which the employee did not request may, within 5 days of the decision, appeal to the Superintendent or designee who shall review the matter and make a final decision. Should there be more than one vacant position for which the employee meets the criteria, the employee may indicate a preference for placement.

E. If an employee who requested to fill a vacant position is not selected, upon written request the employee shall be granted a conference, which may, at the employee's discretion, include a PRPE Representative. Upon written request, the specific reasons for the denial will be provided by the District in writing.

F. No employee shall suffer loss of compensation, seniority or fringe benefits as a result of an involuntary transfer. This provision shall be construed or interpreted to maintain or guarantee the continuance of any extra-duty assignment or special differential pay presently granted to any employee.

G. When vacancy occurs, notices of vacant positions shall be posted on the teacher staff room bulletin board at each site, sent "broadcast all" (bargaining unit member) via Email, posted on the District website, and posted in the District Office for a minimum of 5 days. All notices shall include the position description and location (when known), grade level or subject matter assignment and credential requirements. Copies of all such notices shall be furnished to PRPE at posting. During the first 3 weeks of the school year, the minimum posting period may be reduced to 2 school days at the discretion of the District and with written notice to PRPE.

H. During the spring, winter and summer vacations, notices will be posted in the District Office, as a "broadcast all" (bargaining unit members) Email, and on the District website.

I. Employees returning from unpaid leaves that exceed one school year shall be notified of vacancies in areas which they specify and for which they are qualified. Except as otherwise provided by law the District shall complete involuntary transfers first and voluntary requests second before placing employees returning from unpaid leaves that exceed one school year. Employees returning from a paid leave or from an unpaid leave of less than one year shall continue in the assignment held when the employee went on leave. All involuntary transfers, voluntary requests and placement of teachers returning from leave shall be made before any external hires are made, unless the subject area that has an opening has a shortage of appropriate credential holders.

J. The department chairperson/instructional coordinator shall be invited to attend the screening/interview process to fill a vacant position in his/her department.

K. Employees required to change schools due to an involuntary or voluntary transfer, or reassignment that requires a classroom change for any reason will be approved for two days sub pay or if it is necessary to change schools or classrooms while students are in session, two days paid release time

will be approved. The affected employee will receive two days of substitute coverage to facilitate the move, with district approval.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

A. Sick Leave. Each full-time regular employee shall be entitled to one day of sick leave for each month of employment. Unit members who work less than full time shall receive prorated sick leave.

- 1) Sick leave may be used for accident, illness, quarantine or to keep medical appointments which cannot be scheduled after work hours, or to care for an ill parent or member of the household.
- 2) Unused sick leave shall accrue from school year to school year.
- 3) The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year as soon as possible after the beginning of the school year.
- 4) Employees must contact the District not later than 7:15 a.m. in the event of an accident and/or other extenuating circumstances, the District will be notified as soon as possible.
- 5) Sick leave shall be taken in one-half day increments.
- 6) Upon return from sick leave, unit members must complete the appropriate District form.
- 7) Accumulated sick leave shall be available by an employee on the first workday of each school year.

B. Employees may use up to seven days of accumulated sick leave in case of personal necessity. Such leave may be used at the discretion of the employee, provided that the leave shall not be used for matters of personal gain, recreational business, or extension of a holiday (the exception to the extension of a holiday is a personal emergency or a significant event that the individual could not schedule at another time). The District would have the option to allow a maximum of three additional days personal necessity days on a case-by-case basis.

C. Employees shall request permission to take personal necessity leave on a District form at least 3 workdays in advance of the day on which the employee intends to take the leave, and no justifications shall be asked or required. If the 3 day advance notice cannot be given, then justification is required. The use of personal necessity leave is prohibited during strikes, work stoppages, slowdowns, sick-outs, or any other concerted activity which in any way disrupts or otherwise interrupts the educational program of the district.

D. In addition to personal necessity, employees may use 2 sick days a year as a “No Tell” day. “No Tell” days may not be used on professional development days and are prohibited during strikes, work stoppages, slowdowns, sick-outs, or any other concerted activity which in any way disrupts or otherwise interrupts the educational program of the district. Employees are asked to submit “No Tell” days at minimum 3 days in advance, and they cannot be used to extend a holiday or scheduled break.

E. Bereavement Leave. Every employee shall be entitled to five days paid non cumulative leave of absence in the event of the death of any member of the employee's immediate family.

- 1) This leave shall not be deducted from sick leave.
- 2) Bereavement leave which exceeds 5 days will be designated as personal necessity leave, if available, and/or designated as unpaid leave with Superintendent approval.
- 3) For the purposes of bereavement immediate family shall be defined as: mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, foster child, sister-in-law, stepbrother or stepsister of the employee or any person living in the immediate household of the employee.
- 4) The Superintendent or designee shall have the discretion to grant a full or partial bereavement leave on a non-precedential basis to an employee for the death of a person other than a member of the employee's immediate family.

F. Child Birth/Adoption/Parental Leave. Each employee shall be entitled to a leave of absence for the period of time required to be absent for reasons of pregnancy, childbirth, adoption/baby bonding or conditions related thereof as outlined below.

1. For pregnancy: The female employee shall be entitled to use accumulated sick leave on the same basis provided for any other illness or injury.
2. For pregnancy: The period of leave, including the date upon which the leave shall begin and end, shall be determined by the female employee and her doctor. A statement from the female employee's doctor as to the beginning and ending dates of such leave shall be filed with the Superintendent.
3. The date of the female employee's return to service shall be based on her doctor's analysis, a written statement from the employee's physician of the employee's physical ability to render service and the absence of physical disability.
4. Eligible employees are entitled to 12 weeks of parental leave to bond with a newborn, adopted, or foster child within one year after the child's date of birth or placement. Employees will receive differential pay or 50% of their regular salary, whichever is greater. They are required to exhaust their fully paid sick leave before receiving differential pay. Under the FMLA, if both spouses and/or parents work for the same employer, they are limited to a combined total of 12 weeks for child bonding.

G. Job-Sharing Leaves of Absence. Permanent (tenure) unit members who have satisfactory evaluations may apply to the Board of Trustees of the District no later than March 1 of the preceding school year for consideration of a job-sharing leave of absence under the following conditions:

- 1) Each member of a team submitting a job-sharing leave request must meet all the credential and job descriptions requirements for the requested position. Further, the District must be able to employ a suitable replacement in the position being left vacant.
- 2) The job-sharing leave request must include a work schedule that is educationally sound as determined by the District.
- 3) The job-sharing leave request must not cause the District to expend additional funds.
- 4) The leave for a job-sharing assignment, as well as any request for renewal of a job-sharing assignment, is subject to annual approval by the Board of Trustees of the District. Requests for renewal must be submitted no later than March 1.
- 5) The District's health and welfare contribution shall be shared equally (or in a percentage that matches the work year of each member) by the job sharing team. Any member contributions that are necessary to maintain coverage must be received by the District in a timely manner.
- 6) Step advancement on the salary schedule shall occur every other year for each team member as defined for part-time employees (Article 3, Salary B.9 a-b)
- 7) The recommendation of the teachers' principal(s) must accompany the initial and subsequent renewal of job-sharing leave requests to the Board of Trustees of the District.
- 8) The District may apply any reasonable limit on the number of job-sharing assignments it deems necessary.
- 9) In the event that one member of the job-sharing team is unable to complete the work term as specified and approved in the job sharing leave request, the remaining members shall assume the full time position for the remainder of the school year.
- 10) Both members of a job-sharing team will attend Open House and Back-to-School nights unless extenuating circumstances, as determined by the District, prevent the fulfillment of these responsibilities. Both members will attend individual parent conferences at the request of either the principal or the parents. Both members will attend a special staff meeting, or conference with immediate supervisors as determined by the immediate supervisor. Members of the job-sharing team shall be responsible for attending all teacher workdays, including days when students are not present, in a ratio equivalent to the time included in the job-sharing student-free staff development days, will be determined by the District after consultation with the members of the job-sharing team and the appropriate supervisor. The assignment of workdays shall be made prior to the first teacher workday for the school year.
- 11) Under extenuating circumstances, the District will consider job-sharing requests after the March 1 deadline referred to in this Article.
- 12) The exercise of discretion within the terms of this Article is not subject to the grievance procedures of this agreement.

H. Unpaid Leaves of Absence. The District may grant a leave of absence without pay to any unit member for any mutually agreeable reason for a period of up to two calendar years, except for job-sharing leaves as provided in Paragraph One of this Article, which may be continued beyond two calendar years with the consent of the unit member involved, their principal(s) and the Board of Trustees of the District. The reasons for unpaid leaves may include legislative leave, opportunity to gain additional related experience, military leave, etc. Requests for such leave must be made at least 30 calendar days prior to the intended commencement of the leave, unless extenuating circumstances preclude such advance request.

I. Verification of Ability to Return to Work. An employee absent due to accident or illness of a serious nature or prolonged period of time or on a workers' compensation leave may be required to provide a physician's written verification of ability to return to work and render regular employment service to the District prior to returning to work.

J. Provisions for Fringe Benefits. Employees on paid leave of absence shall have all of their fringe benefits paid for them throughout the duration of the leave of absence.

K. As long as the practice is allowed by the insurance company, employees on unpaid leave of absence may continue their fringe benefit program by paying to the District the amount of money equal to the premiums of the various fringe benefits.

L. Return from Leave. Upon returning from disability - pregnancy, extended illness, industrial accidents, or other long-term leave in excess of 3 school months, an effort shall be made to reinstate the employee to the position held at the time the leave was granted or to as nearly identical a position as possible. If it is determined by the Superintendent that in order to meet the education-related needs of the District, it is necessary to place the returning employee in a different position, such placement shall be made.

M. Union Leave. The District will approve up to 30 days of leave per year for the PRPE president or designee, limited to no more than 5 days per person, subject to the following:

- 1) PRPE president or designee may use 1 day per month for union business (paid for by the District), to a maximum of 10 days. The cost of the substitute is paid by PRPE for the remainder of the 30 days.
- 2) The request is submitted at least 3 days prior to the date requested.
- 3) Availability of substitute teachers after the substitute requirements for illness, staff development, school improvement planning and conferences have been met.
- 4) These days are not cumulative in succeeding years.
- 5) The PRPE President, or designee, is not to conduct union business at school sites during instructional or preparation time.
- 6) These 10 days may only be utilized in connection with union business and may not be used for engaging in any concerted activity.

- 7) Exceptions to these provisions may be made by the Superintendent or designee on a case-by-case basis.

N. Industrial Accident and Illness Leave. An employee shall be entitled to industrial accident or illness leave in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

- 1) The term “industrial accident and illness” as used herein shall have the same usage as in California Education Code Section 44984.
- 2) These industrial accident benefits may not be accumulated from one fiscal year to another.
- 3) Such benefits shall be in addition to other sick leave benefits provided by the District and shall become effective after the employee has been employed for 6 months.
- 4) When entitlement to this leave has been exhausted, other sick leave shall be utilized.
- 5) Employees will report all job-related injuries and illnesses to the district within 24 hours of the occurrence, regardless of whether or not medical attention is required or whether or not time is lost from work.
- 6) In the event the employee’s injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
- 7) The District’s report of an industrial accident or illness shall be kept on file in the District office.
- 8) During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received due to industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee’s salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 9) Employees shall provide the District with a physician’s release to return to service prior to return from any use of industrial accident or illness leave.

O. General. When no other leaves are provided for by this Agreement, an employee may apply for leave on any terms mutually acceptable to the employee and to the District.

- 1) The leave may be either in paid or unpaid status at the discretion of the District.
- 2) For all leaves which are granted at the discretion of the Employer, except leaves of less than 5 days duration, the Employer shall specify in writing both the beginning and ending dates of said leave.
- 3) Unpaid general leaves shall not exceed two school years duration.

- 4) Unpaid education leaves shall normally not exceed two school years duration; however, the District reserves the right to extend education leaves 1 additional school year in extenuating circumstances.

P. Status of Leave Provisions. This Article shall be considered to be the policy of the Board of Trustees, and these provisions are expressions of policy on leaves of any duration for any accident or illness or other reason. No employee may utilize or receive any leave of absence when an employee or employees engage in any concerted activity which interrupts the operation of the District.

Q. 9-12 Paid Professional Study Leave. Paid professional study leave is considered a discretionary leave for 9-12 teachers, which may be granted on a case-by-case basis, subject to Board approval. Paid professional leave may be granted to provide opportunities for study and/or research. It is understood that paid professional leave is granted to provide an opportunity to prepare for improved services in a credentialed assignment and/or current primary assignment, or a teaching field in which the District has need for more trained certificated personnel (i.e. special education, non-proficient and limited English instruction, etc.) paid professional leaves can be either educational travel and/or professional study/research.

- 1) Educational travel requests for leave will be considered only if the proposed travel relates in a clearly demonstrable manner to the credentialed assignment or the subjects currently taught by the applicant, and can be clearly demonstrated to make an outstanding contribution in the applicant's service in his or her current primary assignment, or teaching field in which the District has need for more trained certificated personnel (i.e. special education, non-proficient and limited English instruction, etc.)
- 2) Professional Study/Research requests will be considered only if the proposed program of study: relates to the credentialed assignment of the applicant and/or the subject area taught by the applicant, or a teaching field in which the District has need for more trained certificated personnel, and makes an outstanding improvement of higher learning in the classification of a full-time student at a college or university, based on the professional improvement of the employee which will ultimately contribute to the benefit of the students of the District. The units attempted must meet university criteria for a full-time student. Where appropriate undergraduate courses are taken as part of graduate work, such courses shall apply. A deviation from the approved program that would involve additional lower division courses are subject to special review prior to taking the courses. If they are not submitted for approval prior to being taken, they are automatically disapproved. The applicant for such leave shall submit a program of study delineating the number of units and the level of courses.
  - a) Method of Payment. Paid professional study leave will be offered for a semester or university semester period of time and the leave salary will then be one-fourth regular compensation. The employee shall furnish a suitable bond indemnifying the District against the loss in the event the employee fails to render at least two years of service to the District following return from paid professional leave. If the employee furnishes a suitable bond he or she shall be paid while on paid professional leave in the same manner as if he or she were teaching in the District, including fringe benefits. Salary will be one-half regular compensation. The bond must be obtained and presented to the District 10 days prior to the effective date of the paid professional leave or the leave is automatically terminated.

- b) Number of Employees. The District may provide a maximum of one semester of paid professional study leave in a school year. If no one utilizes a paid professional leave in a school year, two paid professional leaves may be allowed in the following school year (assuming all paid professional leave requirements are met by both candidates). In no case will this additional unused paid professional leave be carried over for more than 1 year.
- c) Accident or Illness. If an accident or serious illness occurs during a paid leave, thus interrupting the program of study or travel, the absence shall be considered as an absence due to illness, provided the Superintendent has been promptly notified of such accident or illness. Notification shall be made by registers, letter, mailed within 10 days of the accident or awareness of the illness. A medical report, by a practicing physician acceptable to the District, must be filed with the Superintendent with, or immediately following, the notification of an accident or illness. The District reserves the right to request additional information before classifying the accident or illness as coming under the terms of the District's absence due to illness policy.

I) Return to Position. Any employee, upon return to the District following a leave, will resume his or her position at the location and with the assignment held during the school year prior to his or her paid leave, unless that position and assignment does not exist because of student enrollment. In any event, the employee shall remain for at least 2 years in a bargaining unit position.

II) Paid Professional Leave Report. Each employee who has been on a paid professional leave shall file a written report with the Superintendent no later than 30 days after returning to active duty. Such a report shall contain detailed data as to the professional value of the experience gained while on leave, the manner in which such experience and knowledge gained may be used for the benefit of the students or school, and any other data necessary for a report satisfactory to the District. A copy will be provided to the Exclusive Representative President. In addition to the final report, the District may require quarterly progress reports.

III) Additional Compensation. Employment undertaken by the employee while on paid professional leave, if unrelated and non-harmful to the purposes of the paid professional leave as granted by the District, shall not be deducted from the employee's paid professional leave compensation if such employment is approved by the District.

IV) Election Process for Applications for Paid Professional Study Leave. Applications for paid professional leave shall be screened by a committee of two certificated faculty members selected by the association, a site administrator, and a district administrator. The selection committee shall study each application and judge its merit according to the following rubric:

- 1) First date of paid service and total years of paid service
- 2) Thoroughness and completeness of the proposal in relation to the established contract criteria
- 3) Demonstrable benefit to students
- 4) Demonstrable benefit to staff
- 5) Demonstrable benefit to the District

- 6) Overall, the proposal makes an outstanding contribution in the applicant's current assignment or will ultimately contribute to the educational needs/goals of the District.

In scoring the applications each of the 6 categories will be ranked on a 1-10 scale (10 highest ranking) by each committee member with a total score derived by averaging the scores of the 5 categories. The committee members will then average their collective scores for each of the applications to derive a total overall average score. The final ranking of the applications will be established by ranking the applications highest to lowest by their total overall average score. The applications with the highest total overall average score will be forwarded to the Board of Trustees of the District for final consideration and approval.

V) Amount of Compensation. Any employee on paid professional leave who has compiled with the provisions under which such leave was granted shall receive as compensation one-half of the salary he or she would have received, according to the District's salary schedule in force, had he or she not interrupted the teacher's progress on the salary schedule.

VI) District Liability. The Paso Robles Joint Unified School District shall not be held liable for the payment of any compensation or damage arising from injury or death of any employee on paid professional leave.

R. Catastrophic Leave. All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. The annual rate of contribution by each participant for each school year shall be 1 day of the current sick leave/personal necessity leave. Contributions shall be made between July 1 and October 1 of each school year. New hires and temporary teachers offered employment will be permitted to contribute within 30 days of beginning work. There will be no subsequent open enrollment period.

- 1) An additional day of contribution will be required of participants if the number of days in the Bank falls below 30. No more than 2 days per year can be required for continuing participation in the plan. At member's discretion, more days can be contributed if they so wish.
- 2) Catastrophic Leave Bank participants who are drawing from the bank at the time of the annual assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the annual assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.
- 3) Participants enrolling in the Bank for the first time and those returning from leave, shall be required to contribute 1 day of sick leave/personal necessity leave to the Bank.
- 4) Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 5) Days shall be contributed to the Bank and withdrawn without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 6) The Catastrophic Leave Bank shall be administered by a 3 member Catastrophic Leave Bank Committee appointed by the President of the Association and a representative from the District.

- 7) Enrollment, on the appropriate form, will serve as the participant's authorization form annual sick/personal necessity leave contributions and will continue from year to year until cancelled by the participant.
- 8) Cancellation, on the proper form, may be affected at any time and the participant will not be eligible to draw from the Bank as of the effective date of cancellation. Sick/personal necessity leave previously authorized for the contribution to the Bank will not be returned if the participant effects cancellation.
- 9) If the number of days in the Bank at the beginning of a school year exceeds 1,000, no contribution shall be required of returning participants. Those participants joining the Catastrophic Leave Bank for the first time and those returning from leave, shall be required to contribute 1 day to the Bank.
- 10) Administration of the Catastrophic Leave Bank. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and to the District.
  - a) The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
  - b) Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within 10 days of receipt of the application.
  - c) The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
  - d) By October 15, of each school year, the District shall notify the committee of the following:
    - 1) The total number of accumulated days in the Bank on June 30 of the previous year
    - 2) The number of days contributed by participants for the current year
    - 3) The names of participants
    - 4) The total number of days available in the Bank
  - e) By the tenth day of each calendar month in which there is activity in the preceding month, the District shall notify the committee of the following:

- 1) The names of any additional participants who have joined in accordance with Section Q. 11.2
  - 2) The names of any participants who have cancelled participation in accordance with Section III
  - 3) The total number of days in the Bank at the beginning of the previous month
  - 4) The total number of days in the Bank by new participants
  - 5) The total number of days awarded during the previous month and to who they were awarded
- f) Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately reconciled.
- g) If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current participants of the Bank proportionately.

11) Withdrawal from the Bank. Catastrophic Leave Bank participants whose accumulated sick leave is exhausted due to personal care for an immediate family member, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the participant or an immediate family member for over 9 consecutive duty days which requires the participant to take time off work to care for that family member.

If a reoccurrence or a second illness or injury incapacitates a member of the participant's family within 12 months, it shall be deemed catastrophic after 5 consecutive duty days. Withdrawals for any single illness shall not exceed 185 total days. When a participant is ill or has exhausted his/her accumulated sick leave, a differential pay period of 5 calendar months begins, at that point in time an eligible participant may begin Catastrophic Leave Bank withdrawals.

- a) When a participant has exhausted his/her personal necessity leave in any one year, and has a family member who is ill or incapacitated, the participant is eligible to withdraw from the Catastrophic Leave Bank. Said participant agrees to reimburse the Catastrophic Leave Bank for any days withdrawn from the Bank with his/her accumulated sick leave. When the participant's sick leave is exhausted, the Catastrophic Leave Bank will cover any unreimbursed days up to 185 days per single illness.
- b) DISCLAIMER. Participants who qualify for income protection will not be eligible to use the Catastrophic Leave Bank for personal illness.
- c) The first 9 duty days of illness or disability must be covered by the participant's own sick leave, differential leave or leave without pay for the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawal within 12 consecutive months, the first 5 duty days of illness must be covered by the participant's own sick leave, differential leave or leave without pay.

- d) If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
- e) Withdrawals from the Catastrophic Leave Bank shall be granted in units of not more than 30 duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of 12 consecutive months.
- f) Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum period of 12 consecutive months.
- g) Leave from the Bank may not be used for illness or disability which qualify the Participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave and his/her own sick leave.
- h) The Bank will be charged for any additional days granted and the participant will be guaranteed an amount equal to their daily rate of pay. The District shall be responsible for paying the difference between the Participants daily rate of pay and Workers' Compensation paid leave benefits.
- i) In the case of a disputed Workers' Compensation claim which is eventually settled in favor of the participant, the District shall reimburse the Bank for the appropriate number of days granted to the participant.
- j) If a participant has drawn 30 Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who is qualified under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section L.
- k) When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability awarded or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician within 20 days will disqualify the participant from further Catastrophic Leave Bank withdrawals. Any requests for additional medical information from STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.
- l) Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within 30 days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within 15 duty days. The Executive Board of the Association shall issue a confidential written decision within 15 duty days of the hearing.

## ARTICLE 11

### SCHOOL CALENDAR/WORK YEAR

Starting with 2004-2006, the work year for certificated unit members assigned to grades K-12 shall be 185 days for returning teachers, including three paid staff development work days. The work year for certificated employees in their first full year of service shall be 190 days. Staff development days will be placed in the calendar by the District. Certificated classroom absences on student instructional days in excess of 7 days for authorized meetings, conferences in-service, etc., will require Principal authorization. Calendar is to include 180 student instructional days, 3 staff development days, and 2 pre-service days.

#### A. Collaboration Time:

- 1) The memorandum of Understanding currently in existence incorporated into this agreement for the 2013-2014 school year. [from the May 9, 2013 Tentative Agreement]

B. If any school day is cancelled, that day shall be made up on the first day following the close of the school, and/or by adding the required number of minutes per day over the remaining school day of the school year, not to exceed thirty minutes in any given day. If any portion of a school day less than a full day is cancelled, it will be made up but only to the extent necessary to comply with required minutes as provided in Education Code Section 46201. The decision of whether or not to extend the year or the school day to make up necessary time will be made by the mutual agreement of the Board of Trustees and the Exclusive Representative, except in the circumstance of business necessity.

C. The school calendar for each school year of this Agreement shall include the following minimums: three orientation days prior to the start of the school year; one minimum day at the end of a mid-year grading period, and one workday at the end of the last grading period in the school year without students present.

D. Unit members shall report to work each year three days prior to the first creditable day of Average Daily Attendance (ADA).

E. Teachers new to the District shall report to work 5 days prior to the return of regular teachers. These 5 days will be used as follows: 3 days will be for Professional Development Activities directed by the District and 2 days will be for classroom preparation and/or beginning of the year activities, subject to the approval of the site administrator.

F. The District and the Exclusive Representative agree to meet and confer to develop a calendar including scheduling of staff development days and the following minimums: a 2 day Thanksgiving recess, a 2 week winter recess (including Christmas), and a 1 week Spring recess; and to schedule holidays for Veteran's Day, Lincoln's Birthday, Washington's Birthday, and any other legal holidays established by law. It is the intent of the parties to adopt a calendar prior to December 1st. Reduction to spring break will reduce the end of the school year by one week starting in 2018-2019 school year.

G. Librarians shall work 195 days. Beginning on the 185th day, librarians shall be compensated at their daily rate of pay. Librarians hired prior to 9/2/69 shall be paid extra duty assignment.

H. The District and site shall make every attempt to avoid scheduling meetings during the 5 days prior to the dates grades are due.

I. Returning full-time agriculture teachers shall be on duty a maximum of 225 days.

J. Counselors may have the work year extended to 200 days.

K. Within 20 days of a decision by the Board of Trustees of the District to implement a Year round School (YRS) calendar, the parties agree to meet and consult over the effects of the calendar, impact of the implementation of YRS on unit members and other changes that might affect the existing terms and conditions of employment related to the decision to implement YRS.

L. Staff Development Days. All staff development days will be scheduled within the 185 work year and eliminate per teacher state staff development reimbursement. There will be at least three 6.5 hour staff development opportunities for certificated staff who complete three 6.5 hour District authorized and documented staff development will receive a staff development participation/completion stipend. Two staff development days will be planned by the District and one will be planned by Site Administrators and Certificated Staff Representatives. For the site staff development day planning there will be a full faculty meeting agenda item.

M. 9-12 Curriculum and Instruction. Common Core curriculum is based on the minimum course of study pacing guide that is part of the textbook materials.

N. The District and PRPE agree that 3 additional paid staff development work days led by the District will be added to the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 work year and to the Certificated Salary Schedule and Speech Therapist Salary Schedule. The work year for certificated unit members represented by PRPE shall be 188 days including 6 paid staff development work days and 2 additional paid teacher work days, except for first year certificated employees whose work year shall be 193 days. Employees will be provided a list of flex days that they may choose from.

## **ARTICLE 12**

### **SAFETY CONDITIONS OF EMPLOYMENT**

A. Employees shall be safety conscious in their conduct and actions and shall cooperate with the District in the implementation of its safety program.

B. Employees shall report any unsafe or unhealthy conditions directly to their supervisor. Reports shall be investigated by the District and measures shall be taken within a reasonable time to afford safe conditions for personnel.

C. An employee shall report any verbal or physical assault to his/her immediate supervisor, who shall report the incident to the proper authorities and the District Office.

- 1) An employee may exercise the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of pupils.

- 2) When the continued presence of a pupil in a class represents a physical danger to a teacher or other pupils, the teacher may request that the principal institute suspension procedures in accordance with District policies and state law.

D. We will continue to create uniform protocols for Positive Behavior Intervention and Support (PBIS) at elementary and secondary as we continue the implementation of PBIS. District agrees that clear discipline procedures and PBIS protocol will be clearly delivered by December 1, 2017.

E. After teachers receive training on confidentiality to protect the student's right and agree in writing, teachers will have the ability to access the district database, including viewing assertive discipline and the ability to document concerns and assist in supporting the student within the Pre-Referral Intervention Tab.

## **ARTICLE 13**

### **CLASS SIZE**

A. [Pursuant to the March 13, 2014 Tentative Agreement] The parties acknowledge that as a condition of receiving the additional funding grant for the TK-3 class size reduction under the Local Control Funding Formula ("LCFF") the District is required to make progress toward maintaining average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation for the LCFF, as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education ("CDE") upon full implementation of the LCFF (currently 2020) as set forth in Education Code section 42238.02 (d) (3) (D). However, effective 2013-2014 and continuing through the 2019-2020 school year, the Parties agree to an "alternative annual average class size enrollment for each school site "within the meaning of Education code section 42238.02 (d)(3)(B). Under this alternative, the District shall make annual progress at each school site toward the goal of 28:1 by full implementation of the LCFF, but the amount of progress at each school site shall be flexible and shall not be tied to the formula set forth in Education Code section 42238.02 (d)(3)(B)(i)-(v) except that the District will begin each school year through the third week of the student instructional year at each site as the target for that school year. If this collectively bargained exception to the K-3 class size reduction under the LCFF is found to be in conflict with Education Code, regulations, or State Audit requirement, the parties agree the class size averages at any school site in grades TK/1-3 shall be 28:1 and the parties agree to immediately reopen negotiations regarding this provision through the 2019-2020 school year.

B. The District shall make reasonable efforts to maintain a District-wide average K-5 pupil:teacher ratio of 30:1 in non-class size reduction classes, exclusive of physical education and music classes. Regular class size will not exceed District practice for 4th and 5th grade, at an average of 31 per grade level District wide. Grades 6-8, at an average of 32 students except in an emergency. When a special education (SDC, SED, SOLH) and/or a transition student (i.e. 1st grade student assigned to Kindergarten) is mainstreamed into a regular class during academic time (Language Arts, Mathematics, Science and Social Science), he or she will be counted to reflect the pupil:teacher ratio in the total class count.

C. Full Day Kindergarten class shall have a ratio of 28:1 with a 6 hour paraeducator.

D. NOTE: 2. For the 2019-20 year, monetary compensation for teachers (\$150 per semester/trimester) will be paid if class size ratios are 2 students over district/school site averages and after all mitigating factors have been explored and not agreed upon. The students must be in attendance more than half of the trimester/semester. There is an overage maximum of \$450.00 per semester regardless of student count.

When an individual classroom is assigned two or more students over the District-wide average, the school site principal will arrange a conference with the affected teacher to attempt to determine a satisfactory solution to the situation. This conference may include the Superintendent or designee. The following possible corrective solutions will be considered by the parties:

- 1) Consider closing the grade level to the enrollment of additional students
- 2) Monetary compensation for teachers (\$150 per semester)
- 3) Reassignment of pupils
- 4) Assignment of additional instructional assistance time
- 5) Provision of additional materials
- 6) Provision of additional teachers
- 7) Provision of additional planning time
- 8) Rescheduling of classes
- 9) Flexible scheduling/grouping arrangements with fellow teachers and/or instructional assistants.
- 10) Grade level meeting to attempt to resolve the problem and develop strategies
- 11) Use of volunteers to assist the classroom teacher
- 12) Assignment of additional clerical assistance
- 13) Additional time for parent-teacher conferences and/or report card preparation. If this solution exists for a period of 3 weeks, an attempt will be made to implement one or more of the corrective solutions discussed as soon as possible

E. In the event no mutually agreeable solution is achieved, the additional class load shall be considered a mitigating factor in the performance evaluation conducted pursuant to Article 8 of this Agreement.

F. The Superintendent will monitor the balance of class size at the school and District level. The superintendent will provide the Exclusive representative President with attendance reports and confer with the Exclusive Representative on possible resolutions to class size issues.

G. K-5 teachers with class sizes in excess of 31 students shall be provided with 1 hour of additional release time at each grading period for each student over 31 students, which shall be scheduled by their principal. The count of students shall be taken 2 weeks prior to each grading period.

H. No more than 10% of the total number of TK-5 teachers as combination classes assigned with a \$3000 annual stipend. No teacher will be required to teach a combination class 2 years in a row. First year teachers new to the profession shall not be assigned a combination class.

I. 6-8 Middle School. The District will make every reasonable effort to maintain a 6-8 pupil:teacher average of 30:1 (for all periods/sections taught), not to exceed a maximum of 32:1, exclusive of music classes and to make every reasonable effort to maintain 7-8 physical education at 42:1 average, not to exceed 39:1. A teacher may waive the District class size average when the class size accommodations are considered with their supervisor as outlined in B.1.(a)-(m) above in this Article an Exclusive Representative may be present when a waiver is considered by the supervisor and teacher, if so requested by the teacher.

J. 9-12 High School. For English, Social Studies, Math and Foreign Language teachers, the District's maximum is 35 students per teacher per class and the total number of students assigned per full-time employee for purposes of subject area instruction (English, Social Studies, Math and Foreign Language) will not exceed 175 per grading period. If the teacher disputes the number of students assigned per class, the teacher may confer with his or her supervisor, who will consider the points made and specify the number of students assigned.

K. Lab courses differ in one fundamental area:

- 1) Students use power equipment, machinery or the type of materials which if used in an unsafe manner may result in a potentially hazardous condition.
- 2) Students do not use such equipment. Based on this criteria, the following differentiation between lab course is made:

Level 1 on a daily basis, students use power equipment, machinery or the type of materials which if used in an unsafe manner may result in a potentially hazardous condition. These courses include Wood, Metal, Ag Science, Shop/Lab Courses, Home Economics and Auto.

Level 2 Not on a daily basis, but on a less frequent basis (weekly or biweekly), students may use power equipment, machinery or the type of material which if used in an unsafe manner may result in a potentially hazardous condition. These courses include the following lab courses: Physics Courses, Chemistry Courses, Anatomy/Physiology, Biology Courses, Bio-Investigations, Ag Physical Science, CTE Visual Media, Ceramics and Stage Craft.

Level 3 Lab course and non-lab course where students infrequently use or do not use power equipment, machinery or the type of materials which if used in an unsafe manner may result in a potentially hazardous condition. These courses include Art Courses, non-shop oriented Ag Science Courses, GEO, Earth/Environmental Science, ESL Science, Business/Computer Courses, Drafting, CTE Child Care and Drama.

- 1) In level 1 and 2 courses, maximum enrollment will not exceed 30:1.

- 2) In Level 3 courses, maximum enrollment will not exceed 35:1, with the following exceptions:  
Keyboarding 40:1, Advance Dance 40:1, Choir and Band open enrollment with auditions/consent of the instructor.

L. The contract class size limits of 35:1 and 30:1, as established in this Article will be achieved during the opening weeks of school, and school staff (teachers, instructional coordinators, counselors, and administration) will make every reasonable effort to meet these standards by the end of the third week.

M. The District will make every reasonable effort to maintain a District wide K-12 class size average of 14 for moderate severe classes. A teacher may waive the District class size average when class size accommodations are considered with their supervisor as outlined in B.1.(a)-(m) in this Article an Exclusive Representative may be present when a waiver is considered by the supervisor and teacher, if so requested by the teacher.

N. The District will make every reasonable effort to maintain 9-12 physical education classes at 42:1 average, excluding Athletic PE.

O. The Independent Study class size is 26 students for every full time teacher.

- 1) The parties to this memorandum agree to raise the Independent Study class size to 27 students for every full-time teacher with the following stipulations:

- a) That the Independent Study class size increase fund the hiring and payment of an appropriately credentialed half-time Math teacher who will teach additional Math classes to students in groups in accordance with the program needs of the Independent Study Program.
- b) The need, composition and scheduling of these classes will be determined by the faculty and the administrators of the Paso Robles Independent Study Center at a faculty meeting.
- c) This agreement will continue as long as the District continues to fund a half-time Math position in Independent Study.

P. The Therapeutic Learning Center (TLC; Selpa Language) or moderate severe class shall contain no more than 14 students.

Q. Special Education classes at 6-12 will have a class max of 21 students and overage per diem, per 6-8 and 9-12 maximums.

R. The District will make reasonable efforts to have equitable classes, balanced IEP needs, at each grade level classroom by the third week of the school year. The District shall have a 6-8 Opportunity Class by 1/28/2018 with clear written criteria developed with each teacher input through the discipline committee.

S. Co-taught classes will have a maximum of 40% IEP students in class. Teachers will receive the overage per diem, per 6-8 and 9-12 maximums.

The Paso Robles Joint Unified School District and the Paso Robles Public Educators agree to memorialize the following Special Education Program modification to align with District Goals; this agreement does not relinquish any management retained rights as outlined in Article 5.

TSIM period will be terminated in 15/16 school year  
TOSA Function (support role for student success)

The secondary special education teacher on special assignment will implement special education programs and supports thought coaching and running effective special education meetings. TOSA will monitor compliance in special education paperwork and files. Facilitate and coordinate with psychologists and program coordinators on staff development. Carry a caseload. Assess students, confirm IEPs, schedule substitutes, communicate with administration, maintain the master calendar of IEPs, manifestation determinations for discipline and workability programs. Job description will be created by Human Resources. Classroom or office for TOSA will be decided by the site administrator.

#### Case Manager Requirement

The case manager will facilitate IEPs, send out invitations, contact other team members, family and outside agencies. Update progress reports, write transition plans, carry a caseload of 28 and all other duties assigned as a special education teacher for PRJUSD.

#### Substitute

A special education substitute will be provided for teachers to conduct IEPs, or other meetings as required by case management duties. TOSA will schedule and supervise the substitute. Substitutes will be housed with TOSA. If a substitute is not utilized by the Speed Department then they can be scheduled for General Ed.

#### Scheduling

Master scheduling of classes will be done by site administration with input from special education teachers regarding LRE. Teachers will be assigned to Co/teaching, curriculum support and specialized classrooms as appropriate.

#### Curriculum

Core curriculum will be used for Co/teaching with appropriate supplemental curriculum as needed for diploma track students. Certificate of Achievement students will receive appropriate alternative core curriculum delivered in specialized settings. The adoption of curriculum will follow district and Board policy.

#### Communication

The TOSA is under the direction of the special education site administrator. Evaluation of this position and oversight of performance will be conducted by the site administrator with assistance from the special education director, lead psychologist and program coordinator.

#### Line of Communication

Case manager--Psychologist--Program Coordinator--Lead Psychologist--Administration (site and director). Director and Site Administration will have final authority at site.

### Monthly IEP PLanning

Each special education teacher will be provided a substitute one day per month to plan, schedule and/or train. This schedule will be developed by the TOSA for both the middle schools and the high schools. Elementary Sped teachers will also be provided substitute one day per month to plan, schedule and/or train.

### Middle School Coverage by TOSA

The TOSA will establish a schedule with the middle schools to provide assistance with initial WJ-4 testing, case consult and plan master IEP calendar. Flamson and Lewis will both be provided a special education substitute to use for IEPs and other related case management duties.

### Stipends

Special education teachers will receive a stipend for duties related to managing and preparing IEPs that require additional hours beyond the 7.5 contracted work day in the amount of \$1500.

### Caseloads

All special education teachers will be required to manage a caseload of 28 students if needed. TOSA will manage 10-15 students as necessary.

### Clerical

Site administration may assign additional clerical support, if it is determined by the program specialist, to assist the TOSA in Sped related clerical tasks.

## **ARTICLE 14**

### **HOURS**

#### K-8 Elementary

A. A unit member's workday shall be 7 hours and 35 minutes. Unit members shall also perform adjunct duties. Adjunct duties shall be assigned by the District and may include duties such as parent conferences, student conferences, meetings and student activities. In requiring teachers to perform adjunct duties, the District will act in a reasonable and fair manner. SDC teachers may substitute the mandated annual IEP for either of the scheduled parent conferences, otherwise held during the designated parent conference weeks.

B. Counselors employed after June 1, 1986 will be assigned as Counselor II. The Counselor II workday shall be 8 hours and 40 minutes, inclusive of a 40 minute lunch period.

C. Unit members may request authorization to leave prior to the end of the regular workday. Granting or denying such requests is not subject to the grievance procedure.

#### D. Full Day Kindergarten

- 1) A full day Kindergarten program will be established at every school site.
- 2) A 6 hour paraeducator will be assigned to each of the kindergarten classrooms.

E. Supervision of kindergarten student recess shall be provided by a certificated teacher (Education Code Sections 46300 and 46117). Classified staff assistance will be provided to the kindergarten classroom program during the recess time.

F. Specialist teachers (music and K-5 PE) will be assigned based upon the 1-3 or 4-5 teachers' schedules, whichever is most beneficial to the District. The District reserves the flexibility to schedule the specialist's comparable recess, lunch and/or preparation times. The schedules as established by the District are not subject to change without subsequent approval of the District.

G. Unit members assigned to K-5 schools will not be assigned student supervision duty for buses, recesses or lunch on a regular basis unless unit members volunteer for designated duty assignment as defined herein. It is the intention of the District to provide all or the majority of supervision during these times at the K-5 level with non-unit members. The District can designate specific duty assignments for K-5 unit member volunteers, who will be compensated at curriculum rate. If there are not enough unit member volunteers, then the District will assign non-unit members. If non-unit members are not available to provide adequate student supervision during these times, unit members may be "on-call" to provide supervision on a temporary basis, and will be paid at the curriculum rate for such duty. Unit members at the 6-8 grade level who are assigned student supervision duty for before school, nutrition break, lunch and after school bus duty will be paid at the curriculum rate.

H. It is the District's intention to provide a minimum of 30 consecutive minutes per day of student-free time within the assigned work day for unit members. 4th and 5th grade teachers will receive their 30 minute student free time is exclusive of lunch and recess. K-5 teachers may use any unassigned time during the day for preparation time. Full-time teachers in grades 6-12 shall have preparation time scheduled on the six-period day.

I. Unit members shall be required to attend no more than 5 school-sponsored evening functions. These shall include Open House, Back-to-School Night and three additional functions to be specified by the unit member's supervisor (4 for 6th grade unit members). Each time a unit member is required by a supervisor to work beyond 4:45 p.m., one of the 3 maximum allowable undesigned evening assignments is satisfied. It is the responsibility of the unit member to request that credit be given for completing one of the three undesigned evening assignments at the time the work is required; otherwise, credit will not be given.

J. Teachers who volunteer to cover a class during their preparation period shall be compensated at curriculum rate.

K. General faculty meetings shall end at or before 4:30 p.m. On Fridays, there shall be no required meeting after 3:20 p.m., except for conferences in which the teacher's presence is required. Except in emergencies, there will be a maximum of two required general faculty meetings each month. Two additional general faculty meetings per month may be held with 48-hour notice. This requirement does not pertain to committees, grade level meetings, department meetings or site council meetings.

L. Unit members shall be entitled to at least a 40-minute duty-free lunch, except in the following circumstances:

- 1) Unit members in grades 6-8 may be assigned at any time during the lunch period to supervision assignment, provided each unit member still receives a 30-minute duty-free lunch period. No

more than one unit member at each school site shall be assigned to lunch period supervision at any one time except as provided below.

- 2) If there is an absence of any noon-duty aide, unit members may be assigned to a noon-duty assignment, provided each unit member still receives a 30-minute duty-free lunch period.
- 3) If there are adverse weather conditions such as rainy days, the duty-free lunch may be reduced to 30 minutes if the student's lunch period is reduced to 30 minutes.
- 4) On minimum days, the duty-free lunch may be reduced to 30 minutes either during or after the student day.

M. There will be no overlap in the student lunch schedule at the Middle School that would cause students to change classes or to go to lunch while student instruction is being conducted. Further, the procedures and the lunch schedule for students will be reviewed whenever necessary.

#### 9-12 High School

N. Workday. The length of the certificated employees workday, including at least a 30-minute duty-free lunch, shall be as follows:

- 1) 8 hours and 20 minutes for counselors and librarians
- 2) 7 hours and 35 minutes for all certificated employees except counselors and librarians
- 3) There shall be a minimum break of 15 minutes during the normal workday. Certificated employees may be required to supervise students during this time.
- 4) Certificated employees shall attend assigned after school duties such as parent and/or student conference, general faculty or departmental meetings, special committee meetings, sponsorship of student activities (e.g. clubs, classes) and supervision directly related thereto, and other duties as assigned by the supervisor.
- 5) Certificated employees shall not be required to check in or sign out at the work site except:
  - a) Certificated employees must sign out if they leave the work site prior to the end of the world day (except at lunch break).
  - b) Upon written notice, following a verbal warning, an individual employee may be required to check in or sign out if the site administrator believes that the employee is abusing the work hours provision and limitations.

O. Preparation Period. Each full-time teacher will receive an average of 275 minutes per week of student free time within the student instructional day. Classroom teachers with four classroom instructional periods and two out-of-class assignments can use parts of those two outside assignments for instructional preparation. When the District determines that additional teaching periods are necessary to balance class size at the high school they will post a notices of available teaching periods. Teachers may volunteer to teach on additional period during the day subject to the following conditions:

- 1) No more than two periods within a subject area
- 2) On a semester by semester basis dependent on the need
- 3) Teachers who volunteer to teach an additional period will be compensated on a prorated basis
- 4) The total number of periods allotted will not exceed 10% of the total number of PRHS teachers, excluding all first-year teachers
- 5) First-year teachers to the District will be excluded from participation in this program
- 6) When three or more periods are necessary in a subject area the District will post half-time or full-time positions appropriate to the need.

P. Adult Education Preparations Time.

- 1) For each day taught in adult school, the teacher will receive 30 minutes of paid preparation time, at the current curriculum rate.
- 2) Up to an additional 5 hours, at curriculum rate.

Q. Full time VAPA/PE/Intervention teachers who travel between school sites within the same day will be provided with a preparation period of an average of 40 minutes per travel day and a travel period of not less than 30 minutes on days they travel.

- 1) VAPA/PE/Intervention teachers are required to attend their home school faculty meetings under this article but will have the flexibility to attend Wednesday collaboration meetings at other schools, subject to principal approval. VAPA/PE teachers shall grade per VAPA/PE Grading policy.
- 2) VAPA/PE/Intervention teachers will be required to only attend 5 outside of the workday extra assignments at their home schools (or at another school only if the total does not exceed 5 extra duty assignments) just as regular TK-8 classroom teachers are contracted to do. Any additional extra duty assignments more than the required will be compensated through a \$500 stipend aligned to the after school athletic stipend requirements.
- 3) TK-3 regular classroom teachers will not be required to stay with their assigned students during their daily VAPA/PE classes except when there are two or more classes present and less than two aides available in dance and PE classes (the District will make every reasonable effort to continue to provide two aids for dance and PE), one teacher from the grade level will be available on a rotational basis. Teachers not at VAPA/PE class will work together collaboratively as a grade level.

R. Any teacher not provided with a written curriculum comparable with publisher produced materials for regular classroom teachers shall be compensated for curriculum development at the District curriculum rate for the hours necessary to write appropriate curriculum. With the administration's prior approval of time and development.

## ARTICLE 15

### PEER ASSISTANCE AND REVIEW PROGRAM

A. The Peer Assistance and Review Program (hereafter referred to as PAR) is established in accordance with the California Education Code 44500, 44662, 44664.

B. The PAR program shall continue from year-to-year unless either the District or the Association give notice to the other party by June 1, of its intention to terminate the program effective for the following school year.

C. The Peer Assistance and Review Panel. The joint Peer Assistance and Review panel shall serve as the governing body of the program. The Panel shall select the consulting teachers and shall determine guidelines consistent with the relevant education code sections, the collective bargaining agreement and Board policy. The Panel shall be responsible for oversight of the PAR budget. The Panel shall review requests for voluntary and involuntary PAR related staff development and approve PAR teacher assistance plan, should continue for an additional year, or would not benefit from further assistance. The panel shall consist of four (4) administrators appointed by the Superintendent, the president or designee of the association and four (4) teachers selected by PRPE. The panel shall review the program guidelines and evaluate program effectiveness annually. The elected certificated members of the panel shall receive a stipend. A quorum of the panel shall consist of seven (7) members with a teacher majority of one. Decisions of the Panel will consist of a simple majority vote for activates for voluntary participants and a two-thirds majority vote for any decisions related to involuntary participants. The Panel Chairperson position will rotate i-annually (teachers/administrator) with the first Chairperson position filled by a teacher.

D. Consulting Teachers. Consulting teachers shall serve two year terms, with a possible one-year extension, after review and approval of the PAR panel. Consulting teachers shall assist designated teachers by observing them in the performance of their teaching duties, preparing observation reports, providing guidance and assistance. (Coach, mentor, tutor, etc.), and after completion of a PAR assistance plan, making reports and recommendations to the PAR panel. A consulting teacher may not be appointed to an administrative position while serving as a consulting teacher and for one full school year after serving as a consulting teacher. Consulting teachers shall receive a stipend. The consulting teacher will be placed on the salary schedule at the appropriate step and column. The consulting teacher will work up to twenty additional days outside of the contractual work year at their daily rate of pay and will receive a 5% stipend for extended daily hours. The PAR budget will pay for the %5 stipend, the additional days, and the actual cost of the replacement teacher. The District will continue to pay the consulting teachers base salary.

## ARTICLE 16

### COMPLETION OF NEGOTIATIONS

A. This Agreement represents complete bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof. Any matter or subject not covered in the Agreement has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. The Exclusive representative understands and agrees that, as to all matters not covered by this Agreement, there shall be no duty on the part of the District to meet and to negotiate further during the term of this Agreement.

B. The specific provisions of this Agreement shall prevail over any District past practice or procedure. Since prior to the ratification of this Agreement any past practice or procedure was discretionary on the part of the District pursuant to Board policy, any past practice or procedure is agreed to continue to be discretionary on the part of the District. When references are informational only and do not subject the provisions of such statutes to the grievance processes of this Agreement. The District is not bound by any past practices, prior understanding or agreements which are not set forth in writing in this Agreement.

C. This Agreement is the total collective bargaining contract between the parties and expresses all agreements regarding negotiated conditions of employment.

D. Continuation of Economic Benefits. Upon expiration of this Agreement or of any interim salary or fringe benefit payment Article, employees who are reemployed for the following school year shall be paid on the existing salary schedule, including columns and step movement where appropriate, until such time as a new Agreement is ratified by the parties or the duty to bargain has been complete. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

E. No Strike. It is agreed and understood that any strikes, work stoppages, "sick-ins", slow downs, picketing in furtherance of any concerted activity, or the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the spirit of this Agreement. The Exclusive Representative agrees that neither it nor its members nor non-affiliated bargaining unit members shall encourage, condone, participate, in, or otherwise support any such strikes, work stoppages, "sick-in," slow-down, picketing or failure and/or refusal to faithfully fully perform assigned job responsibilities and duties.

F. The Exclusive Representative recognizes its duty and obligations under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this Agreement. In the event of any strike, work stoppage or other interference with the operation of the District, the Exclusive Representative agrees that it will publicly disclaim the activity and take such other steps as deemed necessary to cause participating employees to cease their activity.

G. Both the District and the Exclusive Representative shall fully support this Agreement.

H. The District will notify the Exclusive Representative of changes in terms and conditions of Employment as defined in Gov. Code 3543.2 in writing, prior to enactment of the change. The Exclusive Representative must make a written request to bargain the effect of the change within 30 days of the notice, or the right of the Exclusive Representative to meet and negotiate is waived. The District agrees that it will meet and negotiate at a mutually acceptable time following receipt of the written request. The District will meet and negotiate with the Exclusive Representative before changing any practice in the District that has an impact on unit members' terms and conditions of employment.

**ARTICLE 17**

**SEVERABILITY**

A. In the event that any portion of this Agreement is found to be unlawful by a court of final appellate jurisdiction, the rest of the Agreement shall remain in full force and effect. Within 30 days following the decision of the final appellate jurisdiction, the parties will meet to renegotiate the affected portion of the Agreement.

**ARTICLE 18**

**DURATION AND REOPENERS**

A. This Agreement shall remain in full force and effect from July 1, 2019 until midnight June 30, 2020 at which time it shall expire.

B. The district will start a Special Education Task Force team to meet between October 1-December 19, 2019 with a recommendation to consider a FULL CONTINUUM of services at the elementary level, including the discussion and fiscal possibility to add K-2, 3-5 SDCs; additionally the consideration of additional prep period for 6-12 teachers for the purpose of IEP planning, case management and assessment.

C. STIPENDS: Between October 1, 2019-December 19, 2019 we will meet and confer regarding ALL negotiated stipends with our PRPE partners to create a comprehensive adjustment plan.

**SIGNATURE PAGE**

On this 24th of September, 2019, by their signatures below, the signatories certify that they are authorized representatives of either the District or the Employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

RECOMMENDED:

PASO ROBLES JOINT UNIFIED  
EDUCATORS  
SCHOOL DISTRICT

RECOMMENDED:

PASO ROBLES PUBLIC

By: \_\_\_\_\_

Jennifer Gaviola  
PRJUSD  
Deputy Superintendent

By: \_\_\_\_\_

James Lynett  
Labor Relations Representative

## Addendum

Previous Salary negotiations from 2017-2019 Contract:

Salary negotiation history from Article 3

1. *Pursuant to the Tentative Agreement Reached on October 27, 2015 the following applies to salaries during the contract period:*
  - a) *The Salary Schedule shall be increased by 5.5% retroactive to July 1, 2015, for the 2015-2016 school year.*
  - b) *In addition, the Salary Schedule shall be increased by 2.5% beginning July 1, 2016, for the 2016-2017 school year.*
  - c) *Include new salary schedule titles, "Salary Schedule Speech Therapist" (see attachment), retroactive to July 2015. Current speech therapists will be placed no higher than 11% greater than their current status and will be exempt from an additional salary schedule increase until the 2016-17 school year. Speech Therapist Salary Schedule will increase by 2.5% for the 2016-17 school year.*
  - d) *Three (3) professional development days in the 2017-18 and 2018-19 school year at 188 total workdays per year.*
  - e) *A 2% salary increase for the 2017-18 school year placed on the salary schedule effective July 1, 2017, and a 1.5% salary increase for the 2018-19 school year placed on the salary schedule effective July 1, 2018.*

# PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT STIPEND REDUCTION DISCUSSION

| Curriculum Positions             | Current stipend amount            | Total Cost  | Proposed Stipend amount           | Proposed Total Cost |
|----------------------------------|-----------------------------------|-------------|-----------------------------------|---------------------|
| EL Coordinator                   | base \$572 + EL students (12,750) |             | base \$572 + EL students (12,750) |                     |
| Gate Coordinator                 | \$750.00                          |             |                                   |                     |
| Tech Lead Specialist             | \$500.00 <sup>51</sup>            | \$0.00      | \$0.00                            | \$0.00              |
| Tech Lead Specialist             | \$1,000.00                        | \$1,000.00  | \$0.00                            | \$0.00              |
| Webmaster/Technology Support     | \$500.00                          | \$0.00      | \$0.00                            | \$0.00              |
| Webmaster/Technology Support     | \$1,000.00                        | \$0.00      | \$0.00                            | \$0.00              |
| Art Docent                       | \$1,000.00                        | \$0.00      | \$1,000.00                        | \$6,000.00          |
| VAPA Lead                        | \$1,000.00                        | \$0.00      | \$0.00                            | \$0.00              |
| Curriculum Lead                  | \$1,000.00                        | \$0.00      | \$0.00                            | \$0.00              |
| Combo Class K-5                  | \$3,000.00                        | \$9,000.00  | \$3,000.00                        | \$9,000.00          |
| Teacher in Charge                | \$1,326.00                        | \$0.00      | \$0.00                            | \$0.00              |
| SST Coordinator (1) 9-12         | \$1,988.00                        | \$1,988.00  | \$1,500.00                        | \$1,500.00          |
| AVID Coordinator (3) 6-12        | \$1,391.00                        | \$4,173.00  | \$1,200.00                        | \$3,600.00          |
| Activities Director (2) 6-8      | \$1,956.00                        | \$3,912.00  | \$1,500.00                        | \$3,000.00          |
| Activities Director (2 at PRHS)  | \$3,961.00                        | \$7,922.00  | \$3,600.00                        | \$7,200.00          |
| Drama (2) 6-8                    | \$1,146.00                        | \$2,292.00  | \$1,000.00                        | \$2,000.00          |
| Drama (2) 9-12                   | \$2,393.00                        | \$4,786.00  | \$2,300.00                        | \$4,600.00          |
| Instrumental Music (2) 6-8       | \$1,576.00                        | \$3,152.00  | \$1,500.00                        | \$3,000.00          |
| Instrumental Music (PRHS)        | \$3,478.00                        | \$3,478.00  | \$3,400.00                        | \$3,400.00          |
| Instrumental Music (PRHS Spring) | \$2,005.00                        | \$2,005.00  | \$2,000.00                        | \$2,000.00          |
| Vocal Music (2) 6-8              | \$1,576.00                        | \$3,152.00  | \$1,400.00                        | \$2,800.00          |
| Vocal Music (PRHS)               | \$2,281.00                        | \$2,281.00  | \$2,200.00                        | \$2,200.00          |
| Marching Band PRHS               | \$2,327.00                        | \$2,327.00  | \$2,300.00                        | \$2,300.00          |
| Club Advisors (7 at each site)   | \$500.00                          | \$7,000.00  | \$400.00                          | \$5,600.00          |
| AVID(8) each section PRHS        | \$500.00                          | \$4,000.00  | \$500.00                          | \$4,000.00          |
| Yearbook                         | \$2,693.00                        | \$2,693.00  | \$1,500.00                        | \$1,500.00          |
| Agriculture/FFA (3)              | \$3,915.00                        | \$15,660.00 | \$3,000.00                        | \$9,000.00          |
| Journalism PRHS                  | \$2,693.00                        | \$2,693.00  | \$2,500.00                        | \$2,500.00          |
| Dance PRHS                       | \$3,154.00                        | \$3,154.00  | \$3,000.00                        | \$3,000.00          |
| AP Teachers (per course)         | \$500.00                          | \$9,500.00  | \$400.00                          | \$7,600.00          |
| Class Advisor 9th                | \$550.00                          | \$550.00    | \$400.00                          | \$400.00            |
| Class Advisor 10th               | \$750.00                          | \$750.00    | \$500.00                          | \$500.00            |
| Class Advisor 11th               | \$1,000.00                        | \$1,000.00  | \$1,000.00                        | \$1,000.00          |
| Class Advisor 12th               | \$1,250.00                        | \$1,250.00  | \$1,200.00                        | \$1,200.00          |
| Crimson Crew Advisor             | \$1,000.00                        | \$1,000.00  | \$500.00                          | \$500.00            |
| Link Crew Advisor                | \$1,000.00                        | \$1,000.00  | \$1,000.00                        | \$1,000.00          |

# PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT STIPEND REDUCTION DISCUSSION

| Curriculum Positions  | Current stipend amount | Total Cost          | Proposed Stipend amount                 | Proposed Total Cost |
|---|------------------------|---------------------|---|---------------------|
| CSF Advisory  | \$750.00               | \$750.00            | \$500.00                                | \$500.00            |
| SkillsUSA Advisor   | \$1,000.00             | \$1,000.00          | \$1,000.00                              | \$1,000.00          |
| SkillsUSA State Qualifiers/Attendees                                    | \$500.00               | \$500.00            | \$500.00                                | \$500.00            |
| SkillsUSA National Qualifiers/Attendees                                 | \$1,000.00             | \$1,000.00          | \$1,000.00                              | \$1,000.00          |
| Club Advisors - Tier 1 (3)  | \$500.00               | \$1,500.00          | \$400.00                                | \$1,200.00          |
| Club Advisors - Tier 2 (5)  | \$750.00               | \$3,750.00          | \$600.00                                | \$3,000.00          |
| Special Olympics Coordinator  | \$1,000.00             | \$1,000.00          | \$1,000.00                              | \$1,000.00          |
| STEM Night Coordinator  | \$750.00               | \$750.00            | \$500.00                                | \$500.00            |
| Department Chair 0-14 Sections (6-12)                                   | \$1,988.00             | \$5,964.00          | \$1,500.00                              | \$4,500.00          |
| Department Chair 15-25 Sections (6-12)                                  | \$2,256.00             | \$6,768.00          | \$2,000.00                              | \$6,000.00          |
| Department Chair 26-35 Sections (6-12)                                  | \$2,520.00             | \$7,560.00          | \$2,250.00                              | \$6,750.00          |
| Department Chair 36-45 Sections (6-12)                                  | \$2,784.00             | \$8,352.00          | \$2,500.00                              | \$7,500.00          |
| Department Chair 46+ Sections (6-12)                                    | \$3,052.00             | \$9,156.00          | \$2,750.00                              | \$8,250.00          |
| National Teacher Board Certification                                    | \$1,770.00             | \$1,770.00          | \$1,500.00                              | \$1,500.00          |
| Special Education (55)  | \$1,500.00             | \$82,500.00         | \$1,500.00                              | \$82,500.00         |
| CTE/Dual Enrollment per MOU funding                                     | \$500.00               | \$500.00            | \$500.00                                | \$500.00            |
| TIP Mentoring   | \$1,500.00             | \$24,900.00         | \$1,500.00                              | \$20,000.00         |
| Intern Mentoring  | \$1,500.00             | \$10,500.00         | \$1,500.00                              | \$7,000.00          |
| Mini Mentor   | \$300.00               | \$300.00            | \$300.00                                | \$300.00            |
| PAR Mentor 5% of Salary   |                        |                     |   |                     |
|   |                        |                     |   |                     |
| <b>TOTAL STIPEND AMOUNT</b>   | <b>\$270,238.00</b>    | <b>\$270,238.00</b> | <b>\$243,900.00</b>                     | <b>\$243,900.00</b> |
| <i>Potential Savings</i>  |                        |                     |   | <b>\$26,338.00</b>  |
| <b>2019-20 TOTAL COST OF STIPENDS WITH STATUTORY BENEFITS:\$337,797</b> |                        |                     |   |                     |
| *ALL CHANGES IN STIPENDS MUST BE NEGOTIATED*                            |                        |                     |   |                     |
| POSSIBLE STIPEND ADDITIONS  |                        |                     |   |                     |
| Elementary Leadership (5 per site)                                      |                        | \$0.00              | \$500.00                                | \$15,000.00         |
| K-8 GATE (1 per site K-8)   |                        | \$0.00              | \$500.00                                | \$4,000.00          |
| PRHS Drama Assistant (2 total)  |                        | \$0.00              | \$1,000.00                              | \$2,000.00          |
|   |                        |                     |   |                     |
|   | Additional Cost        |                     |   | \$21,000.00         |
|   |                        |                     |   |                     |
|   |                        |                     | <b>SAVING WITH ADDITIONAL STIPENDS:</b> | <b>\$5,338.00</b>   |
|   |                        |                     |   |                     |
| NOTE: Another options is a 20% reduction of all stipends.               | \$216,190.00           |                     |   |                     |
| <i>Potential Savings</i>  | \$54,048.00            |                     |   |                     |
| <b>TOTAL COST OF STIPENDS WITH STATUTORY BENEFITS:\$270,237</b>         |                        |                     |   |                     |

# PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT STIPEND REDUCTION DISCUSSION

notes

| Coaching Stipend Position                     | Current Stipend Amount | Current Total | Proposed New Amount | Proposed Total |                  |
|---|------------------------|---------------|---------------------|----------------|------------------|
| Athletic Director- Elementary (6)             | \$1,000.00             | \$6,000.00    | \$800.00            | \$4,800.00     |                  |
| Athletic Director 6-8 (2)                     | \$3,580.00             | \$7,160.00    | \$3,000.00          | \$6,000.00     |                  |
| Athletic Director 9-12 (1)                    | <del>\$3,580.00</del>  | \$0.00        | \$3,580.00          | \$3,580.00     |                  |
| Elementary Coach (each sport, each season)    | \$500.00               | \$33,000.00   | \$400.00            | \$16,000.00    | reduced supports |
| Middle School Coach (each sport, each season) | \$1,790.00             | \$85,920.00   | \$1,500.00          | \$72,000.00    |                  |
| Baseball Varsity Head coach                   | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |                  |
| Baseball Varsity Assistant (2)                | \$3,154.00             | \$6,308.00    | \$2,700.00          | \$5,400.00     |                  |
| Baseball JV Head Coach                        | \$2,938.00             | \$2,938.00    | \$3,000.00          | \$3,000.00     |                  |
| <del>Baseball JV Assistant-</del>             | <del>\$2,610.00</del>  | \$0.00        |                     |                |                  |
| Baseball Freshman Head Coach                  | \$2,938.00             | \$2,938.00    | \$2,500.00          | \$2,500.00     |                  |
| Softball Varsity Head coach                   | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |                  |
| Softball Varsity Assistant (2)                | \$3,154.00             | \$6,308.00    | \$2,700.00          | \$5,400.00     |                  |
| Softball JV Head Coach                        | \$2,938.00             | \$2,938.00    | \$3,000.00          | \$3,000.00     |                  |
| <del>Softball JV Assistant-</del>             | <del>\$2,610.00</del>  | \$0.00        |                     |                |                  |
| Softball Frosh Head Coach                     | \$2,938.00             | \$2,938.00    | \$2,500.00          | \$2,500.00     |                  |
| Track Varsity Head Coach                      | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |                  |
| Track Varsity Assistant (6) 5                 | \$3,374.00             | \$16,870.00   | \$2,700.00          | \$13,500.00    |                  |
| Tennis Varsity Boys Head Coach                | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Tennis JV Boys Head Coach                     | \$2,610.00             | \$2,610.00    | \$2,300.00          | \$2,300.00     |                  |
| Golf Varsity Boys Head Coach                  | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Golf JV Boys Head Coach                       | \$2,393.00             | \$2,393.00    | \$2,300.00          | \$2,300.00     |                  |
| Swimming Boys Head Coach                      | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Swimming Boys JV Coach                        | \$2,610.00             | \$2,610.00    | \$2,300.00          | \$2,300.00     |                  |
| Swimming Girls Head Coach                     | \$3,806.00             | \$0.00        | \$3,000.00          | \$3,000.00     |                  |
| Swimming Girls JV Coach                       | \$2,610.00             | \$2,610.00    | \$2,300.00          | \$2,300.00     |                  |
| Diving Asst Coach                             | \$3,806.00             | \$3,806.00    | \$2,300.00          | \$2,300.00     |                  |
| Volleyball Boys Varsity Head Coach            | \$2,938.00             | \$2,938.00    | \$3,000.00          | \$3,000.00     |                  |
| Volleyball Boys JV Head Coach                 | \$2,938.00             | \$2,938.00    | \$2,300.00          | \$2,300.00     |                  |
| <del>Volleyball Boys JV Assistant</del>       | <del>\$2,610.00</del>  | \$0.00        |                     |                |                  |
| STUNT Cheer                                   | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |                  |
| Football Varsity Head Coach                   | \$4,241.00             | \$4,241.00    | \$3,500.00          | \$3,500.00     |                  |
| Football Varsity Assistants (7) 6             | \$3,769.00             | \$22,614.00   | \$2,700.00          | \$16,200.00    |                  |
| Football JV Head Coach                        | \$3,374.00             | \$3,374.00    | \$3,000.00          | \$3,000.00     |                  |
| Football JV Assistant (4)                     | \$2,938.00             | \$14,690.00   | \$2,500.00          | \$10,000.00    |                  |
| Football Freshman Head Coach                  | \$3,374.00             | \$3,374.00    | \$2,750.00          | \$2,750.00     |                  |
| Football Freshman Assistant (3)               | \$2,938.00             | \$8,814.00    | \$2,000.00          | \$6,000.00     |                  |
| Volleyball Varsity Girls Head Coach           | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |                  |
| Volleyball Varsity Assistant                  | \$2,938.00             | \$2,938.00    | \$2,700.00          | \$2,700.00     |                  |
| Volleyball JV Girls Head Coach                | \$2,938.00             | \$2,938.00    | \$3,000.00          | \$3,000.00     |                  |
| <del>Volleyball JV Assistant-</del>           | <del>\$2,938.00</del>  | \$0.00        |                     |                |                  |
| Volleyball Freshman Girls Head Coach          | \$2,938.00             | \$2,938.00    | \$2,500.00          | \$2,500.00     |                  |
| Tennis Varsity Girls Coach                    | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Tennis JV Girls Head Coach                    | \$2,610.00             | \$2,610.00    | \$2,300.00          | \$2,300.00     |                  |
| Cross Country Boys Varsity Head Coach         | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Cross Country Girls Varsity Head Coach        | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Cross Country JV Coach                        | \$2,938.00             | \$0.00        | \$2,938.00          | \$2,938.00     |                  |
| Water polo Boys Head Varsity Coach            | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |
| Water polo Boys Varsity Assistant             | \$2,938.00             | \$2,938.00    | \$2,300.00          | \$2,300.00     |                  |
| Water Polo Boys JV Head Coach                 | \$2,938.00             | \$2,938.00    | \$2,500.00          | \$2,500.00     |                  |
| Golf Varsity Girls                            | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |                  |

# PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT STIPEND REDUCTION DISCUSSION

notes

| Coaching Stipend Position                | Current Stipend Amount | Current Total | Proposed New Amount | Proposed Total |
|--|------------------------|---------------|---------------------|----------------|
| Golf JV Girls                            | \$2,393.00             | \$2,393.00    | \$2,500.00          | \$2,500.00     |
| Basketball Varsity Boys Head Coach       | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |
| Basketball Varsity Assistant             | \$3,047.00             | \$3,047.00    | \$2,700.00          | \$2,700.00     |
| Basketball Head JV Boys Coach            | \$3,047.00             | \$3,047.00    | \$3,000.00          | \$3,000.00     |
| <del>Basketball JV Boys Assistant</del>  | <del>\$2,640.00</del>  | \$0.00        |                     |                |
| Basketball Freshman Boys Head Coach      | \$3,047.00             | \$3,047.00    | \$2,500.00          | \$2,500.00     |
| Basketball Varsity Girls Coach           | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |
| Basketball Varsity Assistant             | \$3,047.00             | \$3,047.00    | \$2,700.00          | \$2,700.00     |
| Basketball JV Girls Head Coach           | \$3,047.00             | \$3,047.00    | \$3,000.00          | \$3,000.00     |
| <del>Basketball JV Girls Assistant</del> | <del>\$2,640.00</del>  | \$0.00        |                     |                |
| Basketball Freshman Girls Head Coach     | \$3,047.00             | \$3,047.00    | \$2,500.00          | \$2,500.00     |
| Wrestling Varsity Head Coach             | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |
| Wrestling Varsity Assistant              | \$2,393.00             | \$2,393.00    | \$2,700.00          | \$2,700.00     |
| Wrestling Head JV Coach                  | \$3,047.00             | \$3,047.00    | \$3,000.00          | \$3,000.00     |
| <del>Wrestling Assistant JV</del>        | <del>\$2,393.00</del>  | \$0.00        |                     |                |
| Soccer Varsity Boys Head Coach           | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |
| Soccer Varsity Boys Assistant            | \$2,938.00             | \$2,938.00    | \$2,700.00          | \$2,700.00     |
| Soccer JV Boys Head Coach                | \$2,719.00             | \$2,719.00    | \$3,000.00          | \$3,000.00     |
| <del>Soccer JV assistant</del>           | <del>\$2,640.00</del>  | \$0.00        |                     |                |
| Soccer Frosh Head Coach                  | \$2,719.00             | \$2,719.00    | \$2,500.00          | \$2,500.00     |
| Soccer Varsity Girls Head Coach          | \$3,806.00             | \$3,806.00    | \$3,500.00          | \$3,500.00     |
| Soccer Varsity Assistant                 | \$2,938.00             | \$2,938.00    | \$2,700.00          | \$2,700.00     |
| Soccer Girls JV Girls Head Coach         | \$2,719.00             | \$2,719.00    | \$3,000.00          | \$3,000.00     |
| <del>Soccer Girls JV Assistant</del>     | <del>\$2,640.00</del>  | \$0.00        |                     |                |
| Soccer Frosh Girls Head Coach            | \$2,719.00             | \$2,719.00    | \$2,500.00          | \$2,500.00     |
| Water Polo Varsity Head Coach            | \$3,806.00             | \$3,806.00    | \$3,000.00          | \$3,000.00     |
| Water Polo Varsity Assistant             | \$2,938.00             | \$2,938.00    | \$2,300.00          | \$2,300.00     |
| Water Polo JV Girls Head Coach           | \$2,938.00             | \$2,938.00    | \$2,500.00          | \$2,500.00     |
| Cheer Varsity Head Coach                 | \$3,478.00             | \$3,478.00    | \$3,500.00          | \$3,500.00     |
| Cheer JV Head Coach                      | \$2,938.00             | \$2,938.00    | \$3,000.00          | \$3,000.00     |
| Cheer Frosh Head Coach                   | \$2,938.00             | \$2,938.00    | \$2,500.00          | \$2,750.00     |
| Cost                                     | \$250,479.00           | \$398,041.00  | \$199,668.00        | \$334,218.00   |
| Savings                                  |                        |               |                     | \$63,823.00    |

**2019-20 TOTAL COST WITH STATUTORY BENEFITS: \$497,551**

Total paid

Proposed reductions are based on an athlete participation tiered system:

Tier 1 = 45+, Tier 2 = 15-45, Tier 3 = <15

\*This rate will be reviewed every 3 years based on averages

**\*ALL CHANGES IN STIPENDS MUST BE NEGOTIATED\***