

# SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

## BOARD OF EDUCATION

### CSBA Professional Governance Standards

*Adopted by the Santa Maria Joint Union High School District April 11, 2001*

#### THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

**To operate effectively, the board must have a unity of purpose and:**

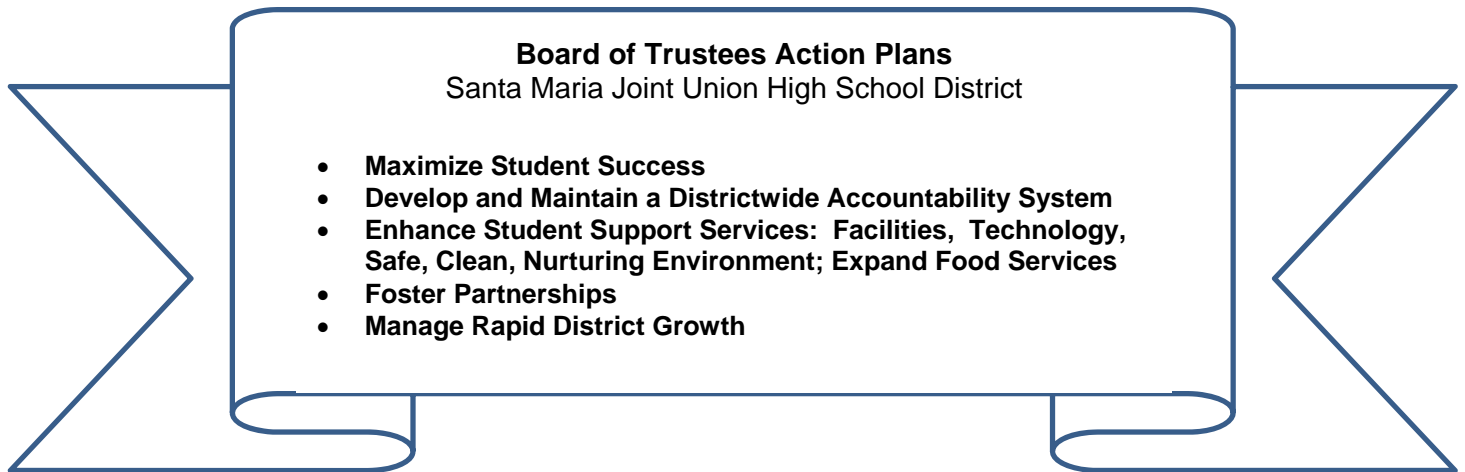
- Keep the district focused on learning and achievement for all students.
- Communicate a common vision.
- Operate openly, with trust and integrity.
- Govern in a dignified and professional manner, treating everyone with civility and respect.
- Govern within board-adopted policies and procedures.
- Take collective responsibility for the board’s performance.
- Periodically evaluate its own effectiveness.
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.

#### THE INDIVIDUAL TRUSTEE

In California’s public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

**To be effective, an individual trustee:**

- Keeps learning and achievement for *all* students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



## **RESPONSIBILITIES OF THE BOARD**

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

### **Effective boards:**

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Regular Meeting**

**June 21, 2016**

**Santa Maria Joint Union High School District  
2560 Skyway Drive, Santa Maria, California 93455**

**5:30 p.m. Open Session**

**Closed Session Immediately Following**

*The Santa Maria Joint Union High School District mission is,  
“We prepare all learners to become productive citizens and college/career ready by providing  
challenging learning experiences and establishing high expectations for achievement.”*

*Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.*

*Individuals who require special accommodation including, but not limited to, American Sign Language Interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable amount of time before the meeting date.*

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**I. OPEN SESSION**

- A. Call to Order
- B. Flag Salute

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**II. ITEMS SCHEDULED FOR ACTION**

**1. Approval of Local Control Accountability Plan (LCAP)**

The Board of Education was presented a draft of the Local Control Accountability Plan (LCAP) for review at the June 14, 2016 regular board meeting.

Education Code Section code 52062, requires that the Governing Board conduct a public hearing to review its Local Control Accountability Plan (LCAP) at the same meeting as the hearing for the District’s budget, with adoption of both to follow at a subsequent meeting. The full report is available on the district’s website.

Resource Person: John Davis, Asst. Superintendent of Curriculum

**\*\*\* IT IS RECOMMENDED THAT** the Board of Education approve the Local Control Accountability Plan (LCAP) as presented.

**Moved** \_\_\_\_\_

**Second** \_\_\_\_\_

**Vote** \_\_\_\_\_

**2. Public Disclosure of Collective Bargaining Agreement with Classified Unit – Appendix F**

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreements on the District's financial status. The District has reached a tentative agreement with the Classified Bargaining Unit (California School Employees' Association Chapter #455), to include a 3% salary schedule increase effective July 1, 2016, shift differential, work calendar changes, and reclassifications.

The on-going cost of the tentative agreement is projected to be \$683,476 beginning in 2016/17. This amount is included in the District's 2016/17 Adopted Budget. Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix F.

Resource Person: Yolanda Ortiz, Asst. Superintendent of Business Services

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the AB 1200 Public Disclosure of Collective Bargaining Agreement with the Classified Bargaining Unit.

**Moved** \_\_\_\_\_                      **Second** \_\_\_\_\_                      **Vote** \_\_\_\_\_

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**3. Public Disclosure of Collective Bargaining Agreement with Faculty Association – Appendix G**

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreements on the District's financial status. The District has reached agreement with the Santa Maria Joint Union High School District Faculty Association, to include the following:

For 2015/16

- Increase the salary schedule by 2.63%, retroactive to July 1, 2015.
- Effective with the 2015/16 school year the tenthly District contribution on behalf of each full-time employee shall be as follows: Single - \$620.43; Two-Party - \$1,277.78; Family -\$1,773.73. The tenthly increase for single, two-party and family is \$56.40, \$94.65 and \$100.40 respectively. The increased contribution is equivalent to 0.87%. Total compensation for salary and benefits is 3.50%.

For 2016/17:

- Increase the salary schedule by 3%, effective July 1, 2016.

For 2015/16, the estimated on-going cost is \$1,208,353 for the salary schedule and health benefits.

For 2016/17, the estimated on-going cost is \$1,730,175 for the salary schedule increase. This amount is now included in the District's 2016/17 Adopted Budget.

Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix G.

Resource Person: Yolanda Ortiz, Asst. Superintendent of Business Services

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the AB 1200 Public Disclosure of Collective Bargaining Agreement with the Faculty Association.

**Moved** \_\_\_\_\_

**Second** \_\_\_\_\_

**Vote** \_\_\_\_\_

**4. Public Disclosure of Agreement and Approval of Salary Increase for Confidential, Classified Management and Certificated Management – Appendix H**

In accordance with AB 1200 reporting requirements, the District must make public disclosure of any proposed collective bargaining agreements with their various employee organizations as to the effects of the agreement on the District's financial status. Administration is proposing the same increase given to the certificated and classified bargaining units for non-bargaining unit members which consist of confidential, classified management and certificated management employees. The proposed increase is 3% to the salary schedule effective July 1, 2016.

The on-going cost of the increase is projected to be \$163,188 beginning in 2016-17. The amount is included in the District's 2016/17 Adopted Budget. Further documentation of the fiscal impacts (as required by AB1200) is shown in Appendix H.

Resource Person: Yolanda Ortiz, Asst. Superintendent of Business Services

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the AB 1200 Public Disclosure of the Agreement and Approval of salary increase with the Confidential, Classified Management and Certificated Management for an ongoing 3% salary schedule increase effective July 1, 2016.

**Moved** \_\_\_\_\_                      **Second** \_\_\_\_\_                      **Vote** \_\_\_\_\_

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**5. Ratification of CSEA Agreements – Appendices B through E**

- Approval of MOU for Classified Bargaining Unit regarding meetings to solicit input on uniforms – *Appendix B*
- Approval of Classified Bargaining Unit Tentative Agreement on Work Calendars for 2016/17 – *Appendix C*
- Approval of Settlement Agreement for Classified Bargaining Unit, Reclassification Recommendations and Job Description Creation and/or Modification – *Appendix D*
- Ratification of CSEA Labor Agreement – *Appendix E*

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the Agreements with the Classified Bargaining Unit as presented.

Resource Person: Joni McDonald, Human Resources Manager

**Moved** \_\_\_\_\_                      **Second** \_\_\_\_\_                      **Vote** \_\_\_\_\_

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**6. Ratification of Faculty Association Agreements – Appendix J**

The District and SMJUHS Faculty Association have negotiated and agreed upon comprehensive changes to language throughout the labor agreement. The tentative agreement is for three years; 2015-2016, 2016-2017 and 2017-2018 school years. – *Appendix J*

Resource Person: Tracy Marsh, Asst. Superintendent of Human Resources

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the Agreements with the Faculty Association as presented.

**Moved** \_\_\_\_\_                      **Second** \_\_\_\_\_                      **Vote** \_\_\_\_\_

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**7. Award of Bid for Copiers/Duplicators & Maintenance Services, Bid #15/16-001**

District administration opened bids on June 10, 2016, for the COPIERS/DUPLICATORS & MAINTENANCE SERVICES, BID #15/16-001. The bid recap and administrative recommendation follows:

| Assessment by Lease,<br>Cost-Per-Copy, and Return Cost<br>(5 Units for 36 months) | Ultrex      | More Office<br>Solutions |
|---|-------------|--------------------------|
| Cost for Lease  | \$74,853.58 | \$88,851.60              |
| Cost-Per-Copy Maintenance   | \$58,271.10 | \$61,184.66              |
| Return Cost   | \$. 0.00    | \$ 0.00                  |

After reviewing the bid(s) received by administration, ULTREX was determined to be the apparent low bidder.

Resource Person: Yolanda Ortiz, Asst. Superintendent of Business Services

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education award the bid for the COPPIERS/DUPLICATORS & MAINTENANCE SERVICES, BID #15/16-001 to the lowest bidder, ULTREX, to be paid from the General Fund.

**Moved** \_\_\_\_\_ **Second** \_\_\_\_\_ **Vote** \_\_\_\_\_

**8. Budget Adoption for Fiscal Year 2016/2017 – Appendix I**

Education Code Section 42127 requires that on or before July 1 of each year the Governing Board of the school district shall hold a public hearing on the budget to be adopted for the subsequent year.

Education Code Section code 52062, requires that the Governing Board conduct a public hearing to review its Local Control and Accountability Plan (“LCAP”) at the same meeting as the hearing for the District’s budget, with adoption of both to follow at a subsequent meeting.

The proposed budget for 2016/17 was presented at the June 14, 2016 meeting and a public hearing was held. The full budget report is available on the district’s website. The budget has been changed to include the tentative agreement reached with the Faculty Association.

Pursuant to Education Code Section 33127, the adopted budget complies with the standards and criteria as established by the State Board of Education.

Resource Person: Yolanda Ortiz, Asst. Superintendent of Business Services

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve the budget for 2016/2017.

**Moved** \_\_\_\_\_                      **Second** \_\_\_\_\_                      **Vote** \_\_\_\_\_

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**9. Consider approving Resolution Ordering School Bond Election for the November 8, 2016 Ballot – Appendix K**

In August 2014, the Board adopted a Reconfiguration and Facilities Program to serve as a blueprint for future improvements and aid in the implementation of 21<sup>st</sup> century learning environments and innovative academic initiatives for all students served by the District and its four high schools. On June 14, 2016, the Board adopted the Master Schools Improvement Program (“MSIP”), the next phase to the District’s Reconfiguration and Facilities Program.

To implement the MSIP, the District is recommending that Board adopt the attached Resolution Ordering a School Bond Election, and Authorizing Necessary Actions in Connection Therewith. The Resolution requests that the voters authorize the District to sell up to \$114 Million dollars of general obligation bonds to fund the facilities projects proposed in the MSIP and the Reconfiguration and Facilities Program. The District is requesting that the Measure be authorized pursuant to Proposition 39, committing the District to certain taxpayer disclosure and accountability measures.

The Resolution includes, as an attachment, the full text of the bond measure and project list defining those projects to be funded by the Measure, if approved. The Resolution and attachments must be filed with the Registrar of Voters and the Clerk of the County Board of Supervisors.

If approved by the Board, the District would request that the bond measure be placed on and consolidated with the Statewide general election scheduled for November 8, 2016.

Resource Person: Yolanda Ortiz, Asst. Superintendent of Business Services

\*\*\* **IT IS RECOMMENDED THAT** the Board of Education approve Resolution No. 24-2015-2016 Ordering A School Bond Election, and Authorizing Necessary Actions In Connection Therewith.

**Moved** \_\_\_\_\_                      **Second** \_\_\_\_\_



**A Roll Call Vote is Required:**

Dr. Garvin \_\_\_\_\_  
Dr. Karamitsos \_\_\_\_\_  
Ms. Perez \_\_\_\_\_  
Mr. Palera \_\_\_\_\_  
Ms. Lopez \_\_\_\_\_

**III. CONSENT ITEMS**

**\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.**

*All items listed are considered to be routine and may be enacted by approval of a single vote. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.*

**Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_**

**A. Approval of Minutes**

Special Board Meeting – May 18, 2016  
Special Board Meeting – May 23, 2016

**B. Attendance Report**

Mrs. Yolanda Ortiz, Assistant Superintendent of Business Services, will be available to answer questions regarding the 2015-2016 tenth monthly attendance report presented on the last page of this agenda.

**C. Denial of Claim**

The District is in receipt of a claim filed by Francisca Lopez, with regards to alleged personal injury that occurred on February 18, 2016.

**D. Textbook Approval**

The following textbook was on the June 14, 2016 board agenda for preview.

***PVHS Agriculture Department / Christine Linne***

Title: Modern Livestock & Poultry Production  
Author: Frank B. Flanders  
Publisher: Delmaar  
Copyright: 2012

E. Fighting Back Santa Maria Valley Contracts

- Agreement for July 1, 2016 to June 30, 2017 for implementation of the Foster Youth Liaison Program Services. Scope of service includes Foster Liaison Services, Conflict Mediation, School Climate and Parent Education.
- Agreement for July 1, 2016 to June 30, 2017 for Homeless Services. Scope of service includes visits to homeless shelters and motels to ensure high school students are attending school, referrals for student/family to appropriate programs and serving as emergency contact on enrollment forms if necessary.

F. Purchase Orders

| PO #       | Vendor                          | Amount       | Description/Funding                           |
|------------|---------------------------------|--------------|---|
| PO16-01661 | Caldwell, Flores, Winters (CFW) | \$134,204.39 | Developer Fees (Fund 25)                      |
| R16-03810  | Benefit Trust Company           | \$499,173.00 | Deposit to Retiree Trust/General Fund         |
| PO16-00040 | Nevco, Inc.                     | \$66,698.67  | Score Board Replacement for PVHS/General Fund |
| PO17-00005 | CIO Solutions, LP               | \$66,608.85  | Upgrade PVHS to Shoretel System/Technology    |
| PO17-00007 | Turnitin, LLC                   | \$81,713.66  | Turn-it In/LCAP                               |
| PO17-00010 | Biozone Corp.                   | \$73,712.05  | Biology Textbooks/Title I                     |
| PO17-00011 | Houghton Mifflin Reading        | \$202,164.65 | Read 180/LCAP                                 |

G. Out of State Travel

| Name/Event  | Funding | Location      | Dates            |
|---|---------|---------------|------------------|
| Ricardo Gabaldon and Ballet Folklorico Students/ANGF Dance Conference | Title I | Las Vegas, NV | July 9 – July 17 |

**IV. OPEN SESSION PUBLIC COMMENTS**

The public may address the Board on any matter (except personnel) concerning the District and not on the agenda. Note: The time limit to address the Board may not exceed two minutes. The Board is not required to respond to the Public Comment. The public may also address the Board on each item on the Agenda as the Board takes up those items. Persons wishing to speak should complete a blue request form and hand it to the Board secretary.

**V. ADJOURN TO CLOSED SESSION**

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- A. Certificated and Classified Personnel Actions** – Government Code Section 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. *Appendix A*
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**VI. RECONVENE IN OPEN SESSION**

Call to Order

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**VII. ANNOUNCE CLOSED SESSION ACTIONS – Dr. Richardson**

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**VIII. NEXT MEETING DATE**

Unless otherwise announced, the next regular meeting of the Board of Education will be held on August 2, 2016. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center.

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**IX. FUTURE REGULAR BOARD MEETINGS FOR 2016**

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September 13, 2016  
October 11, 2016

November 8, 2016  
December 13, 2016

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**X. ADJOURN**

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
MONTHLY REPORT OF ATTENDANCE  
TENTH MONTH OF 2015-16

April 25, 2016 through May 20, 2016

|   | Tenth Month 2014-15 |                |                        | Tenth Month 2015-16 |                |                        | Accumulated ADA |                |                |                |
|---|---------------------|----------------|------------------------|---------------------|----------------|------------------------|-----------------|----------------|----------------|----------------|
|   | Ending Enrollment   | ADA            | ADA % of Poss. Enroll. | Ending Enrollment   | ADA            | ADA % of Poss. Enroll. | Prior Year      |                | Current Year   |                |
|   |                     |                |                        |                     |                |                        | ADA % to CBEDS  | ADA            | ADA % to CBEDS | ADA            |
| <b>ERNEST RIGHETTI HIGH</b>             |                     |                |                        |                     |                |                        |                 |                |                |                |
| Regular                                 | 1810                | 1722.35        | 95.1%                  | 1903                | 1827.58        | 96.0%                  |                 | 1799.87        |                | 1857.63        |
| Special Education                       | 76                  | 73.35          | 95.1%                  | 71                  | 66.53          | 95.0%                  |                 | 75.57          |                | 68.46          |
| Independent Study                       | 48                  | 37.35          | 77.5%                  | 58                  | 46.05          | 75.6%                  |                 | 26.85          |                | 37.18          |
| Independent Study 12+                   | 1                   | 0.00           | ---                    | 0                   | 0.00           | ---                    |                 | 0.40           |                | 0.00           |
| Independent Study Spec Ed               | 0                   | 0.00           | ---                    | 0                   | 0.00           | ---                    |                 | 0.00           |                | 0.42           |
| CTE Program                             | 7                   | 6.45           | 92.1%                  | 5                   | 4.84           | 93.9%                  |                 | 6.74           |                | 5.90           |
| Home and Hospital-Reg Ed                | 7                   | 4.80           | 73.3%                  | 6                   | 2.68           | 58.0%                  |                 | 2.89           |                | 1.38           |
| Home and Hospital-Spec Ed               | 5                   | 3.75           | 77.3%                  | 3                   | 3.42           | 100.0%                 |                 | 2.26           |                | 2.97           |
| <b>TOTAL RIGHETTI</b>                   | <b>1954</b>         | <b>1848.05</b> | <b>95.1%</b>           | <b>2046</b>         | <b>1951.11</b> | <b>96.0%</b>           |                 | <b>1914.58</b> |                | <b>1973.94</b> |
| <b>SANTA MARIA HIGH</b>                 |                     |                |                        |                     |                |                        |                 |                |                |                |
| Regular                                 | 2216                | 2105.65        | 94.8%                  | 2245                | 2156.79        | 96.0%                  |                 | 2231.67        |                | 2273.23        |
| Special Education                       | 87                  | 81.35          | 93.5%                  | 87                  | 79.79          | 93.5%                  |                 | 85.14          |                | 78.63          |
| Independent Study                       | 126                 | 109.90         | 88.1%                  | 79                  | 76.63          | 94.4%                  |                 | 56.52          |                | 73.68          |
| Independent Study 12+                   | 3                   | 2.30           | 75.4%                  | 1                   | 1.00           | 100.0%                 |                 | 1.58           |                | 1.07           |
| Independent Study Spec Ed               | 3                   | 1.85           | 75.5%                  | 2                   | 1.37           | 100.0%                 |                 | 1.07           |                | 0.70           |
| CTE Program                             | 7                   | 4.70           | 67.1%                  | 7                   | 6.42           | 85.9%                  |                 | 4.90           |                | 6.02           |
| Home and Hospital-Reg Ed                | 15                  | 8.60           | 68.0%                  | 12                  | 8.42           | 74.8%                  |                 | 7.07           |                | 7.73           |
| Home and Hospital-Spec Ed               | 3                   | 0.75           | 30.0%                  | 2                   | 0.63           | 50.0%                  |                 | 0.21           |                | 0.85           |
| <b>TOTAL SANTA MARIA</b>                | <b>2460</b>         | <b>2315.1</b>  | <b>94.7%</b>           | <b>2435</b>         | <b>2331.05</b> | <b>95.9%</b>           |                 | <b>2388.16</b> |                | <b>2441.91</b> |
| <b>PIONEER VALLEY HIGH</b>              |                     |                |                        |                     |                |                        |                 |                |                |                |
| Regular                                 | 2468                | 2381.15        | 96.5%                  | 2464                | 2380.37        | 96.5%                  |                 | 2441.09        |                | 2428.40        |
| Special Education                       | 115                 | 108.90         | 94.5%                  | 108                 | 103.37         | 94.2%                  |                 | 112.17         |                | 103.91         |
| Independent Study                       | 24                  | 16.40          | 62.2%                  | 19                  | 12.42          | 65.4%                  |                 | 17.30          |                | 9.10           |
| Independent Study Spec Ed               | 5                   | 3.30           | 74.2%                  | 3                   | 1.05           | 35.1%                  |                 | 2.70           |                | 1.77           |
| Home and Hospital-Reg Ed                | 13                  | 9.55           | 72.9%                  | 29                  | 20.53          | 75.0%                  |                 | 8.26           |                | 12.90          |
| Home and Hospital-Spec Ed               | 0                   | 0.00           | ---                    | 0                   | 0.00           | ---                    |                 | 0.00           |                | 0.00           |
| <b>TOTAL PIONEER VALLEY</b>             | <b>2625</b>         | <b>2519.3</b>  | <b>96.4%</b>           | <b>2623</b>         | <b>2517.74</b> | <b>96.4%</b>           |                 | <b>2581.52</b> |                | <b>2556.07</b> |
| <b>DAY TREATMENT @ LINCOLN STREET</b>   | <b>7</b>            | <b>4.45</b>    | <b>63.6%</b>           | <b>6</b>            | <b>4.26</b>    | <b>80.2%</b>           |                 | <b>5.82</b>    |                | <b>4.14</b>    |
| <b>DISTRICT SPECIAL ED TRANSITION</b>   | <b>10</b>           | <b>9.55</b>    | <b>95.5%</b>           | <b>22</b>           | <b>21.63</b>   | <b>98.3%</b>           |                 | <b>9.75</b>    |                | <b>21.88</b>   |
| <b>DISTRICT SPECIAL ED TRANS/VOC MM</b> | <b>12</b>           | <b>10.80</b>   | <b>90%</b>             | <b>16</b>           | <b>15.84</b>   | <b>100.0%</b>          |                 | <b>11.67</b>   |                | <b>15.30</b>   |
| <b>ALTERNATIVE EDUCATION</b>            |                     |                |                        |                     |                |                        |                 |                |                |                |
| Delta Continuation                      | 290                 | 227.37         | 75.0%                  | 321                 | 256.41         | 78.9%                  |                 | 242.87         |                | 256.14         |
| Delta 12+                               | 0                   | 0.00           | ---                    | 0                   | 0.00           | ---                    |                 | 0.50           |                | 0.65           |
| Delta Independent Study                 | 63                  | 52.08          | 84.7%                  | 15                  | 17.43          | 90.7%                  |                 | 37.34          |                | 20.08          |
| Delta Independent Study 12+             | 9                   | 5.88           | 61.0%                  | 3                   | 1.59           | 53.0%                  |                 | 19.57          |                | 10.91          |
| Delta Independent Study Spec Ed         | 3                   | 0.00           | ---                    | 2                   | 0.84           | ---                    |                 | 0.00           |                | 0.81           |
| Home and Hospital Reg Ed                | 4                   | 0.00           | ---                    | 0                   | 0.00           | ---                    |                 | 0.18           |                | 0.55           |
| Reach Program--SMHS                     | 25                  | 15.40          | 59.5%                  | 15                  | 8.89           | 62.8%                  |                 | 9.80           |                | 6.90           |
| Reach Program--PVHS                     | 16                  | 11.10          | 71.4%                  | 16                  | 12.95          | 82.0%                  |                 | 7.87           |                | 7.86           |
| Home School @ Library Program           | 56                  | 45.95          | 82.7%                  | 47                  | 37.79          | 80.4%                  |                 | 37.17          |                | 40.13          |
| Delta HS I.S. Program P                 | ---                 | ---            | ---                    | 21                  | 20.54          | 92.3%                  |                 | ---            |                | 22.38          |
| <b>TOTAL ALTERNATIVE EDUCATION</b>      | <b>466</b>          | <b>357.78</b>  | <b>76.8%</b>           | <b>419</b>          | <b>335.90</b>  | <b>80.17%</b>          |                 | <b>355.30</b>  |                | <b>344.01</b>  |
| <b>TOTAL HIGH SCHOOL DISTRICT</b>       | <b>7534</b>         | <b>7065.03</b> | <b>93.8%</b>           | <b>7588</b>         | <b>7198.08</b> | <b>94.9%</b>           | <b>93.4%</b>    | <b>7266.80</b> | <b>93.4%</b>   | <b>7379.63</b> |

**Santa Maria Joint Union High School District  
June 21, 2016**

| <b>CLASSIFIED PERSONNEL ACTIONS</b>   |                    |                            |             |                  |                 |                    |
|---------------------------------------|--------------------|----------------------------|-------------|------------------|-----------------|--------------------|
| <b>Name</b>                           | <b>Action</b>      | <b>Assignment</b>          | <b>Site</b> | <b>Effective</b> | <b>Pay Rate</b> | <b>Hours</b>       |
|                                       | Increase Hours     | Staff Secretary            | SMHS        | 7/1/16           | 18/E            | 6 to 8             |
|                                       | Increase Hours     | Staff Secretary            | RHS         | 7/1/16           | 18/D            | 6 to 8             |
|                                       | Increase Hours     | Library Assistant          | RHS         | 7/1/16           | 14/E            | 6 to 8             |
|                                       | Increase Hours     | Outreach Consultant        | SMHS        | 7/1/16           | 26/E            | 7 to 8             |
|                                       | Increase Hours     | Library Assistant          | SMHS        | 7/1/16           | 14/E            | 7.5 to 8           |
|                                       | Increase Hours     | Staff Secretary            | RHS         | 7/1/16           | 18/E            | 6 to 8             |
|                                       | Increase Work Year | Administrative Asst II-SSC | DO          | 8/1/16           | 24/E            | 10.5 to 12 months  |
|                                       | Increase Hours     | Library Technician         | SMHS        | 7/1/16           | 18/E            | 7.5 to 8           |
| <b>CERTIFICATED PERSONNEL ACTIONS</b> |                    |                            |             |                  |                 |                    |
| <b>Name</b>                           | <b>Action</b>      | <b>Assignment</b>          | <b>Site</b> | <b>Effective</b> | <b>Salary</b>   | <b>FTE</b>         |
|                                       | Employ             | Math                       | PVHS        | 2016-17          | 6/V             | 1.0                |
|                                       | Retire             | Home Economics             | PVHS        | 6/9/16           | 31/V            | 1.0                |
| <b>COACHING PERSONNEL ACTIONS</b>     |                    |                            |             |                  |                 |                    |
| <b>Name</b>                           | <b>Action</b>      | <b>Assignment</b>          | <b>Site</b> | <b>Effective</b> | <b>District</b> | <b>ASB/Booster</b> |
|                                       |                    |                            |             |                  |                 |                    |

REGULAR MEETING  
June 21, 2016

## APPENDIX B

Approval of MOU for Classified Bargaining  
Unit regarding meetings to solicit input on  
uniforms

**Tentative AGREEMENT**  
between the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CENTRAL COAST CHAPTER #455  
and the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

May 12, 2016

The following Memorandum of Understanding reflects the full and complete agreement of the California School Employees Association and its Central Coast Chapter #455 (hereinafter "Association") and the Santa Maria Joint Union High School District (hereinafter "District") regarding meetings to solicit input on uniforms.

The parties agree on the following:

1. Prior to the purchase of uniforms to be provided by the District in Article 5 of the Collective Bargaining Agreement, the District will schedule meetings with each affected classification in order to solicit input on uniforms.
2. Any disputes of any of the provisions contained herein shall be resolved utilizing the Grievance Procedures outlined in the Collective Bargaining Agreement. Additionally, violations of statute may be addressed using those resolution processes.

Tentatively agreed to this 12<sup>th</sup> day of May 2016. This Tentative Agreement shall become final upon ratification by the membership of the Association (as outlined in the Association's Internal Policy 610) and adoption/ratification by the Santa Maria Joint Union High School District Board of Education.

FOR THE ASSOCIATION:

Jani Centeno  
Dum. de Be  
ga  
mt  
pu

Mait  
ST

FOR THE DISTRICT:

g  
ph  
Yvanda  
Breeder  
Rose Thompson

REGULAR MEETING  
June 21, 2016

## APPENDIX C

Approval of Classified Bargaining Unit  
Tentative Agreement on Work Calendars for  
2016/17



**Tentative AGREEMENT**  
between the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CENTRAL COAST CHAPTER #455  
and the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

May 12, 2016

The following Agreement reflects the full and complete agreement of the California School Employees Association and its Central Coast Chapter #455 (hereinafter "Association") and the Santa Maria Joint Union High School District (hereinafter "District") regarding the 2016-17 bargaining unit work calendar.

The parties agree on the following:

1. The "2016-17 School Year Calendar" (Attachment #1 of this Agreement) shall be used to recognize the 2016-17 holidays for the Association bargaining unit as provided in Article 6.1.1 of the Collective Bargaining Agreement between the District and the Association.
2. The number of work days for each less than 12-month bargaining unit classification as well as their start date and end date for the 2016-17 fiscal year is listed on Attachment #2 of this Agreement.
3. For bargaining unit members assigned to a Monday through Friday schedule, the following holidays will be observed on alternate dates due to the date on which the holidays fall:

Admission Day Holiday will be observed on Thursday, December 22, 2016.  
Christmas Eve Holiday will be observed on Friday, December 23, 2016.  
Christmas Day Holiday will be observed on Monday, December 26, 2016.  
New Year's Eve Holiday will be observed on Friday, December 30, 2016.  
New Year's Day Holiday will be observed on Monday, January 2, 2017.

For those bargaining unit members working a non-traditional work-week, the holidays are specified in Article 6.

4. The number of paid days for 12-month bargaining unit members for the 2016-17 fiscal year is 261 days. They shall be paid each month their same base monthly salary amount regardless of the number of work days in each month. The monthly base salary is reflected on Appendix C of the Collective Bargaining Agreement.
5. Bargaining unit members who are employed by the District during times outside of the dates they are normally in paid status shall receive compensation and benefits on a pro rata basis that are applicable to the classification of the additional assignment or service during their regular work year in accord with Education Code 45102.

6. Any disputes of any of the provisions contained herein shall be resolved utilizing the Grievance Procedures outlined in the Collective Bargaining Agreement. Additionally, violations of statute may be addressed using those resolution processes.

Tentatively agreed to this 12<sup>th</sup> day of May 2016. This Tentative Agreement shall become final upon ratification by the membership of the Association (as outlined in the Association's Internal Policy 610) and adoption/ratification by the Santa Maria Joint Union High School District Board of Education.

FOR THE ASSOCIATION:

Lami Curtis  
Dum. [unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

FOR THE DISTRICT:


[unclear]  
[unclear]  
Islanda Oy  
Brenda [unclear]  
Russ Thompson  
[unclear]

B

| SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT<br>2016/2017 SCHOOL YEAR CALENDAR |    |    |    |    |    |    |
|--|----|----|----|----|----|----|
| S  | M  | T  | W  | T  | F  | S  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10   | 11 | 12 | 13 | 14 | 15 | 16 |
| 17   | 18 | 19 | 20 | 21 | 22 | 23 |
| 24   | 25 | 26 | 27 | 28 | 29 | 30 |
| 31   |    |    |    |    |    |    |
| 1  | 2  | 3  | 4  | 5  | 6  |    |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 | 31 |    |    |    |
|  |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11   | 12 | 13 | 14 | 15 | 16 | 17 |
| 18   | 19 | 20 | 21 | 22 | 23 | 24 |
| 25   | 26 | 27 | 28 | 29 | 30 |    |
|  |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16   | 17 | 18 | 19 | 20 | 21 | 22 |
| 23   | 24 | 25 | 26 | 27 | 28 | 29 |
| 30   | 31 |    |    |    |    |    |
|  |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13   | 14 | 15 | 16 | 17 | 18 | 19 |
| 20   | 21 | 22 | 23 | 24 | 25 | 26 |
| 27   | 28 | 29 | 30 |    |    |    |
|  |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11   | 12 | 13 | 14 | 15 | 16 | 17 |
| 18   | 19 | 20 | 21 | 22 | 23 | 24 |
| 25   | 26 | 27 | 28 | 29 | 30 | 31 |
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15   | 16 | 17 | 18 | 19 | 20 | 21 |
| 22   | 23 | 24 | 25 | 26 | 27 | 28 |
| 29   | 30 | 31 |    |    |    |    |
|  |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 |    |    |    |    |
|  |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 | 31 |    |
|  |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16   | 17 | 18 | 19 | 20 | 21 | 22 |
| 23   | 24 | 25 | 26 | 27 | 28 | 29 |
| 30   |    |    |    |    |    |    |
|  | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 | 31 |    |    |    |
|  |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11   | 12 | 13 | 14 | 15 | 16 | 17 |
| 18   | 19 | 20 | 21 | 22 | 23 | 24 |
| 25   | 26 | 27 | 28 | 29 | 30 |    |
|  |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16   | 17 | 18 | 19 | 20 | 21 | 22 |
| 23   | 24 | 25 | 26 | 27 | 28 | 29 |
| 30   | 31 |    |    |    |    |    |

86

94

Board Approved 4/12/16  
 School Closed

Staff Workday - 1/10 & One Floating Day  
 3 Staff Development Days - 8/9, 1/9, & 6/8  
 Back to School Night - 9/1

180 TOTAL

Notes:



2016-17 Work Year Schedule

| MOS   | DAYS | Calendar | ASSIGNMENT                     | 2016 Beg | 2017 End |   |
|-------|------|----------|--------------------------------|----------|----------|---|
| 9.50  | 181  | CL181    | Accompanist                    | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Behavior Inst Asst-Sp Ed DT    | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Inst Asst                      | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Inst Asst-Bilingual            | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Inst Asst-Sp Ed CTE            | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Inst Asst-Sp Ed I              | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Inst Asst-Sp Ed II             | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | LVN Health Asst                | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | Office Assistant               | 10-Aug   | 7-Jun    |   |
| 9.50  | 181  | CL181    | School/Comm Liaison            | 10-Aug   | 7-Jun    |   |
| 9.50  | 182  | CL182    | Accounting Asst I              | 9-Aug    | 7-Jun    |   |
| 9.50  | 182  | CL182    | Career Center Tech             | 9-Aug    | 7-Jun    |   |
| 9.50  | 182  | CL182    | Crisis Intervention Consultant | 9-Aug    | 7-Jun    |   |
| 9.50  | 182  | CL182    | Custodian                      | 9-Aug    | 7-Jun    |   |
| 9.50  | 182  | CL182    | Intervention Lab Specialist    | 9-Aug    | 7-Jun    |   |
| 9.50  | 182  | CL182    | Program Specialist             | 9-Aug    | 7-Jun    |   |
| 9.50  | 183  | CL183SEC | Campus Security Asst           | 9-Aug    | 8-Jun    |   |
| 9.50  | 183  | CL183SEC | Campus Security Coord          | 9-Aug    | 8-Jun    |   |
| 9.50  | 183  | CL183SEC | Campus Security Officer        | 9-Aug    | 8-Jun    |   |
| 9.50  | 183  | CL183    | Accounting Asst II             | 8-Aug    | 8-Jun    | Works Dec 19, returns on January 12th                 |
| 9.50  | 183  | CLFSW    | Food Serv Lead                 | 8-Aug    | 7-Jun    |   |
| 9.50  | 183  | CLFSW    | Food Serv Wkr I                | 8-Aug    | 7-Jun    |   |
| 9.50  | 183  | CLFSW    | Food Serv Wkr II               | 8-Aug    | 7-Jun    |   |
| 9.50  | 185  | CL185    | Bus Driver                     | 8-Aug    | 7-Jun    | 2 additional days are FDD Days pd on Jan 9 and June 8 |
| 10.00 | 190  | CL190    | Health Tech                    | 28-Jul   | 7-Jun    |   |
| 10.00 | 191  | CL191    | Outreach Consultant            | 3-Aug    | 14-Jun   |   |
| 10.00 | 191  | CL191    | Staff Secretary                | 3-Aug    | 14-Jun   | Spec Ed   |
| 10.00 | 192  | CL192    | Attendance Tech                | 2-Aug    | 14-Jun   |   |
| 10.00 | 192  | CL192    | Attendance Asst                | 2-Aug    | 14-Jun   |   |
| 10.00 | 192  | CL192    | Career Center Spec             | 2-Aug    | 14-Jun   |   |
| 10.00 | 192  | CL192    | Translators                    | 2-Aug    | 14-Jun   | PVHS & SMHS   |
| 10.00 | 196  | CL196    | Guidance Tech                  | 27-Jul   | 14-Jun   |   |
| 10.00 | 196  | CL196    | Operations Specialist          | 27-Jul   | 14-Jun   |   |
| 10.00 | 196  | CL196    | School Support Secty           | 27-Jul   | 14-Jun   |   |
| 10.50 | 201  | CL201    | Library Asst                   | 27-Jul   | 21-Jun   |   |
| 10.50 | 201  | CL201    | Library Tech                   | 27-Jul   | 21-Jun   |   |
| 10.50 | 202  | CL202    | Translator                     | 2-Aug    | 28-Jun   | RHS   |
| 10.50 | 206  | CL206    | Administrative Asst II         | 20-Jul   | 21-Jun   |   |
| 10.50 | 206  | CL206    | Registrar I                    | 20-Jul   | 21-Jun   | DHS   |
| 11.00 | 211  | CL211A   | Registrar II                   | 6-Jul    | 14-Jun   |   |
| 11.00 | 211  | CL211B   | Student Data Spec              | 21-Jul   | 28-Jun   | Also works Dec 19                                     |
| 11.00 | 215  | CL215    | Administrative Asst III        | 12-Jul   | 26-Jun   |   |
| 11.00 | 215  | CL215    | Student Body Bkpr              | 12-Jul   | 26-Jun   |   |

REGULAR MEETING  
June 21, 2016

## APPENDIX D

Approval of Settlement Agreement for  
Classified Bargaining Unit, Reclassification  
Recommendations and Job Description  
Creation and/or Modification

**Tentative AGREEMENT**  
between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CENTRAL COAST CHAPTER #455

May 12, 2016

The following reflects the full and complete agreement of the California School Employees Association and its Central Coast Chapter #455 (hereinafter "Association") and the Santa Maria Joint Union High School District (hereinafter "District") regarding the 2015-16 reclassification process.

The 2015-16 Reclassification Committee agree on the following recommended changes:

1. The following Association bargaining unit job description shall be revised and are attached to this Agreement:

Administrative Assistant II – School Site (no salary range change)  
Attendance Assistant (no salary range change)  
Attendance Technician (from Salary Range 18 to Salary Range 20)  
Grounds Maintenance Worker II (from Salary Range 20 to Salary Range 21)  
Outreach Consultant (from Salary Range 24 to Salary Range 26)

2. New job descriptions for the following Association bargaining unit classifications shall be created and are attached to this Agreement:

Multilingual and Migrant Education Programs Analyst (Salary Range 20), formerly Language Assessment Assistant II (Range 18);  
Project Analyst (Salary Range 37), formerly Facilities Analyst (Range 34);

3. The following reclassification requests were reviewed and are recommended for change effective 7-1-16:

Unit Members 201516-001 through -009: to newly revised Administrative Assistant II – School Site job description;  
Unit Member 201516-010 through -012: to newly revised Attendance Technician job description;  
Unit Member 201516-013 through -015: to newly revised Grounds Maintenance Worker II job description;  
Vacant Pos. Number 1319: to newly revised Grounds Maintenance Worker II job description;  
Unit Member 201516-016: to newly revised Outreach Consultant job description;  
Unit Member 201516-017: to new Multilingual and Migrant Education Programs Analyst;  
Unit Member 201516-018: to new Project Analyst;





## ADMINISTRATIVE ASSISTANT II – SCHOOL SITE

### BASIC FUNCTION:

Under the direction of an Assistant Principal at a comprehensive school site, perform secretarial and administrative assistance duties to assist the administrator in various areas of site administration; perform public relations and communication services for the administrator.

### REPRESENTATIVE DUTIES:

- Independently compose letters, memoranda and bulletins as directed. **E**
- Participate in budget preparation and maintenance; reconcile monthly statements, compile financial reports; provide information to personnel to resolve budget questions; process purchase requisitions including gathering, reviewing, coding, and verifying funds; maintain filing system. **E**
- Coordinate the assigned office acting as receptionist and primary contact and reference source for staff, students, parents and the public; provide information over the phone or in personal contacts. **E**
- Oversee petty cash and snack bar accounts; prepare checks, make bank deposits, reconcile statements and perform related activities. **E**
- Prepare expulsion packets, and perform related discipline, suspension and expulsion functions; schedule hearings. **E**
- Prepare and arrange for in-services, testing, and arrange for various special events including field trips and graduation ceremonies; prepare appropriate materials including packets, letters, folders, requisitions and others. **E**
- Schedule and coordinate meetings, appointments and conferences for the administrator; make travel arrangements as needed. **E**
- Perform other activities as assigned by the administrator including distributing payroll checks, maintaining site personnel files, and preparing and typing staff evaluations and related information; maintain confidentiality of sensitive information. **E**
- Requisition, receive, store and distribute supplies and office materials; maintain materials and equipment inventory. **E**
- Assist substitute staff by providing information, keys and appropriate materials; secure substitute teachers and assure proper classroom coverage; receive substitute requests and process according to established procedures; maintain accurate records of staff absences. **E**
- Operate a variety of office machines including typewriter, copier, computer terminal and calculator; operate two-way radios as assigned. **E**
- Provide work direction and guidance to student assistants as assigned.
- Attend a variety of meetings as assigned.
- Perform related duties as assigned.

### KNOWLEDGE OF:

Alternative Education programs and procedures.  
Budget preparation and maintenance procedures.  
Modern office practices, procedures and equipment.  
Receptionist and telephone techniques and etiquette.  
Record-keeping techniques.  
Health and safety regulations.  
Correct English usage, grammar, spelling, punctuation and vocabulary.  
Oral and written communication skills.



Applicable sections of State Education Code and other applicable laws.  
Interpersonal skills using tact, patience and courtesy.  
Operation of office machines including computer equipment.

**ABILITY TO:**

Perform and coordinate office, secretarial and clerical work.  
Participate in budget preparation and maintenance; oversee assigned accounts.  
Interpret, apply and explain school and District programs, policies, rules and objectives.  
Work independently with little direction.  
Understand and interpret rules and written directions and apply to specific situations.  
Compose correspondence independently.  
Perform duties effectively with many demands on time and constant interruptions.  
Type 60 wpm net from clear copy; original certificate dated within 6 months is acceptable.  
Make arithmetic calculations quickly and accurately.  
Establish and maintain effective working relationships with others.  
Meet schedules and time lines.  
Plan and organize work.  
Maintain records and prepare reports.  
Work confidentially with discretion.  
Communicate effectively both orally and in writing.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school supplemented by course work in secretarial science or related field and four years of responsible clerical or secretarial experience.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Office environment.  
Constant interruptions.

**PHYSICAL ABILITIES:**

Hearing and speaking to exchange information in person and on the telephone.  
Seeing to read a variety of materials.  
Dexterity of hands and fingers to operate a computer keyboard.  
Sitting for extended periods of time.  
Bending at the waist, kneeling or crouching.

~~07/01/15~~ 07/1/16  
SMJUHS  
Range 24

## ATTENDANCE ASSISTANT

### BASIC FUNCTION:

Under the direction of an assigned supervisor Assistant Principal, perform a variety of clerical duties in support of attendance office.

### REPRESENTATIVE DUTIES:

- Answer multiple line phones to log, document and clear student absences. **E**
- Contact parents/guardians to report and verify excused and unexcused absences. **E**
- Input and update attendance data as required. **E**
- Provide information or assistance to students, parents, staff, and authorities as requested; apply and explain attendance policies and school procedures and regulations. **E**
- Prepare and maintain a variety of records, logs, and files as required. **E**
- Operate a computer and a variety of office machines including a scanner, facsimile, copier, printer and others as assigned. **E**
- Translate for parents or students in a designated second language as required by the position.
- Deliver messages, lunches, gym clothes, and other student belongings to classrooms as needed.
- Plan and organize workload for maximum efficiency.
- Perform related duties as assigned.

### KNOWLEDGE OF:

Operation of a computer and student accounting software system.

Modern office practices, procedures and equipment.

Record-keeping techniques.

Telephone techniques and etiquette.

Correct English usage, grammar, spelling, punctuation and vocabulary oral and written usage of English and a designated second language.

Interpersonal skills using tact, patience, and courtesy.

### ABILITY TO:

Type 45 wpm net from clear copy; original certificate dated within 6 months is acceptable.

Perform a variety of clerical duties in support of attendance office.

Understand and follow oral and written directions.

Communicate effectively with students, parents, staff and the public.

Learn, interpret and explain rules, regulations, policies, and procedures.

Maintain records and prepare reports.

Establish and maintain cooperative and effective working relationships.

Meet schedules and time lines.

Operate a variety of office equipment.

Translate and interpret English and a designated second language.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and some clerical experience.

**LICENSES AND OTHER REQUIREMENTS:**

~~Some positions in this class may require bilingual skills.~~

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Office environment.  
Constant interruptions.

**PHYSICAL ABILITIES:**

Dexterity of hands and fingers to operate a computer.  
Hearing and speaking to exchange information.  
Seeing to read a variety of materials.  
Sitting or standing for extended periods of time.  
Bending at the waist, kneeling or crouching.

~~7/1/03~~ 07/1/16  
SMJUHSD  
Range 15

## ATTENDANCE TECHNICIAN

### BASIC FUNCTION:

Under the direction of an Assistant Principal, perform technical attendance accounting duties to assure accurate accounting of student enrollment and attendance for daily, monthly and annual ADA reports; establish, prepare and maintain related records and files; communicate with staff, students, parents, and community agencies concerning student attendance.

### REPRESENTATIVE DUTIES:

- Perform technical attendance accounting duties to assure accurate accounting of student enrollment and attendance for daily, monthly and annual ADA reports. **E**
- Input and generate attendance data and distribute attendance reports as required; reconcile and adjust attendance reports; submit reports to District office and appropriate personnel.
- Contact parents and guardians by phone or mail to report and verify excused and unexcused absences; maintain related logs and files. **E**
- Prepare re-admit slips, correspondence to parents, forms, summaries, truancy records and other materials as assigned. **E**
- Operate a computer to enter and update attendance data in appropriate student attendance accounting system; ~~withdraw students from the system as appropriate and prepare related records.~~ **E**
- Provide student attendance information to staff, parents and authorities as requested; explain and interpret rules, procedures, precedents and activities as needed; refer parents to guidance personnel or administrators as needed; print student profiles for staff, parents or students as requested. **E**
- Communicate with a variety of District personnel and outside organizations to exchange information, resolve issues or concerns, verify attendance and coordinate activities. **E**
- Operate a variety of office machines including a scanner, facsimile, copier, printer and others as assigned. **E**
- Assure attendance sheets are returned to teacher mailboxes as assigned; assure attendance reports are printed and disbursed to staff members according to established timelines.
- Train and provide work direction to clerical, student, volunteer or other staff involved in the attendance process; ~~prepare materials for night callers or other staff as needed.~~
- Perform related duties as assigned.

### KNOWLEDGE OF:

Attendance and other applicable laws, codes, rules and procedures.

Operation of a computer and assigned student accounting software system.

Modern office practices, procedures and equipment.

Record-keeping techniques.

Correct English usage, grammar, spelling, punctuation and vocabulary oral and written usage of English and a designated second language.

Oral and written communication skills.

Technical aspects of field of specialty.

Interpersonal skills using tact, patience and courtesy.

**ABILITY TO:**

Maintain an accurate attendance accounting system.  
Compile statistical data in a timely and efficient manner.  
Establish and maintain an effective relationship with students and adults in person and on the telephone.  
Interpret and explain attendance laws and school policies, rules, regulations and procedures.  
Operate assigned office machines and equipment.  
Plan and organize work.  
Deal effectively with parents, students and other authorities in difficult situations.  
Establish and maintain logs, records and files.  
Make arithmetic calculations quickly and accurately.  
Type 45 wpm net from clear copy; original certificate dated within 6 months is acceptable.  
Work independently with little direction.  
Determine appropriate action within clearly defined guidelines.  
Meet schedules and time lines.  
Work confidentially with discretion.  
Communicate effectively both orally and in writing.  
**Translate and interpret English and a designated second language.**

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and three years increasingly responsible clerical experience.

**WORKING CONDITIONS:****ENVIRONMENT:**

Office environment.  
Constant interruptions.

**PHYSICAL ABILITIES:**

Hearing and speaking to exchange information in person and on the telephone.  
Seeing to read a variety of materials.  
Dexterity of hands and fingers to operate a computer keyboard.  
Sitting or standing for extended periods of time.

~~7/1/01~~ **07/1/16**

SMJUHSD

Range 18-**20**



## GROUNDS MAINTENANCE WORKER II

### BASIC FUNCTION:

Under the direction of the Plant Manager, perform semi-skilled gardening and grounds maintenance, construction, preventive maintenance and repair duties on assigned school grounds, athletic fields and landscaped areas; operate heavy grounds equipment; plant lawns, trees and shrubs; repair irrigation systems; train and provide work direction to grounds maintenance staff.

### DISTINGUISHING CHARACTERISTICS:

Grounds Maintenance Worker I incumbents are assigned routine groundskeeping duties at an assigned school site. Grounds Maintenance Worker II incumbents perform semi-skilled gardening and grounds maintenance duties on assigned school grounds and landscape throughout the site and perform specialized duties such as landscape construction, repairing irrigation systems and preparing and striping athletic fields for events. Incumbents may provide work direction to grounds staff on special projects.

### REPRESENTATIVE DUTIES:

- Perform semi-skilled grounds maintenance, construction, preventive maintenance and repair services on school grounds and landscaped areas; plant lawns, flowers, trees, shrubs and other vegetation. *E*
- Perform gardening, pruning and grounds work on assigned school grounds; prepare and fertilize soil; fill potholes and reseed lawns; remove trees and bushes as necessary. *E*
- Mix and spray pesticides and other chemical applications for the removal of weeds and other pests as directed. *E*
- Rebuild, renovate and reseed athletic fields as necessary; drag, mark and line athletic fields. *E*
- Lay out, repair and maintain new and existing irrigation systems; dig trenches and lay irrigation pipe. *E*
- **Control, operate and troubleshoot irrigation system, using specialized computer system.** *E*
- **Groom, sanitize and maintain artificial turf.** *E*
- Operate and maintain a variety of power-driven and heavy grounds equipment, including dump trucks, skiploader, tractors, forklift, concrete saw, trenchers, mowers, chain saws and other grounds maintenance tools and equipment; maintain equipment in a safe and proper operating condition; perform welding in the repair and maintenance of fences, gates and other equipment as necessary. *E*
- Remove, form, install and finish concrete; apply cold and hot mix asphalt in the repair and maintenance of school parking lots; install and repair fences as necessary. *E*
- Train and provide work direction to grounds maintenance staff on special projects; assist and train personnel in the proper operation of equipment as necessary.
- Perform related duties as assigned.

### KNOWLEDGE OF:

Operation of grounds equipment and related hand and power tools.

Maintenance and repair of irrigation systems.

Principles and practices of training and providing work direction.

Pesticides and other chemicals used in grounds maintenance.

Semi-skilled grounds maintenance procedures including mowing, edging, raking and weeding.

Methods, equipment and materials used in gardening and groundskeeping work.

Health and safety regulations.

Cultivating, fertilizing, watering and spraying of flowers, trees and shrubs.  
Basic record-keeping techniques.

**Operation of a computer as assigned for the classification.**

**ABILITY TO:**

Provide a DMV printout dated within 2 months.

Perform semi-skilled gardening and grounds maintenance, construction, preventive maintenance and repair duties on assigned school grounds, athletic fields and landscaped areas.

Operate heavy power equipment used in groundskeeping.

Maintain and repair sprinklers and watering systems.

Mow, edge, water, weed, fertilize, rake and cultivate lawns, flower beds, athletic fields and other landscaped areas.

Perform specialized groundskeeping activities, including concrete and asphalt work.

Maintain athletic fields in a safe condition.

Use a variety of tools and machines utilized in the basic trade.

Safely operate power equipment.

Observe legal and defensive driving practices.

**Operate a computer as assigned for the classification.**

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and two years responsible experience in grounds maintenance work including heavy grounds equipment operation.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Outdoor environment.

Subject to extreme weather conditions, dust and noise from equipment operation.

**PHYSICAL ABILITIES:**

Lifting moderately heavy objects.

Bending, kneeling, pushing to operate power tools, equipment and vehicles.

**HAZARDS:**

Exposure to noise from equipment operation.

Working around machinery with moving parts.

Exposure to fumes, smoke or gases, hazardous materials and extreme heat.

~~11/14/96~~ 07/1/16

SMJUHS

Range ~~20~~ 21

## OUTREACH CONSULTANT

### BASIC FUNCTION:

Under the direction of an Assistant Principal, provide consultative services for students involved in specialized instructional and student services programs of the District; compile information related to students and prepare Student Study Success Team and truancy related records and files.

### REPRESENTATIVE DUTIES:

- Provide consultative services for students involved in specialized instructional and student services programs of the District; contact parents/guardians to resolve attendance, behavior or other problems; schedule conferences and in-services; visit homes as needed. **E**
- Compile information related to students and prepare Student Study Success Team (SST) records and files. **E**
- **Compile information and records regarding students referred to truancy related meetings, such as Truancy Mediation Team (TMT) and School Attendance Review Board (SARB) meetings.**
- Schedule meetings with students, parents and staff in a SST format; notify individuals involved; attend and conduct other meetings as assigned. **E**
- Communicate with students, parents, teachers, District personnel and other outreach staff to coordinate activities, exchange information, determine needs, and resolve issues or concerns. **E**
- **Make updates in Student Information Database and attendance system as required for information tracking and sharing.**
- Receive, review and respond to referrals from District or site personnel; research issues as appropriate. **E**
- Monitor student attendance and maintain related records as assigned. **E**
- Identify at-risk and high-risk students; make referrals to counselors or outside agencies as appropriate. **E**
- Operate a computer and other office equipment as assigned. **E**
- Participate in developing programs to assist at-risk students.
- Participate in developing grants and applications for assigned programs as requested.
- Attend conferences and meetings as assigned.
- Perform related duties as assigned.

### KNOWLEDGE OF:

Diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of District students.

Policies and objectives of assigned programs and activities.

Graduation requirements.

Counseling techniques and referral agencies.

Applicable sections of the State Education Code and other applicable rules, regulations and laws.



Interpersonal skills using tact, patience and courtesy.  
Record-keeping techniques.  
Oral and written communication skills.  
Operate a computer and other office equipment as assigned.  
**Correct oral and written usage of English and a designated second language.**

**ABILITY TO:**

Provide consultative services for students involved in specialized programs of the District.  
Prepare Student **Study Success** Team records and files.  
Identify at-risk or high-risk students and determine and evaluate needs.  
Listen to students with patience and understanding.  
Coordinate activities with others to meet the needs of students.  
Communicate effectively both orally and in writing.  
Maintain records and prepare reports.  
Establish and maintain cooperative and effective working relationships with others.  
Analyze situations accurately and adopt an effective course of action.  
Operate a computer and other office equipment as assigned.  
**Translate and interpret English and a designated second language.**

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: ~~bachelor's degree in social services or related field and three years experience in social services work.~~ **Two years college-level course work in a related field and four years experience in related social services work.**

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Office environment.  
Driving a vehicle to conduct work.

**PHYSICAL ABILITIES:**

Hearing and speaking to exchange information.  
Seeing to observe student behavior.  
Dexterity of hands and fingers to operate a computer keyboard.  
Sitting for extended periods of time.

~~4/23/98~~ **07/1/16**  
SMJUHSD  
Range **24-26**

## Multilingual and Migrant Education Programs Analyst

### BASIC FUNCTION:

Under the direction of the Director of Multilingual and Migrant Education Programs, organize and administer the intake and assessment process for English Language Learners, including redesignation. Prepare, collect, submit and analyze data for the District and State testing program and annual accountability reporting for English Learner (EL), Reclassified Fluent English Proficient (RFEP) and Migrant Education Program (MEP) students.

### REPRESENTATIVE DUTIES:

- Organize, schedule and implement summer and regular year English Learner Assessments. **E**
- Coordinate the testing location and schedule at each school for the administration of the English Learner Assessments. **E**
- Organize and assist with the filing of the state designated English Language Development Test reports received from the state. **E**
- Organize the mailing to parents of the state designated English Language Development Test results and information regarding program placement of the English Learners. **E**
- Correct student data in the online state designated English Language Development Test Data Review Module. **E**
- Organize the update of English Learner program placement in Aeries. **E**
- Run monthly queries to identify EL students requiring assessment. **E**
- Monitor EL student class placement in Aeries. **E**
- Communicate with counselors regarding English Learner class placement. **E**
- Order testing materials, inventory delivered materials, organize and arrange for the shipping and return of testing materials at the end of the testing window. **E**
- Run queries to access English Learner data. **E**
- Prepares complex data extracts for internal and external department use.
- Collects data and creates reports for various tracking and reporting purposes.
- Administer language assessments to students whose primary language is other than English, in the areas of English comprehension, speaking, reading, and writing using a state designated assessment instrument. **E**
- Review home language surveys and student cum folders for assessment scores. **E**
- Prepare and maintain EL and Migrant data for required reports. **E**
- Assist parents and school sites with the enrollment/registration of EL & Migrant students (on a supplemental basis). **E**
- Prepare and maintain required folders on each identified EL student per District and State guidelines. **E**
- Identify and implement the protocol for EL students meeting the redesignation criteria. **E**
- Identify, obtain, file and maintain records for district students that have a waiver for primary language instruction. **E**
- Coordinate testing place and time with parents and students. **E**
- Assist in the coordination of a primary language test. **E**
- Operate a computer and appropriate software to update and enter student data. **E**
- Notify parents of meetings and attend meetings as assigned. **E**
- Interpret for English Learner parents as needed/assigned. **E**
- Perform related duties as assigned.

**KNOWLEDGE OF:**

Correct oral and written usage of English and a designated second language.  
Operation of a computer and assigned software, i.e., Windows, Excel, Access.  
The manipulation of EXCEL databases to schedule and track EL students.  
Constructing and utilizing queries to access English Learner data in Aeries.

**ABILITY TO:**

Type 50 wpm net from clear copy; original certificate dated within 6 months is acceptable.  
Translate and interpret English and a designated second language.  
Make appropriate decisions without direct supervision.  
Communicate effectively with co-workers (email, written, oral).  
Understand and follow oral and written instructions.  
Maintain records, file and prepare reports.  
Determine appropriate action within clearly defined guidelines.  
Demonstrated ability to get along well with others.

**EDUCATION AND EXPERIENCE:**

Graduation from high school plus minimum of 30 semester units of college level work  
Demonstrated leadership skills  
Demonstrated office or school related experience involving extensive use of student information systems databases.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California drivers' license

**PHYSICAL ABILITIES:**

Hearing and speaking to exchange information.  
Seeing to monitor students, read a variety of materials, and see a computer screen.  
Bending at the waist, kneeling or crouching to assist students.  
Dexterity of hands and fingers to operate a computer keyboard.  
Sitting or standing for extended periods of time.

07/1/2016  
SMJUHSD  
Range 20

## PROJECT ANALYST

### BASIC FUNCTION:

Under the direction of the Director of Support Services, provide overall support and coordination for construction projects. Maintain manual and computer-assisted record management system used for planning, controlling, and reporting facilities, equipment, and capital outlay projects. Assist the Director in the facilitation of the construction process so that planned renovation and new construction goals can be met. Perform a variety of clerical and administrative related tasks.

### REPRESENTATIVE DUTIES:

- Maintain complex technical records for all district construction projects. *E*
- Prepare, evaluate and file applicable state facility forms. *E*
- Prepare construction contracts, purchase requisitions and all other necessary paperwork for facility and construction projects. Initiate bid process for new projects as determined by project schedule. Assure all steps are complete from bid development through bid award. *E*
- Research, process and resolve problems related to licenses, bonds and insurance on all contractors for construction projects. *E*
- Periodically tour construction sites to evaluate project completion vs. schedule and identify problem areas. *E*
- Prepare and maintain records, reports, data and statistics. *E*
- Attend construction progress meetings. *E*
- Review all construction and maintenance projects and assist in the preparation of estimated cost projections. *E*
- Prepare correspondence, procedure manuals and other written materials to include construction project progress reports. *E*
- Maintain overall district construction program schedule, including long-term and short-term facilities planning, in accordance with the District's master plan. Analyze progress, identify problems and make recommendations. *E*
- Track RFP and bid documents for accuracy and compliance. *E*
- Track labor compliance requirements for projects. *E*
- Coordinate purchases for new furniture and equipment for construction projects. Evaluate infrastructure needs for utilities, communications, alarm systems and other specialty needs to assure timely delivery. *E*
- Track preliminary notices and stop notices and report to Director as necessary. *E*
- Coordinate facility acquisition and/or removal as applicable. *E*
- Review and distribute construction documents. *E*
- Work with architect to implement approved changes and revisions to existing plans at the direction of the Director. *E*
- Participate in the oversight of construction projects to completion at the direction of the Director. *E*
- Communicate and coordinate with District Managers and other district staff on construction planning, scheduling and impacts. *E*
- Review and reconcile contractor payment applications; facilitate resolution. *E*
- Participate in budget preparation for assigned funds and projects. *E*
- Maintain construction project records to ensure cost containment. *E*
- Monitor all aspects of change orders; review contractor change order proposals, claims for increases in time, and budget with Director. *E*
- Maintain record retention, audits and organization of construction files. Collect and distribute closeout documents. *E*
- Coordinate utility and service applications, installations and start-ups. *E*
- Communicate with regulatory agencies at state and local levels, as necessary, to ensure compliance with all design and building codes. *E*

- Coordinate contractors and inspection agencies during construction. *E*
- Related duties as assigned.

**KNOWLEDGE OF:**

Construction management methods and practices.

Budget and report preparation and maintenance procedures.

Recordkeeping techniques.

Statistical procedures and math skills

Operation of a modern office equipment.

Oral and written communication skills.

Applicable sections of the Education Code, Public Contract Code, and other applicable codes, laws, rules and regulations.

**ABILITY TO:**

Coordinate construction projects.

Meet schedules and timelines.

Communicate effectively, both orally and in writing, in a clear and concise manner.

Establish and maintain cooperative and effective working relationships with staff and employees from other agencies.

Maintain complex technical records and prepare reports.

Plan, prioritize and schedule work.

Maintain current knowledge of technological advances in the field.

Perform duties effectively with constant interruptions and many demands on time.

**EDUCATION & EXPERIENCE:**

Two year college degree in related field required. Courses in accounting, business practices, and computers required. Two years experience in purchasing and construction related financial systems preferred. Experience in related areas will be considered.

**LICENSES AND OTHER REQUIREMENTS:**

- Valid California driver's license.

**WORKING CONDITIONS:**

- Office environment.
- Constant interruptions.
- Occasionally outside on construction sites.
- Driving a vehicle to conduct work.

**PHYSICAL ABILITIES:**

- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting for long periods of time.
- Hearing and speaking to exchange information.
- Seeing to read a variety of materials.
- Occasional climbing of ladders, reaching overhead and horizontally, walking over rough or uneven surfaces, bending at the waist, kneeling or crouching, and lifting heavy objects up to 50 pounds.

07/1/16

SMJUHSD

Range 37

REGULAR MEETING  
June 21, 2016

## APPENDIX E

Ratification of CSEA Labor Agreement



**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 18, 2016

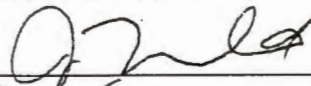
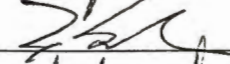
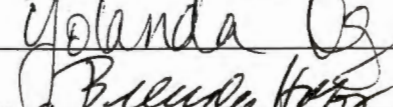
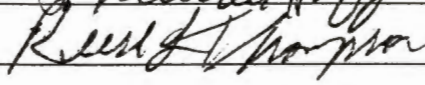
The following reflects the full and complete agreement of the California School Employees Association and its Central Coast Chapter #455 (hereinafter "Association") and the Santa Maria Joint Union High School District (hereinafter "District") regarding a successor Collective Bargaining Agreement between the District and Association commencing July 1, 2016, through June 30, 2019.

The attached tentative agreements shall constitute all changes to the current 2013-16 Collective Bargaining Agreements with no changes being made except as noted herein. The attached tentative agreements are:

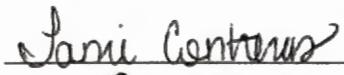

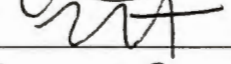
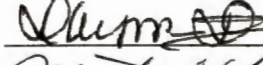
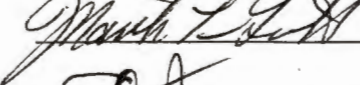
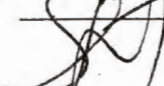
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|---|--|
| Article 1 – Recognition                     | Article 14 – Safety                              |
| Article 2 – Hours of Employment             | Article 16 – Organizational Rights               |
| Article 3 – Pay and Allowances              | Article 17 – Organizational Security             |
| Article 4 – Health and Welfare Benefits     | Article 20 – Layoffs and Reductions              |
| Article 5 – Employee Expenses and Materials | Article 24 – Discipline                          |
| Article 6 – Holidays                        | Article 26 – Transportation                      |
| Article 7 – Vacations                       | Article 27 – Term and Renegotiation              |
| Article 8 – Leaves of Absence               | Appendix A – Unit Classifications (alphabetical) |
| Article 9 – Job Vacancies                   | Appendix B – Unit Classification (job family)    |
| Article 10 – Transfers                      | Appendix C – 2016-17 Classified Salary Schedule  |
| Article 12 – Evaluation Procedures          | Appendix E – Grievance Form                      |
| Article 13 – Grievance Procedures           | Appendix F - Grounds Rules for Negotiations      |

Tentatively agreed to this 18<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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 Yolanda O.  
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FOR THE ASSOCIATION:

  
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## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

February 24, 2016

### ARTICLE 1 RECOGNITION

1.1 The District confirms its recognition of the Association as the exclusive representative for all bargaining unit employees excluding all other positions not specifically enumerated in Appendix A. which includes, but is not limited to, positions listed in 1.2, 1.3 and 1.4.

~~1.1.1 Incumbent employees in positions formerly designated as Confidential employees (see 1.1.2) shall be grandfathered into the Classified unit at the Confidential unit salary schedule, which shall be placed on Appendix B as specific line items, until these specific employees vacate the designated positions.~~

~~1.1.2 When an incumbent employee vacates the position, the replacement position will change as follows:~~

~~—— Payroll & Benefits Specialist Range 26~~

~~—— Personnel Technician Range 26~~

1.2 **All management, supervisory, confidential, professional experts, substitute and short-term employees (as defined in Education Code 45103(b)(1) and (2)), walk-on coaches, certificated staff, and student workers shall be excluded from the unit.**

Management Classified Personnel:

~~Assistant Superintendent of Business Services~~

~~Budget Manager~~

~~Director of Facilities and Operations~~

~~Director of Fiscal Services~~

~~Director of Information Systems~~

~~Director of Support Services~~

~~Energy Manager~~

~~Food Service Manager~~

~~Plant Manager~~

~~Transportation Manager~~



1.3 Confidential Employees:

|  |  |
|--|--|
| <del>Accountant C</del>                              | <del>Business</del>                        |
| <del>Administrative Assistant IIC</del>              | <del>Secretary to the Assistant</del>      |
|  | <del>Superintendent/Human Resources</del>  |
| <del>Executive Assistant to the Superintendent</del> | <del>Secretary to the Superintendent</del> |
| <del>Superintendent</del>                            |  |

**Accountant-Confidential**  
**Administrative Assistant-Human Resources, Confidential**  
**Executive Assistant to the Superintendent**


1.4 Others:

~~Substitute Employees as defined in Education Code 45103(d)(1)~~  
~~Short Term Employees as defined in Education Code 45103(d)(2)~~


The District agrees to consult with the Association on the inclusion of new positions within the Confidential unit set forth above.

Tentatively agreed to this 24<sup>th</sup> day of February 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.


FOR THE DISTRICT:


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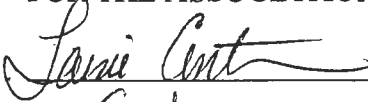


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FOR THE ASSOCIATION:



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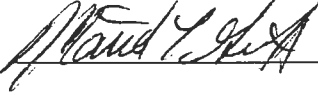

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## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

March 24, 2016

### ARTICLE 2 HOURS OF EMPLOYMENT

2.1.1 The regular work week of a full-time unit member shall be forty (40) hours, Monday through Friday, and the regular work day shall be eight (8) hours exclusive of a duty-free meal period of no less than thirty (30) minutes as assigned by the District **in accordance with other provisions of this Collective Bargaining Agreement.** A calendar week shall be defined as Monday through Sunday.

**The work week of a full-time unit member working a non-traditional work week shall include five (5) work days and two (2) consecutive days off.** ~~Notwithstanding the above, a Custodians or Grounds Maintenance Worker I,~~ whose initial date of employment ~~commences after~~ **is before** May 1, 1986, may be assigned to a work week which includes any consecutive five (5) days of the week **shall maintain their regular work-week schedule and will not be assigned a non-traditional work week.**

2.1.2 ~~The regular work week of any full time employee whose regularly scheduled work day ends after 8:00 p.m. shall be forty (40) hours and the regular work day shall be eight (8) hours, inclusive of a paid duty free meal period of thirty (30) minutes as assigned.~~ **Evening Custodians whose regularly assigned work day ends after 7:00 p.m. shall receive a Shift Differential as noted in Article 3.9 of this Collective Bargaining Agreement.**

#### **2.9 Increased Hours and/or Workdays for Part Time Employees**

**In the event hours and/or workdays for a position are increased on a permanent basis, the incumbent shall first be offered the increase. Should the incumbent not accept the increased hours and/or work days, the District shall, in seniority order, offer those hours and/or workdays to employees in the same classification and at the same worksite. Should no employee at that worksite accept those increased hours and/or workdays, the position may be posted and all members of the classification may apply. All of those applicants shall be given an interview.**

**2.10 Workload Concerns**

**Bargaining unit members who feel that their workload has exceeded their ability to safely and effectively complete their assigned duties shall be encouraged to discuss their concerns with their immediate supervisor who shall assess their assigned duties, and where they feel appropriate, prioritize or adjust those duties.**

All other provisions of this Article remain unchanged.

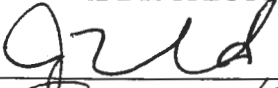
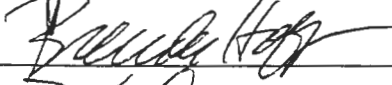

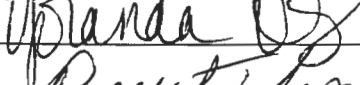
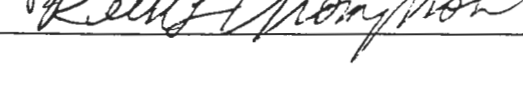
Additionally, a new Section of Article 3 of this Collective Bargaining Agreement shall be added as follows:

**3.9 Shift Differential**

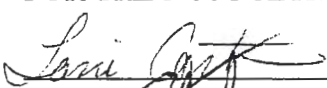
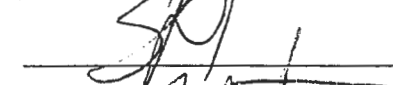

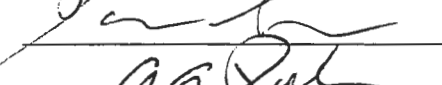
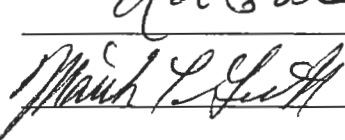
**Evening Custodians whose regularly assigned work day ends after 7:00 p.m. shall receive a Shift Differential equal to five percent (5%) above their monthly base salary for all time worked. This Shift Differential shall be pensionable under CalPERS to the extent permitted by law and CalPERS regulations.**

Tentatively agreed to this 24<sup>th</sup> day of March 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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**TENTATIVE AGREEMENT**  
between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 12, 2016

ARTICLE 3  
PAY AND ALLOWANCES

The Parties agree that all steps and ranges of the salary schedule (Appendix C of this Collective Bargaining Agreement) shall be raised by ~~six point zero seven percent (6.07%) effective July 1, 2015.~~  
**three percent (3.0%) effective July 1, 2016.**

**In addition to any compensation improvements negotiated for fiscal years 2017-18 and 2018-19, the District agrees to have a salary study for all bargaining unit classifications completed no later than June 30, 2018. The results and recommendations for salary improvements shall be presented to the Association with implementation to be negotiated between the parties. Negotiations between the parties shall occur no later than thirty (30) calendar days after the study is completed. The District and Association shall mutually agree upon the school districts to be used for salary comparison purposes. School Districts shall be a mix of local districts and districts of similar enrollments statewide.**

3.3 Longevity **Pay**

3.3.1 All bargaining unit members shall be eligible for longevity pay, **as follows:** according to the following schedule.

~~Beginning with Year Percent of Monthly Base Salary~~

**Beginning with 6-10 years of employment, 1.5% of monthly base salary;**  
**Beginning with 11-15 years of employment, 2.0% of monthly base salary;**  
**Beginning with 16-20 years of employment, 2.5% of monthly base salary;**  
**Beginning with 21-25 years of employment, 3.5% of monthly base salary;**  
**Beginning with 26-30 years of employment, 4.5% of monthly base salary;**  
**Beginning with 31+ years of employment, 5.0% of monthly base salary.**

Increments for part-time employees shall be prorated accordingly.

3.3.2 In determining eligibility for such longevity **pay**, the following leaves do not constitute a break in service.

3.3.2.1 Time spent on earned vacation, sick leave, bereavement leave, industrial accident or illness leave, or FMLA for which salary benefits are provided by the District, and on military leave.

3.3.3 Time served while on substitute or short-term assignment and/or time not in the service of the District exceeding twenty (20) consecutive work days constitutes a break in service.

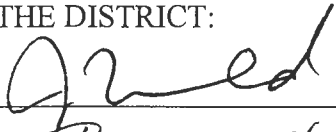
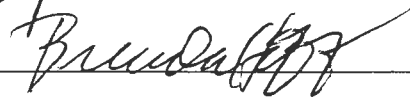
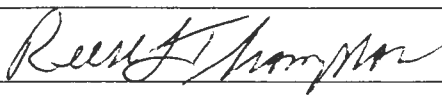
3.3.4 The service applicable toward longevity pay eligibility shall commence on the beginning date of last continuous employment.

**3.3.5 Longevity pay shall be considered pensionable compensation as allowed under CalPERS guidelines and law.**



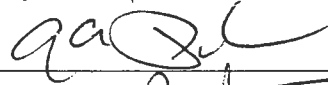




All other provisions of this Agreement shall remain unchanged.

Tentatively agreed to this 12<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 18, 2016

**ARTICLE 4  
HEALTH AND WELFARE BENEFITS**

4.1.4 A full time employee is defined for health benefits only as indicated in 4.1.4.1.

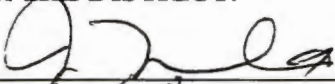
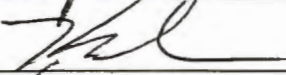
4.1.4.1 All full-time employees working eight (8) hours per day, twelve (12) months per year, shall be required to enroll in the CSEA approved Base Plan, **at a minimum**. Enrollment is a condition of employment.

4.1.4.2 The health benefit package offered to classified employees will consist of plans selected by the Association, **as allowed by the provider. Additional plans may be offered as required by state and/or federal law.** Only employees who work five (5) or more hours per day are eligible to participate in the District health benefit plan. The District contributions are presented in Appendix D.

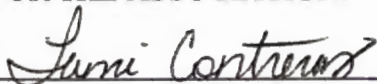
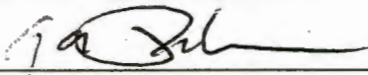
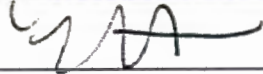

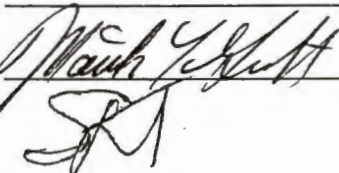

All other provisions of this Article remain unchanged.

Tentatively agreed to this 18<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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Yvonda Ott  
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Frederic Hogg  
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Rick Thompson  
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FOR THE ASSOCIATION:

  
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## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 12, 2016

### ARTICLE 5 EMPLOYEE EXPENSES AND MATERIALS

- 5.1.1 The District will provide ~~shirts and pants~~ uniforms for mechanics, maintenance, warehouse, grounds maintenance, custodians, bus drivers, and IT staff to be professionally cleaned at the District's expense.
- 5.1.5 The District will provide a seasonally appropriate, black or blue SMJUHSD security vest, with reflective lettering, and a hat (as needed) to Campus Security Assistants and Security Coordinators, to be cleaned and maintained by the District. The vest is to be worn over the outermost garment for easy identification.
- 5.1.5.1 The Site may also provide site-specific shirts to be worn by security staff in lieu of the vests. The employee will be responsible for laundering and for the general repair of the security shirt.**
- 5.1.7 All employees listed in this Article shall be required to wear the uniforms, ~~or vests, or security shirts~~ issued by the District during their working hours. If a hat or jacket is worn, it must be the District-provided hat or jacket only.
- 5.2 Medical Examination
- 5.2.1 The District will pay for the cost of any medical examination required by the District for continued employment. The Superintendent may select or approve the doctor. **The doctor selected shall be a State of California licensed physician. The District shall only require a medical examination of current employees if they have directly observed performance problems or symptoms which may indicate that the employee may have a medical condition that will prevent them from performing their essential job functions or pose a direct threat to staff, students, and/or the public. When the District is asking for a fitness for duty examination, they shall provide the doctor with a copy of the affected employee's job description. The doctor shall only be asked to determine whether or not the affected employee can perform the duties found in that job description. If the doctor determines that the employee cannot, the District shall ask the doctor to provide any limitations and if those limitations are temporary or permanent in nature. The District shall commence an interactive process with the employee to determine reasonable accommodations regarding any limitations. The employee may be represented by CSEA in this process should they choose to be.**





**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
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and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

February 24, 2016




ARTICLE 6  
HOLIDAYS

6.1.4 For an employee who works a non-traditional work-week, if a holiday falls on a scheduled day off, the **holiday will be observed as follows: If the scheduled holiday falls on the first day of the employee's two (2) consecutive days off, the holiday will be observed on the work day immediately before the scheduled holiday. If the scheduled holiday falls on the second day of the employee's two (2) consecutive days off, the holiday will be observed on the work day immediately after the scheduled holiday.** ~~employee will take the next available work day off within the same calendar work-week. Refer to Article 2.1.1 for the definition of a calendar week.~~

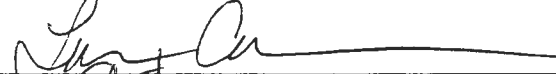




All other provisions of this Article shall remain unchanged,

Tentatively agreed to this 24<sup>th</sup> day of February 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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## TENTATIVE AGREEMENT

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

March 24, 2016

### ARTICLE 7 VACATIONS

7.1 A new employee of the classified service shall not be eligible to take more than six (6) days, or the proportionate amount to which entitled, until the first day of the calendar month after completion of six (6) months of continuous service with the District. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. A vacation may be granted an employee during the probationary period only under certain circumstances and upon approval of the District. ~~All vacation days earned must be taken within twenty-four (24) months of accrual.~~ (Moved to 7.2.2)

7.2.1 Vacation must be scheduled in advance and must be taken at times mutually agreed upon by the employee and the District. Requests **by employees for vacation of five (5) days or longer must be made to the immediate supervisor in writing a minimum of ten (10) working days in advance and shall be approved or denied by the immediate supervisor within three (3) working days of the submittal.** All requests for vacation must be made in writing and approved by the District **immediate supervisor prior to the employee being absent.** At the request of the employee, any vacation request that is denied shall be reviewed at a meeting with the Assistant Superintendent of Human Resources, management, the employee and a representative from CSEA. ~~Whenever a vacation period includes any declared holidays, it shall be extended by the number of days equal to said included holidays.~~ (Moved to 7.2.6)

7.2.2 ~~Vacation must be scheduled in advance and must be taken at times mutually agreed upon by the employee and the District.~~ (Moved to 7.2.1)

All vacation days earned must be taken within twenty-four (24) months of accrual. In the event the employee's balance may exceed the twenty-four (24) months accrual by the end of the fiscal year ~~as noted in 7.1,~~ a written plan between the employee and management will be established in order to meet this requirement. If no written plan is developed, the matter shall be referred to Human Resources for resolution. **Should a mutual agreement on a vacation plan not be reached and/or implemented, Human Resources and the Association shall explore alternative resolutions which may include, but not be limited to, a revised/alternate plan, payout, or other potential solutions. In no case shall an employee ever stop earning vacation.** Requests for vacation must be made in writing and approved by the District. (Moved to 7.2.1) ~~Leave without pay shall not be granted if a unit member has accumulated vacation.~~ (Moved to 7.2.7) ~~At the request of the employee, any vacation request that is denied shall be reviewed at a meeting with the Assistant Superintendent of Human Resources, management, the employee and a representative from CSEA.~~ (Moved to 7.2.1)

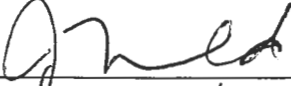
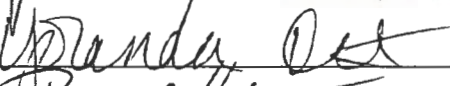

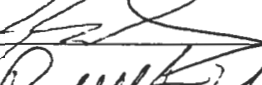
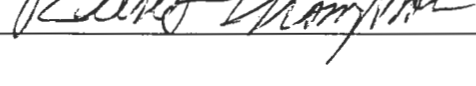
7.2.6 Whenever a vacation period includes any declared holidays, it shall be extended by the number of days equal to said included holidays.

7.2.7 Leave without pay shall not be granted if a unit member has accumulated vacation.



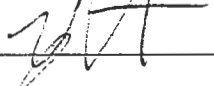

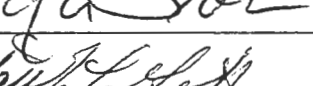
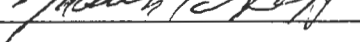
All other provisions of this Article remain unchanged.

Tentatively agreed to this 24<sup>th</sup> day of March 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 18, 2016

### ARTICLE 8 LEAVES OF ABSENCE

8.1.3 For those absences not requiring prior approval, unit members must notify the site administrator or named site designee of their need to be absent ~~within one (1) hour~~ **prior to the start** of their normal reporting time or their leave compensation will be withheld.

8.1.3.1 Night Custodians, **Food Service staff**, and transportation personnel must contact their supervisor at least one (1) hour prior to their normal reporting time.

#### 8.5 Sick Leave

8.5.9 Once a year, each regular unit member shall be entitled to additional non-accumulated sick leave in an amount that when added to his/her accumulated sick leave shall not exceed one hundred (100) working days. Such days of sick leave shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary.

**8.5.9.1** When a unit member's accumulated sick leave is exhausted, he/she may ~~authorize~~ **request** the district to use any accumulated vacation to supplement the fifty-percent (50%) sick leave pay until such accumulated vacation leave is exhausted. ~~It is the employee's responsibility to notify the~~ **Requests are made through the** Human Resources Department, ~~in writing,~~ ~~of their authorization to utilize their accumulated vacation in this manner.~~

#### 8.5.11 Kin Care

**Bargaining unit members may use up to one-half of their annual accrual of sick leave for the care of a parent, child, spouse, or domestic partner, parent-in-law, sibling, grandchild, or grandparent for the diagnosis, care, or treatment of an existing health condition or preventative care.**

## 8.9 Family Care and Medical Leave

**The District will provide family care and medical leave in accordance with all state and federal provisions. Bargaining unit members may review the provisions of the Family Medical Leave Act (FMLA) at: [www.dol.gov/whd/fmla/](http://www.dol.gov/whd/fmla/).**

8.9.1 Family members included in Family Medical Leave are as follows:

~~8.9.1.1 The employee's child under the age of 18.~~

~~8.9.1.1.1. The term "child" means a person under the age of 18 who is the employee's biological, adopted, or foster child, stepchild, or legal ward, or to whom the employee stands "in loco parentis." (Government Code §12945.2(c)(1));~~

~~a. "In loco parentis" means that in relationship to a person under the age of 18, or to a person who is a dependent adult, the employee stands in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship. (2 C.C.R. §7297(e)(1))~~

~~b. Effective January 2, 2004, California's new RDP law will expand this definition to include the child of an employee's Registered Domestic Partner.~~

~~8.9.1.2 The employee's child over the age of 18 who is incapable of self care due to physical or mental disability within the meaning of Government Code §12926(i) (k). (2 C.C.R. §7297.0(e)).~~

~~8.9.1.3 The employee's parent.~~

~~8.9.1.3.1. The term "parent" means the employee's biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. (Government Code §12945.2(e)(7)).~~

~~a. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Parent does not include parent-in-law. (2 C.C.R. §7297.0(i)).~~

~~8.9.1.4 The employee's "spouse", i.e., the employee's current husband or wife in a legal marriage or the employee's current Registered Domestic Partner.~~

~~8.9.1.4.1. The term "spouse" is defined as a partner in marriage between a man and a woman (2 C.C.R. §7297.0(p); Family Code §300). California law does not recognize "common-law" marriage.~~

~~8.9.1.4.2. However, effective January 1, 2005, California's new Registered Domestic Partner law will require that RDP's are entitled to the same statutory benefits as "spouses".~~

~~8.9.1.4.3. Except for RDP's, persons living together without benefit of marriage are not entitled to CFRA family care leave, such as men and women living as unmarried co-habitants or same-sex~~



couples who are not RDP's.

- ~~8.9.2 Family members not included in CFRA/FMLA family leave:
  - ~~8.9.2.1 Independent, adult children of the employee.~~
  - ~~8.9.2.2 A "common law" husband or wife, i.e., a different sex partner of the employee who is not legally married to the employee;~~
  - ~~8.9.2.3 A same sex partner of the employee who is not a Registered Domestic Partner;~~
  - ~~8.9.2.4 The employee's former husbands, wives, former common-law partners, and former Registered Domestic Partners;~~
  - ~~8.9.2.5 Grandchildren and step-grandchildren of the employee;~~
  - ~~8.9.2.6 Grandparents and step-grandparents of the employee;~~
  - ~~8.9.2.7 Brothers and sisters and step-brothers and step-sisters of the employee;~~
  - ~~8.9.2.8 Aunts, uncles, and cousins of the employee;~~
  - ~~8.9.2.9 In-laws of the employee.~~~~
- ~~8.9.3 An employee with twelve (12) months of paid service and who has at least 1,250 hours of service with the District during the previous twelve (12) months may request unpaid family care and medical leave for up to twelve (12) work weeks during a fiscal year for one of the following reasons:
  - ~~8.9.3.1 The birth of a child of the employee, or the placement with the employee of a child in connection with an adoption or foster care;~~
  - ~~8.9.3.2 To care for an employee's child, parent or spouse/domestic partner who has a serious health condition;~~
  - ~~8.9.3.3 The employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.~~~~
- ~~8.9.4 "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.  
"Parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.  
"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider.~~
- ~~8.9.5 An employee who requests leave to care for a child, a spouse/domestic partner, or a parent who has a serious health condition may be required to submit a certificate from the health care provider verifying the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring the care, and a statement that the affected individual's condition warrants the participation of a family member to provide care. If additional leave is needed after the time estimated by the health care provider expires, the employee shall provide re-certification in the same manner specified above.~~
- ~~8.9.6 If an employee's need for family care and medical leave is foreseeable,~~

~~reasonable advance notice shall be given. Where the need for family care and medical leave is known more than thirty (30) days before the leave is to begin, the employee must provide thirty (30) days written notice to the Assistant Superintendent of Human Resources. Where the need for a leave becomes known less than thirty (30) days before the leave is to begin, whenever possible the employee is to give five (5) days written notice. When leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.~~

- ~~8.9.7 When leave is taken pursuant to Section 8.9, the employee shall be required to use accrued vacation leave and/or personal necessity leave. FMLA and the employee's leave time shall run concurrently. If an employee requests leave for his/her own serious health condition, the employee shall be required to use all accrued sick leave in addition to other accrued leave.~~
- ~~8.9.8 Leave taken for disability on account of pregnancy, childbirth or related medical condition shall be taken pursuant to Government Code §12945 and shall be taken in addition to family care and medical leave. Such leave shall be afforded the same rights as medical leave under the Family and Medical Leave Act (FMLA), allowing the employee to maintain District offered health coverage, unless District offered health coverage was waived by the employee during the thirty (30) day open enrollment period.~~
- ~~8.9.9 An employee on unpaid family care and medical leave shall continue to be eligible for health insurance for twelve (12) work weeks during a fiscal year at the level and under the conditions coverage would have been provided if the employee had continued in active employment. The District may recover the District's contribution to the employee's health coverage if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take family care and medical leave or for other circumstances beyond the employee's control.~~
- ~~8.9.10 When both parents are employed by the District, "child rearing" leave connected with the birth, adoption or foster care of a child shall cumulatively be no greater than twelve (12) work weeks.~~
- ~~8.9.11 At the conclusion of the family care and medical leave, the employee shall be returned to the same position classification held by the employee and at the same worksite the employee worked at prior to the commencement of the leave.  
*(This is not the full text or limitations of the law. Please refer to the Human Resources Department for further explanation.)*~~



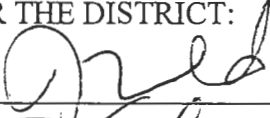
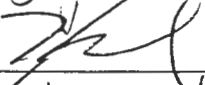

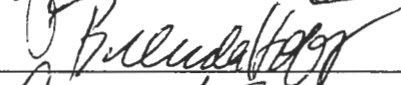
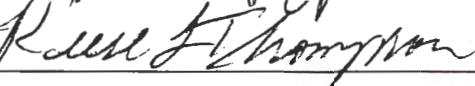
8.10 Floating Discretionary Days

8.10.1 All **bargaining unit** members of the Association shall be provided two (2) non-accumulative Floating Discretionary Days (FDD) off each fiscal year, to be taken at any point during the fiscal year, upon prior approval of their immediate supervisor. **FDD days shall be requested and receive approval prior to May 1 of each year, for use by June 30 of the same year.** If it is not used prior to June 30, each year, the floating discretionary days off are forfeited.


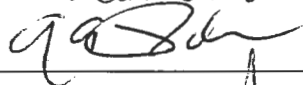
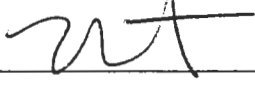
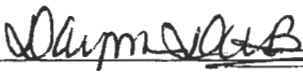


All other provisions of this Article remain unchanged.

Tentatively agreed to this 18<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

April 8, 2016

**ARTICLE 9  
JOB VACANCIES**

9.1 Job Vacancy Posting

- 9.1.1 All unit vacancies shall be posted on bulletin boards at each work site and a copy ~~delivered~~ **sent** via electronic mail to all bargaining unit members by the District not less than seven (7) days at designated work locations prior to being permanently filled. Any employee may apply for a vacant position with the Human Resources Department. **Bargaining unit transfer requests shall be considered pursuant to Article 10 prior to any hiring process being initiated by the District.**
- 9.1.2 For the purpose of this provision, a **unit** vacancy is any unit position which is new, vacated or which remains unfilled **for more than sixty (60) calendar days, after any transfer reassignment, and/or extended leave of more than sixty (60) calendar days. Posting does not apply to any unit position held by a unit member who is on an approved leave and has rights to return to their position (for example, a unit member on sick leave, extended sick leave, Industrial Accident and Illness Leave, workers' compensation, Family Medical Leave, etc.).**
- 9.1.3 Applicants who meet the job vacancy qualifications and the District-established guidelines of the screening process will be eligible for an interview.
- 9.1.4 Any employee on leave or layoff who has requested notification of a specific job vacancy and has provided a self-addressed stamped envelope to the Human Resources Department will be mailed a notice of such vacancy.
- 9.1.5 A unit member has the option of taking a written test for any position in the District even if that position currently does not have a vacancy. The test may only be taken once in a six (6) month period, unless a new vacancy occurs. The most recent score on the current test will be the prevailing score. For the purposes of this section, employees shall use their personal time.
- 9.1.6 The District shall take into consideration seniority when all else is equal.
- 9.1.7 The CSEA Chapter President shall be notified a minimum of five (5) working days prior to all interviews.

9.2 Temporary Higher Classification Vacancy

9.2.1 In the absence of the regular incumbent, employees who have previously qualified through the District testing process shall be offered the opportunity to work in a higher classification. The most senior employee in the next highest classification shall be selected to work in a higher classification when all other qualifications are equal. The following sequence of eligibility shall be utilized:

- a. Site
- b. Within job family district wide
- c. Outside job family district wide
- d. 39-month rehire list
- e. Outside relief personnel

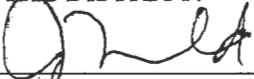
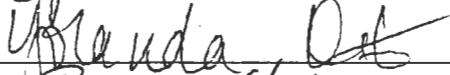
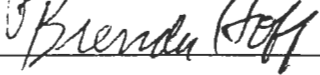

9.2.2 The District retains the right to fill, or not fill, the position. Substitute or outside relief personnel, if needed, shall be brought in at the lower classification in the department or work site after all higher classifications have been filled by unit members.

9.2.3 ~~Vacancies of more than sixty (60) calendar days will be treated in accordance with Article 9.1.2.~~

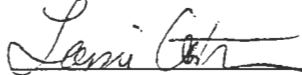

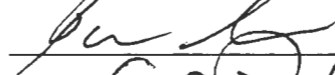

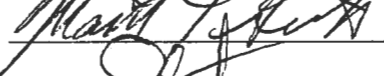

9.2.4 If an employee is placed in a temporary higher classification assignment or a temporary vacancy and during the course of the temporary assignment is selected to fill said position on a permanent basis, the hours worked in the temporary assignment shall be counted as time served toward the probationary period in that position. Evaluation procedures shall be the same as for regular promotional assignments. Seniority shall be accrued from the first day of the temporary assignment to such position if the unit member is selected to fill the position on a permanent basis.

Tentatively agreed to this 8<sup>th</sup> day of April 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

April 8, 2016

### ARTICLE 10 TRANSFERS

10.1 A transfer is defined as a change of job site, **and/or a change from one assignment to another assignment** within the same position classification. **Changes of work schedules shall be handled pursuant to Article 2.**

#### **10.2 Voluntary Transfers**

**10.2.1 Any unit member may request a transfer at any time. Such requests shall be made on a Transfer Request Form that is mutually agreed upon by the District and CSEA. The completed Transfer Request Form shall be submitted to the Human Resources Office. Transfer Request Forms shall remain active for the fiscal year in which submitted. New transfer requests shall be submitted in order to be considered for a new fiscal year.**

**10.2.2 Unit members requesting a transfer shall be informally interviewed by the approving supervisor where the opening exists. Transfer applicants shall be timely notified of the result of that interview.**

**10.2.3 Transfers shall be considered prior to any positions being posted for hiring pursuant to Article 9.**

#### **10.3 Involuntary Transfers**

Transfers of unit members may be initiated by the District. Prior to making the decision on the transfer, a conference will be held with the unit member, and a representative of the Association in order to discuss the reasons for the transfer.

10.3.1 The reasons for a transfer may include, but shall not be limited to:

10.3.1.1 A change in enrollment or workload.

10.3.1.2 Resolution of employee/employer conflicts not encompassing the abilities or suitability of the employee.


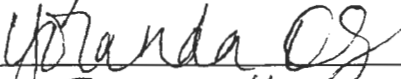
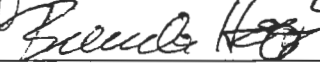

10.3.1.3 The needs and efficient operation of the District which shall not be arbitrary and capricious.

10.3.2 Any unit member with permanent status may submit a letter of intent and/or resume to the Human Resources Department as their request to transfer to an open position within their job classification. Unit members applying for transfers will be interviewed and/or notified of their status relative to the vacancy.



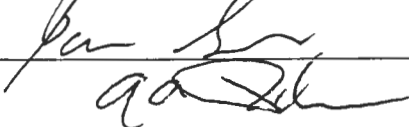
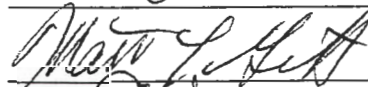

**Involuntary Transfers shall not be made for punitive reasons, and if for disciplinary reasons shall only occur after the affected unit member has been afforded their due process rights prior to implementation of any such transfer.**

Tentatively agreed to this 8<sup>th</sup> day of April 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 12, 2016

**ARTICLE 12  
EVALUATION PROCEDURES**

**The evaluation process is intended to provide objective feedback to an employee from their immediate supervisor (management or supervisory district employee) to ensure satisfactory or better performance of assigned duties within their job description. It is not to be used as discipline, but can be used to inform the employee of less than satisfactory performance in an effort to have that performance improve to satisfactory or better levels within an appropriate timeframe.**

12.6 The supervisor shall identify employee strengths and weaknesses. If weaknesses are identified, the supervisor and employee shall discuss how the weaknesses might be improved.

**12.6.1 If an immediate supervisor has a concern about an employee's work performance, they shall bring that concern to the attention of the employee in a timely manner. The employee should be provided with an opportunity to provide their perspectives and to correct any concerns of the immediate supervisor.**

**12.6.2** The supervisor shall provide assistance to the employee, including a specific improvement plan **for any less than satisfactory performance evaluations**. A date for the preparation of ~~another~~ **a follow-up evaluation which allows reasonable time for improvement and review will be identified at the time of the evaluation containing a specific improvement plan. That follow-up evaluation shall allow no less than thirty (30) working days to allow for improvement, and shall also be completed no less than sixty (60) working days from the original evaluation.**

**12.6.3 Any information used for an employee's performance evaluation that was not a result of the immediate supervisor's direct observation, shall be noted in the performance evaluation, and the person who provided the information used in that evaluation shall be identified to allow the employee the opportunity to provide a meaningful rebuttal to the evaluation.**





## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 18, 2016

### ARTICLE 13 GRIEVANCE PROCEDURES

- 13.1 The purpose of ~~this procedure~~ **these grievance procedures** is to secure at the lowest possible ~~administrative level, equitable~~ **mutually agreeable** solutions to the problems which may arise concerning the application of this Agreement.

Any grievance based upon a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Human Resources Department. The decisions of the Human Resources Department may be appealed to the Superintendent in writing pursuant to the procedures in Level **3 H**.

#### 13.2 Definitions:

- 13.2.1 A "grievance" is any written alleged violation of a provision of this Agreement, filed by one or more specifically named employees in the unit, or by the Association on behalf of the unit.
- 13.2.2 A "grievant" is a unit member, or the union, who is ~~personally involved in and~~ adversely affected by the alleged violation **of the provisions of this Agreement**, and who files **proceeds with** a grievance in accordance with these regulations **procedures**.
- 13.2.3 A "day" is any day on which the District office is open for business.
- 13.2.4 A "party in interest" is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and the unit member's representative.
- 13.2.5 A "site administrator" is the top ranking designated manager of the unit member.
- 13.2.6 An "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances, and who has direct responsibility for the ~~grieving unit member~~ **grievant or a specific work site**.

13.3 Level 1 - Immediate Supervisor Informal Problem Solving

13.3.1 Within twenty (20) days after an a unit member knew, or should have known, of the act or condition occurs that may be a violation of the provisions of this Agreement, upon which the problem is based, the unit member grievant(s) shall present a written grievance of the alleged violation to the immediate supervisor. The grievance is considered informal at this level, with the written grievance serving to provide clarity to the immediate supervisor for the informal discussion and problem solving.

The written grievance will be presented to the immediate supervisor on a District mutually agreed upon form that is posted on the District website and attached to this Agreement as Appendix E. The components of the written grievance and shall include:

- (a) The name of the grievant;
- (b) The provision(s) of this Agreement alleged to have been violated;
- (c) A statement describing how the District is alleged to have violated this Agreement (including all names, dates, and places necessary for a complete understanding of the grievance);
- (d) The proposed remedy to the grievance.

~~discuss the matter in an informal conference with the immediate supervisor in an attempt to resolve the problem.~~

Should the grievant be the union, and the alleged act or condition occurred where there is no identifiable immediate supervisor or the alleged act or occurrence is at more than one location, the union shall file formally at Level 2 of these grievance procedures within twenty (20) days of the alleged act or occurrence.

13.3.2 The immediate supervisor shall meet with the grievant(s) within three (3) days of being presented the written grievance in order to find a mutually agreeable solution at this informal stage of the grievance procedures.

13.3.3 The immediate supervisor shall issue a written decision to the grievant(s) within three (3) days of the informal problem solving meeting.

13.3.4 Should the grievant(s) not be satisfied with the decision of the immediate supervisor, or should the timelines stated in 13.3.2 or 13.3.3 not be followed, the grievant(s) may proceed to Level 2 of these grievance procedures. Proceeding to Level 2 shall make the grievance formal.

13.4 Grievance Resolution Level 2 – Human Resources

13.4.1 ~~Level 1~~. If the matter is not resolved informally at the informal conference Level 1, the ~~unit member grievant(s)~~ may present the written grievance in writing to the immediate supervisor with a copy to the Human Resources Department within ~~ten (10)~~ five (5) days after the date of the informal conference problem solving written decision. The written grievance shall have the informal Level 1 decision of the immediate supervisor attached.

13.4.2.1 ~~The name of the unit member filing the grievance.~~

13.4.2.2 ~~A listing of the provision(s) of the Agreement alleged to have been violated.~~

13.4.2.3 ~~A statement describing how the District is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), the decision rendered as a result of informal problem solving, and the remedy sought.~~

13.4.2 The immediate supervisor Human Resources Department shall meet with the grievant(s) within three (3) days of being presented with the written grievance to consider the grievance issues. ~~present a written answer to the unit member within ten (10) days after receiving the grievance.~~

13.4.3 The Human Resources Department shall issue a written decision to the grievant(s) no later than three (3) days after the Level 2 meeting.

13.4.4 Should the grievant(s) not be satisfied with the Level 2 decision, or should the Level 2 timelines not be followed, the grievant(s) may proceed to Level 3 of these grievance procedures within five (5) days of that occurrence.

13.5 Level 3 – Superintendent or Designee (The designee shall not be the same individual from Level 1 or 2)

13.5.1 The grievant(s) may present the written grievance to the Superintendent or designee for consideration at Level 3. The Level 2 decision shall be attached to the written grievance.

13.5.2 The Superintendent or designee shall meet with the grievant(s) within three (3) days of being presented with the written grievance to consider the grievance issues.

13.5.3 The Superintendent or designee shall issue a written decision to the grievant(s) no later than three (3) days after the Level 3 meeting.

13.5.4 Should the grievant(s) not be satisfied with the Level 3 decision, or should the Level 3 timelines not be followed, the grievant(s) may proceed to Level 4 or 5 of these grievance procedures.



### 13.6 Level 4 – Optional Mediation

13.6.1 A request by either party for mediation shall be made within five (5) days of the Level 3 decision.

13.6.2 The grievance shall be mediated by a neutral party appointed by the California State Mediation and Conciliation Service. A meeting shall be set based upon the first availability of the Mediator, District, and Grievant.

13.6.3 Should there be no agreeable resolution reached in mediation, or the mediation not occur, the grievant(s) may move the grievance to Level 5 of these grievance procedures.

### 13.7 Level 5 – Arbitration

~~13.4.3 Level II. If the grievance is not settled in Level I, and if the immediate supervisor is subordinate to a site administrator, the unit member may appeal it to such site administrator.~~

~~13.4.4 In such cases, the time limits shall run from receipt of the decision by the immediate supervisor and the time limits and procedural requirements shall be the same as for Level I. If the grievance is not settled by the site administrator or at Level I when the immediate supervisor is the site administrator, the unit member may appeal it to the Superintendent. The appeal shall be in writing and shall be submitted within ten (10) days after the unit member receives the site administrator's answer. This appeal shall include a copy of the original grievance, the immediate supervisor's answer, and a statement of the reasons for the appeal. The Superintendent or his/her designee shall respond to the appeal in writing within ten (10) days after receipt. Either the unit member filing the grievance or the Superintendent or his/her designee may request a meeting to discuss the grievance within this ten (10) day period. If such meeting is held, the time limit for the submission of the Superintendent's answer shall be extended until ten (10) days after such meeting.~~

~~13.4.5 Level III. If the aggrieved person is not satisfied with the disposition of his/her grievance on appeal, or if no written decision has been rendered within ten (10) days after submission of the grievance to the Superintendent, the Association may within ten (10) days request in writing that the grievance be submitted to arbitration.~~

13.7.1 A request to move a grievance to Level 5 shall be made within five (5) days of the Level 3 decision or the end of Level 4, should it be used.

13.7.2 Upon the grievance being moved to Level 5, the The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the District shall request a list of five to seven (5-7) arbitrators from submission of the grievance shall be made to the American Arbitration Association. Within five (5) days of receipt of the list of available arbitrators for the grievance, the District and Association shall strike

names to arrive at the name of the arbitrator for this matter. The arbitration shall be scheduled for the first available date of the selected arbitrator unless there is mutual agreement of the District and Association to select another date the arbitrator is available. ~~In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.~~

**13.7.3** The sole authority of the arbitrator shall be to decide whether there has been a violation of the Agreement and the appropriate remedy if there has been a violation. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or which alters or amends the terms of this Agreement.

**13.7.4** The decision of the arbitrator ~~will~~ **shall** be submitted to the Association and the Superintendent and will be binding upon the parties to this Agreement and the grievant(s).

**13.7.5** All costs for the request for a list of potential arbitrators, the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association with the District billing the Association for their share of the costs within twenty (20) days of receipt of the invoice from the arbitrator. All other costs will be borne by the party incurring them.

### **13.8** General Provisions

13.8.1 The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of, nor justify the unit member's refusal to perform assigned duties.

13.8.2 The time limits on the filing and processing of grievances may be extended only by a mutual written agreement signed by the Superintendent Human Resources Department and Association.

13.8.3 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file.

13.8.4 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. Such settlements shall be binding on all parties. If a District representative fails to answer a grievance within the time limits provided at a particular step level (unless such time limits are extended by written agreement), the grievance may be appealed to the next step level within the appropriate time limits.

- 13.8.5 The Association and the unit member waive their right to pursue any judicial or administrative remedy sought against the District as to any matter subject to the procedures established in this Article until such these grievance procedures are **exhausted. The parties mutually agree to extend timelines accordingly for any other remedies.**
- 13.8.6 If the same grievance is made by more than one unit member against one respondent, one unit member, on behalf of him/herself and others similarly involved, may process the grievance through the grievance procedure, provided, however, that the District may separate any such group grievances. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
- 13.8.7 In the course of investigation **and processing** of any grievance, the representative of the Association will report to the site administrator **or designee** of the building being visited, **sign in,** and will state the purpose of the visit immediately upon arrival.
- 13.8.8 If any member of the Association is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievance.
- 13.8.9 ~~Except as indicated herein, a A grievant may **choose to** be represented at any level of these grievance procedures by the Association or **represent themselves through Level 4 of these Grievance Procedures.** a grievance representative of the unit member's choice. If not represented by the Association, the Association shall have the right to approve the resolution of the grievance as it relates to the contract.~~
- 13.8.10 The Association shall be the sole representative of the grievant in arbitration (**Level 5**). **Unit members filing a grievance on their own behalf shall be barred from proceeding to Level 5 of these grievance procedures unless prior approval has been secured through the California School Employees Association which retains jurisdiction at that level.**
- 13.8.11 Reference to specific administrators shall also include (or designee).
- 13.8.12 Any settlements reached by grievant(s) and the district at Level 2 or higher shall be reduced to writing as a signed "Settlement Agreement" which shall be processed for approval via the CSEA Policy 610 procedures. The signature of the District shall be the final approval of the District. In the case of settlements involving a grievant who has chosen to not be represented by CSEA, a copy of the proposed settlement shall be provided to the union and shall not in any way change the terms and conditions of this Agreement and/or be in violation of any laws.**



Tentatively agreed to this 18<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

Orin  
ZK  
Wanda Ose  
Brenda Kelly  
Renee Thompson

FOR THE ASSOCIATION:

Jami Contreras  
garza  
VA  
Alumina DeBorja  
  
Mark Lett  
JK

**TENTATIVE AGREEMENT**

between the  
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May 12, 2016

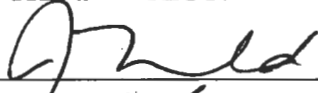
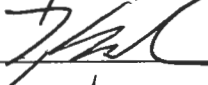


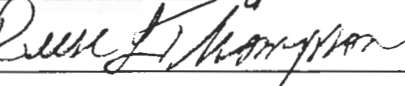
**ARTICLE 14  
SAFETY**

14.1 The District shall ~~make reasonable efforts to~~ comply with all Federal and State health and safety codes.

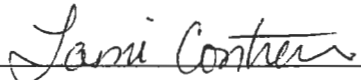

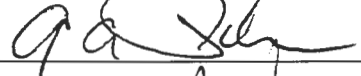

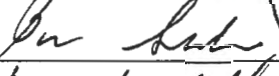
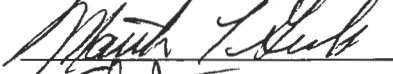

All other provisions of this Agreement shall remain unchanged.

Tentatively agreed to this 12<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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## TENTATIVE AGREEMENT

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

March 24, 2016

### ARTICLE 16 ORGANIZATIONAL RIGHTS

- 16.3 The right to use, without charge, designated bulletin boards, mailboxes, the school mail system **(including electronic mail)** for posting or transmission of information or notices concerning CSEA activities. The CSEA Chapter President or designee shall be allowed to use District telephones during non-working hours for CSEA business calls provided there is no additional cost to the District for such calls.
- 16.14 The Association shall be entitled to 240 hours per year of release time for conducting Association business. Such release time may be used but not limited to the following purposes: preparation or planning for negotiations **on days outside of scheduled negotiations days**, Presidents' Meetings, or association business as authorized by the Chapter President.
- 16.14.1 The following shall not be charged to release time: actual negotiations with District representatives, informal problem solving, grievance proceedings with District management personnel, contract ratification meetings, attendance at annual CSEA Conference (total number of delegates as determined by CSEA), or any other presence at meetings requested by management.
- 16.14.2 Members of the negotiating team shall be allowed a maximum of sixty (60) minutes of District release time for the preparation or planning for negotiations on days when negotiations are scheduled. This time is not inclusive of time needed for caucusing during negotiations.**
- 16.17 The District shall provide up to thirty (30) minutes of paid release time each calendar month for all new employees to attend a CSEA presented New Bargaining Unit Employee Orientation. There shall be one (1) orientation per site each month. The orientation will be scheduled in advance and the new employee shall attend the orientation to which they are invited, at the site at which they are assigned to work. A CSEA appointed representative shall also be given up to thirty (30) minutes of paid release time to present that orientation to new bargaining unit employees.**
- 16.18 The Human Resources Department and CSEA will form a Classified Professional Development Team for the purpose of identifying professional development needs for the classified staff, and creating a calendar of trainings to be made available to the staff.**



**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

February 16, 2016

**ARTICLE 17  
ORGANIZATIONAL SECURITY**

17.4 Religious Objection

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs will be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

- a. Central Coast Senior Citizens Foundation
- b. Domestic Violence Solutions
- c. United Way of Santa Barbara County

**An employee claiming such religious exemption shall submit a written request to CSEA's legal department for review and processing. Such written requests must be submitted to:**

**Legal Department**  
**Attn: Religious Exemption Request**  
**California School Employees Association**  
**2045 Lundy Avenue**  
**San Jose, CA 95131**

All other provisions of this Article remain unchanged.







**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

May 12, 2016

ARTICLE 24  
DISCIPLINE

**24.2.4 Unit members shall receive all due process rights they are entitled to. As part of these legal due process rights, unit members who have received a notice of intended discipline shall have the opportunity to present their rebuttal/response to the proposed discipline to a hearing officer at a pre-disciplinary meeting ("Skelly" meeting). They may do so in writing or in person. They may also waive the pre-disciplinary meeting entirely. The decision of the hearing officer shall be communicated in writing to the employee and Association.**

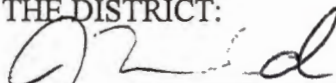
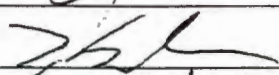
**24.2.5 After the pre-disciplinary meeting and decision (should the affected unit member not waive that meeting), the affected employee shall have the right to request an evidentiary hearing before the school board or a hearing officer should the school board choose to have the hearing done by one.**

**24.2.6 The Association shall be provided a copy of any notices of intended discipline (and all related documents) for any unit members at the time the affected employee is given such notice of proposed discipline. The affected unit member may choose to be represented by CSEA, by themselves, or by a representative of their own choosing.**

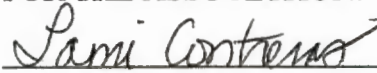
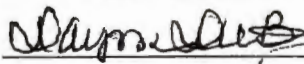
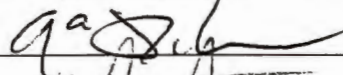
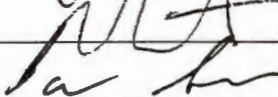
All other provisions of this Agreement shall remain unchanged.

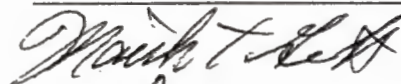

Tentatively agreed to this 12<sup>th</sup> day of May 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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Yolanda Osey  
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Brenda [unclear]  
\_\_\_\_\_  
Reese Thompson  
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FOR THE ASSOCIATION:

  
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**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

March 24, 2016

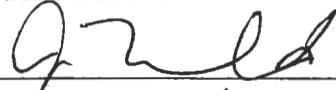
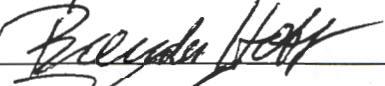

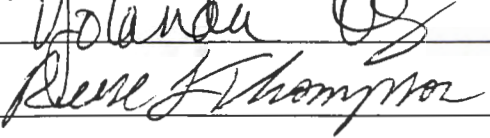
ARTICLE 26  
TRANSPORTATION

26.4 **Overtime and Extra Time shall be distributed as agreed upon in Articles 2.5.3 and 2.6.3.** ~~The District's Overtime/Extra Time Guidelines will be used in the assignment of extra time and trip assignments. Only drivers who have completed six (6) months in the bus driver assignment shall be eligible for extra time and trip assignments.~~

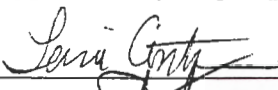

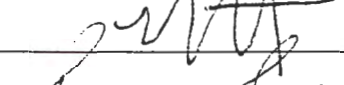
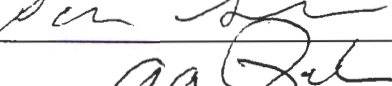
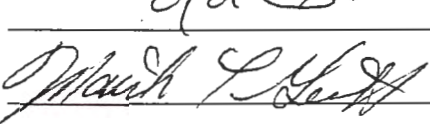
All other provisions of this Article remain unchanged.

Tentatively agreed to this 24<sup>th</sup> day of March 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

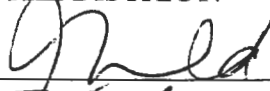
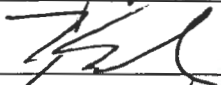
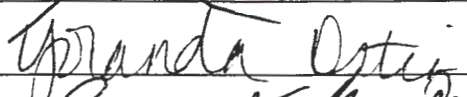
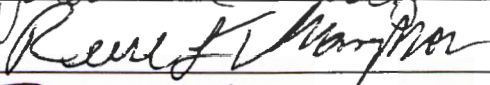
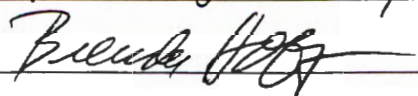
February 16, 2016

**ARTICLE 27  
TERM AND RENEGOTIATION**

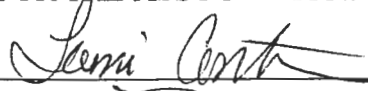
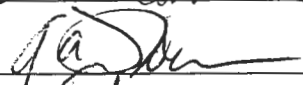
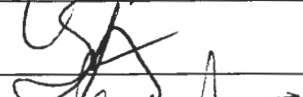
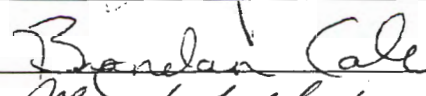
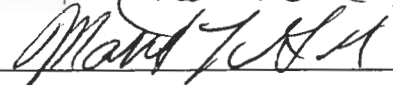
- 27.1 This Agreement shall remain in full force and effect from July 1, ~~2013~~ **2016** through June 30, ~~2016~~ **2019**. ~~The terms of this Agreement shall continue in full force and effect until such time a new Agreement is ratified by both parties.~~
- 27.2 For the ~~2014/2015~~ **2017-18 and 2018-19** fiscal years, the parties may reopen and negotiate Article 3, ~~(Pay and Allowances)~~, Article 4, (Health and Welfare Benefits), and one additional Article ~~at the selection of~~ **selected by** each party. ~~Any party desiring to reopen negotiations must so notify the other party no later than November 30, 2013~~ **Initial proposals for reopener or successor negotiations shall be exchanged by the parties no later than January 1 for the next fiscal year. The District shall place any initial proposals on the next school board meeting agendas after January 1 for public comment prior to negotiations commencing.**

Tentatively agreed to this 16<sup>th</sup> day of February 2016. This Agreement shall become final upon ratification by the membership of CSEA (pursuant to CSEA Policy 610) and adoption by the District Board of Education.

FOR THE DISTRICT:

FOR THE ASSOCIATION:



| Job Classification (Alpha-Order)                 |                  |       |           |
|--|------------------|-------|-----------|
| ASSIGNMENT                                       | JOB FAMILY       | RANGE | MOS       |
| Accompanist                                      | Student Svcs     | 15    | 9.5       |
| Accountant I                                     | Clerical         | 32    | 12        |
| Accounting Assistant I                           | Clerical         | 14    | 9.5       |
| Accounting Assistant II                          | Clerical         | 17    | 9.5 / 12  |
| Administrative Assistant - Bilingual             | Clerical         | 22    | 12        |
| Administrative Assistant - Student Services      | Clerical         | 26    | 12        |
| Administrative Assistant - Technology            | Clerical         | 24    | 12        |
| Administrative Assistant - Testing               | Clerical         | 26    | 12        |
| Administrative Assistant I                       | Clerical         | 22    | 12        |
| Administrative Assistant I - DHS                 | Clerical         | 22    | 10        |
| Administrative Assistant I - SSC                 | Clerical         | 22    | 12        |
| Administrative Assistant II                      | Clerical         | 24    | 10.5 / 12 |
| Administrative Assistant II - School Site        | Clerical         | 24    | 10.5      |
| Administrative Assistant II - SSC                | Clerical         | 24    | 12        |
| Administrative Assistant III                     | Clerical         | 26    | 11 / 12   |
| Administrative Assistant III - DHS               | Clerical         | 26    | 10.5      |
| Administrative Assistant III - SSC               | Clerical         | 26    | 12        |
| Administrative Assistant IV - School Site        | Clerical         | 28    | 11        |
| Administrative Assistant V - SSC                 | Clerical         | 30    | 12        |
| Attendance Assistant                             | Clerical         | 15    | 10        |
| Attendance Technician                            | Clerical         | 20-48 | 10        |
| Behavioral Instructional Assistant-Special Ed DT | Paraprofessional | 18    | 9.5       |
| Benefits Technician                              | Clerical         | 25    | 12        |
| Bus Driver                                       | Student Svcs     | 18    | 9.5       |
| Bus Driver Instructor                            | Student Svcs     | 24    | 12        |
| Buyer  | Clerical         | 22    | 12        |
| Campus Security Assistant                        | Student Svcs     | 12    | 9.5       |
| Campus Security Assistant II                     | Student Svcs     | 14    | 9.5       |
| Campus Security Coordinator                      | Student Svcs     | 25    | 9.5       |
| Campus Security Officer                          | Student Svcs     | 18    | 9.5       |
| Career Center Specialist                         | Student Svcs     | 20    | 10        |
| Career Center Technician                         | Student Svcs     | 16    | 9.5       |
| Carpenter/Welder                                 | MOT              | 28    | 12        |
| Child Care Assistant                             | Student Svcs     | 9-4   | 9.5       |
| Community Liaison Specialist                     | Student Svcs     | 26    | 10        |
| Community Services Center Specialist             | Student Svcs     | 26    | 9.5       |
| Computer Lab Technician                          | Paraprofessional | 18    | 9.5       |
| Computer Network Technician                      | Info/Tech        | 28    | 12        |
| Computer Network Technician II                   | Info/Tech        | 30    | 12        |
| Computer Technician                              | Info/Tech        | 22    | 12        |
| Crisis Intervention Consultant                   | Student Svcs     | 24    | 9.5       |
| Custodial Supervisor                             | MOT              | 23    | 12        |
| Custodian  | MOT              | 15    | 12        |
| Data Specialist                                  | Info/Tech        | 20    | 10.5      |
| Electrician                                      | MOT              | 28    | 12        |
| Facilities Analyst                               | MOT              | 34    | 12        |
| Facilities Bookkeeper                            | MOT              | 22    | 12        |



| Job Classification (Alpha-Order)                 |                  |        |      |
|--|------------------|--------|------|
| ASSIGNMENT                                       | JOB FAMILY       | RANGE  | MOS  |
| Fiscal Technician                                | Clerical         | 24     | 12   |
| Food Service Lead                                | Food Svcs        | 23     | 9.5  |
| Food Service Worker I                            | Food Svcs        | 9      | 9.5  |
| Food Service Worker II                           | Food Svcs        | 12     | 9.5  |
| Grounds Maintenance I                            | MOT              | 16     | 12   |
| Grounds Maintenance II                           | MOT              | 21 20  | 12   |
| Guidance Technician                              | Clerical         | 22     | 10   |
| Health Technician                                | Student Svcs     | 20     | 10   |
| Instructional Assistant                          | Paraprofessional | 11     | 9.5  |
| Instructional Assistant-Bilingual                | Paraprofessional | 13     | 9.5  |
| Instructional Assistant-Special Ed CTE           | Paraprofessional | 16     | 9.5  |
| Instructional Assistant-Special Ed I             | Paraprofessional | 13     | 9.5  |
| Instructional Assistant-Special Ed II            | Paraprofessional | 15     | 9.5  |
| Intervention Lab Specialist                      | Paraprofessional | 22     | 9.5  |
| Job Coach  | Student Svcs     | 13     | 12   |
| Language Assessment Assistant I                  | Student Svcs     | 16     | 12   |
| Language Assessment Assistant II                 | Student Svcs     | 18     | 12   |
| Lead District Maintenance                        | MOT              | 34     | 12   |
| Lead Mechanic                                    | MOT              | 35     | 12   |
| Lead Warehouse Worker / Delivery Driver          | MOT              | 19     | 12   |
| Library Assistant                                | Clerical         | 14     | 10.5 |
| Library Technician                               | Clerical         | 18     | 10.5 |
| LVN Health Assistant                             | Student Svcs     | 18     | 9.5  |
| Maintenance Worker I                             | MOT              | 21     | 12   |
| Maintenance Worker II                            | MOT              | 25     | 12   |
| Mechanic   | MOT              | 32     | 12   |
| Migrant Bilingual Statistician                   | Clerical         | 19     | 12   |
| Migrant Guidance Technician                      | Clerical         | 16     | 9.5  |
| Migrant Health Assistant                         | Student Svcs     | 13     | 9.5  |
| Migrant Program Assistant                        | Clerical         | 13     | 10   |
| Migrant School Advisor                           | Paraprofessional | 24     | 12   |
| Multilingual & Migrant Education Program Analyst | Student Svcs     | 20     | 12   |
| Multi-Media Lab Technician                       | Student Svcs     | 16     | 9.5  |
| Network Operations Coordinator                   | Info/Tech        | 34     | 12   |
| Network Systems Specialist                       | Info/Tech        | 32     | 12   |
| Office Assistant                                 | Clerical         | 12     | 9.5  |
| Operations Specialist - Alternative Education    | Clerical         | 24     | 10   |
| Outreach Consultant                              | Student Svcs     | 26 24  | 10   |
| Painter  | MOT              | 26     | 12   |
| Payroll/Benefits Specialist                      | Clerical         | 32 26C | 12   |
| Personnel Technician - Certificated              | Clerical         | 32 26C | 12   |
| Plumber  | MOT              | 28     | 12   |
| Project Analyst                                  | MOT              | 37     | 12   |
| Program Resource Technician                      | Student Svcs     | 20     | 10   |
| Program Specialist                               | Student Svcs     | 24     | 9.5  |
| Purchasing Technician                            | Clerical         | 18     | 12   |

| Job Classification (Alpha-Order)   |                  |       |                   |
|------------------------------------|------------------|-------|-------------------|
| ASSIGNMENT                         | JOB FAMILY       | RANGE | MOS               |
| Reading Center Technician          | Paraprofessional | 16    | 9.5               |
| Registrar I                        | Clerical         | 18    | 10.5              |
| Registrar II                       | Clerical         | 22    | 11                |
| School Support Secretary           | Clerical         | 16    | 9.5 / 10 / 12     |
| School/Community Liaison           | Student Svcs     | 20 46 | 9.5               |
| Security Officer                   | Student Svcs     | 30    | 9.5               |
| Staff Secretary                    | Clerical         | 18    | 10                |
| Student Body Bookkeeper            | Clerical         | 22    | 11                |
| Student Data Specialist            | Clerical         | 22    | 11                |
| Student Information System Analyst | Info/Tech        | 31    | 12                |
| Translator - Interpreter           | Clerical         | 24    | 10 / 10.5 on-call |
| Transition Specialist              | Student Svcs     | 26    | 12                |
| Transportation Attendant           | Student Svcs     | 12    | 9.5               |
| Warehouse Worker/Delivery Driver   | MOT              | 18    | 12                |

JW 5-18-16  
 Jm 5/18/16  
 VP 5-18-16  
 BA 5/18/16  
 RKT 5/18/16

J Contreras 5/18/16  
 Jm 5-18-16  
 AL 5/18/16  
 DW 5/18/16  
 Gm 5-18-16



| Job Classification (Job Family)               |            |        |                   |
|---|------------|--------|-------------------|
| ASSIGNMENT                                    | JOB FAMILY | RANGE  | MOS               |
| Accountant I                                  | Clerical   | 32     | 12                |
| Accounting Assistant I                        | Clerical   | 14     | 9.5               |
| Accounting Assistant II                       | Clerical   | 17     | 9.5 / 12          |
| Administrative Assistant - Bilingual          | Clerical   | 22     | 12                |
| Administrative Assistant - Student Services   | Clerical   | 26     | 12                |
| Administrative Assistant - Technology         | Clerical   | 24     | 12                |
| Administrative Assistant - Testing            | Clerical   | 26     | 12                |
| Administrative Assistant I                    | Clerical   | 22     | 12                |
| Administrative Assistant I - DHS              | Clerical   | 22     | 10                |
| Administrative Assistant I - SSC              | Clerical   | 22     | 12                |
| Administrative Assistant II                   | Clerical   | 24     | 10.5 / 12         |
| Administrative Assistant II - School Site     | Clerical   | 24     | 10.5              |
| Administrative Assistant II - SSC             | Clerical   | 24     | 12                |
| Administrative Assistant III                  | Clerical   | 26     | 11 / 12           |
| Administrative Assistant III - DHS            | Clerical   | 26     | 10.5              |
| Administrative Assistant III - SSC            | Clerical   | 26     | 12                |
| Administrative Assistant IV - School Site     | Clerical   | 28     | 11                |
| Administrative Assistant V - SSC              | Clerical   | 30     | 12                |
| Attendance Assistant                          | Clerical   | 15     | 10                |
| Attendance Technician                         | Clerical   | 20 48  | 10                |
| Benefits Technician                           | Clerical   | 25     | 12                |
| Buyer   | Clerical   | 22     | 12                |
| Fiscal Technician                             | Clerical   | 24     | 12                |
| Guidance Technician                           | Clerical   | 22     | 10                |
| Library Assistant                             | Clerical   | 14     | 10.5              |
| Library Technician                            | Clerical   | 18     | 10.5              |
| Migrant Bilingual Statistician                | Clerical   | 19     | 12                |
| Migrant Guidance Technician                   | Clerical   | 16     | 9.5               |
| Migrant Program Assistant                     | Clerical   | 13     | 10                |
| Office Assistant                              | Clerical   | 12     | 9.5               |
| Operations Specialist - Alternative Education | Clerical   | 24     | 10                |
| Payroll/Benefits Specialist                   | Clerical   | 32 26C | 12                |
| Personnel Technician - Certificated           | Clerical   | 32 26C | 12                |
| Purchasing Technician                         | Clerical   | 18     | 12                |
| Registrar I                                   | Clerical   | 18     | 10.5              |
| Registrar II                                  | Clerical   | 22     | 11                |
| School Support Secretary                      | Clerical   | 16     | 9.5 / 10 / 12     |
| Staff Secretary                               | Clerical   | 18     | 10                |
| Student Body Bookkeeper                       | Clerical   | 22     | 11                |
| Student Data Specialist                       | Clerical   | 22     | 11                |
| Translator - Interpreter                      | Clerical   | 24     | 10 / 10.5 on-call |
| Food Service Lead                             | Food Svcs  | 23     | 9.5               |
| Food Service Worker I                         | Food Svcs  | 9      | 9.5               |
| Food Service Worker II                        | Food Svcs  | 12     | 9.5               |
| Computer Network Technician                   | Info/Tech  | 28     | 12                |
| Computer Network Technician II                | Info/Tech  | 30     | 12                |



| Job Classification (Job Family)                  |                  |       |      |
|--|------------------|-------|------|
| ASSIGNMENT                                       | JOB FAMILY       | RANGE | MOS  |
| Computer Technician                              | Info/Tech        | 22    | 12   |
| Data Specialist                                  | Info/Tech        | 20    | 10.5 |
| Network Operations Coordinator                   | Info/Tech        | 34    | 12   |
| Network Systems Specialist                       | Info/Tech        | 32    | 12   |
| Student Information System Analyst               | Info/Tech        | 31    | 12   |
| Carpenter/Welder                                 | MOT              | 28    | 12   |
| Custodial Supervisor                             | MOT              | 23    | 12   |
| Custodian  | MOT              | 15    | 12   |
| Electrician                                      | MOT              | 28    | 12   |
| Facilities Analyst                               | MOT              | 34    | 12   |
| Facilities Bookkeeper                            | MOT              | 22    | 12   |
| Grounds Maintenance I                            | MOT              | 16    | 12   |
| Grounds Maintenance II                           | MOT              | 21 20 | 12   |
| Lead District Maintenance                        | MOT              | 34    | 12   |
| Lead Mechanic                                    | MOT              | 35    | 12   |
| Lead Warehouse Worker / Delivery Driver          | MOT              | 19    | 12   |
| Maintenance Worker I                             | MOT              | 21    | 12   |
| Maintenance Worker II                            | MOT              | 25    | 12   |
| Mechanic   | MOT              | 32    | 12   |
| Painter  | MOT              | 26    | 12   |
| Plumber  | MOT              | 28    | 12   |
| Project Analyst                                  | MOT              | 37    | 12   |
| Warehouse Worker/Delivery Driver                 | MOT              | 18    | 12   |
| Behavioral Instructional Assistant-Special Ed DT | Paraprofessional | 18    | 9.5  |
| Computer Lab Technician                          | Paraprofessional | 18    | 9.5  |
| Instructional Assistant                          | Paraprofessional | 11    | 9.5  |
| Instructional Assistant-Bilingual                | Paraprofessional | 13    | 9.5  |
| Instructional Assistant-Special Ed CTE           | Paraprofessional | 16    | 9.5  |
| Instructional Assistant-Special Ed I             | Paraprofessional | 13    | 9.5  |
| Instructional Assistant-Special Ed II            | Paraprofessional | 15    | 9.5  |
| Intervention Lab Specialist                      | Paraprofessional | 22    | 9.5  |
| Migrant School Advisor                           | Paraprofessional | 24    | 12   |
| Reading Center Technician                        | Paraprofessional | 16    | 9.5  |
| Accompanist                                      | Student Svcs     | 15    | 9.5  |
| Bus Driver                                       | Student Svcs     | 18    | 9.5  |
| Bus Driver Instructor                            | Student Svcs     | 24    | 12   |
| Campus Security Assistant                        | Student Svcs     | 12    | 9.5  |
| Campus Security Assistant II                     | Student Svcs     | 14    | 9.5  |
| Campus Security Coordinator                      | Student Svcs     | 25    | 9.5  |
| Campus Security Officer                          | Student Svcs     | 18    | 9.5  |
| Career Center Specialist                         | Student Svcs     | 20    | 10   |
| Career Center Technician                         | Student Svcs     | 16    | 9.5  |
| Child Care Assistant                             | Student Svcs     | 9 4   | 9.5  |
| Community Liaison Specialist                     | Student Svcs     | 26    | 10   |
| Community Services Center Specialist             | Student Svcs     | 26    | 9.5  |
| Crisis Intervention Consultant                   | Student Svcs     | 24    | 9.5  |

| Job Classification (Job Family)                  |              |       |     |
|--|--------------|-------|-----|
| ASSIGNMENT                                       | JOB FAMILY   | RANGE | MOS |
| Health Technician                                | Student Svcs | 20    | 10  |
| Job Coach  | Student Svcs | 13    | 12  |
| Language Assessment Assistant I                  | Student Svcs | 16    | 12  |
| Language Assessment Assistant II                 | Student Svcs | 18    | 12  |
| LVN Health Assistant                             | Student Svcs | 18    | 9.5 |
| Migrant Health Assistant                         | Student Svcs | 13    | 9.5 |
| Multilingual & Migrant Education Program Analyst | Student Svcs | 20    | 12  |
| Multi-Media Lab Technician                       | Student Svcs | 16    | 9.5 |
| Outreach Consultant                              | Student Svcs | 26 24 | 10  |
| Program Resource Technician                      | Student Svcs | 20    | 10  |
| Program Specialist                               | Student Svcs | 24    | 9.5 |
| School/Community Liaison                         | Student Svcs | 20 46 | 9.5 |
| Security Officer                                 | Student Svcs | 30    | 9.5 |
| Transition Specialist                            | Student Svcs | 26    | 12  |
| Transportation Attendant                         | Student Svcs | 12    | 9.5 |

GZ 5-18-16  
 JZ 5/18/16  
 WJ 5-18-16  
 BA 5/18/16  
 RFI 5/18/16

J Contr 5/18/16  
 WJ 5/18/16  
 NL 5/18/16  
 WDW 5/18/16  
 SR 5-18-16



**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
2016-17 CLASSIFIED SALARY SCHEDULE**

APPENDIX C

Monthly rate is based upon 8 hours per day and 12 months per year

EFFECTIVE 07/01/16

3.00% increase

| RANGE | Step A   |            | Step B   |            | Step C   |            | Step D   |            | Step E   |            |
|-------|----------|------------|----------|------------|----------|------------|----------|------------|----------|------------|
|       | HOUR     | MONTH      | HOUR     | MONTH      | HOUR     | MONTH      | HOUR     | MONTH      | HOUR     | MONTH      |
| 9     | \$ 15.75 | \$2,740.84 | \$ 16.54 | \$2,877.91 | \$ 17.37 | \$3,021.80 | \$ 18.23 | \$3,172.75 | \$ 19.15 | \$3,331.30 |
| 10    | \$ 16.15 | \$2,809.27 | \$ 16.95 | \$2,949.77 | \$ 17.80 | \$3,097.27 | \$ 18.69 | \$3,252.20 | \$ 19.62 | \$3,414.74 |
| 11    | \$ 16.55 | \$2,879.61 | \$ 17.38 | \$3,023.52 | \$ 18.25 | \$3,174.83 | \$ 19.16 | \$3,333.56 | \$ 20.12 | \$3,500.28 |
| 12    | \$ 16.96 | \$2,951.66 | \$ 17.81 | \$3,099.18 | \$ 18.70 | \$3,254.11 | \$ 19.64 | \$3,416.84 | \$ 20.62 | \$3,587.73 |
| 13    | \$ 17.39 | \$3,025.42 | \$ 18.26 | \$3,176.74 | \$ 19.17 | \$3,335.47 | \$ 20.13 | \$3,502.38 | \$ 21.13 | \$3,677.28 |
| 14    | \$ 17.82 | \$3,100.89 | \$ 18.71 | \$3,256.20 | \$ 19.65 | \$3,418.92 | \$ 20.63 | \$3,589.83 | \$ 21.66 | \$3,769.27 |
| 15    | \$ 18.27 | \$3,178.45 | \$ 19.18 | \$3,337.56 | \$ 20.14 | \$3,504.29 | \$ 21.15 | \$3,679.74 | \$ 22.20 | \$3,863.57 |
| 16    | \$ 18.72 | \$3,257.91 | \$ 19.66 | \$3,420.83 | \$ 20.64 | \$3,591.92 | \$ 21.68 | \$3,771.56 | \$ 22.76 | \$3,960.13 |
| 17    | \$ 19.19 | \$3,339.47 | \$ 20.15 | \$3,506.37 | \$ 21.16 | \$3,681.64 | \$ 22.22 | \$3,865.65 | \$ 23.33 | \$4,058.99 |
| 18    | \$ 19.67 | \$3,422.73 | \$ 20.66 | \$3,594.20 | \$ 21.69 | \$3,773.64 | \$ 22.77 | \$3,962.42 | \$ 23.91 | \$4,160.50 |
| 19    | \$ 20.16 | \$3,508.65 | \$ 21.17 | \$3,683.93 | \$ 22.23 | \$3,868.32 | \$ 23.34 | \$4,061.45 | \$ 24.51 | \$4,264.67 |
| 20    | \$ 20.67 | \$3,596.10 | \$ 21.70 | \$3,776.12 | \$ 22.79 | \$3,964.70 | \$ 23.93 | \$4,163.16 | \$ 25.12 | \$4,371.32 |
| 21    | \$ 21.19 | \$3,686.19 | \$ 22.24 | \$3,870.41 | \$ 23.36 | \$4,063.93 | \$ 24.52 | \$4,267.15 | \$ 25.75 | \$4,480.44 |
| 22    | \$ 21.71 | \$3,778.22 | \$ 22.80 | \$3,967.17 | \$ 23.94 | \$4,165.44 | \$ 25.14 | \$4,373.79 | \$ 26.39 | \$4,592.59 |
| 23    | \$ 22.26 | \$3,872.70 | \$ 23.37 | \$4,066.40 | \$ 24.54 | \$4,269.80 | \$ 25.77 | \$4,483.29 | \$ 27.05 | \$4,707.41 |
| 24    | \$ 22.81 | \$3,969.64 | \$ 23.95 | \$4,168.10 | \$ 25.15 | \$4,376.63 | \$ 26.41 | \$4,595.25 | \$ 27.73 | \$4,825.09 |
| 25    | \$ 23.38 | \$4,068.68 | \$ 24.55 | \$4,272.29 | \$ 25.78 | \$4,485.76 | \$ 27.07 | \$4,710.26 | \$ 28.42 | \$4,945.61 |
| 26    | \$ 23.97 | \$4,170.58 | \$ 25.17 | \$4,378.92 | \$ 26.42 | \$4,597.92 | \$ 27.75 | \$4,827.94 | \$ 29.13 | \$5,069.36 |
| 27    | \$ 24.57 | \$4,274.93 | \$ 25.80 | \$4,488.62 | \$ 27.09 | \$4,712.93 | \$ 28.44 | \$4,948.65 | \$ 29.86 | \$5,196.16 |
| 28    | \$ 25.18 | \$4,381.59 | \$ 26.44 | \$4,600.77 | \$ 27.76 | \$4,830.79 | \$ 29.15 | \$5,072.21 | \$ 30.61 | \$5,325.80 |
| 29    | \$ 25.81 | \$4,491.08 | \$ 27.10 | \$4,715.78 | \$ 28.46 | \$4,951.68 | \$ 29.88 | \$5,199.20 | \$ 31.37 | \$5,458.87 |
| 30    | \$ 26.46 | \$4,603.42 | \$ 27.78 | \$4,833.65 | \$ 29.17 | \$5,075.45 | \$ 30.63 | \$5,329.23 | \$ 32.16 | \$5,595.56 |
| 31    | \$ 27.12 | \$4,718.64 | \$ 28.47 | \$4,954.35 | \$ 29.90 | \$5,202.23 | \$ 31.39 | \$5,462.30 | \$ 32.96 | \$5,735.66 |
| 32    | \$ 27.80 | \$4,836.49 | \$ 29.19 | \$5,078.49 | \$ 30.65 | \$5,332.27 | \$ 32.18 | \$5,598.98 | \$ 33.79 | \$5,878.98 |
| 33    | \$ 28.49 | \$4,957.59 | \$ 29.92 | \$5,205.28 | \$ 31.41 | \$5,465.52 | \$ 32.98 | \$5,738.70 | \$ 34.63 | \$6,025.75 |
| 34    | \$ 29.20 | \$5,081.53 | \$ 30.66 | \$5,335.31 | \$ 32.20 | \$5,602.03 | \$ 33.81 | \$5,882.22 | \$ 35.50 | \$6,176.30 |
| 35    | \$ 29.93 | \$5,208.32 | \$ 31.43 | \$5,468.75 | \$ 33.00 | \$5,742.31 | \$ 34.65 | \$6,029.36 | \$ 36.38 | \$6,330.85 |
| 36    | \$ 30.68 | \$5,338.74 | \$ 32.22 | \$5,605.63 | \$ 33.83 | \$5,885.83 | \$ 35.52 | \$6,180.10 | \$ 37.29 | \$6,489.21 |
| 37    | \$ 31.45 | \$5,471.99 | \$ 33.02 | \$5,745.73 | \$ 34.67 | \$6,032.97 | \$ 36.41 | \$6,334.65 | \$ 38.23 | \$6,651.37 |
| 38    | \$ 32.23 | \$5,608.87 | \$ 33.85 | \$5,889.25 | \$ 35.54 | \$6,183.73 | \$ 37.32 | \$6,493.01 | \$ 39.18 | \$6,817.70 |
| 39    | \$ 33.04 | \$5,749.15 | \$ 34.69 | \$6,036.58 | \$ 36.43 | \$6,338.46 | \$ 38.25 | \$6,655.36 | \$ 40.16 | \$6,988.21 |
| 40    | \$ 33.87 | \$5,892.88 | \$ 35.56 | \$6,187.33 | \$ 37.34 | \$6,496.81 | \$ 39.21 | \$6,821.69 | \$ 41.17 | \$7,162.73 |

Longevity

|   |                              |
|---|------------------------------|
| Beginning with 6 to 10 years of employment  | 1.50% of Monthly Base Salary |
| Beginning with 11 to 15 years of employment | 2.00% of Monthly Base Salary |
| Beginning with 16 to 20 years of employment | 2.50% of Monthly Base Salary |
| Beginning with 21 to 25 years of employment | 3.50% of Monthly Base Salary |
| Beginning with 26 to 30 years of employment | 4.50% of Monthly Base Salary |
| Beginning with 31+ years of employment      | 5.00% of Monthly Base Salary |

Professional Growth

| Increment | Annual Amount |
|-----------|---------------|
| 1         | \$150.00      |
| 2         | \$300.00      |
| 3         | \$450.00      |
| 4         | \$600.00      |
| 5         | \$750.00      |
| 6         | \$900.00      |
| 7         | \$1,050.00    |
| 8         | \$1,200.00    |
| 9         | \$1,350.00    |
| 10        | \$1,500.00    |

92 5-18-16  
 2m 5/18/16  
 40 5-18-16  
 30 5/18/16  
 1 RKT 5/18/16

2 Cont 5/18/16  
 M 5-18-16  
 RL 5/18/16  
 JAW 5/18/16  
 m 5-18-16

5/18/16

**Santa Maria Joint Union High School District and  
California School Employees Association, Central Coast #455**

**GRIEVANCE FORM**

*Please type or print. Use additional pages, as necessary.*

GRIEVANT NAME(S): \_\_\_\_\_

DATE PRESENTED AT LEVEL 1 (Informal): \_\_\_\_\_

PEOPLE PRESENT AT LEVEL 1 MEETING: \_\_\_\_\_

VIOLATIONS ALLEGED (Agreement Article/Section): \_\_\_\_\_

DATE(S) OF ALLEGED VIOLATION(S): \_\_\_\_\_

ALLEGED VIOLATION(S) CIRCUMSTANCES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY SOUGHT:  
\_\_\_\_\_  
\_\_\_\_\_

INFORMAL MEETING DECISION AND DATE OF DECISION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRIEVANCE FILED BY:  
\_\_\_\_\_  
Signature of Grievant or Association Representative

DATE: \_\_\_\_\_

Printed Name

*Handwritten signatures and dates:*  
RLI 5-18-16  
shshw 5-18-16  
5/18/16  
5/18/16  
5-18-16  
5-18-16  
5-18-16  
5-18-16  
5-18-16

**TENTATIVE AGREEMENT**

between the  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter "District")  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CENTRAL COAST CHAPTER #455 (hereinafter "CSEA" or "Association")

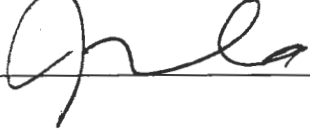
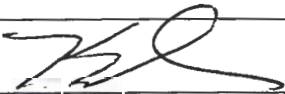
February 16, 2016

**GROUND RULES**




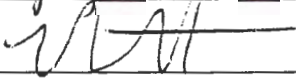
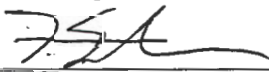
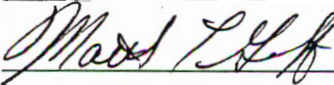
The following are the Ground Rules agreed to by the District and CSEA for conducting negotiations. They may be modified by mutual agreement of the parties.

1. Cell phones off or on vibrate; no profanity.
2. Focus on issues not people.
3. Okay to disagree; be respectful
4. Honor negotiation dates and timelines.
5. One speaker at a time.
6. Estimate caucus time. Check in if going long. Report out from caucus.
7. No sidebars.
8. Teams are authorized to negotiate and should be prepped beforehand.
9. Negotiations continue with a minimum of 3 designated members. For CSEA: Chapter President, Labor Relations Representative, plus one additional team member. For the District, any three team members.

FOR THE DISTRICT:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Wanda Oest  
\_\_\_\_\_  
Branda Hoff  
\_\_\_\_\_  
Rene L. Thompson  
\_\_\_\_\_

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**REGULAR MEETING**  
**June 21, 2016**

**APPENDIX F**

**Public Disclosure of Collective Bargaining  
Agreement and Approval of Tentative Agreement  
with Classified Unit**



**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

|                                  |   |
|----------------------------------|---|
| Name of School District:         | SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT              |
| Name of Bargaining Unit:         | CALIFORNIA SCHOOL EMPLOYEES ASSN CENTRAL COAST CHAPTER #4 |
| Certificated, Classified, Other: | CLASSIFIED  |

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2018  
(date) (date)

The Governing Board will act upon this agreement on: July 21, 2016  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

| Bargaining Unit Compensation |  | Fiscal Impact of Proposed Agreement                                    |  |                            |                            |
|------------------------------|--|--|--|----------------------------|----------------------------|
|                              |  | (Complete Years 2 and 3 for multiyear and overlapping agreements only) |  |                            |                            |
|                              |  | Annual Cost Prior to Proposed Settlement                               | Year 1 Increase/(Decrease)                                   | Year 2 Increase/(Decrease) | Year 3 Increase/(Decrease) |
| All Funds - Combined         |  |  | 2016-17  | 2017-18                    | 2018-19                    |
| 1.                           | <b>Salary Schedule</b><br>Including Step and Column  | \$ 12,803,259  | \$ 389,528   |                            |                            |
|                              |  |  | 3.04%  | 0.00%                      | 0.00%                      |
| 2.                           | <b>Other Compensation</b><br>Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 658,540   | \$ 161,884   |                            |                            |
|                              |  |  | 24.58%   | 0.00%                      | 0.00%                      |
|                              | <b>Description of Other Compensation</b>   |  | Longevity, vacation, shift diff, reclasses, calendar changes |                            |                            |
| 3.                           | <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>   | \$ 3,074,190   | \$ 132,064   |                            |                            |
|                              |  |  | 4.30%  | 0.00%                      | 0.00%                      |
| 4.                           | <b>Health/Welfare Plans</b>  | \$ 1,335,793   | \$ -   |                            |                            |
|                              |  |  | 0.00%  | 0.00%                      | 0.00%                      |
| 5.                           | <b>Total Bargaining Unit Compensation</b><br>Add Items 1 through 4 to equal 5                                    | \$ 17,871,782  | \$ 683,476   | \$ -                       | \$ -                       |
|                              |  |  | 3.82%  | 0.00%                      | 0.00%                      |
| 6.                           | <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)                                       | 294.00   |  |                            |                            |
| 7.                           | <b>Total Compensation Average Cost per Bargaining Unit Employee</b>  | \$ 60,788  | \$ 2,325   | \$ -                       | \$ -                       |
|                              |  |  | 3.82%  | 0.00%                      | 0.00%                      |



SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSN CENTRAL COAST CHAPTER #455

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

The negotiated percentage change to the salary schedule is 3% beginning July 1, 2016. The total cost attributable to the salary schedule increase, including statutory benefits and increases in add-on's for longevity and vacation, is \$505,572.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

There are other additions included that resulted from the District and Association negotiated agreement. These include a shift differential for night time custodians (total cost \$59,849), work calendar changes for security, library staff, and M&O secretaries (total cost \$74,342), and salary range reclassifications for five employee classifications (total cost \$43,714),

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

For a full 1.0 FTE: single tier \$5,880; two-party tier \$7,128; family tier \$8,340.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None known

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSN CENTRAL COAST CHAPTER #455

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

Reopeners for compensation and benefits for school year 2017-18.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None known.

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Available funding through the Local Control Funding Formula (LCFF). The District has already included the cost of this agreement in its proposed 2016-17 Adopted Budget.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Projected Local Control Funding Formula (LCFF) increases.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

**REGULAR MEETING**  
**June 21, 2016**

**APPENDIX G**

**Public Disclosure of Collective Bargaining  
Agreement and Approval of Tentative Agreement  
with Certificated Agreement**

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/1991), GC 3540.2(a), GC 3547.5, and CCR, Title V, Section 15449**

|                                  |  |
|----------------------------------|--|
| Name of School District:         | SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT                     |
| Name of Bargaining Unit:         | SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION |
| Certificated, Classified, Other: | CERTIFICATED   |

The proposed agreement covers the period beginning: **July 1, 2015** and ending: **June 30, 2018**  
(date) (date)

The Governing Board will act upon this agreement on: **June 21, 2016**  
(date)

**A. Proposed Change in Compensation**

| Bargaining Unit Compensation<br><br>All Funds - Combined   | Current Budget<br>(Prior to Proposed Agreement) | Fiscal Impact of Proposed Agreement<br>(Complete Years 2 and 3 for multiyear and overlapping agreements only) |                                  |                               |
|--|---|---|----------------------------------|-------------------------------|
|  |   | Year 1<br>Increase/(Decrease)   | Year 2<br>Increase/(Decrease)    | Year 3<br>Increase/(Decrease) |
|  |   | FY 2015 - 16  | FY 2016 - 17                     | FY -                          |
| 1. <b>Salary Schedule</b><br>Including Step and Column   | \$ 31,012,662                                   | \$ 813,770  | \$ 1,470,659                     | \$ -                          |
|  |   | 2.62%   | 4.62%                            | 0.00%                         |
| 2. <b>Other Compensation</b><br>Stipends, Bonuses, Longevity, Overtime,<br>Differential, Callback or Standby Pay, etc. | \$ 384,074                                      | \$ 10,282   | \$ 11,494                        | \$ -                          |
|  |   | 2.68%   | 2.91%                            | 0.00%                         |
| <b>Description of Other Compensation</b>   |   | Dept chair, PhD & other stipends  | Dept chair, PhD & other stipends |                               |
| 3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>  | \$ 4,716,822                                    | \$ 123,808  | \$ 248,022                       | \$ -                          |
|  |   | 2.625%  | 5.12%                            | 0.00%                         |
| 4. <b>Health/Welfare Plans</b>   | \$ 4,672,955                                    | \$ 260,493  | \$ -                             | \$ -                          |
|  |   | 5.57%   | 0.00%                            | 0.00%                         |
| 5. <b>Total Bargaining Unit Compensation</b><br>Add Items 1 through 4 to equal 5                                       | \$ 40,786,513                                   | \$ 1,208,353  | \$ 1,730,175                     | \$ -                          |
|  |   | 2.963%  | 4.12%                            | 0.00%                         |
| 6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)  | 393.20  |   |                                  |                               |
| 7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>   | \$ 103,730                                      | \$ 3,073  | \$ 4,400                         | \$ -                          |
|  |   | 2.963%  | 4.12%                            | 0.00%                         |

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

This is a multi year agreement beginning 07/01/2015 and ending 06/30/2018. Salary schedule increases have been agreed to for two years with the third year, 2017-18, subject to reopeners. For the 2015-16 year, retroactive to July 1, 2015, there is a 2.63% salary schedule increase. For the 2016-17 school year, there is a 3.00% salary schedule increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

This agreement was ratified by the Faculty Association members on June 10, 2016. It will be placed on the agenda for ratification by the District's governing board on June 21, 2016.

11. Does this bargaining unit have a negotiated cap for Health and Welfare Yes  No

If yes, please describe the cap amount.

As agreed and stipulated to by the parties, an equivalent 0.87% increase applied to the District cap for health & welfare. For a full 1.0 FTE, single tier increases by \$564.00 (from \$5,640 to \$6,204); two-party tier increases by \$946.50 (from \$11,831.30 to \$12,777.80); family tier increases by \$1,004.00 (from \$16,733.20 to \$17,737.20)

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Language regarding election of department chairs, previously contained in Article 2, is removed. Department chairs will now be appointed by site administration.

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None known



SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

Reopeners for salaries and benefits in the third year of the agreement, 2017-18.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None known.

**F. Source of Funding for Proposed Agreement:**

1. Current Year

An amount was previously assigned from the District's ending fund balance in support of this agreement. Upon updating the 2015-16 estimated actuals, the assignment will be removed. Similarly for the 2016-17 school year. The cost of the agreement for the 2015-16 year has been included in the District's 2015-16 Estimated Actuals as of the 2016-17 Adopted Budget. Similarly, the cost of the agreement for the 2016-17 year has been included in the District's 2016-17 Adopted Budget.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Projected Local Control Funding Formula (LCFF) increases.

**REGULAR MEETING**  
**June 21, 2016**

## **APPENDIX H**

**Public Disclosure of Management and  
Confidential Employees' Salary Increase**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

|                                  |  |
|----------------------------------|--|
| Name of School District:         | SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT     |
| Name of Bargaining Unit:         | CERTIFICATED MGMT, CLASSIFIED MGMT, CONFIDENTIAL |
| Certificated, Classified, Other: | OTHER  |

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017  
(date) (date)

The Governing Board will act upon this agreement on: July 21, 2016  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

| Bargaining Unit Compensation |  | Fiscal Impact of Proposed Agreement                                    |                            |                            |                            |
|------------------------------|--|--|----------------------------|----------------------------|----------------------------|
|                              |  | (Complete Years 2 and 3 for multiyear and overlapping agreements only) |                            |                            |                            |
| All Funds - Combined         |  | Annual Cost Prior to Proposed Settlement                               | Year 1 Increase/(Decrease) | Year 2 Increase/(Decrease) | Year 3 Increase/(Decrease) |
|                              |  |  | 2016-17                    | 2017-18                    | 2018-19                    |
| 1.                           | <b>Salary Schedule</b><br>Including Step and Column  | \$ 4,587,784   | \$ 137,002                 |                            |                            |
|                              |  |  | 2.99%                      | 0.00%                      | 0.00%                      |
| 2.                           | <b>Other Compensation</b><br>Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 20,770  | \$ -                       |                            |                            |
|                              |  |  | 0.00%                      | 0.00%                      | 0.00%                      |
|                              | <b>Description of Other Compensation</b>   |  | Travel allowance           |                            |                            |
| 3.                           | <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>   | \$ 867,151   | \$ 26,186                  |                            |                            |
|                              |  |  | 3.02%                      | 0.00%                      | 0.00%                      |
| 4.                           | <b>Health/Welfare Plans</b>  | \$ 316,101   | \$ -                       |                            |                            |
|                              |  |  | 0.00%                      | 0.00%                      | 0.00%                      |
| 5.                           | <b>Total Bargaining Unit Compensation</b><br>Add Items 1 through 4 to equal 5                                    | \$ 5,791,806   | \$ 163,188                 | \$ -                       | \$ -                       |
|                              |  |  | 2.82%                      | 0.00%                      | 0.00%                      |
| 6.                           | <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)                                       | 36.00  |                            |                            |                            |
| 7.                           | <b>Total Compensation Average Cost per Bargaining Unit Employee</b>  | \$ 160,884   | \$ 4,533                   | \$ -                       | \$ -                       |
|                              |  |  | 2.82%                      | 0.00%                      | 0.00%                      |

**Public Disclosure of Proposed Collective Bargaining Agreement**  
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
CERTIFICATED MGMT, CLASSIFIED MGMT, CONFIDENTIAL

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

The percentage change to the salary schedule is 3% beginning July 1, 2016.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

For a full 1.0 FTE: single tier \$5,940; two-party tier \$8,616; family tier \$10,692.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None known

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

None

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None known.

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Available funding through the Local Control Funding Formula (LCFF). The District has already included the cost of this agreement in its proposed 2016-17 Adopted Budget.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Projected Local Control Funding Formula (LCFF) increases.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A



**REGULAR MEETING**  
**June 21, 2016**

**APPENDIX I**  
**General Fund**  
**2016-17 Adopted Budget**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
2016-17 ADOPTED BUDGET UPDATE**

On June 14, 2016, the Board held a public hearing on the proposed Adopted Budget for the 2016-17 year. At that time, the Budget reflected estimated costs for the financial terms of the settlement with the Faculty Association, as an assignment in the District's ending General Fund Balance. Since that time, those estimates have been recalculated through a process of updating salary schedules for both the 2015-16 and 2016-17 school year in the District's financial system. In addition, health benefit provider records have been updated to reflect the increased District contribution to health benefits for members of the certificated bargaining unit. The conclusion of that work has resulted in removing the amounts from an assignment of the District's ending fund balance, and adding amounts to the appropriate line items in the Expenditures section. The resulting changes for the Total Fund 2015-16 Estimated Actuals, and 2016-17 Budget are summarized on the following page.

In some cases where the amounts occur in categorical restricted programs, other adjustments were made so that the ending balance in those programs remains the same as reported at the public hearing.

The multi-year projection has also been updated to reflect new budget figures for the base 2016-17 school year. The incremental changes from year to year remain the same as previously documented.

| 2016-17 ADOPTED BUDGET                  |  |  |                  |                   |                             |                  |                   |
|---|--|--|------------------|-------------------|-----------------------------|------------------|-------------------|
| Summary of changes since public hearing |  | 2015-16 Estimated Actuals - Total Fund |                  |                   | 2016-17 Budget - Total Fund |                  |                   |
|   |  | Public Hearing                         | Adjustments      | Adoption          | Public Hearing              | Adjustments      | Adoption          |
| A1                                      | LCFF/REV LIMIT SOURCES                   | 74,603,801                             | 0                | 74,603,801        | 79,940,681                  | 0                | 79,940,681        |
| A2                                      | FEDERAL REVENUES                         | 4,538,388                              | 0                | 4,538,388         | 4,125,878                   | 0                | 4,125,878         |
| A3                                      | OTHER STATE REVENUE                      | 12,653,133                             | 282              | 12,653,415        | 10,102,922                  | 3,842            | 10,106,764        |
| A4                                      | OTHER LOCAL                              | 1,372,620                              | 0                | 1,372,620         | 483,659                     | 0                | 483,659           |
| <b>TOTAL REVENUES</b>                   |  | <b>93,167,941</b>                      | <b>282</b>       | <b>93,168,224</b> | <b>94,653,139</b>           | <b>3,842</b>     | <b>94,656,982</b> |
| <b>B. EXPENDITURES</b>                  |  |  |                  |                   |                             |                  |                   |
| B1                                      | CERT SALARY                              | 35,957,799                             | 788,557          | 36,746,356        | 35,830,766                  | 1,514,272        | 37,345,037        |
| B2                                      | CLASS SALARY                             | 14,133,934                             | 13               | 14,133,947        | 15,456,568                  | 0                | 15,456,568        |
| B3                                      | BENEFITS                                 | 18,244,514                             | 384,301          | 18,628,815        | 19,540,871                  | 820,615          | 20,361,487        |
| B4                                      | BOOKS & SUPPLIES                         | 10,682,953                             | (122)            | 10,682,831        | 6,614,235                   | 0                | 6,614,235         |
| B5                                      | SERVICES                                 | 11,537,011                             | 70,864           | 11,607,875        | 11,037,594                  | 20,648           | 11,058,242        |
| B6                                      | CAPITAL OUTLAY                           | 1,287,430                              | 0                | 1,287,430         | 2,130,361                   | 0                | 2,130,361         |
| B7                                      | OTHER OUTGO                              | 839,653                                | 0                | 839,653           | 401,182                     | 0                | 401,182           |
| B8                                      | INDIRECTS                                | (168,293)                              | (0)              | (168,293)         | (167,630)                   | 0                | (167,630)         |
| <b>TOTAL EXPENDITURES</b>               |  | <b>92,515,002</b>                      | <b>1,243,613</b> | <b>93,758,615</b> | <b>90,843,947</b>           | <b>2,355,535</b> | <b>93,199,482</b> |
| EXCESS (DEFICIENCY)                     |  | 652,940                                | (1,243,331)      | (590,391)         | 3,809,193                   | (2,351,693)      | 1,457,500         |
| D1A                                     | TRANSFERS IN                             |  | 0                | 0                 | 0                           | 0                | 0                 |
| D1B                                     | TRANSFERS OUT                            | (930,000)                              |                  | (930,000)         | (2,135,600)                 |                  | (2,135,600)       |
| NET INCREASE(DECREASE) IN FUND BALANCE  |  | (277,060)                              | (1,243,331)      | (1,520,391)       | 1,673,593                   | (2,351,693)      | (678,100)         |
| BEGINNING FUND BALANCE                  |  | 5,743,901                              | 0                | 5,743,901         | 5,466,841                   | (1,243,331)      | 4,223,510         |
| ENDING FUND BALANCE                     |  | 5,466,841                              | (1,243,331)      | 4,223,510         | 7,140,434                   | (3,595,024)      | 3,545,410         |
| COMPONENTS OF ENDING FUND BALANCE:      |  |  |                  |                   |                             |                  |                   |
|   | Nonspendable revolving fund, stores, p/p | 177,439                                | (6,313)          | 171,126           | 168,846                     | 0                | 168,846           |
|   | Restricted programs ending balance       | 1,116,621                              | (0)              | 1,116,621         | 333,698                     | (0)              | 333,698           |
|   | Assigned for Certificated settlement     | 1,239,415                              | (1,239,415)      | 0                 | 3,616,817                   | (3,616,817)      | 0                 |
|   | Economic Uncertainty Reserve             | 2,840,533                              | 127              | 2,840,660         | 2,897,883                   | (37,830)         | 2,860,053         |
| UNASSIGNED/UNAPPROPRIATED FUND BALANCE  |  | 92,833                                 | 2,270            | 95,103            | 123,190                     | 59,623           | 182,813           |

| Santa Maria Joint Union High School District                 |                   |                   |                    |
|--|-------------------|-------------------|--------------------|
| 2016/17 ADOPTED BUDGET- MULTI YEAR PROJECTION - GENERAL FUND |                   |                   |                    |
| Recognizing changes since public hearing                     |                   |                   |                    |
|  | 2016/17           | 2017/18           | 2018/19            |
|  | Total             | Total             | Total              |
| Current year enrollment                                      | 7,947             | 8,151             | 8,482              |
| Projected Actual ADA   | 7513              | 7705              | 8017               |
| Projected Funded ADA (greater of c                           | 7446              | 7705              | 8017               |
| <b>Beginning Balance</b>                                     | <b>4,223,510</b>  | <b>3,545,410</b>  | <b>5,593,933</b>   |
| <b>Revenues</b>  |                   |                   |                    |
| LCFF Sources   | 79,940,681        | 86,299,354        | 91,133,430         |
| Federal Revenues   | 4,125,878         | 4,125,878         | 4,125,878          |
| State Revenues   | 10,106,764        | 7,650,488         | 7,650,488          |
| Local Revenues   | 483,659           | 433,659           | 433,659            |
| <b>Total Revenues</b>  | <b>94,656,982</b> | <b>98,509,379</b> | <b>103,343,455</b> |
| <b>Expenditures</b>  |                   |                   |                    |
| 1000 Certificated Salaries                                   | 37,345,037        | 38,138,076        | 39,194,121         |
| 2000 Classified Salaries                                     | 15,456,569        | 15,620,224        | 15,741,017         |
| 3000 Employee Benefits                                       | 20,361,487        | 21,621,969        | 22,992,210         |
| 4000 Books & Supplies  | 6,614,235         | 7,783,694         | 8,236,265          |
| 5000 Services and Other Operating                            | 11,058,241        | 12,343,104        | 12,481,749         |
| 6000 Capital Outlay  | 2,130,361         | 315,000           | 315,000            |
| Other Outgo, debt service, State Sp. Scho                    | 401,182           | 465,105           | 478,106            |
| Direct Support/Indirect Cost                                 | (167,629)         | (201,315)         | (201,315)          |
| <b>Total Expenditures</b>                                    | <b>93,199,482</b> | <b>96,085,857</b> | <b>99,237,151</b>  |
| <b>Operating Surplus/(Deficit)</b>                           | <b>1,457,500</b>  | <b>2,423,522</b>  | <b>4,106,304</b>   |
| Transfers Out  | (2,135,600)       | (375,000)         | (375,000)          |
| Other Financing Sources/(USES)                               | -                 |                   |                    |
| <b>Increase (Decrease) in Fund Balance</b>                   | <b>(678,100)</b>  | <b>2,048,522</b>  | <b>3,731,304</b>   |
| <b>Ending Fund Balance</b>                                   | <b>3,545,410</b>  | <b>5,593,933</b>  | <b>9,325,236</b>   |
| <b>Components of Ending Fund Balance</b>                     |                   |                   |                    |
| Nonspendable (revolving cash, stores,                        | 168,846           | 168,846           | 168,846            |
| Economic uncertainty reserve                                 | 2,860,053         | 2,893,826         | 2,988,365          |
| Restricted programs ending balances                          | 333,696           | 333,696           | 333,696            |
|  | -                 | -                 | -                  |
| Unappropriated amount, General Fund                          | 182,815           | 2,197,565         | 5,834,329          |

REGULAR MEETING  
June 21, 2016

## APPENDIX J

Ratification of Faculty Association  
Agreement



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
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22  
23  
24  
25  
26  
27  
28  
29  
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32  
33  
34  
35

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

AND THE

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY  
ASSOCIATION/CTA/NEA**

**2015-2018**

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21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35

TABLE OF CONTENTS

| <u>Article</u> |  | <u>Page</u> |
|----------------|--|-------------|
| 1              | <b>1 PREAMBLE AND RECOGNITION.</b>           | <b>1</b>    |
| 2              | 1.1 Preamble.                                | 1           |
| 3              | 1.2 Recognition.                             | 1           |
| 4              | <b>2 COMPENSATION.</b>                       | <b>2</b>    |
| 5              | 2.1 Wages.                                   | 2           |
| 6              | 2.2 Longevity.                               | 2           |
| 7              | 2.3 Doctorate Degree.                        | 2           |
| 8              | 2.4 Step Advancement.                        | 2           |
| 9              | 2.5 Extra Pay Assignments.                   | 2           |
| 10             | 2.6 Preparation Period Teaching Assignment.  | 4           |
| 11             | 2.7 Employee Benefits Program.               | 4           |
| 12             | 2.8 Employee Retirement Benefits.            | 6           |
| 13             | 2.9 Mileage.                                 | 7           |
| 14             | 2.10 Personal Property Damage Reimbursement. | 7           |
| 15             | 2.11 Student Teacher Payment.                | 7           |
| 16             | <b>3 JOINT COUNCILS.</b>                     | <b>8</b>    |
| 17             | 3.1 Faculty, Management Council (FMC).       | 8           |
| 18             | 3.2 Budget Committee.                        | 8           |
| 19             | 3.3 Local Control Accountability Plan.       | 8           |
| 20             | <b>4 HOURS.</b>                              | <b>9</b>    |
| 21             | 4.1 Workday.                                 | 9           |
| 22             | 4.2 Work Year.                               | 9           |
| 23             | 4.3 Preparation Periods.                     | 10          |
| 24             | 4.4 Campus Supervision.                      | 11          |
| 25             | 4.5 School Calendar Consultation.            | 11          |
| 26             | 4.6 Schedules.                               | 11          |
| 27             | 4.7 Job Share Provisions.                    | 12          |
| 28             | <b>5 TRANSFER/REASSIGNMENT.</b>              | <b>13</b>   |
| 29             | 5.1 Transfer/Reassignment.                   | 13          |

**TABLE OF CONTENTS - Contd.**

| <u>Article</u> |  | <u>Page</u> |
|----------------|--|-------------|
| 6              | <b>LEAVES.....</b>   | <b>15</b>   |
| 6.1            | Leaves of Absence – General.....                             | 15          |
| 6.2            | In-Lieu Policy.....  | 15          |
| 6.3            | Sick Leave.....  | 16          |
| 6.4            | Personal Necessity.....                                      | 16          |
| 6.5            | Bereavement.....   | 17          |
| 6.6            | Catastrophic Leave Bank.....                                 | 17          |
|                | • Catastrophic Leave Bank-Creation.....                      | 17          |
|                | • Catastrophic Leave Bank Eligibility and Contributions..... | 18          |
|                | • Administration of the Catastrophic Leave Bank.....         | 19          |
|                | • Withdrawal from the Bank.....                              | 20          |
| 6.7            | Family Care and Medical Leave.....                           | 22          |
| 6.8            | Sabbatical Leave.....  | 22          |
| 6.9            | Jury Duty.....   | 23          |
| 6.10           | Association Leave.....                                       | 23          |
| 6.11           | Leave of Absence Without Pay.....                            | 23          |
| 6.12           | Absence Without Leave.....                                   | 25          |
| 7              | <b>EVALUATION PROCEDURES.....</b>                            | <b>26</b>   |
| 7.1            | Evaluation.....  | 26          |
| 7.2            | Classroom Observations.....                                  | 26          |
| 8              | <b>PEER ASSISTANCE AND REVIEW.....</b>                       | <b>28</b>   |
| 9              | <b>PERSONNEL RECORDS/PUBLIC CHARGES.....</b>                 | <b>29</b>   |
| 9.1            | Personnel Files.....   | 29          |
| 9.2            | Public Charges.....  | 29          |
| 10             | <b>GENERAL TERMS AND CONDITIONS OF EMPLOYMENT.....</b>       | <b>30</b>   |
| 10.1           | Individual Contracts of Employment.....                      | 30          |
| 10.2           | Personal and Academic Freedom.....                           | 30          |
| 10.3           | Sexual Harassment and Discrimination.....                    | 30          |
| 10.4           | Reporting an Assault.....                                    | 31          |
| 10.5           | Safe and Healthful Workplace.....                            | 31          |

1 **TABLE OF CONTENTS - Contd.**

| 2  | <u>Article</u>  | <u>Page</u> |
|----|---|-------------|
| 3  |   |             |
| 4  | 10.6 Hepatitis Vaccinations. . . . .  | 32          |
| 5  | 10.7 Suspension of Pupils from Classroom.. . . .                            | 32          |
| 6  | 10.8 Notice to Unit Members of Students with a History of Violence. . . . . | 32          |
| 7  | 10.9 Physical or Psychiatric Examinations. . . . .                          | 32          |
| 8  | 10.10 Job-Related Liability Protection. . . . .                             | 32          |
| 9  | 10.11 Specialized Student Health Care.. . . .                               | 33          |
| 10 | 10.12 Copies of the Agreement. . . . .                                      | 33          |
| 11 | <b>11 CLASSROOM AIDES AND STUDENT TEACHERS. . . . .</b>                     | <b>34</b>   |
| 12 | 11.1 Classroom Aides. . . . .   | 34          |
| 13 | 11.2 Assignment of Student Teachers. . . . .                                | 34          |
| 14 | <b>12 SHARED DECISION MAKING. . . . .</b>                                   | <b>35</b>   |
| 15 | 12.1 Shared Decision Making (SDM) Site Council. . . . .                     | 35          |
| 16 | <b>13 MEMBERSHIP DUES AND SERVICE FEES. . . . .</b>                         | <b>37</b>   |
| 17 | 13.1 Membership Dues and Service Fees. . . . .                              | 37          |
| 18 | 13.2 Service Fees. . . . .  | 37          |
| 19 | <b>14 GRIEVANCE PROCEDURE. . . . .</b>                                      | <b>39</b>   |
| 20 | 14.1 Grievance Procedure.. . . .  | 39          |
| 21 | 14.1.2 Informal Problem Solving.. . . .                                     | 39          |
| 22 | 14.1.3 Formal Grievance Procedure.. . . .                                   | 39          |
| 23 | • Level I.. . . .   | 39          |
| 24 | • Level II. . . . .   | 39          |
| 25 | • Level III.. . . .   | 39          |
| 26 | • Level IV. . . . .   | 40          |
| 27 | • Level V. . . . .  | 40          |
| 28 | 14.1.4 General Provisions.. . . .   | 41          |
| 29 | <b>15 HIRING RATIO.. . . .</b>  | <b>43</b>   |
| 30 | 15.1 Hiring Ratio. . . . .  | 43          |
| 31 | 15.2 Class Size Limits. . . . .   | 43          |
| 32 | 15.3 Interview Process.. . . .  | 43          |
| 33 |   |             |
| 34 |   |             |
| 35 |   |             |



1  
2  
3  
4  
5  
6  
7  
8  
9  
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11  
12  
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14  
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21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35

**TABLE OF CONTENTS - Contd.**

| <u>Article</u>                                 | <u>Page</u> |
|--|-------------|
| <b>16 CONCLUSION.....</b>                      | <b>44</b>   |
| 16.1 Savings Provisions.....                   | 44          |
| 16.2 Maintenance of Benefits. ....             | 44          |
| 16.3 Support of Agreement. ....                | 44          |
| 16.4 Term of Agreement. ....                   | 44          |
| 16.5 Completion of Negotiations. ....          | 44          |
| <b>RATIFIED AND ACCEPTED.....</b>              | <b>46</b>   |
| <br>   |             |
| <b>APPENDIX A CERTIFICATED SALARY SCHEDULE</b> |             |
| <b>APPENDIX B DEFINITIONS</b>                  |             |
| <b>APPENDIX C ADJUNCT DUTIES</b>               |             |
| <b>APPENDIX D EVALUATION FORMS PACKAGE</b>     |             |
| <b>APPENDIX E UNIFORM SCHOOL SITE SCHEDULE</b> |             |
| <b>APPENDIX F SDM OVERSIGHT BY-LAWS</b>        |             |

ARTICLE 1

**PREAMBLE AND RECOGNITION**

1.1 Preamble

1.1.1 This Collective Bargaining Agreement (“Agreement”) is entered into by and between the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT** (herein the “District” or “Employer”) and the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION/CTA/NEA** (herein the “Association”) recognized as the Exclusive Representative pursuant to Chapter 10.7, §3540 through §3549 of Division 4 of Title One of the Government Code (the “Act”) (See Appendix B).

1.1.2 This Agreement shall supersede any District rule, policy, regulation , and/or any practice which is contrary to or inconsistent with the terms of this Agreement except MOUs.

1.2 Recognition

1.2.1 The District recognizes the Association as the exclusive bargaining agent for the following certificated employees of the District:

- Administrative Intern - Part-Time
  - Athletic Directors
  - Activities Directors
  - Coordinators
  - Counselors
  - District/SELPA Liaison
  - Librarians
  - Nurses
  - Psychologists
  - Speech Therapists
  - Teachers – Full-Time
  - Teachers – Part-Time
  - Teachers on Special Assignment
  - Teachers – Temporary
- and excluding all other positions not designated, including, but not limited to:
- Administrative Interns – Full-Time
  - Adult Education Teachers
  - Assistant Principals
  - Assistant Superintendents
  - Deans
  - Directors
  - Hourly - Contracted
  - Independent Study Teachers
  - School Principals
  - Student Teachers
  - Substitute Teachers working less than 75% of the school year
  - Summer School Teachers
  - Superintendent

1.2.2 The Association and the District agree that the unit is appropriate.

1.3 The text of California statutes referenced in this Agreement, including the Education Code, Government Code, and Labor Code, may be accessed online at [www.leginfo.ca.gov](http://www.leginfo.ca.gov).

ARTICLE 2  
**COMPENSATION**

2.1 Wages

2.1.1 Salary Schedule: The Certificated Salary Schedules are attached to this Agreement as Appendix A. For the 2015-2016 school year, the Certificated Salary Schedule shall be increased by two and sixty-three one-hundredths percent(2.63%), retroactive to July 1, 2015. For the 2016-2017 school year, the total compensation increase (salary schedule, insurance benefits package) shall be three percent(3.00%). Allocation of the compensation increase within this article shall be determined by the Association and furnished to the District not later than August 5, 2016. The salary schedule increase and retroactive amount will be reflected in the pay warrant processed in the month following ratification of this Agreement by the Board of Trustees. The Certificated Salary Schedule shall be reopened for negotiations for the 2017-2018 school year as provided by Article 16, section 16.4.1.

2.2 Longevity

2.2.1 Unit members will earn longevity steps at sixteen(16), nineteen(19) and twenty-two(22) or more years (accredited time, based on placement on the District salary schedule).

2.3 Doctorate Degree

2.3.1 One thousand five hundred dollars(\$1,500.00) will be added to Column V of the salary schedule for an earned doctorate from an accredited college or university.

2.4 Step Advancement

2.4.1 A unit member will advance on the salary schedule upon the completion of seventy-five percent(75%) service during the school year in the District. A unit member must work two(2) consecutive semesters in order to advance on the salary schedule.

2.5 Extra Pay Assignments

2.5.1 During the term of this Agreement, the extra-pay positions listed in paragraphs 2.5.2 through 2.5.4, below shall be based upon a percentage of step 1, column I, on the Salary Schedule.

2.5.2 Department Chair and Delta Curriculum Council Liaison stipends shall be established at the following:

|                                  |       |      |
|----------------------------------|-------|------|
| Department Chair:                |       |      |
| 6.0 FTE's and below              |       | 9.0% |
| 6.01 FTE's to 10.0 FTE's         | 9.5%  |      |
| Above 10.0 FTE's                 | 10.0% |      |
| Delta Curriculum Council Liaison | 2.0%  |      |

Department Chairs may share the duties and stipends for the position, Delta CCLs may not.

2.5.3 Activity stipends shall be established at the following:

|                              |      |       |
|------------------------------|------|-------|
| Activity Director            | 7.5% |       |
| Ag Judging Team Advisors     |      | 7.5%  |
| AVID                         |      | 5.5%  |
| Class Advisor-Grade 9        | 2.0% |       |
| Class Advisor-Grade 10       | 2.0% |       |
| Class Advisor-Grade 11       | 5.0% |       |
| Class Advisor-Grade 12       | 7.0% |       |
| Dance Team Advisors          | 5.5% |       |
| Drama Coach                  |      | 7.0%  |
| FBLA Advisor                 |      | 7.0%  |
| FOL (Focus Group Leaders)    |      | 6.5%  |
| FOL Head                     | 8.0% |       |
| Intramural (per semester)    | 5.8% |       |
| Journalism                   | 7.0% |       |
| Marimba/Ballet Folklorico    | 7.0% |       |
| MESA Advisor                 |      | 6.0%  |
| Music (Instrumental)         |      | 7.0%  |
| Music (Vocal)                |      | 6.5%  |
| Song & Cheer                 |      | 7.0%  |
| Speech/Debate, or Mock Trial | 6.0% |       |
| Teacher Induction Program    |      | 11.1% |
| Yearbook                     | 7.0% |       |

2.5.4 Coaching stipends shall be established at the following:

Assistant Varsity, Head JV, and Head Frosh will be seventy-five percent(75%) of the stipend.  
 Assistant JV and Assistant Frosh will be fifty percent(50%) of the stipend. There will be an extra  
 five hundred dollar(\$500.00) stipend for on-site coaches who coach two(2) or more sports per year.

|                             |       |            |
|-----------------------------|-------|------------|
| Assistant Athletic Director | 7.0%  | per season |
| Athletic Trainer            | 10.0% | per season |
| Baseball                    | 8.5%  |            |
| Head Varsity                |       |            |
| Assistant Varsity           |       |            |
| Head JV                     |       |            |
| Head Frosh                  |       |            |
| Basketball                  | 9.0%  |            |
| Head Varsity                |       |            |
| Head JV                     |       |            |
| Head Frosh                  |       |            |
| Cross Country               |       | 7.0%       |
| Football                    | 9.5%  |            |
| Head Varsity                |       |            |
| Assistant Varsity (3)       |       |            |
| Head JV                     |       |            |
| Assistant JV                |       |            |
| Head Frosh                  |       |            |
| Assistant Frosh             |       |            |
| Golf                        |       | 7.0%       |
| Head Varsity                |       |            |
| Soccer                      |       | 7.5%       |
| Head Varsity                |       |            |
| Head JV                     |       |            |
| Softball                    | 8.5%  |            |
| Head Varsity                |       |            |
| Assistant Varsity           |       |            |
| Head JV                     |       |            |
| Swimming                    | 7.0%  |            |
| Head Varsity                |       |            |

|   |              |      |
|---|--------------|------|
| 1 | Tennis       | 7.0% |
| 2 | Head Varsity |      |
|   | Head JV      |      |
| 3 | Track        | 8.0% |
|   | Head Varsity |      |
|   | Head JV      |      |
| 4 | Volleyball   | 7.5% |
| 5 | Head Varsity |      |
|   | Head JV      |      |
| 6 | Water Polo   | 7.5% |
|   | Head Varsity |      |
|   | Head JV      |      |
| 7 | Wrestling    | 8.5% |
| 8 | Head Varsity |      |
|   | Head JV      |      |

9 2.5.5 The school sites may desire to hire hourly certificated teachers as tutors after school. The District  
10 recognizes the need to start as early as possible after school to attract students to the program and  
11 avoid delay until 3:10 p.m. Therefore faculty members may tutor for the hourly pay rate after the last  
12 regularly scheduled class of the day.

13 2.5.6 Extra-pay positions listed in this paragraph shall be compensated as specified:

|    |  |            |
|----|--|------------|
| 14 | After School Tutor                               | \$21.00/hr |
| 15 | PAR Mentor                                       | \$21.00/hr |
|    | All other hourly positions except summer school. |            |

16 2.5.7 Preference for summer school positions and all other extra pay assignments including, but not  
17 limited to, positions listed in section 2.5, inclusive, shall be given to unit members.

18 2.6 Preparation Period Teaching Assignment

19 2.6.1 A teacher who is requested and agrees to teach a regular class offering during a scheduled  
20 preparation period shall be compensated at twenty percent(20%) of his or her regular daily rate of  
21 pay for each semester of the assignment.

22 2.7 Employee Benefits Program

23 2.7.1 The District shall make contributions for medical, dental, vision, life, and long-term disability  
24 insurance programs and coverages. Each unit member's contribution obligation for the medical  
25 insurance is determined by the level of coverage (single, two-party, family) that is selected.

26 2.7.1.1 For the 2015-2016 school year, the tenthly District contribution on behalf of each full-time  
27 employee is as follows:

- 28 • Single (employee only) - six hundred twenty dollars and forty-three cents (\$620.43);
- 29 • Two-party (employee and one[1] dependent) - one thousand two hundred seventy-  
30 seven dollars and seventy-eight cents (\$1,277.78);
- 31 • Family (employee and two[2] or more dependents) - one thousand seven hundred  
32 seventy-three dollars and seventy-two cents(\$1,773.72).

33 2.7.1.2 Each employee is responsible for the difference between the District contribution and the  
34



1 monthly cost of the selected health benefit plans. The administrative fee of .33% shall be  
2 included in the payroll deduction for the benefit cost.

3 2.7.1.3 If the District achieves a savings in the per-member contributions as a result of an employee  
4 electing an insurance plan coverage that costs less than the District's contribution for the  
5 2014-2015 coverage in which the employee was enrolled, a reduction in District contribution  
6 amounts for unit members who are married to other unit members, or other verifiable  
7 savings, the savings shall be placed in a restricted fund to offset future cost increases to  
8 unit members. The distribution of the savings dollars shall be determined by the  
9 Association.

10 2.7.2 The following special provisions are related to the employee insurance benefits program.

11 2.7.2.1 Each unit member employed at .80 FTE or greater on or after January 1, 2008 shall be  
12 required to enroll as the subscriber and pay the applicable contribution for the plan selected  
13 in the District's health and welfare insurance program. Employees hired prior to January 1,  
14 2008 are not required to enroll in the District's health and welfare insurance plan. However,  
15 once the employee hired prior to January 1, 2008 enrolls in the District's health and welfare  
16 plan as a subscriber, the employee must remain as a subscriber in the District's health and  
17 welfare plan as long as they remain an employee of the District.

18 2.7.2.2 Permanent and probationary employees .16 to .79 FTE, and temporary employees .60 FTE  
19 to .79 FTE, shall have the option to participate and shall have District health and welfare  
20 plan contributions pro-rated in accordance with the following schedule:

|                  |                               |
|------------------|-------------------------------|
| 21 .80 and above | 100% of District contribution |
| 22 .60 to .79    | 75% of District contribution  |
| 23 .40 to .59    | 50% of District contribution  |
| .16 to .39       | 25% of District contribution  |

24 2.7.2.3 Temporary employees below .60 FTE shall not receive District paid contributions.

25 2.7.3 If a unit member and spouse/domestic partner are employed .80 FTE or greater prior to January 1,  
26 2008 and are covered by this Agreement, the unit members' contribution obligation is waived if they  
27 enroll as subscriber and dependent on a two(2)-party or family plan prior to January 1, 2008. If the  
28 unit member and spouse/domestic partner elect to have separate health and welfare plans, each  
29 unit member shall be responsible for the contribution obligation of the plan the unit member selects  
30 at the same rate as any other unit member. Once each unit member becomes a subscriber, the  
31 unit member must remain a subscriber as long as the unit member remains an employee of the  
32 District and the unit member's contribution obligation is no longer waived. If one unit member is  
33 full-time (at least .80 FTE) and the spouse/domestic partner is part-time, the following calculation  
34

1 applies:

| 2 Spouse/Domestic<br>3 Partner FTE | District Contribution of<br>Unit Member's Contribution |
|------------------------------------|--|
| 4 .60 FTE                          | 87.5%  |
| .40 FTE                            | 75.0%  |
| 5 .20 FTE                          | 62.5%  |

6 2.7.4 The Association is responsible for the designation of the health insurance provider.

7 2.7.4.1 The District is not a party to the designation of a health insurance provider. As such, the  
8 District shall not be bound by any resolution, agreement, contract, or other legal device of  
9 the health insurance provider unless specifically ratified by the Board of Trustees. The  
10 District's obligation to any health insurance provider is limited to processing and transmitting  
11 the contribution amounts set forth in paragraph 2.7.1.1 of this Article, including prorated  
12 contributions for part-time employees and contributions for eligible retired employees as set  
13 forth in paragraph 2.8 of this Article.

14 2.7.4.2 The District's contribution shall not extend to payment of any fees, costs, dues, or  
15 assessments that exceed the contribution amounts set forth in paragraph 2.7.1.1, unless  
16 specifically ratified by the Board of Trustees.

17 2.7.4.3 No provision relative to health insurance contained in this Agreement may be modified  
18 based on the Association's designation of a particular health insurance provider.

19 2.7.5 The District will receive written assurance that it will never be financially liable to the health  
20 insurance provider for more than the contributions made on behalf of District employees. The  
21 assurance may be made in any form that is acceptable to the District.

## 22 2.8 Employee Retirement Benefits

23 2.8.1 Unit members hired on or after January 1, 2008 must have been vested in the District for ten(10)  
24 years in order to receive retiree benefits offered by the District.

25 2.8.2 Effective March 1, 1990, retiring unit members have the option of continuing to receive fully paid  
26 District health and welfare benefits for single-party coverage, or; participate in the health and  
27 welfare benefit plan as if they were active employees. Retirees choosing the latter shall be  
28 responsible for current co-payments of premiums.

29 2.8.3 The District will pay one hundred percent(100%) of retiree only coverage for medical, dental and  
30 vision insurance until the retiree is eligible for Medicare or attains age sixty-five(65).

31 2.8.4 The District will continue health, dental and vision insurance benefits until the retiree is eligible for  
32 Medicare or attains age sixty-five(65).

33 2.8.5 Retirees/spouses wishing to continue coverage after age sixty-five(65), may enroll in health and  
34

1 dental programs at their own expense with open enrollment restrictions.

2 2.9 Mileage

3 2.9.1 Unit members who use their own transportation in the performance of their duties, and unit  
4 members who are assigned to more than one(1) school per day, shall be reimbursed for all such  
5 travel at the current Internal Revenue Service allowable rate per mile. Unit members who use their  
6 personal transportation for approved field trips or other approved District business shall receive the  
7 benefits provided in this section.

8 2.10 Personal Property Damage Reimbursement

9 2.10.1 The District will consider requests for reimbursement for damages or loss to personal property used  
10 in the course of employment. Such use must have prior written District approval and must not  
11 involve culpability on the part of the unit member. The District and the Association agree to review  
12 methods to protect unit members' personal property.

13 2.11 Student Teacher Payment

14 2.11.1 A unit member who accepts the responsibility for a student teacher shall be paid the student  
15 teacher fee offered by the sponsoring educational institution.

ARTICLE 3  
JOINT COUNCILS

3.1 Faculty, Management Council (FMC)

3.1.1 The purpose of FMC is to facilitate communication within the District and to problem-solve on an informal and expeditious basis. The FMC will consist of the President of the Association along with one(1) teacher from each of the comprehensive sites (appointed by the Association Executive Board) the Superintendent, and two(2) other management employees (appointed by the Superintendent).

3.1.2 FMC will meet once per month with logistics to be determined by the Superintendent and the President. All agenda items will be submitted to the other party at least three(3) days in advance of the scheduled meeting date. No item relating to a specific school site may be placed on the agenda unless the issue has been addressed by the School Site Principal.

3.2 Budget Committee

3.2.1 The District and the Association agree to establish a Budget Committee which shall include two(2) teachers appointed by the Association Executive Board and two(2) administrators.

3.2.2 The Committee will serve in an advisory capacity to assist in preparation of the proposed budget for the June Board meeting. The Committee will meet at least monthly, as needed, decided by the committee, to receive information and make recommendations to the District on budget priorities.

3.3 Local Control Accountability Plan

3.3.1 Bargaining unit members, on all District LCAP committees, shall be appointed by the Association Executive Board.

3.3.2 Following the initial meeting of the LCAP Steering Committee to begin the Annual Update Template process, the District will meet with up to five(5) members appointed by the Association Executive Board to receive input on behalf of their constituency. The meeting shall be held within three(3) weeks of the initial Steering Committee meeting.

1 ARTICLE 4

2 HOURS

3 4.1 Workday

4 4.1.1 Except as modified elsewhere in this Agreement, the normal work day for full-time regular teachers  
5 covered by this Agreement shall be seven hours and fifteen minutes(7:15), exclusive of a duty-free  
6 lunch, beginning five(5) minutes before the first student period and ending fifteen(15) minutes after  
7 the last student period. The uniform school site schedule is attached as Appendix E. The regular  
8 teaching assignment shall be five(5) teaching periods and two(2) preparation periods between the  
9 hours of 7:25 a.m. and 3:10 p.m. A teaching assignment outside of the regular bell schedule must  
10 be negotiated between the parties.

11 4.1.2 The Independent Study Coordinator's hours may extend no later than 9:00 p.m.

12 4.1.3 All other unit members will not be required to work past 5:00 p.m. on a daily basis. If there is a need  
13 for unit members to serve on a daily basis past 5:00 p.m., it is agreed to re-open and discuss this  
14 Article.

15 4.1.4 Field trips are not subject to limitations set forth in section 4.1.1, inclusive, of this Article.

16 4.1.5 It is understood and agreed that hours of employment at Delta may be different from the hours of  
17 other unit members. The differences in terms and conditions of employment between unit  
18 members assigned to Delta, and teachers assigned to other schools in the District shall not be  
19 grounds for grievances because they are different. The District agrees to make no changes in  
20 adopted District Policies concerning hours of employment at Delta without negotiations with the  
21 Association.

22 4.1.6 The parties to this Agreement agree that the normal work day set forth above shall not be construed  
23 to limit the District's right to require, and/or the unit member's obligation to participate in or perform,  
24 adjunct duties outside the normal work day without additional compensation. If adjunct duties  
25 cannot be staffed by volunteers, assignments thereto shall be made in an equitable way as outlined  
26 in Appendix C.

27 4.2 Work Year

28 4.2.1 Except as otherwise provided in this Agreement, the work year for classroom unit members shall  
29 be no more than one hundred eighty-five(185) days per school year, including one hundred  
30 eighty(180) student contact days, two(2) unit member work days and three(3) staff development  
31 days conditional upon state budget allocations for the staff development days. Should State  
32 funding be withdrawn, the unit member work year will revert to one hundred eighty-three(183) days,  
33 of which three(3) days are unit member work days.



1 4.2.2 Any time or day variation, requested by a site, from the normal work day schedule for the three staff  
2 development days will be negotiated.

3 4.2.3 If the two(2) unit member work day(s) cannot fit within the Monday through Friday cycle, the work  
4 day shall be worked at the unit member's discretion within a two(2)-week period of the first(1st)  
5 contact day, with reasonable notification to the Principal. No mandatory staff meetings will be held  
6 before the start of student contact days unless agreed to by the Association.

7 4.2.4 The District reserves the right to require non-classroom teacher unit members, including, but not  
8 limited to, Librarians, Coordinators, and Psychologists to work an additional number of days at their  
9 daily rate of pay under this Agreement.

10 4.2.4.1 Counselors will be guaranteed at least five(5) contiguous days of additional work per school  
11 year for the term of the Agreement.

12 4.2.4.2 The work year for Psychologists and SBCP Coordinators shall have ten(10) additional  
13 days per school year, pro-rated if less than a full-time equivalent assignment.

14 4.2.4.3 Special Education Coordinators shall have seven(7) additional days beyond the one  
15 hundred eighty-five(185) contract days per school year, pro-rated if less than a full-time  
16 equivalent assignment.

17 4.2.4.4 The position of Special Education Department Chair and Special Education Coordinator  
18 shall not be held by the same unit member at any site, except by mutual agreement  
19 between the District and the Association.

20 4.2.4.5 School Nurses shall have five(5) additional work days per school year.

21 4.2.5 All Agricultural teacher unit members, regardless of teaching load within the agriculture department,  
22 shall be offered twenty-eight(28) additional days for summer work at their daily rate of pay.

23 4.2.6 The specific calendar for these days shall be assigned after consultation with the unit member.

#### 24 4.3 Preparation Periods

25 4.3.1 The District agrees not to change the proportion of teaching to preparation periods for the duration  
26 of this Agreement (five[5] periods teaching, two[2] preparation periods).

27 4.3.2 Non-classroom personnel shall not be entitled to preparation periods, but shall be entitled to two(2)  
28 fifteen(15)-minute rest periods during a normal work day. Such rest periods shall be taken at times  
29 which do not disrupt or interfere with regular duties.

30 4.3.3 Classroom unit members who travel from one(1) campus to another shall use a portion of their  
31 preparation period for such travel. The remainder of the period shall be used for preparation. No  
32 classroom unit member shall be required to make more than one(1) campus change for instruction  
33 per day. Classroom unit members will only be assigned to two(2) schools when necessary.  
34

1 4.3.4 Preparation Period teaching assignments shall be offered to volunteers who are regular part-time  
2 employees on a rotating seniority basis. If no regular part-time employee volunteers, preparation  
3 period teaching assignments shall be offered to volunteers who are regular full-time employees on  
4 a rotating seniority basis.

5 4.3.4.1 Each school site shall post potential assignments and offer unit members an opportunity to  
6 volunteer for Preparation Period assignments at the beginning of each school year.

7 4.3.4.2 Volunteers will be listed by department and by hire date seniority from the most senior to  
8 the least senior. If an opportunity arises, it shall be offered to the most senior employee in  
9 the department.

10 4.3.4.3 If an employee declines an offer, he or she shall not receive another offer until the other  
11 employees on the list have accepted or declined subsequent offers. Upon request, the  
12 District will provide the Association a copy of each list utilized pursuant to paragraph 4.3.4.2.

13 4.3.4.4 The District agrees that Preparation Period assignments shall be limited to twelve(12)  
14 sections per school site, unless the site Principal and Association President agree to a  
15 higher number.

#### 16 4.4 Campus Supervision

17 4.4.1 The District agrees to review its campus supervision requirements of unit members with the  
18 Association at least twice a year. In case of an emergency the District and the Association agree  
19 that emergency supervision requirements will be reviewed and approved by the Principal and the  
20 Association President or designee at each site.

#### 21 4.5 School Calendar Consultation

22 4.5.1 The Association shall be consulted annually on the calendar prior to its adoption by the District.  
23 If no agreement is reached by the April Board meeting, the Board may act unilaterally.

#### 24 4.6 Schedules

25 4.6.1 The regular schedule shall begin with Period One at 7:30 a.m. and end with Period Seven at  
26 2:55p.m. Each teaching and preparation period shall be fifty(50) minutes in length. The passing  
27 time between periods is ten(10) minutes, except that passing time between periods Three and Four  
28 shall be fifteen(15) minutes and serves as a nutrition break. Lunch is between Fifth and Sixth  
29 periods and shall be forty(40) minutes in length, including ten(10) minute passing time (See  
30 Appendix E). If an In-School Intervention teacher's regular assignment requires covering students  
31 during the scheduled nutrition break and/or lunch period, the equivalent amount of time shall be  
32 scheduled by mutual agreement with the Principal. The Intervention teacher lunch period will be  
33 held either immediately before or after the regular lunch period. Prior to each school year, the  
34

1 Principal and the Intervention teacher at each site will mutually agree on which time frame will be  
2 used for lunch. The District and Association shall determine uniform “special day” schedule(s) by  
3 mutual agreement.

4 4.7 Job Share Provisions

5 4.7.1 The District agrees to consider requests for teachers to job share in a way that is agreeable to the  
6 Principal and the department and student needs. It is understood that the District does not owe a  
7 full-time teacher a part-time assignment.

8 4.7.1.1 All job shares are subject to annual approval by the District. Deadline dates for requesting  
9 leaves are referred to in Article 6, section 6.11.3. A teacher may apply for a job share for  
10 either a full year or a semester, pending successful hiring of a qualified replacement.

11 4.7.1.2 If the job share request is approved, the Principal, in conjunction with the Department Head  
12 and the requesting teacher(s), will work out the specific arrangements of the assignment.  
13 Priority is given to the program needs.

14 4.7.1.3 Teachers will find their own job share partner within the District, otherwise outside  
15 applicants are subject to the District hiring process. If no qualified teacher is found, the  
16 District may deny the request.

17 4.7.2 While teachers are allowed to request the percentage of their job share, the final schedule is  
18 subject to approval by the District. All pay will be pro-rated, and benefits will be provided as set  
19 forth in Appendix B.

1 ARTICLE 5

2 TRANSFER/REASSIGNMENT

3 5.1 Transfer/Reassignment

4 5.1.1 "Transfer/Reassignment" refers to any change in the permanent assignment of unit members  
5 from one(1) site to a different site. A vacancy is any position to which a unit member is not  
6 assigned. This includes any vacated, promotional, or newly created position, including positions  
7 created by reconfiguration or restructuring.

8 5.1.2 Upon knowledge of vacancies, the District shall deliver to the Association and post in all school  
9 buildings a list of all vacancies which occur during the school year and for the following school year.  
10 The list shall contain the following: A closing date which is at least five(5) working days following  
11 the posting date; a job description; credentials and qualifications necessary to meet the  
12 requirements of the position. No assignment to fill a vacancy shall be made until after the closing  
13 date. The District shall, upon request by a unit member, notify that unit member by mail of any  
14 posted openings which may arise during the summer recess or a period of leave. The unit  
15 member's request must be in writing and must include a mailing address. If a unit member already  
16 has a transfer application on file, it is not necessary to make a further application in order to be  
17 considered for any vacancies. The District shall, upon request of the unit member, deliver in  
18 writing, the reasons for the unit member not receiving the vacancy. No outside applicant shall be  
19 selected to fill a vacancy if there is a qualified unit member applicant.

20 5.1.3 Unit members who desire a transfer/reassignment may file a written statement of such desire with  
21 the Human Resources Office. Such statement shall include the grade and/or subject to which the  
22 unit member desires to be assigned, and the school or schools to which the unit member desires  
23 to be transferred/reassigned.

24 5.1.4 Upon request, and as soon as practical, the District shall make available to the Association a list  
25 of all unit members who have been transferred/reassigned. The District shall not be required to  
26 furnish such a list more than once in any given school year, unless further transfer/reassignments  
27 occur, then upon request.

28 5.1.5 A unit member may submit a request(s) for transfer to the District each academic year on the  
29 District Transfer Form, whether or not a vacancy exists. A unit member may also submit a request  
30 for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of  
31 this Article. If two(2) or more unit members with the required credentials and equal qualifications  
32 relating to the job description for the position apply for a vacancy, the unit member with the greatest  
33 seniority shall receive the transfer. If a unit member's request for a voluntary transfer is denied, the  
34

1 unit member, upon request, shall be granted a meeting with the administrator who denied the  
2 request to discuss the reasons for the denial. Following the meeting the unit member may request  
3 and shall receive written reasons for the denial. If the unit member requests that his/her application  
4 for transfer be kept confidential, only the Principal at his/her school shall be notified by the District  
5 of the application. Unit members returning from leave shall be afforded all rights provided under  
6 this section. If there is a qualified volunteer for a vacant position, the position cannot be filled by  
7 an involuntary transfer.

8 5.1.6 Involuntary transfer/reassignment shall be made only for the following reasons: A decrease in the  
9 number of pupils which requires a decrease in the number of unit members, class size, elimination  
10 of program(s) and/or funding, or school closings. If a decrease in the number of pupils or the  
11 elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making  
12 any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary,  
13 the unit member with the least seniority with the appropriate credential shall be transferred and/or  
14 reassigned. An involuntary transfer/reassignment shall be made only after a conference with the  
15 unit member involved. The unit member may elect to have a representative of the Association  
16 present at the conference.

17 5.1.7 Notices of involuntary transfer/reassignment shall be given in writing to the unit members as soon  
18 as practical. Unit members who are transferred/reassigned during the school year shall be given  
19 five(5) days' notice insofar as practical before the actual transfer/reassignment occurs and shall be  
20 allowed two(2) days of paid release time for preparation prior to the effective date of the transfer/  
21 reassignment. The District shall provide assistance in moving a unit member's materials whenever  
22 a unit member is transferred/reassigned.

1 ARTICLE 6

2 LEAVES

3 6.1 Leaves of Absence – General

4 6.1.1 Leaves of absence are authorized time away from work and may be with or without pay as  
5 specified by the District.

6 6.1.2 Unit members must request in writing all leaves of absence except sick leave, in-lieu leave,  
7 industrial accident or illness leave, or bereavement leave. Except in emergencies, leave of  
8 absence may not commence prior to written approval.

9 6.1.3 Except as provided by statute or by express provision of Board Policy, the District retains the right  
10 to withhold approval of any leave requested.

11 6.1.4 The District at any time may require adequate confirmation of stated reasons for leave, and any  
12 false statement made to support a request for leave shall be grounds for withholding leave benefits.  
13 A unit member on paid leave of absence shall not be gainfully employed by any other employer  
14 except as approved by the District. Violation of this provision shall be grounds for withholding leave  
15 benefits.

16 6.1.5 Following any three(3)-day leave due to illness, a doctor’s statement attesting to the unit member’s  
17 fitness to resume employment may be required before the unit member returns to work. The  
18 District may require, at District expense, confirmation by a doctor of the District’s choice before a  
19 unit member is eligible to return to work.

20 6.1.6 A unit member who fails to return to work at the expiration of approved leave shall be deemed to  
21 be absent without leave. See 6.12.1

22 6.2 In-Lieu Policy

23 6.2.1 The “In-Lieu” policy is specifically intended as coverage for singleton periods wherein the regular  
24 teacher is missing from two(2) or fewer periods or when the District is unable to find enough  
25 substitutes. Priority should be given to in-lieu teachers before using substitutes. When a teacher  
26 substitutes for another teacher at the request of the administration, the teacher substituting shall  
27 be credited with “in-lieu” leave for each period served. For this Article, a “period” shall be defined  
28 as one(1) teaching period. The following conditions shall be met:

29 6.2.1.1 Participation shall be voluntary. Any certificated unit member who does not have a 1.0 FTE  
30 class assignment is not eligible to participate in the in-lieu program.

31 6.2.1.2 Substitutes shall be assigned by site administration

32 6.2.1.3 All records of “in lieu” time shall be maintained by site administration.

33 6.2.1.4 The selection process for teachers substituting requires:  
34



1 6.2.1.4.1 Written sign-ups must designate a specific preparation period.

2 6.2.1.4.2 Any exception to 6.2.1.4.1 shall have written authorization by the Principal or designee.

3 6.2.1.5 An orderly selection process with the following priorities will be followed.

4 6.2.1.5.1 The absent teacher's preference.

5 6.2.1.5.2 Members from the department absented.

6 6.2.1.5.3 Rotation from the sign-up pool.

7 6.2.2 An eligible unit member may only in-lieu during his/her designated preparation period.

8 6.2.3 Advanced approval from site administration for use of "in lieu" time is required.

9 6.2.4 Five(5) periods equals one(1) day of "in lieu" time.

10 6.2.5 "In lieu" time may be accumulated from one(1) year to another not to exceed a total of ten(10) days  
11 at any time.

12 6.2.6 A maximum of five(5) days of "in lieu" time may be earned or used in any one(1) academic year.  
13 No more than three(3) work days may be used consecutively.

14 6.2.7 "In lieu" time may be used for any reason in whole day increments.

15 6.2.8 Upon separation from the District, there will be no obligation to pay for any unused in-lieu days.  
16 Upon separation from the District, unused in- lieu days may be donated to the Catastrophic Leave  
17 Bank.

### 18 6.3 Sick Leave

19 6.3.1 Sick leave is the authorized absence of a unit member due to temporary disability preventing the  
20 unit member from working.

21 6.3.2 Full-time unit members are entitled to ten(10) days' sick leave per school year. Sick leave days not  
22 taken shall be accumulated from year to year.

23 6.3.3 Following any absence of three(3) days or longer for which sick leave is claimed, the District may  
24 require appropriate verification attesting to the unit member's illness during the absence.

25 6.3.4 When unit members are absent due to illness or personal necessity for less than a full day, their  
26 sick leave will be charged one(1) hour for every hour of absence.

27 6.3.5 Except as provided by statute, upon separation from the District, no remuneration will be paid for  
28 unused sick leave.

### 29 6.4 Personal Necessity

30 6.4.1 Personal necessity leave shall be deducted from accumulated sick leave. No more than nine(9)  
31 personal necessity leave days may be used in a school year. Personal necessity leave days can  
32 only be used for reasons listed in this Article with the following conditions:

33 6.4.1.1 Leave is not to be used for any concerted activity.

1 6.4.1.2 On a form provided by the District, the unit member must specify a reason under this Article  
2 and provide a signature certifying the information is correct.

3 6.4.2 The term “personal necessity” for purposes of this Article is limited to the following:

4 6.4.2.1 Death of a member of the unit member’s extended family when the number of days  
5 requested exceed the number provided for under Bereavement Leave.

6 6.4.2.2 An accident involving the unit member’s person or property or the person or property of a  
7 member of his/her immediate family and of such an emergency nature as to require the  
8 attention and presence of the unit member during the working day.

9 6.4.2.3 An illness of a unit member’s immediate family or household which the unit member cannot  
10 reasonably be expected to disregard, and which requires the attention of the unit member  
11 during the working day. For extended leaves beyond the allotted nine(9) days, refer to  
12 Section 6.6, Catastrophic Leave Bank.

13 6.4.2.4 Imminent danger to the unit member’s home, serious in nature and which requires the  
14 presence of the unit member during the working day.

15 6.4.2.5 Personal presence of the parent at the time of birth or adoption of a child, or when birth is  
16 imminent.

17 6.4.2.6 Actual attendance at the funeral of a distant relative, friend, neighbor, or employee.

18 6.4.2.7 Unforeseen circumstances involving transportation or storm conditions that prevent the unit  
19 member from traveling to and from work.

20 6.4.2.8 Appearance in court as a litigant, except as a plaintiff against the District.

21 6.4.2.9 Specific family responsibilities or family business imperatives which require the personal  
22 presence of the unit member during working hours.

23 6.4.2.10 Recognized holidays of the unit member’s religion, on which its members traditionally refrain  
24 from work.

25 6.5 Bereavement

26 6.5.1 A unit member may request and the District will grant bereavement leave not to exceed five(5)  
27 days in the event of death of any member of the extended family of the unit member. Extended  
28 family is defined as a legal or blood relative, or an individual who performed the functions of a  
29 parent to the teacher or spouse.

30 6.6 Catastrophic Leave Bank

31 6.6.1 Catastrophic Leave Bank – Creation

32 6.6.1.1 Days in the Catastrophic Leave Bank shall accumulate from year to year.

33 6.6.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the  
34

1 daily rate of pay of the Catastrophic Leave Bank participant.

2 6.6.1.3 The Catastrophic Leave Bank shall be administered by a three(3)-member Catastrophic  
3 Leave Bank Committee appointed by the President of the Association and one(1) ex-officio  
4 representative from the District.

5 6.6.2 Catastrophic Leave Bank Eligibility and Contributions

6 6.6.2.1 All certificated employees on active duty with the District are eligible to contribute to the  
7 Catastrophic Leave Bank. For purposes of this Article, the Superintendent shall be  
8 considered a certificated employee.

9 6.6.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be  
10 permitted to withdraw from the Bank.

11 6.6.2.3 Certificated employees who elected to join the Catastrophic Leave Bank must have joined  
12 by December 1, 1992. There will be no subsequent open enrollment period.

13 6.6.2.4 The contribution, on the appropriate form, will be authorized by the Participant and  
14 continued from year to year until canceled by the Participant.

15 6.6.3 Cancellation, on the proper form, may be effected at any time and Participant shall not be eligible  
16 to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for  
17 contribution to the Bank shall not be returned if the Participant effects cancellation.

18 6.6.3.1 Contributions shall be made between July 1, and October 1, of each school year after the  
19 initial year. New hires and temporary teachers offered probationary employment will be  
20 permitted to contribute within thirty(30) calendar days of beginning work or change of status.  
21 The District shall supply the necessary enrollment forms. There will be no subsequent open  
22 enrollment period.

23 6.6.3.2 The annual rate of contribution by each Participant for each school year shall be one(1) day  
24 of sick leave which shall be deemed to equate to the legal minimum required by Education  
25 Code §44043.5.

26 6.6.3.2.1 An additional day of contribution will be required of participants if the number of days  
27 in the Bank falls below thirty(30). Catastrophic Leave Bank participants who are  
28 drawing from the Bank at the time of the assessment will not be required to contribute  
29 to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has  
30 no remaining sick leave at the time of the assessment, they need not contribute the  
31 additional day to remain a participant in the Catastrophic Leave Bank.

32 6.6.3.2.2 If the number of days in the Bank at the beginning of a school year exceeds one  
33 thousand(1,000), no contribution shall be required of returning Participants. Those  
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1 Participants joining the Catastrophic Leave Bank for the first time and those returning  
2 from leave, shall be required to contribute one(1) day to the Bank.

3 6.6.3.2.3 The District and the Association will review this Section annually prior to the end of the  
4 school year.

5 6.6.3.3 Participants who are retiring or leaving the employ of the District may contribute their  
6 unused sick leave to the Catastrophic Leave Bank.

7 6.6.4 Administration of the Catastrophic Leave Bank

8 6.6.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the  
9 records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity  
10 of requests, approving or denying the requests, and communicating its decisions, in writing,  
11 to the Participants and to the District.

12 6.6.4.2 The committee's authority shall be limited to administration of the Bank. The Committee  
13 shall approve all properly submitted requests complying with the terms of this Article.  
14 Withdrawals may not be denied on the basis of the type of illness or disability.

15 6.6.4.3 Applications shall be revised and decisions of the Committee reported to the applicant, in  
16 writing, within ten(10) days of receipt of the application.

17 6.6.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the  
18 illness except as necessary to process the request for withdrawal and defend against any  
19 appeals of denials.

20 6.6.4.5 By October 15, of each school year, the District shall notify the Committee of the following:

21 6.6.4.5.1 The total number of accumulated days in the Bank on June 30<sup>th</sup> of the previous school  
22 year.

23 6.6.4.5.2 The number of days contributed by Participants for the current year.

24 6.6.4.5.3 The names of participants.

25 6.6.4.5.4 The total number of days available in the Bank.

26 6.6.5 By the tenth(10th) day of each calendar month in which there is activity in the preceding month, the  
27 District shall notify the Committee of the following:

28 6.6.5.1 The names of any additional Participants who have joined in accordance with Section  
29 6.6.3.1.

30 6.6.5.2 The names of any Participants who have canceled participation in accordance with Section  
31 6.6.3.

32 6.6.5.3 The total number of days in the Bank at the beginning of the previous month.

33 6.6.5.4 The total number of days added to the Bank by new Participants.

1 6.6.5.5 The total number of days awarded during the previous month and to whom they were  
2 awarded.

3 6.6.5.6 Any dispute between the Committee and the District as to the accounting of Catastrophic  
4 Leave Bank days shall be immediately reconciled.

5 6.6.5.7 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the  
6 Catastrophic Leave Bank shall be returned to the then current Participants of the Bank  
7 proportionately.

8 6.6.6 Withdrawal from the Bank

9 6.6.6.1 Catastrophic Leave Bank Participants, whose accumulated sick leave is exhausted, may  
10 withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall  
11 be defined as any illness or injury that incapacitates the Participant for over nine(9)  
12 consecutive duty days or incapacitates a member of the Participant's family for over nine(9)  
13 consecutive duty days which requires the Participant to take time off work to care for that  
14 family member. If a reoccurrence or a second(2nd) illness or injury incapacitates a  
15 Participant or member of the Participant's family within 12 months, it shall be deemed  
16 catastrophic after five(5) consecutive duty days. Withdrawals for any single illness shall  
17 not exceed one hundred eighty-five(185) total days.

18 6.6.6.2 When a Participant is ill and has exhausted his/her accumulated sick leave, a differential  
19 pay period of five(5) calendar months begins. At that point in time an eligible Participant  
20 may begin Catastrophic Leave Bank withdrawals.

21 6.6.6.3 When a Participant has exhausted his/her personal necessity leave in any one(1) year, and  
22 has a family member who is ill or incapacitated, the Participant is eligible to withdraw from  
23 the Catastrophic Leave Bank. Said Participant agrees to reimburse the Catastrophic Leave  
24 Bank for any days withdrawn from the Bank with his/her accumulated sick leave. When  
25 the Participant's sick leave is exhausted, the Catastrophic Leave Bank will cover any  
26 unreimbursed days up to one hundred eighty-five(185) days per single illness.

27 6.6.6.4 Participants who have exhausted sick leave, but still have differential leave available are  
28 eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the  
29 Participant full pay and the Bank shall be charged one(1) day.

30 6.6.6.5 The first nine(9) duty days of illness or disability must be covered by the Participant's own  
31 sick leave, differential leave, or leave without pay the first(1st) time said Participant qualifies  
32 for a withdrawal from the Bank. For subsequent withdrawals within twelve(12) consecutive  
33 months, the first(1st) five(5) duty days of illness must be covered by the Participant's own  
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1 sick leave, differential leave, or leave without pay.

2 6.6.6.6 If a Participant is incapacitated, applications may be submitted to the Committee by the  
3 Participant's agent or member of the Participant's family.

4 6.6.6.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than  
5 thirty(30) duty days. Participants may submit requests for extensions of withdrawals as  
6 their prior grants expire. A Participant's withdrawal from the Bank may not exceed the  
7 statutory maximum period of twelve(12) consecutive months.

8 6.6.6.8 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave  
9 Bank will be required to submit a doctor's statement indicating the nature of the illness or  
10 injury and the probable length of absence from work. Members of the Committee shall keep  
11 information regarding the nature of the illness confidential. A Participant's withdrawal may  
12 not exceed the statutory maximum period of twelve(12) consecutive months.

13 6.6.6.9 If a Participant has drawn thirty(30) Catastrophic Leave Bank days and requests an  
14 extension, the Committee may require a medical review by a physician of the Committee's  
15 choice at the Participant's expense. The Committee shall choose only a physician who  
16 qualifies under the District offered insurance policy. Refusal to submit to the medical review  
17 will terminate the Participant's continued withdrawal from the Bank. The Committee may  
18 deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical  
19 report. The Participant may appeal any termination under the procedures outlined in  
20 Section 6.6.8 below.

21 6.6.6.10 Leave from the Bank may not be used for illness or disability which qualify the  
22 Participants for Workers' Compensation benefits unless the Participant has exhausted all  
23 Workers' Compensation leave and his/her own sick leave.

24 6.6.6.11 The Bank will be charged for any additional days granted and the Participant will be  
25 guaranteed an amount equal to their daily rate of pay. The District shall be responsible for  
26 paying the difference between the Participants daily rate of pay and Workers' Compensation  
27 benefits.

28 6.6.6.12 In the case of a disputed Worker's Compensation claim which is eventually settled in favor  
29 of the Participant, the District shall reimburse the Bank for the appropriate number of days  
30 granted the Participant.

31 6.6.6.13 When the Committee may reasonably presume that the applicant for a draw may be eligible  
32 for a Disability award or a Retirement under the California State Teachers Retirement  
33 System ("CalSTRS") or, if applicable, Social Security, the Committee may request that the  
34



1 draw applicant apply for disability or retirement. Failure of the draw applicant to submit a  
2 complete application, including medical information provided by the applicant's physician,  
3 within twenty(20) days will disqualify the Participant from further Catastrophic Leave Bank  
4 withdrawals. Any requests for additional medical information from CalSTRS or Social  
5 Security shall be submitted within ten(10) days or the Participant's entitlement to  
6 Catastrophic Leave Bank withdrawals will cease. If denied benefits by CalSTRS or Social  
7 Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall  
8 cease.

9 6.6.6.14 Catastrophic Leave Bank Participants who are denied a withdrawal or whose withdrawal  
10 is not renewed or terminated may, within thirty(30) days of denial, appeal, in writing, to the  
11 Executive Board of the Association. The Executive Board of the Association shall hold a  
12 hearing within fifteen(15) duty days of the appeal. The Executive Board shall issue a  
13 confidential written decision within fifteen(15) duty days of the appeal. If the Participant's  
14 incapacitation does not allow participation in this appeal process, the Participant's agent  
15 or member of the family may process the appeal.

16 6.6.7 Appeals of decisions will be referred to the Association Executive Board. If no agreement is  
17 reached the appeal will be referred to State Mediation/Arbitration.

18 6.7 Family Care and Medical Leave

19 6.7.1 The District will provide family care and medical leave in accordance with all state and federal  
20 provisions. Participants in the District Catastrophic Leave Bank meet the provisions of the Family  
21 Care and Medical Leave statute. For certificated employees who are not participants in the  
22 Catastrophic Leave Bank, the District shall provide the unit member, upon request, Family Care  
23 and Medical Leave in accordance with federal and state statutes.

24 6.8 Sabbatical Leave

25 6.8.1 Unit members may apply for sabbatical leave upon completion of at least seven(7) years' full-time  
26 consecutive service in the District.

27 6.8.2 Applications for sabbatical leaves shall be made to the District by January 15 of the year  
28 preceding the requested leave.

29 6.8.3 A committee of two(2) administrators, two(2) unit members appointed by the Association, and  
30 one(1) Board member shall review all applications and make a recommendation to the Board. A  
31 member of the committee shall make a presentation to the Board on behalf of those applicants  
32 whose sabbatical leave is recommended by the Committee.

33 6.8.4 Applications for second(2nd) semester or third(3rd) and fourth(4th) term leaves shall be made to  
34

1 the District by October 15 of the school year of the requested leave.

2 6.8.5 Leaves may be granted by the District for graduate study or research which will be of benefit to  
3 the District. Approval will be based on the value of the proposed sabbatical leaves to the District,  
4 distribution of applicants, and the availability of funds.

5 6.8.6 Not more than three(3) percent of the unit members may be on sabbatical leave at any one(1)  
6 time.

7 6.8.7 Unit members receiving a full year sabbatical leave must return to the District for a period of at least  
8 two(2) years in full time employment immediately following the sabbatical year. Those receiving  
9 a one(1)-semester or two(2)-term (See Appendix B) sabbatical leave must return for a period of at  
10 least one(1) year in full time employment immediately following the sabbatical semester.

11 6.8.8 The District will not be obligated to accept the return of a unit member on leave prior to the stated  
12 expiration date.

13 6.8.9 The unit member approved for a sabbatical leave will only be assured of a teaching assignment  
14 within his/her credential limitations upon return from sabbatical leave.

15 6.8.10 The District shall compensate a unit member on sabbatical with fifty percent(50%) of his/her  
16 scheduled salary plus full time benefits. A unit member on sabbatical may not be employed by any  
17 school district during the regular academic year of the sabbatical.

18 6.8.11 Any payments made to a unit member on sabbatical leave shall be contingent upon adherence to  
19 the approved plan as the basis for sabbatical leave. The District shall be fully reimbursed for any  
20 payments made to a unit member not adhering to the approved plan.

21 6.8.12 Unit members on sabbatical will receive credit for that year on the salary schedule. Credit towards  
22 retirement will be determined by CalSTRS.

### 23 6.9 Jury Duty

24 6.9.1 The District agrees to grant paid leave of absence to a unit member called for jury duty during  
25 working hours. The District shall pay the unit member the difference, if any, between the unit  
26 member's regular rate of pay and the amount received for jury duty, less meals, travel and  
27 parking allowances. The District shall require verification of jury duty time.

### 28 6.10 Association Leave

29 6.10.1 The Association shall be entitled to forty-eight(48) days of release time per year. The District  
30 agrees to provide two(2) periods of release time for the Association President at District expense.

31 6.10.2 Not more than five(5) unit members per site may be released in any one(1)day.

### 32 6.11 Leave of Absence Without Pay

33 6.11.1 The District may authorize a leave of absence without pay to any unit member for a period not to  
34 exceed one(1) year. In cases of hardship, at the conclusion of the initial period for which the leave

- 1 was granted, such leaves may be extended for an additional period not to exceed one(1) year.
- 2 6.11.2 All leaves must be requested by the unit member involved. The leave may be granted when  
3 acceptable reasons for such leaves are presented to and approved by the Board of Trustees.
- 4 6.11.3 A unit member may request a leave of absence without pay for one(1) or two(2) semesters.  
5 Requests for leaves that are to commence with the fall semester must be submitted to the Human  
6 Resources Office prior to March 1. Requests that are to commence with the spring semester must  
7 be submitted to the Human Resources Office by November 1.
- 8 6.11.3.1 A unit member on such leave shall notify the Human Resources Office in writing by March 1  
9 (or November 1 for a fall semester leave) regarding the unit member's intent to return to the  
10 District.
- 11 6.11.3.2 Failure to notify the District of the intent to return by these dates shall result in the following:  
12 6.11.3.2.1 A certified letter will be sent to the last known address of the unit member.  
13 6.11.3.2.2 The unit member will have five(5) days after receipt to respond to the certified letter.  
14 6.11.3.2.3 Failure to respond within the five(5)-day period shall be considered a voluntary  
15 resignation.  
16 6.11.3.2.4 If the certified letter is returned to the district after the five(5)-day period, it shall be  
17 considered a voluntary resignation.
- 18 6.11.4 Leaves of absence without pay may be granted to a unit member for any of the following reasons:  
19 6.11.4.1 Attend school or college to be trained to improve the quality of service, or prepare for  
20 promotion.  
21 6.11.4.2 Temporarily incapacitated by illness.  
22 6.11.4.3 Loaned to another governmental agency for the performance of a specific assignment.  
23 6.11.4.4 Maternity or paternity (child care).  
24 6.11.4.5 Other reasons authorized by the District.
- 25 6.11.5 Authorized leave of absence without pay shall not be construed as a break in service or  
26 employment, and rights accrued at the time the leave is granted shall be retained by the  
27 unit member; however, sick leave credits, increments in salary, and other similar benefits  
28 shall not accrue to a unit member granted such leave during the period of absence. Time  
29 spent on such leave without pay shall not count toward service for step increases in the  
30 salary schedule.
- 31 6.11.6 A unit member on leave of absence without pay shall be entitled to continued coverage under the  
32 medical and dental plans for the duration of this Agreement provided that:  
33 6.11.6.1 The benefit policies in effect permit such continued coverage.  
34 6.11.6.2 Application for such continued coverage is made pursuant to forms and procedures,

1 including prior payment of premiums, established by the District.

2 6.11.6.3 The unit member and the Association agree to hold the District and its representatives  
3 harmless for any and all claims for any liability arising out of this Article.

4 6.12 Absence Without Leave

5 6.12.1 All unauthorized or unreported absences shall be considered as absence without leave, and a  
6 deduction of pay shall be made for each period of such absence. Such absence shall also be  
7 grounds for disciplinary action. Absence without leave, voluntary or involuntary, for ten(10) days  
8 consecutive working days shall constitute automatic resignation from the District.

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1 ARTICLE 7

2 EVALUATION PROCEDURES

3 7.1 Evaluation

4 7.1.1 The evaluation and assessment of the performance of each certificated employee shall be made  
5 on the form located in Appendix D as follows:

6 7.1.1.1 Every tenured unit member shall be evaluated in writing at least once every two(2) years  
7 or as provided by Education Code §44664(a)(3). Every non-tenured unit member shall be  
8 evaluated at least once every year. The observation and evaluation of tenured unit  
9 members will be completed by May 1, insofar as practicable. All non-tenured, temporary  
10 and probationary unit members will be observed and evaluated by March 1. Temporary and  
11 probationary unit members will continue to receive formal evaluations.

12 7.1.1.1.1 A tenured unit member may be evaluated as follows:

13 "At least every five years for personnel with permanent status who have been  
14 employed at least 10 years with the school district, are highly qualified, if those  
15 personnel occupy positions that are required to be filled by a highly qualified  
16 professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec.  
17 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous  
18 evaluation rated the employee as meeting or exceeding standards, if the  
19 evaluator and certificated employee being evaluated agree. The certificated  
20 employee or the evaluator may withdraw consent at any time."

21 This section shall be in effect as long as the underlying statute authorizes the  
22 practice.

23 7.2 Classroom Observations

24 7.2.1 Classroom observations will be in accordance with agreed upon evaluation procedures.

25 7.2.2 In the case of a negative evaluation(s), the evaluator shall take positive action to assist the unit  
26 member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall  
27 include but not be limited to the following: specific recommendations for improvement; direct  
28 assistance to implement such recommendations; provision of additional resources, without cost to  
29 the unit member, to be utilized to assist with improvements; criteria to be measured; time schedule  
30 for compliance with specific recommendations for improvement; and second(2nd) level evaluations  
31 will be completed using the agreed upon evaluation instrument.

32 7.2.3 A conference will be held whenever a formal evaluation is given. Unit members may attach their  
33 comments to the evaluation.

34 7.2.4 The District will conduct all evaluations by non-bargaining unit personnel.

35 7.2.5 No unit member will be evaluated solely by off-site personnel.

7.2.6 The District will inform each unit member in writing of the evaluation criteria within a reasonable  
period of time prior to the unit member's first(1st) evaluation in any given school year.

1 7.2.7 No negative evaluation of classroom performance shall be predicated upon the unit member's use  
2 of "controversial" teaching materials provided such materials are consistent with the curriculum, and  
3 the age and maturity level of the affected students.

4 7.2.8 The District and Association Negotiation Teams will review and revise the evaluation process as  
5 needed.

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ARTICLE 8

**PEER ASSISTANCE AND REVIEW**

8.1 In the case that a Bargaining Unit Member has received through the evaluation process an overall rating of Unsatisfactory in areas B or C of the evaluation form at the end of the year, and upon the request of the unit member, the District agrees to provide a mentor from the Bargaining Unit that is acceptable to the Unit Member (in consultation with the Association), for a minimum of thirty(30) hours a year, for up to two (2) years, to assist in improving the unit member’s performance.

8.2 All communication between the PAR mentor and the Bargaining Unit Member mentee shall be confidential, and without the written consent of the mentee, shall not be shared with others, including the site Principal and/or the evaluator.

8.3 PAR mentors shall be evaluated under the contract in the same manner as all other unit members.

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ARTICLE 9

**PERSONNEL RECORDS/PUBLIC CHARGES**

9.1 Personnel Files

9.1.1 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's District personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment of the unit member involved or references received confidentially. The District may require notice and adequate supervision of such examination.

9.1.2 Unit members shall be provided an opportunity to sign any derogatory material placed in their District personnel file. Such signature shall not indicate agreement with the contents.

9.1.3 Unit members shall be provided an opportunity to comment in writing on any derogatory material placed in their District personnel file.

9.1.4 Two(2) years from date of placement, a unit member may request that the Superintendent remove derogatory material from their District personnel file.

9.1.5 The District shall not base any adverse action against a unit member upon materials which are not contained in the unit member's District personnel file.

9.1.6 An individual unit member or the Association, with written authorization by the unit member, shall be permitted to examine and/or obtain one(1) copy of material contained in said unit member's District personnel file at no cost.

9.1.7 The person or persons who draft and/or place material in a unit member's District personnel file shall sign the material and signify the date on which such material was (1) drafted, and (2) placed in the file.

9.2 Public Charges

9.2.1 Any citizen or parent complaint about a unit member shall be reported within five(5) days to the unit member by the administrator or Board member receiving the complaint.

9.2.2 Should the involved unit member or the complainant believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the site administrator shall schedule a meeting with the teacher and the complainant.

9.2.3 If the complaint is not resolved at this meeting, the parent may within five (5) days present a written complaint. If the complaint is not put in writing within five (5) days, the matter shall be dropped. The unit member shall be given a copy of the complaint and an opportunity to respond within five(5) days.

9.2.4 The site administrator will review the complaint, the response, do any investigation necessary, and render a decision within ten(10) days. If the unit member is not satisfied with the decision of the site administrator, the unit member may appeal the decision using the grievance process herein.

ARTICLE 10

**GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

10.1 Individual Contracts of Employment

10.1.1 Any individual agreement between the District and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement.

10.2 Personal and Academic Freedom

10.2.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.

10.2.1.1 A unit member shall have academic freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

10.2.1.2 In performing teaching functions, unit members shall have academic freedom to express their views on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate pupils with his/her own personal, political, and/or religious views.

10.2.1.3 Unit members must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or his/her scholarly, literary or artistic endeavors.

10.2.1.4 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties.

10.2.1.5 A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

10.3 Sexual Harassment and Discrimination

10.3.1 The District and the Association agree that sexual harassment negatively affects morale, motivation, and job performance and will not be tolerated.

10.3.1.1 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's

1 employment; 2) submission to or rejection of such conduct by an individual is used as a basis  
2 for employment decisions affecting such individual; or 3) such conduct has the purpose or  
3 effect of unreasonably interfering with an individual's work performance or creating an  
4 intimidating, hostile, or offensive working environment.

5 10.3.1.2 The District shall prohibit discrimination because of race, color, national origin, religion, sex,  
6 sexual preference, age, handicap, disability, marital status, economic status, political  
7 affiliation, domicile, membership in an employee organization, participation in the activities  
8 of an employee organization, union affiliation, or exercise of the rights contained in this  
9 Agreement

10 10.4 Reporting an Assault

11 10.4.1 A unit member shall promptly report cases of assault suffered by them in connection with his or  
12 her employment to the Principal or immediate supervisor, and shall promptly report the incident to  
13 the appropriate law enforcement agency.

14 10.5 Safe and Healthful Workplace

15 10.5.1 When it has been determined by the Association and the District that an unsafe condition exists,  
16 a unit member shall not be required to work under those conditions nor to perform tasks that  
17 would endanger his/her health, safety or well-being.

18 10.5.2 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition. The  
19 Association shall be informed of the administrator/manager designated to be Safety and Health  
20 Officer, who will be responsible for promptly reporting, investigating and correcting hazardous or  
21 unsafe conditions.

22 10.5.3 The Safety and Health Officer shall report to the reporting party what action is to be taken. **Nothing**  
23 contained in this Article shall limit or modify the rights contained in Education Code §48910  
24 (Suspension by teacher; reports; conferences; referrals).

25 10.5.4 The Association shall appoint one(1) representative to the District Safety Committee established  
26 to implement the provisions of Labor Code 6401.7. The District Safety Committee shall also  
27 formulate a plan for developing disaster preparedness.

28 10.5.4.1 Copies of the plan will be available at the school site and distributed to each department  
29 head. Additional copies will be provided to the Association upon request.

30 10.5.4.2 The District is responsible for coordinating contact with outside agencies, maintenance of  
31 emergency procedures manuals, policy development and review (as recommended by the  
32 District Safety Committee), periodic training (as recommended by the District Safety  
33 Committee), equipment maintenance, coordination of emergency evacuation drills,  
34 maintenance of District and worksite safety supplies, and maintenance of worksite safety

1 devices.

2 10.6 Hepatitis Vaccinations

3 10.6.1 Teachers of the Severely Handicapped, Physical Education Teachers, Nurses and coaches who  
4 are unit members, request an authorization form from the District which authorizes the  
5 District/insurance-approved health care provider to administer all Hepatitis B vaccination(s). The  
6 District, in coordination with the health insurance carrier, will be responsible for the reimbursement  
7 to the unit member within eighteen(18) months of this expense.

8 10.6.2 Any bargaining unit member who suspects exposure to the hepatitis virus may request and shall  
9 be provided an authorization form from the district which authorizes the District/insurance-approved  
10 health care provider to administer the Hepatitis vaccination series.

11 10.7 Suspension of Pupils from Classroom

12 10.7.1 A unit member may suspend a pupil from class for the day of the suspension and the following day  
13 for any act that disrupts or diminishes the education process. As soon as possible, the unit member  
14 shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the  
15 suspension.

16 10.7.2 The unit member shall immediately report the suspension to the site Principal or designee.

17 10.7.3 The pupil shall not be returned to the class during the period of suspension without the express  
18 permission of the unit member who initiated the suspension.

19 10.7.4 The suspended pupil shall not be placed in another regular class during the period of the  
20 suspension. (If the student is assigned more than one(1) class per day, this shall apply only to the  
21 classes scheduled during the same time as the class from which the student was suspended).

22 10.8 Notification to Unit Members of Students with a History of Violent Behavior

23 10.8.1 The District will notify all staff in direct contact with a student with a history of violent behavior within  
24 ten(10) school days of receipt of notice from the law enforcement agency. Any information received  
25 by a unit member pursuant to this section shall be received in confidence for the limited purpose  
26 for which it was provided and shall not be further disseminated by the unit member. (Education  
27 Code §49079 Notification to Teacher; student who has caused or attempted to cause serious bodily  
28 injury; records of district or law enforcement agency; liability for noncompliance; reporting period;  
29 confidential information)

30 10.9 Physical or Psychiatric Examinations

31 10.9.1 The District shall pay for the cost of any physical or psychiatric examination required by the District  
32 for continued employment.

33 10.10 Job-Related Liability Protection

34 10.10.1 The District shall provide unit members with the job-related liability protection set forth in

1 Government Code §825.

2 10.11 Specialized Student Health Care

3 10.11.1 The District shall provide each unit member who is, or may be, required to provide  
4 specialized health care, as provided by applicable statutes or regulations, appropriate in-  
5 service training upon request. No unit member shall be required to provide specialized  
6 health care service if the task exceeds the unit member's training. Training beyond that  
7 required by Education Code and provisions of federal law is at each teacher's option.

8 10.11.1.1 Unit members shall not be required to perform specialized health care services without the  
9 expressed authorization from the District.

10 10.11.1.2 The District shall provide all necessary supplies to perform specialized health care.

11 10.11.1.3 The District shall indemnify and hold harmless from all liability any unit member who  
12 performs health care services.

13 10.12 Copies of the Agreement

14 10.12.1 Within thirty(30) calendar days after the ratification of this Agreement by both parties, the  
15 District shall have sufficient copies prepared and delivered to the Association for distribution  
16 to each member of the unit. The District shall provide the Association with a digital copy of  
17 this Agreement.



ARTICLE 11

**CLASSROOM AIDES AND STUDENT TEACHERS**

11.1 Classroom Aides

11.1.1 Unit members shall have the right to an informal interview of prospective classroom aides prior to assignment. No instructional or clerical classroom aide shall be assigned to a unit member without his or her input. The classroom-related work of instructional and clerical aides shall be under the direction of the unit member to which they are assigned. Evaluations shall be conducted by the administration with direct input from the classroom teacher.

11.1.1.1 The unit member shall periodically discuss with the site administrator the performance of the instructional or clerical aide (See Appendix B) under his or her professional direction. When an unsatisfactory working relationship occurs between a unit member and an aide, the District and Association shall initiate a dispute resolution process.

11.1.2 No instructional or clerical aide or any other classified personnel shall participate in or provide information for the evaluation of a unit member.

11.1.3 Unit members will be given at least two(2) days prior written notice when an assigned aide will be absent from his or her normal assignment for reasons other than illness. Attendance will be taken by the unit member to whom the aide is assigned.

11.2 Assignment of Student Teachers

11.2.1 The District shall work cooperatively with unit members on the assignment of student teachers from teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval.

1 ARTICLE 12

2 **SHARED DECISION MAKING**

3 12.1 Shared Decision Making (SDM) Site Council

4 12.1.1 The purpose of site Shared Decision Making is to provide an opportunity for the school community  
5 (teachers, parents, students, and other site employees), in collaboration with the principal, to jointly  
6 shape decisions regarding policy making and organizational issues related to students, teachers  
7 and/or classrooms at the school site level

8 12.1.1.1 All issues relating to students, teachers or classrooms that are not within the purview of  
9 Department Chairs or Board Policies may be addressed by SDM.

10 12.1.1.2 Site SDM will not be involved in personnel selection or evaluation except participation in the  
11 interview process; school site financial and budget matters unless requested by the  
12 governing bodies of Department Chairs, SIP or curriculum matters unless requested by  
13 Department Chairs.

14 12.1.1.3 The voting membership of the site SDM shall consist of:

- 15 • Principal
- 16 • Four(4) teachers (designated by the Association)
- 17 • One(1) other staff member
- 18 • Three(3) parents or community members
- 19 • Three(3) students

20 12.1.2 The District and the Association agree to cooperatively participate in Shared Decision Making at  
21 each school location.

22 12.1.2.1 The department chairs will be represented on SDM by a department chair serving as a non-  
23 voting liaison.

24 12.1.3 An SDM Oversight Committee consisting of the Superintendent (or designee) and two(2) other  
25 administrators/managers plus the Association President (or designee) and two(2) other Association  
26 appointees developed by-laws to be observed by the SDM Councils (see Appendix F).

27 12.1.3.1 The Oversight Committee will assist the site Shared Decision Making Councils as needed.  
28 This assistance will include, but will not be limited to, adjudicating conflicts between  
29 constituencies on the site councils, interpreting roles, rights and duties of the councils,  
30 and/or facilitating successful implementation of the site councils.

31 12.1.3.2 The Oversight Committee may be reconvened by mutual agreement of the Association and  
32 District to consider amendments to the by-laws.

33 12.1.4 Site Decision Making Councils shall include the following components as detailed in site SDM  
34 bylaws:

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12.1.4.1 Site SDM Councils will meet at least four(4) times per year on release time solely for the purpose of conducting their meetings, unless changed by the site SDM agreed upon process. Official minutes of the meetings will be provided to all members at the school site. Any dispute regarding minutes shall be resolved as soon as possible.

12.1.4.2 Site SDM Councils are encouraged to meet and conduct themselves in such a way that maximizes the participation of all stakeholders.

12.1.4.3 All decisions require consensus of the SDM membership. Interest-based processes should be utilized as and when appropriate.

1 ARTICLE 13

2 MEMBERSHIP DUES AND SERVICE FEES

3 13.1 Membership Dues and Service Fees

4 13.1.1 Any unit member who is a member of the Association, or who has applied for membership, may  
5 sign and deliver to the District an assignment authorizing deductions of unified membership dues  
6 and general assessments in the Association.

7 13.1.2 Pursuant to such authorization, the District shall deduct one-tenth(1/10) of such dues from the  
8 regular salary check of the unit member each month for ten(10) months.

9 13.1.3 Deductions for unit members who sign such authorization after the commencement of the school  
10 year shall be appropriately prorated to complete the payments by the end of the school year.

11 13.1.4 Any unit member who is a member of the Association at the time this Agreement becomes effective  
12 or who enrolls during the term of this Agreement shall maintain such membership for the duration  
13 of the Agreement.

14 13.2 Service Fees

15 13.2.1 Any unit member who chooses not to be a member of the Association, or who does not make  
16 application for membership within ten(10) days of the effective date of this Agreement, or within  
17 ten(10) days from the commencement of assigned duties within the bargaining unit, shall pay to the  
18 Association a fee in the amount equal to unified membership dues, and general assessment  
19 payable to the Association in one(1) lump sum cash payment or payroll deduction for such fee in  
20 the same manner as provided in section 13.2.1.1, inclusive.

21 13.2.1.1 In the event that a unit member does not pay such fee directly to the Association, or  
22 authorize payment through payroll deduction as provided in Section 13.2.1, the Association  
23 shall so inform the District, and the District shall immediately begin automatic payroll  
24 deduction as provided by Education Code §45061 upon receipt of written assurance from  
25 the Association that the unit member has been notified of his or her rights as required by  
26 law.

27 13.2.1.2 Any unit member who is a member of a religious body whose traditional tenets or teachings  
28 include objections to joining or financially supporting employee organizations shall not be  
29 required to join or financially support the Association, as a condition of employment; except  
30 that the unit member shall pay, in lieu of service fee, sums equal to the service fee to non-  
31 religious, non-labor organizations, charitable funds exempt from taxation under § 501(c) (3)  
32 of Title 26 of the Internal Revenue Code which will be one(1) of the following:

- 33 United Way or its beneficiaries
- 34 American Heart Association

F.A.C.T. (Foundation to Assist California Teachers)

Such payment shall be made on or before October 31 of each school year.

13.2.1.2.1 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section shall be made on annual basis to the Association as a condition of continued exemption from the provisions of sections 13.1 and 13.2.1.

13.2.1.2.2 Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. The proof shall be presented on or before October 31 of each school year.

13.2.3 With respect to all sums deducted by the District pursuant to sections 13.1 and 13.2.1, whether for membership dues or service fee, the District agrees promptly to remit the monies to the Association accompanied by an alphabetical list of unit members for whom the deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any change in personnel from the list previously furnished.

13.2.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

13.2.5 The Association agrees to hold the District harmless against any claim made by any member of the bargaining unit or a party acting on behalf of any bargaining unit member or members or any other person or legal entity who challenges, by the institution of a judicial proceeding or proceeding before the PERB, the implementation of this Article as follows:

13.2.5.1 The Association agrees to defend and to indemnify the District against any challenge to the implementation of Article 13 by any member or members of the bargaining unit or a party acting on behalf of any bargaining unit member or members or any other person or legal entity.

13.2.5.2 Upon receipt of notice that an action has been filed, the District shall inform the Association.

13.2.5.3 The District agrees to provide the Association with all information, documents and assistance necessary for the Association's defense or settlement of the action and agrees to fully cooperate with the Association in providing all necessary witnesses, experts and assistance.

13.2.5.4 The Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment shall or shall not be compromised, resisted, defended, tried or appealed. The Association's decision thereon shall be final and binding.

ARTICLE 14  
**GRIEVANCE PROCEDURE**

14.1 Grievance Procedure

14.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the Agreement.

14.2 Informal Problem Solving

14.1.2.1 Within ten(10) days after a grievant (See Appendix B) knew, or should have known, of the act or condition upon which a problem is based, the grievant shall discuss the matter in an informal conference with the immediate supervisor (See Appendix B) in an attempt to resolve the problem. However, resolution of problems in such informal conferences shall not be binding upon the parties in subsequent grievances.

14.1.3 Formal Grievance Procedure

14.1.3.1 Level I: If the matter is not resolved at the informal conference, the grievant may submit the grievance in writing to the immediate supervisor with a copy to the Association and to the Superintendent. The written grievance will be submitted on a District form and shall include:

14.1.3.1.1 The name of the grievant.

14.1.3.1.2 A listing of the provision(s) of the Agreement alleged to have been violated.

14.1.3.1.3 A statement describing how the District is alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance), the decision rendered as a result of informal problem solving and the remedy sought. This written statement of the grievance must be submitted within fifteen(15) days after the occurrence of the act or condition giving rise to the grievance. The immediate supervisor shall present a written response to the grievant within ten(10) days of receiving the grievance.

14.1.3.2 Level II: If the grievance is not settled in Level I and if the immediate supervisor is subordinate to a site administrator (see Appendix B), the grievant may appeal it to such site administrator. The site Administrator shall submit a written response within ten(10) days of receiving the grievance. If the immediate supervisor is the site administrator, the grievant may appeal it to the Superintendent. A Level II appeal shall be filed within ten(10) days of receipt by the grievant of the Level I denial or within ten(10) days of the Level I response deadline. If the written response is not provided, the grievance is denied.

14.1.3.3 Level III: If the grievance is not settled in Level II, the grievant may appeal it to the



1 Superintendent. The appeal shall be in writing and shall be submitted within ten(10) days  
2 after the grievant receives the site administrator's written response. The appeal shall  
3 include a copy of the original grievance, the immediate supervisor's response, and a  
4 statement of the reasons for the appeal. The Superintendent shall respond to the appeal  
5 in writing within ten(10) days after receipt. Either the grievant filing the grievance or the  
6 Superintendent may request a meeting to discuss the grievance within this ten(10) day  
7 period. If such meeting is held, the time limit for submission of the Superintendent's  
8 response shall be extended until five(5) days after such meeting.

9 14.1.3.4 Level IV: If the grievant is not satisfied with the decision at the previous level or if there  
10 is no decision within the time limits, the grievant may, within ten(10) days of the receipt  
11 of the decision or the exhaustion of the time limits, request conciliation. The District shall  
12 then set a meeting with a conciliator from the California State Mediation and Conciliation  
13 Service as soon as reasonably possible for all parties of interest (See Appendix B). If  
14 agreed by the Association and the District, the State Mediator may serve as Binding  
15 Arbitrator.

16 14.1.3.5 Level V: If Binding Arbitration is not agreed to in Level IV and the grievant is not satisfied  
17 with the disposition of his/her grievance at level IV, or if no written decision has been  
18 rendered within ten(10) days after submission of the grievance to the Superintendent, the  
19 Association may within ten(10) days request in writing that the grievance be submitted to  
20 arbitration. The parties shall select a mutually acceptable arbitrator. Should they be  
21 unable to agree on an arbitrator within ten(10) days of the Association's submission of the  
22 grievance to arbitration, submission of the grievance shall be made to the American  
23 Arbitration Association. In any event, the parties will then be bound by the rules and  
24 procedures of the American Arbitration Association in the selection of an arbitrator and  
25 the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said  
26 Association. The sole authority of the arbitrator shall be to decide whether there has been  
27 a violation of the Agreement and the appropriate remedy if there has been a violation.  
28 The arbitrator will be without power or authority to make any decision which requires the  
29 commission of an act prohibited by law or which violates the terms of this Agreement, or  
30 which alters or amends the terms of this Agreement. The decision of the arbitrator will be  
31 submitted to the Association and the Superintendent and will be binding upon the parties  
32 to this Agreement and the grievant(s).

33 14.1.3.6 All costs for the services of the arbitrator, including, but not limited to, per diem expenses,  
34 his/her travel and subsistence expenses and the cost of any hearing room will be borne

1 equally by the District and the Association. All other costs will be borne by the parties  
2 incurring them.

3 14.1.4 General Provisions

4 14.1.4.1 The filing or pendency of any grievance shall in no way operate to impede, delay or  
5 interfere with the right of the District to take the action complained of, nor justify the  
6 teacher's refusal to perform assigned duties.

7 14.1.4.2 The time limits on the filing and processing of grievances may be extended only by mutual  
8 written agreement.

9 14.1.4.3 All materials concerning a grievance shall be kept in a file separate from the grievant's  
10 personnel file.

11 14.1.4.4 A grievance must be filed and appealed within the time limits set forth above, or the  
12 grievance shall be considered settled on the basis of the last response given. Such  
13 settlements shall be binding on all parties. If the District representative fails to respond to  
14 a grievance within the time limits provided at a particular step (unless such time limits are  
15 extended by mutual agreement), the grievance may be appealed to the next step within  
16 the appropriate time limits.

17 14.1.4.5 If the same grievance is made by more than one(1) grievant against one(1) respondent,  
18 one(1) unit member, on behalf of him/herself and others similarly involved, may process the  
19 grievance through the grievance procedure provided, however, that the District may  
20 separate any such group grievances. Names of all aggrieved parties shall appear on all  
21 documents related to the settlement of the grievance.

22 14.1.4.6 In the course of investigation of any grievance, the representative of the Association will  
23 report to the principal's office of the building being visited and will state the purpose of the  
24 visit immediately upon arrival.

25 14.1.4.7 It will be the practice of all parties in interest to process grievances, insofar as possible, at  
26 times which do not interfere with assigned duties, and to avoid interruption of classroom  
27 activities and the involvement of students.

28 14.1.4.8 If any member of the Association is a party in interest to any grievance, he/she shall not  
29 serve as the Association's grievance representative in the process of a grievance except  
30 where the Association is the grievant.

31 14.1.4.9 A grievant may be represented at any formal level of the grievance procedure up to  
32 arbitration by the Association or a grievance representative of the unit members' choice.  
33 If not represented by the Association, the Association shall have the right to state its views  
34 prior to the resolution of the grievance.

- 1 14.1.4.10 The Association shall be the sole representative of the grievant in arbitration.
- 2 14.1.4.11 The Association and unit members agree not to pursue any judicial or administrative
- 3 remedy against the district as to any matter subject to the procedures established in this
- 4 Article until such procedures are exhausted.
- 5 14.1.4.12 Any grievance based upon a complaint that the employee has been placed on the wrong
- 6 salary schedule or step, or that he/she has been improperly denied an increment, or that
- 7 his/her salary has been miscalculated, shall be filed directly with the Human Resources
- 8 Office. The decision of the Assistant Superintendent of Human Resources may be
- 9 appealed to the Superintendent in writing pursuant to the procedures in Level III.

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1 ARTICLE 15  
2 **HIRING RATIO**

3 15.1 Hiring Ratio

4 15.1.1 The District will maintain 28 student/1 teacher hiring ratio at each site.

5 15.1.2 The 28:1 ratio shall not include any interventionists hired with School Site Council funds, Athletic  
6 Directors, Activities Directors, teachers on special assignment, special education coordinator,  
7 counselors, speech language pathologists, school psychologists, English language coaches,  
8 teachers of special day and resource classes, Vocational Transition Program, or the time any other  
9 certificated bargaining unit members spent outside of the classroom.

10 15.2 Class Size Limits

11 15.2.1 Class sizes in a five-and-two(5-and-2) schedule shall be no larger than (thirty-six)36 students for  
12 any class, except that class sizes for physical education, band, choir, and Leadership classes (e.g.,  
13 ASB) shall be no larger than (fifty)50 students. An exception to the (fifty)50-student limitation is  
14 subject to agreement with the Association on a case-by-case basis. Band classes may exceed the  
15 limitations of this paragraph by agreement between the school site administrator and the teacher.

16 15.3 Interview Process

17 15.3.1 The Association Interview Committee will be requested to appoint unit members to participate on  
18 interview panels and to advise management regarding the qualifications and selection of applicants  
19 for open bargaining unit positions:

- 20 • Positions: All unit positions set forth in Article 1, paragraph 1.2.1, of the current Agreement.  
21 • Association Appointees:  
22 ○ One Department Chair per affected school site if the position is within a department.  
23 ○ An additional employee per affected school site will be appointed.  
24 ○ If the opening is a single employee position at a school site, the appointee may be from  
25 another school site.  
26 ○ A second employee per affected school site if the position does not have a department  
27 chair.

28 The Association shall be notified of scheduled interviews at least five(5) days in advance.  
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1 ARTICLE 16

2 CONCLUSION

3 16.1 Savings Provisions

4 16.1.1 If any provision of this Agreement or any application thereof to any unit member is held by the  
5 legislature, a court of competent jurisdiction or administrative agency to be contrary to law, then  
6 such provision or application will be deemed invalid to the extent required by such decision, but all  
7 other provisions or applications shall continue in full force and effect. Should a provision or  
8 application be deemed invalid, the parties shall meet within ten(10) days of the request of either  
9 party to renegotiate the provisions and/or application(s) affected.

10 16.2 Maintenance of Benefits

11 16.2.1 The District agrees not to change officially adopted personnel policies within the scope of  
12 representation, but not included in the Agreement, without negotiating with the Association. The  
13 District shall not reduce or eliminate any benefits within the scope of representation or included in  
14 the current contract during the term of this Agreement.

15 16.3 Support of Agreement

16 16.3.1 The Association hereby agrees that neither it nor its agents shall initiate or participate in any strike  
17 in this District during the life of this Agreement. In the event of any strike by unit members, the  
18 Association and its agents will do everything reasonably within their power to end or avert the  
19 same. The foregoing shall apply to requests from other organizations to engage in any strike in the  
20 District.

21 16.4 Term of Agreement

22 16.4.1 This Agreement shall become effective upon ratification, following approval by the Board of  
23 Trustees, and shall continue in effect to and including June 15, 2018. Each party may reopen  
24 Article 2, Compensation, plus one(1) other article designated by the party for negotiations for the  
25 2017-2018 school year. The limitation of paragraph 16.5.1.2 does not apply to this provision.

26 16.5 Completion of Negotiations

27 16.5.1 This Agreement represents complete collective bargaining and full agreement by the parties in  
28 respect to wages, hours of employment, and other terms and conditions of employment which shall  
29 prevail during its term. This Agreement supersedes and replaces the 2013-2015 Collective  
30 Bargaining Agreement.

31 16.5.1.1 It is understood and agreed that the specific provisions contained in this Agreement are a  
32 true and precise representation of all agreements reached by the parties during this round  
33 of meet and negotiation.

34 16.5.1.2 During the period from the ratification of this agreement until June 30, 2018, the Parties

1 expressly waive and relinquish the right to meet and negotiate and agree that they shall not  
2 be obligated to meet and negotiate with respect to any subject or matter whether or not  
3 referred to or covered in this Agreement, even though such subject or matter may not have  
4 been within the knowledge or contemplation of either or both the District or the Association  
5 at the time they met and negotiated on and executed this Agreement, and even though such  
6 subjects or matters were proposed and later withdrawn, except as provided for elsewhere  
7 in this Agreement.

8 16.5.1.3 If there are items of mutual concern, the District and the Association may, by mutual  
9 consent, meet and negotiate with the intent to modify existing articles, add additional articles  
10 to, or delete articles from this Agreement.

11  
12 ////

**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or Exclusive Representative 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.

ACCEPTED:

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
JACK GARVIN, Ed. D  
President, Board of Trustees

\_\_\_\_\_  
CAROL KARAMITSOS  
Clerk, Board of Trustees

Dated: June 21, 2016

ACCEPTED:

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION/CTA/NEA**

\_\_\_\_\_  
MARK GOODMAN  
President

Dated: June 10, 2016

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**APPENDIX A**

**CERTIFICATED SALARY SCHEDULE - 2015-2016**

**(Attached)**

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## CERTIFICATED SALARY SCHEDULE

- Column I** Bachelor's Degree
- Column II** Bachelor's Degree + 15 semester units earned subsequent to receipt of B.A.
- Column III** Bachelor's Degree + 30 semester units earned subsequent to receipt of B.A.
- Column IV** Bachelor's Degree + 45 semester units earned subsequent to receipt of B.A.;  
or Master's Degree
- Column V** Bachelor's Degree + 60 semester units earned subsequent to receipt of B.A.;  
or Master's Degree + 15 units

**2.63%**

increase

@ 185 days

*EFFECTIVE: 07/01/2015*

| YEARS OF SERVICE | COLUMN I | COLUMN II | COLUMN III | COLUMN IV | COLUMN V |
|------------------|----------|-----------|------------|-----------|----------|
| 1                | \$45,538 | \$48,821  | \$52,111   | \$55,408  | \$58,697 |
| 2                | \$48,184 | \$51,482  | \$54,771   | \$58,061  | \$61,346 |
| 3                | \$50,851 | \$54,141  | \$57,425   | \$60,720  | \$64,002 |
| 4                | \$53,506 | \$56,802  | \$60,087   | \$63,365  | \$66,669 |
| 5                | \$56,162 | \$59,458  | \$62,739   | \$66,033  | \$69,314 |
| 6                | \$58,818 | \$62,104  | \$65,399   | \$68,687  | \$71,972 |
| 7                | \$61,475 | \$64,760  | \$68,056   | \$71,344  | \$74,633 |
| 8                | \$64,131 | \$67,416  | \$70,713   | \$74,005  | \$77,286 |
| 9                | \$64,131 | \$70,073  | \$73,373   | \$76,659  | \$79,946 |
| 10               | \$64,131 | \$72,733  | \$76,019   | \$79,315  | \$82,601 |
| 11               | \$64,131 | \$72,733  | \$78,680   | \$81,980  | \$85,256 |
| 12               | \$64,131 | \$72,733  | \$78,680   | \$84,619  | \$87,915 |
| 13               | \$64,131 | \$72,733  | \$78,680   | \$84,619  | \$91,080 |
| 14               | \$64,131 | \$72,733  | \$78,680   | \$84,619  | \$91,080 |
| 15               | \$64,131 | \$72,733  | \$78,680   | \$84,619  | \$91,080 |
| 16               | \$65,894 | \$74,732  | \$80,845   | \$86,946  | \$93,584 |
| 17               | \$65,894 | \$74,732  | \$80,845   | \$86,946  | \$93,584 |
| 18               | \$65,894 | \$74,732  | \$80,845   | \$86,946  | \$93,584 |
| 19               | \$67,658 | \$76,731  | \$83,008   | \$89,274  | \$96,088 |
| 20               | \$67,658 | \$76,731  | \$83,008   | \$89,274  | \$96,088 |
| 21               | \$67,658 | \$76,731  | \$83,008   | \$89,274  | \$96,088 |
| 22+              | \$69,421 | \$78,734  | \$85,173   | \$91,601  | \$98,897 |

## CERTIFICATED SALARY SCHEDULE

- Column I** Bachelor's Degree
- Column II** Bachelor's Degree + 15 semester units earned subsequent to receipt of B.A.
- Column III** Bachelor's Degree + 30 semester units earned subsequent to receipt of B.A.
- Column IV** Bachelor's Degree + 45 semester units earned subsequent to receipt of B.A.;  
or Master's Degree
- Column V** Bachelor's Degree + 60 semester units earned subsequent to receipt of B.A.;  
or Master's Degree + 15 units

**3.00%**

increase

@ 185 days

*EFFECTIVE: 07/01/2016*

| YEARS OF SERVICE | COLUMN I | COLUMN II | COLUMN III | COLUMN IV | COLUMN V  |
|------------------|----------|-----------|------------|-----------|-----------|
| 1                | \$46,904 | \$50,286  | \$53,674   | \$57,070  | \$60,458  |
| 2                | \$49,630 | \$53,026  | \$56,414   | \$59,803  | \$63,186  |
| 3                | \$52,377 | \$55,765  | \$59,148   | \$62,542  | \$65,922  |
| 4                | \$55,111 | \$58,506  | \$61,890   | \$65,266  | \$68,669  |
| 5                | \$57,847 | \$61,242  | \$64,621   | \$68,014  | \$71,393  |
| 6                | \$60,583 | \$63,967  | \$67,361   | \$70,748  | \$74,131  |
| 7                | \$63,319 | \$66,703  | \$70,098   | \$73,484  | \$76,872  |
| 8                | \$66,055 | \$69,438  | \$72,834   | \$76,225  | \$79,605  |
| 9                | \$66,055 | \$72,175  | \$75,574   | \$78,959  | \$82,344  |
| 10               | \$66,055 | \$74,915  | \$78,300   | \$81,694  | \$85,079  |
| 11               | \$66,055 | \$74,915  | \$81,040   | \$84,439  | \$87,814  |
| 12               | \$66,055 | \$74,915  | \$81,040   | \$87,158  | \$90,552  |
| 13               | \$66,055 | \$74,915  | \$81,040   | \$87,158  | \$93,812  |
| 14               | \$66,055 | \$74,915  | \$81,040   | \$87,158  | \$93,812  |
| 15               | \$66,055 | \$74,915  | \$81,040   | \$87,158  | \$93,812  |
| 16               | \$67,871 | \$76,974  | \$83,270   | \$89,554  | \$96,392  |
| 17               | \$67,871 | \$76,974  | \$83,270   | \$89,554  | \$96,392  |
| 18               | \$67,871 | \$76,974  | \$83,270   | \$89,554  | \$96,392  |
| 19               | \$69,688 | \$79,033  | \$85,498   | \$91,952  | \$98,971  |
| 20               | \$69,688 | \$79,033  | \$85,498   | \$91,952  | \$98,971  |
| 21               | \$69,688 | \$79,033  | \$85,498   | \$91,952  | \$98,971  |
| 22+              | \$71,504 | \$81,096  | \$87,728   | \$94,349  | \$101,864 |

**APPENDIX B**  
**DEFINITIONS**

1  
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4 Unit member refers to any member of the certificated bargaining unit

5 FMC refers to the Faculty, Management Council

6 "Designee" of the District Superintendent or the Association President refers to a person who is designated  
7 to speak, act, reach and enter into agreements on behalf of the Superintendent or President.

8 A "day" is any of the one hundred eighty-five(185) contract days.

9 A "term" is equal to approximately nine weeks Four terms equals one year. A semester equals terms 1&2  
10 or 3&4.

11 SDM refers to Shared Decision Making

12 DHOH refers to Deaf and Hard of Hearing

13 DHOH interpreters are part of the Paraprofessional job family.

14 A "grievance" is a formal written allegation by a grievant that he or she has been adversely affected by a  
15 violation of the specific provisions of this Agreement.

16 A "grievant" may be the Association or any member of the bargaining unit covered by the terms of this  
17 Agreement.

18 The "immediate supervisor" is the certificated administrator having direct supervisory responsibility for the  
19 grieving unit member.

20 The "site administrator" is the Principal or his or her designee.

21 A "party in interest" is any unit member making the claim, any person who might be required to take action  
22 or against whom action might be taken to resolve the claim, and/or the unit member's representative.

23 "Memorandum of Understanding (MOU)" is a written agreement between the District and the Association  
24 regarding a term and condition of employment. A violation of the MOU is subject to the grievance  
25 procedure. The duration of the MOU is for the period specified in the document or the duration of the  
26 then-current Agreement.

27 "Side-letter" is (1) a written statement of procedure that implements an existing provision of the Agreement  
28 or an MOU, or (2) a written statement regarding any matter deemed appropriate by the District and  
29 Association. Failure to adhere to the terms of a side-letter is not subject to the grievance procedure.

30 "Addendum" is a written modification to an existing provision or provisions of the Agreement, which by its  
31 terms is either attached to Agreement or incorporated into the text of the Agreement.

32 "Aide" is a classified employee of the District who provides appropriate assistance in the assigned classroom.

33 "Full Time Equivalent" or "FTE" for a teacher is equal to a five-period teaching day and two preparation  
34 periods.

## ADJUNCT DUTIES PROCEDURE

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4 Definition: The negotiated adjunct duties are activities that allow students to be supervised by teachers  
5 in a non-curricular/non-instructional environment outside the normal work day without additional  
6 compensation.

7 Directions: The Principal's welcome back letter will include a list of the negotiated adjunct duties  
8 supervised by bargaining unit members. A maximum number of two(2) events may be required of any  
9 bargaining unit member during an academic year. A bargaining unit member may volunteer for more  
10 than two(2) events in an academic year. If a bargaining unit member does not sign up, he/she may be  
11 assigned supervision of adjunct duties.

- 12 1. Activity/Athletic Directors will make a calendar of the negotiated list of adjunct duties with events, dates,  
13 time frames and locations.
- 14 2. Athletic Directors may allow bargaining unit members to sign up for specialized needs (e.g. timers, etc.)  
15 before presenting the list to staff.
- 16 3. Calendars of adjunct duties will be posted for sign ups during the first two contractual days of the  
17 school year at predetermined locations.
- 18 4. Activity/Athletic Directors will review the calendars and identify open adjunct duties. The first four days  
19 of the second week of school, a list of open adjunct duties will be posted at a designated location for  
20 the second opportunity to sign up.
- 21 5. During the third week of school, the Principal will review the calendar and determine any open adjunct  
22 duties. If any openings remain, the Principal will conduct a meeting to provide all bargaining unit  
23 members, who have not signed up, with the third and final opportunity to volunteer for adjunct duties.
- 24 6. If after the third opportunity to sign up there are any remaining open adjunct duties, then any bargaining  
25 unit member who has not volunteered may be assigned to those openings during the fourth week by  
26 a lottery system to fill the vacancies in a chronological order. The Principal and an Association  
27 designee will conduct the lottery.
- 28 7. The negotiated adjunct duty list and the procedures will be revisited periodically by the Faculty  
29 Association and District negotiating teams;

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**Dances**  
Prom  
Corrigan/King of Hearts  
Sadie Hawkins  
Winter Formal  
Homecoming  
After game dances (two maximum per school year)  
Grad Night (with next day off-sub paid by school business)  
Pride Day  
VPA Productions (drama, choir, band)

**Athletics (all levels, home games only)**  
**Fall**  
Football  
Water Polo, boys  
Volleyball, girls  
**Winter**  
Basketball, girls, boys  
Water Polo, girls  
Wrestling  
**Spring**  
Track and Field  
Swim  
Baseball  
Volleyball, boys

**APPENDIX D  
EVALUATION FORMS PACKAGE**

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## PROCEDURES FOR ADMINISTRATORS TO EVALUATE CERTIFICATED STAFF

| TIMELINE:                  | TENURED:                    | NON-TENURED:                 |
|----------------------------|-----------------------------|------------------------------|
| Pre-Observation Conference | by October 31 <sup>st</sup> | by October 1 <sup>st</sup>   |
| Observations               | October – April             | October-February             |
| Final Evaluation           | by May 1 <sup>st</sup>      | by February 15 <sup>th</sup> |

### I. PRE-OBSERVATION CONFERENCE:

A mutually agreed-upon conference will be held between the administrative evaluator and the teacher to explain the evaluation procedures. At this conference, the teacher will be provided with the evaluation document and the evaluation procedures to be followed, to also include information on instructional strategies.

### II. TEACHER OBSERVATIONS:

The administrator will make classroom observations of the tenured and non-tenured certificated employee. The administrator will follow the following procedures:

- a. The administrator will observe the class for the entire instructional period/block.
- b. The administrator will *script\** (during the 2<sup>nd</sup> classroom observation) teacher and student actions during the instructional period/block and respond to the instructional checklist of the modified California Standards of the Teaching Profession/Observation Form (Form A) to indicate the performance level demonstrated or not demonstrated during the observation.
- c. The evaluator will not participate in classroom activities except when requested by the teacher.

\* *Scripting: Detailed note-taking of teacher and student actions during the instructional period/block.*

### III. FOLLOW-UP CLASSROOM OBSERVATIONS AND CONFERENCES:

- a. The administrator will schedule a post observation conference with the teacher and provide written comments on each observation of the teacher within ten (10) school days of the classroom observation.
- b. Based upon the information gained from at least two classroom observation, if 50% or more of the criteria in Section B and/or C have not been demonstrated, the teacher and administrator may develop instructional goals for those criteria in the form of an action plan (see Form B). An Action Plan may also be developed for Sections A and/or D. The Action Plan must be developed, implemented and achieved within a minimum of three months.
- c. If a teacher refuses to accept the action plan goals of Section B and/or C, the Final Summative Evaluation will be completed and the teacher will be referred to PAR.
- d. An action plan will trigger at least one additional observation.
- e. The modified California Standards of the Teaching Profession/State Content Standards Observation Form (Form A) and the action plan will be used by the evaluator and the teacher to facilitate the post observation conference discussion (*Form C*).

## **PROCEDURES FOR ADMINISTRATORS TO EVALUATE CERTIFICATED STAFF**

**Page 2**

### **IV. FINAL SUMMATIVE EVALUATION:**

- a. The Final Summative Evaluation will be based on the teacher's performance as related to the modified California Teaching Standards of the Teaching Profession/Observation Form (Form A), as well as goals stated in an action plan, if applicable.
- b. If the teacher disagrees on the one or more statements in the Final Summative Evaluation, the teacher must write a written response within ten (10) school days of receiving the Final Summative Evaluation. A copy of the response is attached to Final Summative Evaluation and is given to the evaluator and the Assistant Superintendent of Human Resources.
- c. The Final Summative Evaluation is signed and dated by the evaluator and the teacher. If the teacher refuses to sign the Final Summative Evaluation, the evaluator will indicate so on Final Summative Evaluation.
- d. The original copy of the Final Summative Evaluation is sent to the district Human Resource's office. One copy each is given to the teacher and the evaluator.
- e. An "unsatisfactory" rating in either "B" or "C" of the Final Summative Evaluation form requires the evaluatee to participate in the district's Peer Assistance Review Program pursuant to Education Code §44500 et. seq.

### **ADDITIONAL DIRECTIONS:**

- a. Form A is used for classroom observation of teachers.
- b. Form A can be used multiple times.
- c. The "Evidence Requested" column on Observation Form for Certificated Employees (Form A) may be used to indicate the need for evidence in an area that has been marked in the "not observed/not applicable" column. The "Evidence Requested" is optional for teachers and administration.
- d. Forms B and C are used by the evaluator and are optional.
- e. Under the "comments" section, the evaluator can describe areas observed or not observed.
- f. Temporary and Probationary teachers are evaluated yearly. Tenured teachers are evaluated every other year.
- g. The action plan is given to the teacher if it is satisfactorily achieved. If the action plan does not result in satisfactory improvement of performance it will be forwarded to Joint Peer Assistance Committee (JPAC).
- h. No specific references shall be made in the Final Summative Evaluation about the action plan.

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT**  
**Observation Form for Certificated Employees**  
**Form A Evaluation**  
**Article XVI**

Evaluatee: \_\_\_\_\_ School: \_\_\_\_\_

Date: \_\_\_\_\_ Period: \_\_\_\_\_ School Year: \_\_\_\_\_ Course: \_\_\_\_\_

| <b>A. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT</b>  | Yes | No | Not Observed/<br>NA | Evidence Requested/<br>Offered |
|--|-----|----|---------------------|--------------------------------|
| A1 Collaborating with colleagues to establish and articulate goals for student learning that meet established standards.     |     |    |                     |                                |
| A2 Organizing curriculum to support student understanding of subject matter.   |     |    |                     |                                |
| A3 Collecting and using multiple sources of information to assess student learning through records.                          |     |    |                     |                                |
| A4 Using multiple assessments to guide instruction.  |     |    |                     |                                |
| A5 Communicating with students, families, and other audiences about student progress.  |     |    |                     |                                |
| <b>B. INSTRUCTIONAL TECHNIQUES/STRATEGIES</b>  | Yes | No | Not Observed/<br>NA | Evidence Requested/<br>Offered |
| B1 Using materials, resources and/or technologies to make subject matter accessible to students.                             |     |    |                     |                                |
| B2 Using a variety of instructional strategies and resources.  |     |    |                     |                                |
| B3 Developing student understanding through planning of instructional strategies that are appropriate to the subject matter. |     |    |                     |                                |
| B4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.        |     |    |                     |                                |
| B5 Sequencing instructional activities and materials for student learning within the lesson.                                 |     |    |                     |                                |
| B6 Using instructional time appropriately for learning activities.   |     |    |                     |                                |
| <b>C. ADHERENCE TO CURRICULAR OBJECTIVES</b>   | Yes | No | Not Observed/<br>NA | Evidence Requested/<br>Offered |
| C1 Establishing and communicating learning goals for all students.   |     |    |                     |                                |
| C2 Connecting students prior knowledge and interests to learning goals.  |     |    |                     |                                |
| C3 Modifying instructional strategies and activities to adjust for student needs within a lesson.                            |     |    |                     |                                |
| C4 Facilitating self directed learning and providing appropriate feedback.   |     |    |                     |                                |
| C5 Demonstrating knowledge of subject matter content, instruction, and assessment.   |     |    |                     |                                |
| <b>D. SUITABLE LEARNING ENVIRONMENT</b>  | Yes | No | Not Observed/<br>NA | Evidence Requested/<br>Offered |
| D1 Creating a physical environment that engages students.  |     |    |                     |                                |
| D2 Establishing and maintaining standards for student behavior.  |     |    |                     |                                |
| D3 Establishing a climate that promotes fairness, respect, and group responsibility.   |     |    |                     |                                |
| D4 Facilitating learning experiences which promote interaction and choice.   |     |    |                     |                                |
| D5 Planning and implementing classroom procedures and routines that support student learning.                                |     |    |                     |                                |

Form B  
Evaluation

## TEACHER ACTION PLAN

Teacher

Evaluator:

Date

**DIRECTIONS:** The teacher and evaluator will develop an action plan for each criteria not being demonstrated based upon more than one classroom observation. Multiple criteria can be addressed.

**Criteria to be addressed:**

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**Action Plan:** include activities that the teacher will demonstrate and the methodologies to be used.

Evaluator:

Teacher:

Date:

Date:

May 31, 2000

FORM C

**TEACHER POST OBSERVATION CONFERENCE SUMMARY**

TEACHER: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**DIRECTIONS:** For each criteria stated in the Action Plan, indicate how each of the strategies outlined in the Action Plan are or are not being demonstrated. Based upon the classroom observations, indicate specific student and/or teacher actions as evidence.

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
FINAL SUMMATIVE EVALUATION

Pursuant to Article XVI of  
The Negotiated Agreement

Evaluatee

Grade/Assignment

School Year

SATISFACTORY

UNSATISFACTORY

A. PUPIL PROGRESS TOWARD STANDARDS OF  
EXPECTED ACHIEVEMENT

**COMMENDATIONS:**

**RECOMMENDATIONS:**

---

SATISFACTORY

UNSATISFACTORY

B. INSTRUCTIONAL TECHNIQUES/  
STRATEGIES

**COMMENDATIONS:**

**RECOMMENDATIONS:**

SATISFACTORY

UNSATISFACTORY

C. ADHERENCE TO CURRICULAR OBJECTIVES

COMMENDATIONS:

RECOMMENDATIONS:

D. SUITABLE LEARNING ENVIRONMENT

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

OVERALL PERFORMANCE

SATISFACTORY

UNSATISFACTORY

**NOTE: An "Unsatisfactory" rating in either B or C above requires the Evaluatee to participate in the District's Peer Assistance and Review Program pursuant to E.C. 44500 et seq.**

**EVALUATEE'S STATEMENT:** I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature

Date

Evaluator's Signature

Date

June 14, 2000



**APPENDIX E**

**UNIFORM SCHOOL SITE SCHEDULE**

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## Appendix E Student Bell Schedule

| Regular Day |               |
|-------------|---------------|
| 1           | 7:30 – 8:20   |
| 2           | 8:30 – 9:20   |
| 3           | 9:30 – 10:20  |
| Break       | 10:20 – 10:35 |
| 4           | 10:35 – 11:25 |
| 5           | 11:35 – 12:25 |
| Lunch       | 12:25 – 1:05  |
| 6           | 1:05 – 1:55   |
| 7           | 2:05 – 2:55   |

| Early-out Day |               |
|---------------|---------------|
| 1             | 7:50 – 8:20   |
| 2             | 8:30 – 9:00   |
| 3             | 9:10 – 9:40   |
| Break         | 9:40 – 9:55   |
| 4             | 9:55 – 10:25  |
| 5             | 10:35 – 11:05 |
| Lunch         | 11:05 – 11:45 |
| 6             | 11:45 – 12:15 |
| 7             | 12:25 – 12:55 |

**APPENDIX F  
SDM COUNCIL BY-LAWS**

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**Appendix F**

**SHARED DECISION MAKING  
BYLAWS**

**ARTICLE I  
PHILOSOPHY AND PURPOSE**

**Philosophy:** The Shared Decision Making (SDM) assumes that an agreed-on model for collaborative cooperation and a voice in school site decisions leads to a more inclusive level of involvement of various stake-holders.

**Purpose:** The purpose of Shared Decision Making is to provide an opportunity for the school community (teachers, parents, students, and other site employees), in collaboration with the principal, to jointly shape decisions regarding policy making and organizational issues related to student, teachers, and/or classrooms at the school site level.

**ARTICLE II  
SCOPE**

Site SDM Councils discuss, deliberate, and make decisions regarding issues or areas other than those assigned to other decision-making bodies (e.g., School Site Council, Department Chairs, Curriculum Council).

**ARTICLE III  
COMPOSITION**

The voting membership of SDM will consist of:

- One(1) Principal
- Four(4) Teachers
- One(1) \*Other staff member
- Three(3) Parents or Community Members
- Three(3) Students

**Note:** The department chairs will be represented on SDM by a non-voting department chair serving as a liaison, unless a department chair is elected as a teacher representative.

\* "Other staff member" will be filled by a classified member unless CSEA chooses not to participate.

## **ARTICLE IV MEMBERSHIP/ELECTIONS**

**Elections:** All elected members will be seated following an election conducted by the represented constituency (Faculty Association, Classified's Association, and ASB). Constituencies may elect alternates at the same time in case a replacement is needed.

Parent or community members' nominations are completed using the following process:

2014 to 2015: All parents currently on the SDM will be asked to serve out their term. Parent vacancy elections will be conducted by the SSC by Winter Break. Elections in subsequent years will be coordinated by SDM using their by-laws unless there is a PTA/PTSA/PTSC who would then coordinate the parent election.

ERHS will run their Parent Elections through their PTA/PTSA/PTSC. PTA/PTSA/PTSC will coordinate their elections per their own by-laws.

The following election procedures will be used for Parents or Community members at PVHS and SMHS.

If a PTA/PTSA/PTSC is in place at those sites, that group will conduct elections per their own by laws as it does at ERHS.

Parent or Community members' nominations are completed using the following process:

1. Request for nominations will be done through the District, using the All Call phone system at the beginning of the school year.
2. Nomination need to be returned in writing at least 72 hours prior to the election to the committee coordinating the election.
3. The election will be conducted at Back to School Night by the committee coordinating the election (or, for the 2014-2015, before the Winter Break).
4. Ballots will be tallied by the committee coordinating the election, archived for one (1) year, and candidates will be notified to the election result.
5. Should a parent or community member be on the ballot for SDM position at more than one campus and win on more than one ballot, she or he will serve only on the SDM committee on which he or she received the highest percentage of votes cast for the site.

**Term of Office:** The site principal is the only permanent member of SDM. The term of office for each elected member shall be determined by the represented constituency and will be elected for one or two year terms. A person shall not serve for more than four (4) consecutive years.

**Substitutes/Assignment of Membership:** No substitute is permitted for an elected member. An elected member may not assign his or her membership to any other person.

**Termination/Resignation of Membership/Non-Attendance:** A Council member shall no longer hold membership should he or she cease to meet the membership requirements under which he or she was eligible elected. A resignation from the Council must be submitted in writing. A member may be removed from the Council after absence from three consecutive regular meetings by agreement of the Council.

## **ARTICLE V MEMBER ROLES/STRUCTURE OF COUNCIL**

**Facilitator:** Each meeting will be conducted by a Council member serving as a facilitator unless an outside facilitator is deemed necessary by the Council. Each member may be called upon to facilitate a meeting based on agreement of the Council. (Rotating).

**SDM Chair:** The responsibility of the SDM Chair is to maintain the calendar and the functions of the Council, including scheduling and publicizing the Open Forum before each regularly scheduled Council meeting, preparing agendas in concert with the Recording Secretary, and arranging and communicating meeting logistics. The term of duty shall be one school year.

**Recording Secretary:** The Recording Secretary assists the SDM Chair in preparing agendas for Council meetings. The Recording Secretary will record, produce, reproduce, and distribute meeting minutes to SDM members and disseminate the approval minutes to the entire school community after SDM approval. The term of duty shall be one school year.

## **ARTICLE VI**

### **CALENDAR AND QUORUM**

**Regular Meetings:** Site SDM Council will meet at least four (4) times per year on release time and/or after school as determined by the Council. The Council will endeavor to schedule meetings at an appropriate time for maximum participation by elected members.

**Special Meetings:** Special meetings may be scheduled by the Council as needed.

**Quorum:** A quorum for any SDM Council meeting is defined as at least 75% of the total Council membership and representation of each constituency. No Council decision may be made without a quorum present at the time of the vote.

## **ARTICLE VII**

### **DECISION MAKING**

SDM decisions require a "Consensus," which is defined as Council members in attendance either agreeing with the decision or not objecting to the decision.

REGULAR MEETING  
JUNE 21, 2016

## APPENDIX K

Resolution No. 24 - 2015-2016

Resolution Ordering  
School Bond Election for the  
November 8, 2016 Ballot



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**REGULAR MEETING  
JUNE 21, 2016**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
RESOLUTION NUMBER 24 – 2015-2016**

**RESOLUTION ORDERING A SCHOOL BOND ELECTION, AND  
AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the Santa Maria Joint Union High School District (the “District”), located primarily in the County of Santa Barbara (“Santa Barbara County”) and partially in the County of San Luis Obispo (“San Luis Obispo County” and together with Santa Barbara County, the “Counties”), is a California public high school district organized pursuant to Sections 35000 *et seq.* of the California Education Code (the “Education Code”); and

**WHEREAS**, the District, in 2014, commissioned a comprehensive evaluation of its high school facilities and the available sources of funding to improve its facilities; and

**WHEREAS**, the Board of Education (the “Board”) of the District thereafter adopted a Reconfiguration and Facilities Program (the “Program”), which provides a roadmap and sequence for addressing the District’s needs for facility improvement; and

**WHEREAS**, the Program includes two phases of facility improvements: the first phase funded primarily by Measure C, approved by the voters in 2004; and, the second phase funded primarily by a new bond measure to be presented to voters and State School Facilities Program matching funds; and

**WHEREAS**, the Program outlines a plan for the District to construct new classroom buildings and replace portable facilities, upgrade existing permanent classrooms with modern furniture, fixtures and equipment, renovate the Ethel Pope Auditorium, construct and improve student support facilities, construct a new agriculture pavilion to support the agriculture program and other career technology education programs throughout the District, as well as other school site improvements; and

**WHEREAS**, the Board developed the Program to enhance educational programs and increase student achievement; and

**WHEREAS**, the Board is authorized to order elections within the District and to designate the specifications thereof, pursuant to Education Code Sections 5304 and 5322; and

**WHEREAS**, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to Education Code Sections 15100 *et seq.*; and

**WHEREAS**, pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, and Section 15266 of the Education Code, school districts may seek approval of bonds and levy an *ad valorem* tax to repay those bonds upon a 55%

vote of those voting on a proposition for the purposes hereinafter specified, provided certain accountability measures are included in the proposition, including performance and financial audits and oversight by an independent citizens' oversight committee to ensure that all funds are spent properly and as promised to the voters; and

**WHEREAS**, the Board deems it necessary and advisable to submit such a bond proposition to the electors, which, if approved by 55% of the votes cast, would permit the District to issue its bonds; and

**WHEREAS**, Section 5303 of the Education Code provides that in an election to be conducted in a district located in more than one county, the elections clerks of both counties shall by mutual agreement provide for the performance of the duties incident to the preparation for and holding of all district elections; and

**WHEREAS**, the Board understands that the Registrar of Voters of Santa Barbara County (the "Santa Barbara County Registrar of Voters") shall bear primary responsibility for conducting the election; and

**WHEREAS**, the District desires to request that the Santa Barbara County Registrar of Voters and the Registrar of Voters of San Luis Obispo County (the "San Luis Obispo County Registrar of Voters" and together with the Santa Barbara County Registrar of Voters, the "Registrars of Voters") come to a mutual agreement for the performance of such elections clerk duties in connection with the bond proposition to be submitted to the voters in compliance with Section 5303 of the Education Code; and

**WHEREAS**, such a bond election must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the Education Code; and

**WHEREAS**, on November 8, 2016, a statewide general election is scheduled to be conducted throughout the District; and

**WHEREAS**, the Board has determined that, based upon a projection of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15268 of the Education Code; and

**WHEREAS**, Section 9400 *et seq.* of the California Elections Code (the "Elections Code") requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

**WHEREAS**, the Board now desires to authorize the filing of a ballot argument in favor of the bond proposition to be submitted to the voters at the election; and

**WHEREAS**, if a project to be funded by the bonds will require State of California matching grant funds for any phase, the sample ballot must contain a statement, in the form prescribed by law, advising the voters of that fact, and the Board finds that completion of all or a portion of certain of the projects listed in the bond proposition set forth herein will require State matching grant funds not yet received by the District;

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Education of the Santa Maria Joint Union High School District as follows:

**Section 1. Recitals.** All of the above recitals are true and correct.

**Section 2. Specifications of Election Order: Required Certification.** Pursuant to Education Code Sections 5304, 5322, 15100 *et seq.*, and 15266, a special election shall be held within the boundaries of the District on November 8, 2016, for the purpose of submitting to the registered voters of the District the bond proposition contained in Exhibit A attached hereto and incorporated herein. In accordance with Section 1 of Article XIII A of the California Constitution, and as provided in the text of the bond proposition, the Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the bond project list set forth in the bond proposition.

**Section 3. Conduct of Election.**

(a) *Request to County Officers.* Pursuant to Section 5303 of the Education Code, the Registrars of Voters are required to, and are hereby requested to, take all steps to hold the election in accordance with law and these specifications. The District hereby further requests that the Santa Barbara County Registrar of Voters and the San Luis Obispo County Registrar of Voters come to a mutual agreement for the performance of elections clerk duties in connection with the bond proposition in compliance with Section 5303 of the Education Code.

(b) *Abbreviation of Proposition.* Pursuant to Section 13247 of the Elections Code and Section 15122 of the Education Code, the Board hereby directs the Registrars of Voters to use the following abbreviation of the bond proposition on the ballot:

*“To rebuild Santa Maria High, improve student safety, renovate and construct classrooms and support facilities at Righetti, Pioneer Valley and Delta high schools that provide modern learning environments, increase classroom technology and infrastructure, replace portable classrooms, and improve vocational career and college pathway facilities District-wide that support student achievement, shall Santa Maria Joint Union High School District be authorized to issue up to \$114,000,000 in bonds, at legal interest rates, with an independent citizens’ oversight committee and annual audits?”*

(c) *Voter Pamphlet.* The Registrars of Voters are hereby requested to reprint the full text of the bond proposition as set forth in Exhibit A in its entirety in the voter information pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code. In the event the full text of the bond proposition is not reprinted in the voter information pamphlet in its entirety, the Registrars of Voters are hereby requested to print, immediately below the impartial analysis of the bond proposition, in no less than 10-point boldface type, a legend substantially as follows:

*“The above statement is an impartial analysis of Measure \_\_\_\_ . If you desire a copy of the measure, please call the Santa Barbara/San Luis Obispo County Registrar of Voters at (805) 568-2200/(805) 781-5080 or the Santa Maria Joint Union High School District at (805) 922-4573, and a copy will be mailed at no cost to you. Measure \_\_\_\_ is also available on the Internet at <http://www.smjuhsd.k12.ca.us/>.”*

(d) *Accountability Safeguards.* In the event the full text of the bond proposition is not reprinted in the voter information pamphlet in its entirety, the Registrars of Voters are hereby requested to include the following statement in the ballot in compliance with Section 15272 of the Education Code:

*“If Measure \_\_\_ is approved, the Board of Education of the Santa Maria Joint Union High School District will appoint a citizens’ oversight committee and conduct annual independent audits to assure that bond funds are spent only on the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and for no other purposes.”*

(e) *State Matching Funds.* The District hereby requests that the Registrars of Voters include the following statement in the ballot pamphlet, pursuant to Section 15122.5 of the Education Code:

***“Approval of Measure \_\_\_ does not guarantee that the proposed project or projects in the Santa Maria Joint Union High School District that are the subject of bonds under Measure \_\_\_ will be funded beyond the local revenues generated by Measure \_\_\_ . The District’s proposal for the project or projects assumes the receipt of matching State funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.”***

(f) *Consolidation Requirement.* Pursuant to Section 15266(a) of the Education Code, the election shall be consolidated with the statewide general election on November 8, 2016, and pursuant to Part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the Registrars of Voters and the Board of Supervisors of the Counties are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

(g) *Canvass of Results.* The Board of Supervisors of each of the Counties is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the Elections Code.

(h) *Required Vote.* Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond proposition shall become effective upon the affirmative vote of at least 55% of those voters voting on the proposition.

(i) *Election Costs.* The District shall pay all costs of the election approved by the Board of Supervisors of each of the Counties pursuant to Education Code Section 5421.

**Section 4. Delivery of Order of Election to County Officers.** The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than August 12, 2016 (which date is not fewer than 88 days prior to the date set for the election), one copy of this Resolution to each of the Registrar of Voters, including the tax rate statement attached hereto as Exhibit B, containing the information required by Elections Code Section 9400 *et seq.*, completed and signed by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of each of the Counties.

**Section 5. Ballot Arguments.** The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with each of the Registrar of Voters a ballot argument in favor of the bond proposition, within the time established by the Registrars of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond proposition.

**Section 6. Further Authorization.** The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

**Section 7. Effective Date.** This Resolution shall take effect upon its adoption by a two-thirds vote.

**PASSED AND ADOPTED** by the Board of Education of the Santa Maria Joint Union High School District at a regular meeting held this 21<sup>st</sup> day of June, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

President of the Board of Education of the  
Santa Maria Joint Union High School District

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**EXHIBIT A**  
**FULL TEXT OF BOND PROPOSITION**

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT  
HIGH SCHOOL FACILITIES IMPROVEMENT INITIATIVE**

This Proposition may be known and referred to as the “Santa Maria Joint Union High School District High School Facilities Improvement Initiative” or as “Measure \_\_\_”.  
*[designation to be assigned by County Registrar of Voters]*

**BOND AUTHORIZATION**

By approval of this proposition by at least 55% of the registered voters voting on the proposition, the Santa Maria Joint Union High School District (the “District”) shall be authorized to issue and sell bonds of up to \$114,000,000 in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled “BOND PROJECT LIST” below (the “Bond Project List”), and qualify to receive State of California matching grant funds, subject to all of the accountability safeguards specified below.

**ACCOUNTABILITY SAFEGUARDS**

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific facilities needs of the District, all in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code (the “Education Code”)).

**Evaluation of Needs.** The Board of Education of the District (the “Board”) has prepared a master schools improvement plan in order to evaluate and address all of the facilities needs of the District at each campus and facility, and to determine which projects to finance from a local bond at this time. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

**Limitations on Use of Bonds.** Proceeds from the sale of bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.



**Independent Citizens' Oversight Committee.** The Board shall establish an independent citizens' oversight committee (pursuant to Education Code Section 15278 and following), to ensure bond proceeds are expended only for the school facilities projects listed in the Bond Project List. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board. In accordance with Section 15282 of the Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

**Annual Performance Audits.** The Board shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the Education Code.

**Annual Financial Audits.** The Board shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the Education Code.

**Special Bond Proceeds Account: Annual Report to Board.** Upon approval of this proposition and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board no later than January 1 of each year, commencing January 1, 2018, stating (a) the amount of bond proceeds received and expended in that year, and (b) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

## **FURTHER SPECIFICATIONS**

**Joint-Use Projects.** The District may enter into agreements with other public agencies or nonprofit organizations for joint use of school facilities financed with the proceeds of the bonds in accordance with Education Code Section 17077.42 (or any successor provision). The District may seek State grant funds for eligible joint-use projects as permitted by law, and this proposition hereby specifies and acknowledges that bond funds will or may be used to fund all or a portion of the local share for any eligible joint-use projects identified in the Bond Project List or as otherwise permitted by California State regulations, as the Board shall determine.

**Single Purpose.** All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and proceeds of the bonds shall be spent only for such purpose, pursuant to California Government Code Section 53410.

**Bonds may be Issued in Excess of Statutory Bonding Limit.** Issuance of all of the authorized bonds might require the outstanding debt of the District to exceed its statutory bonding limit of 1.25% of the total assessed valuation of taxable property in the District. In that event, the District intends to seek a waiver of its bonding limit from the State Board of Education, which has the power to waive certain requirements of the Education Code applicable to the District. By approval of this proposition, the voters have authorized the District to seek such a waiver, and to issue authorized bonds in excess of the 1.25% limit as the State Board of Education may approve. No such waiver has yet been sought or granted.

**Other Terms of the Bonds.** When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

## **BOND PROJECT LIST**

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of the bond proposition and shall be reproduced in any official document required to contain the full statement of the bond proposition. Listed projects will be completed as needed at a particular school or facility site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. Any authorized repairs shall be capital expenditures. The project list does not authorize non-capital expenditures. Each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, inspection and similar planning and testing costs, demolition and interim housing costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and

other costs incidental to and necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain construction funds expected from non-bond sources, including State of California grant funds for eligible projects, have not yet been secured. Therefore, the Board cannot guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds of the bonds under this proposition are as follows:

| <b>DISTRICT WIDE PROJECTS</b>  |
|--|
| <p><b>The following projects are authorized to be financed District wide:</b></p> <ul style="list-style-type: none"> <li>• Acquire, construct, and modernize classrooms and related facilities to accommodate student enrollment and implementation of the District’s educational program</li> <li>• Replace portable classrooms with permanent classroom facilities</li> <li>• Modernize existing teaching facilities and classrooms to accommodate modern classroom instruction</li> <li>• Replace classrooms, reconfigure classrooms and facilities, and provide furnishings, fixtures, and equipment to meet current teaching standards and requirements</li> <li>• Upgrade fields, play courts, and athletic and performance spaces for school and community use</li> <li>• Update science labs, aging bathrooms, assembly spaces, emergency communication systems, and technology infrastructure</li> <li>• Retrofit classrooms with energy efficient air conditioning, heating, and safety systems to reduce overall costs and improve the classroom learning environment for students and teachers</li> <li>• Improve circulation and parking and reconfigure drop-off and pick-up areas at schools to enhance student safety and reduce neighborhood traffic delays</li> <li>• Construct, create, and expand vocational classrooms and career technical facilities, including an agricultural farm</li> <li>• Address unforeseen conditions revealed by construction/modernization (e.g., plumbing or gas line breaks, dry rot, seismic, structural, etc.)</li> <li>• Perform necessary site preparation/restoration in connection with new construction, renovation or remodeling</li> </ul> <p>All or portions of these projects may be used as joint-use projects within the</p> |

meaning of Section 17077.42(c) of the Education Code (or any successor provision).

**SANTA MARIA HIGH SCHOOL**

**The following projects are authorized to be financed at Santa Maria High School:**

- Replace classrooms, reconfigure existing permanent classrooms and facilities, and provide furnishings, fixtures, and equipment to meet current teaching standards and requirements
- Retrofit classrooms with energy efficient air conditioning, heating, and safety systems to improve the classroom learning environment for students and teachers
- Replace existing portable classrooms with permanent classroom facilities
- Construct new buildings to replace older portions of the campus with new classrooms, labs, and related facilities
- Construct, create, and expand vocational classrooms and career technical facilities
- Renovate and restore the Ethel Pope Auditorium
- Upgrade and modernize classrooms to accommodate modern classroom instruction and meet current teaching standards and requirements
- Construct new student services center, athletic fields and courts, and related facilities, and reconfigure main campus entry to improve vehicular and pedestrian circulation
- Upgrade classroom buildings, labs, and related facilities and provide modern furniture, fixtures, and equipment to implement the District's educational program
- Increase parking and reconfigure drop-off and pick-up areas to enhance student safety and improve neighborhood circulation
- Upgrade and integrate information technology infrastructure for new and modernized facilities and expand the use of digital technologies in the classroom

All or portions of these projects may be used as joint-use projects within the meaning of Section 17077.42(c) of the Education Code (or any successor provision).

**RIGHETTI HIGH SCHOOL**

**The following projects are authorized to be financed at Righetti High School:**

- Upgrade and modernize classrooms to accommodate modern classroom instruction and meet current teaching standards and requirements
- Modernize library and upgrade existing labs, including engineering, industrial arts, and science classrooms, to support academic pathways and implement the District's educational program
- Replace existing portable classrooms with permanent classroom facilities
- Construct practice gymnasium and performing arts facility to supply additional

indoor athletic and performance space for organized sports, theater, choir, band, and community uses

- Retrofit classrooms with energy efficient air conditioning, heating, and safety systems to improve the classroom learning environment for students and teachers
- Construct, create, and expand vocational classrooms and career technical facilities
- Upgrade classroom buildings, labs, and related facilities and provide modern furniture, fixtures, and equipment to implement the District's educational program
- Improve parking and reconfigure drop-off and pick-up areas to enhance student safety and improve neighborhood circulation
- Upgrade and integrate information technology infrastructure for new and modernized facilities and expand the use of digital technologies in the classroom

All or portions of these projects may be used as joint-use projects within the meaning of Section 17077.42(c) of the Education Code (or any successor provision).

### **PIONEER VALLEY HIGH SCHOOL**

- Upgrade and modernize classrooms and related facilities to accommodate modern classroom instruction and meet current teaching standards and requirements
- Construct, create, and expand vocational classrooms and career technical facilities
- Upgrade classroom buildings, labs, and related facilities and provide modern furniture, fixtures, and equipment to implement the District's educational program
- Upgrade information technology infrastructure and expand the use of digital technologies in the classroom

All or portions of these projects may be used as joint-use projects within the meaning of Section 17077.42(c) of the Education Code (or any successor provision).

### **MISCELLANEOUS**

**All listed bond projects include the following as needed:**

- Removal of hazardous materials such as asbestos and lead paint as needed.
- Construction and/or installation of access improvements for disabled persons, as required by state and federal law.
- Associated onsite and offsite development, demolition and other improvements made necessary by listed bond projects.
- Planning, designing and providing temporary housing necessary for listed bond projects.
- Purchase of any rights-of-way and/or easements made necessary by listed bond projects.

## EXHIBIT B

### TAX RATE STATEMENT

An election will be held in the Santa Maria Joint Union High School District (the "District") on November 8, 2016, to authorize the sale of up to \$114,000,000 in bonds of the District to finance school facilities as described in the proposition. If the bonds are approved, the District expects to issue the Bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9404 of the California Elections Code.

1. The best estimate of the tax which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 3.00 cents per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2017-18.
2. The best estimate of the tax rate which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 3.00 cents per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2023-24.
3. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 3.00 cents per \$100 (\$30.00 per \$100,000) of assessed valuation and is expected to remain approximately the same in each year during the term of repayment of the bonds.
4. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately \$193,000,000.

Voters should note that estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County's official tax rolls, *not* on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Certain taxpayers may also be eligible to postpone payment of taxes. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply, and the actual total debt service, may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by

the District based on need for construction funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Superintendent  
Santa Maria Joint Union High School District

## **CLERK'S CERTIFICATE**

I, Carol Karamitsos, Clerk of the Board of Education of the Santa Maria Joint Union High School District, Counties of Santa Barbara and San Luis Obispo, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on June 21, 2016, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours beforehand at 2560 Skyway Drive, Santa Maria, California, a location freely accessible to members of the public, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

ATTEST:

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Clerk of the Board of Education  
Santa Maria Joint Union High School District