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**IDnum** 353    **Language** English    **Country** United States    **State** CA

**Union** Paso Robles Public Educators

### Local

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary
Librarians

**Bargaining Agency** Paso Robles Public Schools

**Agency industrial classification (NAICS):**

61 (Educational Services)

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**Full text contract begins on following page.**

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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
PASO ROBLES PUBLIC SCHOOLS, A JOINT UNIFIED SCHOOL DISTRICT  
AND  
PASO ROBLES PUBLIC EDUCATORS, CTA/NEA & CFT, AFL/CIO

July 1, 1999 - June 30, 2002

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## ARTICLE 1.

## INTRODUCTION

A. This Agreement is entered into by and between the PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT ("District") and the PASO ROBLES PUBLIC EDUCATORS ("Exclusive Representative"), an employee organization.

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

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

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

## ARTICLE 2.

## RECOGNITION

A. The District recognizes the Paso Robles Public Educators as the Exclusive Representative of a unit composed of the District's regularly-employed full-time and part-time classroom teachers, librarians, counselors, speech therapists, independent-study, home school and non-classified credentialed nurses; but excluding management, supervisory, confidential employees, and substitutes.

1. Both parties agree that their members, officers, agents, or representatives shall not negotiate individually with the other party.

2. New job classifications shall be designated as management, confidential, supervisory, or bargaining unit positions when they are created. The District shall consult with the Exclusive Representative prior to designating the positions. Disputed cases shall be submitted to PERB.

## ARTICLE 3.

## SALARY

A. Copies of the ~~1997-98~~ 99-00 salary schedules, which are coterminous with the provisions of this Agreement, are attached to this Agreement as Appendices.

B. The ~~1997-98~~ 99-00 salary schedules included as Appendices will be adjusted as follows:

1. ~~Fiscal Year 1997-98~~ 99-00. A 1.6% salary schedule increase will be funded after ratification and Board approval of the collective bargaining agreement. *The 1999-00 negotiated salary schedule increase is retroactive to July 1, 1999. Enrollment growth ADA (after deduction of staffing costs) above the prior year P-2 ADA will be funded in the following manner: 1) Compare P-2 ADA (exclusive of Grizzly Challenge, ROP, County operated special education, NPS) between 1998-99 and 1999-00, 2) subtract actual cost of new hires after the start of school, 3) divide the total cost of 1% (for PRPE represented members) by the total cost of 1% (for all employees) to generate the proportionate share of the growth revenue (which will be added to the salary schedule).* The compensation increase is comprehensive and inclusive of any negotiated changes in professional responsibilities. Any negotiated retroactive salary payment shall be computed on the annual salary of the unit member and not include, stipends, summer school, curriculum payments, adult school, etc. ~~The 1997-98 negotiated increase which is contingent on the passage of Senate Bill 550, includes the following adjustments to the 1996-97 salary schedules: Leveling up of the Elementary Salary Schedule to the High School Schedule, and/or replacement of any corresponding cell with whichever cell is higher on either schedule. A 2% salary schedule increase effective July 1, 1997. An un-compounded, 2% salary schedule increase effective February 1, 1998.~~

2. ~~Fiscal Year 1998-99.~~ Contingent upon an increase in the October, 1998 CBED's count of 135 students greater than the October, 1997 CBED's count (6088), the established 1997-98 salary schedule will be adjusted by the 1998-99 COLA (increase in the base revenue limit as determined by the COE), or 2.2%, which ever is greater, retroactive to July 1, 1998. If the October, 1998 CBED's count is not 135 greater than the October, 1997 CBED's count, the district has the option of adjusting the 1997-98 salary schedule by 2.2% (retroactive to July 1, 1998), at district discretion. If either of these provisions are implemented for fiscal year 1998-99, this will constitute the complete contract for 1998-99 (i.e. no other reopeners). If neither of the above provisions are implemented for fiscal year 1998-99, the parties will

~~negotiate salary/benefits and two additional articles as proposed by each party.~~

~~3. Rebate from School Insurance Services of California (SISC). If the district receives a rebate from SISC for 1997-98, a prorated portion of the rebate, based on FTE represented by PRPE on June 1, 1998, will be paid to those employees in paid employment on June 1, 1998. This off-schedule payment will be made in August 1998. A like provision will apply to any rebate received from SISC for 1998-99 for employees in paid employment on June 1, 1999, to be paid in August, 1999.~~

4. Step and longevity movement shall be contingent upon satisfactory performance evaluations. Before a unit member is denied step or longevity movement, the unit member shall receive a written assistance plan, including: a. specific areas which need improvement, b. suggestions for improvement, c. additional resources which will be provided, (if applicable), d. techniques for measuring improvement, e. time schedule for monitoring improvement. If an overall, unsatisfactory rating is indicated on the evaluation form, an assistance plan will be in place for a school year. If after this time the subsequent overall evaluation is unsatisfactory then step and longevity movement will be frozen for the next school year.

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

1. To be applicable for salary schedule placement purposes for the school year, an official transcript of courses completed or a statement signed by the instructor or the registrar of the college or university that the course has been satisfactorily completed will be required no later than the last workday before October 15. Failure to observe this deadline shall cause the crediting of the units to be held to the next school year. However, the District will not require transcripts for successfully completed District-sponsored training programs which qualify for salary schedule credit.

2. For the purpose of this Article, units are defined as semester units.

3. Advanced training units to be credited on initial placement shall be related to the teaching assignment.

4. Graduate units related to the employee's teaching assignment earned prior to the time the employee received a bachelor's degree shall be granted for salary schedule placement at the discretion of the District.

5. When employees are initially employed in the District, their transcripts will be evaluated to determine which graduate courses completed, in addition to those required for a bachelor's degree, will be accepted for salary placement purposes. It is the employees responsibility to provide the district with verification of request for official transcripts within the first 30 days of paid service. Any transcripts received after 90 days will not be used for salary placement for the current school year, and may result in payroll deductions if the initial placement was incorrect.

6. Placement on the first step of the salary schedule is based on the completion of a bachelor's degree from an accredited college or university with no additional approved units and with no creditable years of teaching experience.

7. Units and degrees will be accepted only from accredited colleges and universities. For purposes of this Article and Appendices, accredited colleges and universities are defined as those from which units are accepted by the California Commission for Teacher Preparation and Licensing. For purposes of this Article, correspondence or mail-order courses will be acceptable only with prior written approval of the District.

8. Teaching experience gained in public, private, academic, industrial and vocational schools and Public Health Nursing Services accredited by recognized accrediting agencies will be granted for purposes of initial salary placement.

9. A maximum credit of seven years of previous teaching experience shall be granted for teachers entering the District for the first time.

a. Previous experience will be evaluated using the established criteria for determining service credit for permanent employees.

b. After initial credit is given, year-for-year credit shall be given for additional experience in the District. One year of salary schedule step credit shall be given for each



two years in which part-time unit members receive satisfactory performance evaluations. Part-time is defined as those employees working the equivalent of 50%, or more of a full-time assignment.

c. In computing the seven years of service maximum, up to two years of credit may be granted for United States Military Service.

10. Satisfactory completion of each unit of approved college credit is required to advance from one salary classification to another.

a. To be credited for placement on the salary schedule, courses must be approved by the appropriate District management person prior to completion of the courses. Correspondence and mail-order courses will be acceptable only with the prior approval of the District.

b. With respect to units taken for credit on the salary schedule, the units must be upper division or graduate level courses.

(1) An employee may request credit for a lower division course which is applicable to his/ her assignment. A site administrator must make a favorable recommendation for a lower division course to be considered. The Superintendent or designee shall review such recommendation prior to approval being granted.

(2) Approval shall be on a case-by-case basis, and no approval shall set a precedent.

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

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

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

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

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

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

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

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

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

D. Unit members receiving extra-duty stipends shall be entitled to a longevity bonus (with the following exceptions: Department Chairpersons, and Instructional Coordinators), as follows:

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

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

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

E. Department Chairs--Middle School. Terms Effective

1.	<u>Positions</u>	<u>July 1, 1986</u>
a.	Sixth grade Core (includes all sixth grade Core periods)	1 year
b.	Social Studies	1 year
c.	English	2 years
d.	Math	2 years
e.	Physical Education/Health	1 year
f.	Science	2 years
g.	Special Services (Special education, counseling, library, ESL, Mesa, opportunity)	2 years
h.	Vocational Education (Typing, home economics, industrial technology, computers)	2 years
I.	Fine Arts/Foreign Language (Art, music and drama)	1 year

2. Criteria & Selection Process for Department Chairperson.

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

3. The term of office for department chairs shall be two years except as provided in Paragraph E.1, above, and in E.4, below, for unsatisfactory service.

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

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

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

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

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

G. (6-8) Counselor II positions shall work 8 hours and 40 minutes per day for 195 workdays and receive a 15% stipend. (9-12). Counselors may have their work year extended to 200 days. Counselors working

200 days shall receive a 20 percent stipend for counseling service. The stipend, in addition to placement on the regular salary schedule, shall serve as the only compensation for extra time in the workday/ work year served by the counselor.

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

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

J. (9-12). Instructional Coordinator Selection Process.

1. The District will determine the number of instructional coordinator positions, and their areas of responsibility, by March 1 each year.

2. Criteria for the selection of each instructional coordinator position include: valid credential in at least one area of responsibility; permanent teacher in the District; demonstrated ability to communicate effectively; evidence of knowledge of current trends and issues in the areas of responsibility; demonstrated ability in the use of effective instructional strategies; additional criteria may be added depending on the needs of the District and requirements of the area of responsibility. All staff members within the area(s) of responsibility will have an opportunity to give input to the selection criteria.

3. During the month of March, prior to the year of appointment, all certificated staff members shall be notified of proposed vacancies and shall have an opportunity to apply by responding to the vacant position announcement. Vacancies will be posted for a minimum of ten days.

4. Each Instructional Coordinator Selection Committee will consist of 3 teachers from the identified areas of responsibility elected by faculty from that area of responsibility, and 2 administrators appointed by the Principal. Selection Committee members will be elected by the members from the identified areas of responsibility after self nomination. The election will be coordinated by the Principal.

5. Nominated candidates meeting the criteria will be interviewed by the selection committee. Candidates will be approved by the committee on the basis of a four (4) vote majority. Up to three (3) approved candidates will be submitted to the Principal for final selection. If no applications are received, the Principal shall appoint an instructional coordinator, subject to the acceptance of the person appointed.

6. The Principal will make a recommendation to the Superintendent for the vacant position(s) no later than April 15 prior to the person assuming the duties on July 1.

7. Instructional coordinators shall serve two-year terms unless removed for unsatisfactory evaluation or if the position is eliminated.

8. The instructional coordinator will be supervised and evaluated by the Principal, or designee, on an annual basis. This evaluation shall be separate from the classroom teacher evaluation. In the case of an unsatisfactory evaluation, the instructional coordinator shall be removed and a replacement selected following the above procedure.

9. Each instructional coordinator shall have a job description provided by the District, and will establish annual goals with the principal or designee. The principal, or designee, will solicit input from all members in the area of responsibility prior to setting annual goals for the instructional coordinator.

K. ~~Effective on ratification of this agreement, those~~ Those teachers employed to perform curriculum development work, *teaching assignments outside the regular workday directly related to student remediation*, summer school teachers, and driver training teachers shall be compensated at the curriculum rate which shall be adjusted by the across-the-board percentage increase applied to the certificated salary schedule June 1 of each school year for the term of the Agreement. The hourly compensation rate of \$18.50 per hour will be instituted for teacher in service or workshops scheduled during the summer or other non-service days.

L. Unit members who are regularly assigned to more than one school site and are required by

the District to use their own automobiles in the performance of their duties, and unit members required by the District to use their own automobiles to attend a meeting or conference outside the District, shall be reimbursed for all such travel at the rate allowed for income tax deductions by the Internal Revenue Service (IRS). Mileage claims must be submitted to the District on the District-designated form monthly, or within 30 days of the date for which reimbursement is requested. 6-8 traveling teachers who cannot be provided with a full period of preparation time may request a prep period or compensation of 1/7 per diem salary to be approved by site administration. 6-8 traveling teachers will not be required to have a home room assignment.

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

#### 14. PRHS Department Chairperson Selection Procedure

1. There shall be 10 specified department chairpersons as follows: English, Physical Ed./Driver Ed./Health, Mathematics, Science, Visual & Performing Arts (Art/Music/Drama/Dance), Social Science, Foreign Language, Vocational Ed. (two co-chairpersons will be selected, one for Ind. Arts/Ag. Science and one for Business/Computers/Home Economics), Special Services (Special Ed./Library, Counselors).

2. Proficiency Title I classes shall be assigned to the respective departments.

3. Each department shall elect a chairperson according to the following procedures.

a. On May 1 of each year, the principal and the association president shall distribute to members of the department in which the chairperson's term is ending, a notice that a five-day period is open for nominations to be submitted to serve as department chair.

b. If a person is willing to be a candidate for department chair, the person shall notify the association president in writing.

c. If no names are nominated during the five-day nomination period, the principal shall appoint a department chairperson, subject to the acceptance of the person appointed. If no one in the department is willing to accept the appointment, the principal shall appoint an administrator to serve as department chairperson for a two-year term.

d. The principal and the president of the association shall give department members at least five-days' notice of the time and place of the election before holding the election. The names of the nominees shall be included in this written notice.

e. Each unit member shall have one vote in the department in which he/she teaches at least three periods. There are two exceptions: 1) if a unit member does not teach at least three periods in any one department, 2) if the unit member accepts a before school or after school teaching period resulting in three teaching periods in two different departments (in these

exception areas, the principal shall decide the unit member's department assignment and voting privilege after consulting with the association president. In no case shall any unit member have more than one vote in one department.

f. At the actual election, the association president shall distribute a ballot listing the names of the nominees. After each department member has voted, the association president shall count the votes and announce the results of the election. The person receiving the majority of votes shall be elected. In case of a tie, a second election shall be held within five days. If the second election also ends in a tie, the outcome shall be determined by a coin toss. In this case, the term shall be for only one year, after which a new election would be held for another one-year term.

g. In the above procedures, the next officer in succession shall conduct the election, if the election involves the department of the association president.

h. The above procedures apply any time there is a vacancy in a department chairperson's position.

i. The regular term for each department chair shall begin at the time of the election and shall end at the time of the next election, which will usually be held two years later. In the case that a person is fulfilling the remainder of a former chairperson's term, the election will be held on the same schedule as if the original person had completed his/her two-year-term.

4. The principal may veto this nominee; otherwise, the elected person shall be appointed as chairperson. In the case of a veto, the department shall elect a second nominee. The principal may veto this nominee; otherwise the elected person shall be appointed as chairperson.

5. Each department chairperson shall have a job description provided by the District as well as goals established in the same manner as described in the evaluation procedure.

6. Each department chairperson shall be evaluated annually. This evaluation shall be separate from the classroom teacher evaluation. In the case of an unsatisfactory evaluation, the chairperson shall be removed and the department shall elect a new nominee as described above.

7. Department chairpersons shall serve two-year terms unless removed for unsatisfactory evaluation.

8. Department chairpersons shall receive stipends as listed on the extra-duty pay schedule. The number of sections will be calculated from the school master schedule each October 1. The two co-chairpersons of the Vocational Education Department will equally divide the stipend for the total Voc. Ed. Department. Department chair stipends will not have STRS deductions unless required by STRS. The department chair stipend for Special Services will be calculated based upon the inclusion of Special Education; Counseling at two sections, and Library at three sections.

## ARTICLE 4.

## HEALTH BENEFITS

A. Through June 30, 1998 ~~2000~~ the District will provide a sum not to exceed, ~~\$4928.88,~~ \$5750.88 (for current Blue Cross members to a maximum of 58% of the unit members. Other unit members may move in by seniority if there is space available. Additional unit members have the option to buy into Blue Cross @ \$43.80/month/tenthly), which may be applied by the unit member to health benefits as follows:

1. Blue Cross Prudent Buyer Hospital/Foundation Professional Plan B (\$100/300 deductible with a \$4,000 stop loss provision) or the Lifeguard HMO - \$10 Co-Pay. Outpatient Psychiatric is covered under Behavioral Health Access (BHA) High Option Plan. PCS Drug Discount Card (three co-pay plan).

2. Delta Dental group insurance on the composite coverage rate basis for the employee and eligible dependents with an annual plan limit of \$1500, and/or a choice of the Delta Dental DPO with a \$2000 annual plan limit and \$3000 lifetime limit for authorized orthodontia.

3. Vision Service Plan group vision insurance Plan C (~~12/12/12~~) (12/12/24) with a ~~\$10.00~~ \$20.00 co-pay for the employee and eligible dependents.

4. Group Salary Protection Provident Life, Plan D.

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

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

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

E. An employee covered by this Agreement who retires from the District under the provisions of the State Teachers Retirement System (STRS) at age 55 or older, with 10 or more consecutive years of paid service to the District immediately prior to the date of retirement, shall receive the medical benefit coverage in effect at the time of retirement. Medical benefit eligibility will occur at age 60 for employees hired after November 1, 1996.

1. These benefits shall continue in effect until age 65 or until the employee becomes eligible for other health and welfare benefits (e.g., Social Security, Medicare A or National Health Insurance, if enacted, whichever occurs first). Employees who have medical benefit coverage pursuant to military service or retirement shall not be eligible for this benefit.

2. The term "eligible" shall mean the attainment of the age at which the employee may apply for benefits.

3. Retirees who retire under these provisions shall continue to receive the Blue Cross/Medicare supplemental insurance payment until attaining age 65.

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

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

H. An individual in a job-share team will be granted the option to participate in the Health and Welfare benefits packages under the following conditions:

1. Each team member must teach at least 50% of a full-time assignment.

2. The Team has been rated at least satisfactory in the evaluation process.

3. The total cost to the District does not exceed the cost to provide coverage for a single full-time employee.

I. In the case of the death of a unit member, all family fringe benefits shall be continued until June 30 of that school year.

## **ARTICLE 5. MANAGEMENT-RETAINED RIGHTS**

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

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

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

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

## **ARTICLE 6. ORGANIZATIONAL SECURITY**

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

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

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

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

1. For meetings involving teachers from only one school site, a previously designated representative or alternate at that site shall request a meeting room from the principal.
  - a. Approval for the use of the meeting room shall be granted by the principal unless use for another purpose has already been authorized.

b. Approval of the principal shall be requested prior to the use of the facilities. Facilities shall be scheduled at least three days in advance of use, exceptions to this requirement may be made on a case by case basis with the approval of the Superintendent.

2. For meetings involving teachers from more than one school site, the president of the Association or other person designated by the Association shall request a meeting room by submitting the District "Use of Facilities" form.

a. Approval of the District is required prior to use of the facilities and shall be granted, unless use for another purpose has already been authorized.

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

D. Officers, agents or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with employees' performance of assigned duties.

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

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

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

F. Membership/Dues Deduction. It is the intention of the parties that the provisions of this section respectfully balance the rights of individual employees as referenced in Government Code Section 3543 and the right of the parties to enter into an "Organizational Security" agreement pursuant to Government Code Section 3540.1(I)2.

1. A unit member may sign and deliver to PRPE an assignment authorizing deduction of membership dues, fees and other union assessments.

2. Unit members who are not members of PRPE on the effective date of this Agreement and who do not, within seven days after the receipt of notice of this provision, notify the District and PRPE in writing of an objection to joining or to financially supporting PRPE, shall become PRPE members, and have a service fee deduction, or religious objection fee deduction initiated by the District (consistent with Education Code Section 45061) within 20 days after the date of notice of this provision. Unit members employed by the District after the effective date of this Agreement will receive notice of this provision when they are employed and will have three weeks after the first paid-day of service and the receipt of the notice to comply with this provision. The District and PRPE agree that unit members will not be subject to undue pressure or adverse action based on individual decisions regarding union membership.

a. Unit members choosing to pay an annual service fee directly to PRPE (pursuant to Education Code Section 45061), who do not make timely payment and have been so notified in writing by PRPE, shall have the union service fee deduction initiated by the District.

b. Unit members who exercise the religious objection exemption outlined below, and who do not make timely payment to the charities noted and have been so notified by PRPE, shall have the union service fee deduction initiated by the District.

3. A religious objection exemption from payment of the union service fee may be exercised by a unit member who is a member of a religious body whose traditional tenets and teachings include objection to joining or financially supporting employee organizations. In lieu of a union service fee, a unit member who exercises this exemption is required to pay an annual sum equal to such service fee to one of the following charities exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. Paso Robles High School Scholarship Fund;
- b. Drug Abuse Resistance Education (DARE), Paso Robles;
- c. Foundation to Assist California Teachers (FACT); or
- d. American Heart Association.



Unit members who exercise this exemption shall furnish the District and PRPE with evidence that payment was made to the charity chosen. Upon receipt of the evidence of payment, the District has no other obligation relative to this provision.

4. PRPE will provide written notice of this provision, subject to District approval, and PRPE membership packets to the District. The District will deliver the approved notice of this provision and membership packets to current unit members within three days of the signing of this Agreement by both parties, and to new unit members when employment contracts are signed.

5. Pursuant to this provision, all dues and service fees not currently authorized at the effective date of this provision will be appropriately prorated to complete payments by the end of the 1990-91 school year. After the 1990-91 school year, and subject to the authorizations of this provision, the District will deduct one-tenth of such union dues or service fees of the regular salary check of the unit member for ten months. Unit members employed after the beginning of a school year shall have any authorized dues/fees deducted on a prorated basis to complete payments by the end of that school year.

6. Unit members may elect to withdraw from PRPE during the first seven duty days of even numbered school years. The procedures are set forth in Paragraphs 2, 3, 4 and 5, above.

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

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

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

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

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

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

## **ARTICLE 7. GRIEVANCE PROCEDURES**

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

1. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures are not grievances under the provision of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge.

3. A "grievant" is a unit member covered by this Agreement or the Exclusive Representative representing the rights of a unit member(s). The Exclusive Representative may file a grievance alleging that a right(s) of the Exclusive Representative has been violated.

4. Nothing contained herein will be construed as limiting the right of any unit member alleging a violation of the Agreement to discuss the matter informally with a member of the administration and to have the grievance adjusted without intervention of the Exclusive Representative, provided the adjustment is not inconsistent with the terms of the Agreement and that the Exclusive Representative has been given an opportunity to review and comment on the proposed adjustment prior to

its implementation. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing prior to the first meeting, but not later than three days after the grievance has been filed.

5. A "day" shall mean any day the District Office is open for business.

6. An "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

B. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

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

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

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

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

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

Level One (Informal).

G. Within 10 days of the occurrence of the alleged violations of the Agreement, the grievant must discuss the grievance orally with the immediate supervisor. Within 10 days of oral discussion of the grievance, the immediate supervisor shall communicate an oral decision to the grievant.

Level Two (Written Grievance)

H. If the grievant is not satisfied with the immediate supervisor's decision at Level One, he/she shall reduce the grievance to writing and submit it to the immediate supervisor within five days of receipt of the Level One decision.

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

Level Three (Written Appeal).

J. In the event that the grievant is not satisfied with the decision at Level Two, a written appeal to the Superintendent or designated representative shall be filed within five days of the issuance of the Level Two decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.
2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within 10 days of the receipt of the appeal.
3. Within 10 days of receipt of the appeal, within 10 days of the meeting between the Superintendent and the grievant, or within 10 days of the conciliation meeting

(whichever applies), a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

Level Four (Mediation)

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

Level Five (Advisory Arbitration)

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

1. Procedural objections to arbitrability will be resolved by the arbitrator prior to a hearing on the merits.
2. The arbitrator shall have authority to hear and rule only on the precise issue(s) submitted by the parties.
3. Where the grievance alleges that a discretionary action by the District has violated the Agreement, the arbitrator shall determine only whether such discretionary action was violative of the contract and shall have no authority to substitute his/her own judgment for that of the District.
4. The parties agree to share equally the costs and fees of the arbitrator. The costs of presenting a case shall be borne by the respective parties.
5. The recommendation of the arbitrator shall be submitted to both parties.

M. The Board of Trustees of the District will meet to review the arbitrator's recommendation and may, at its discretion, take action regarding the recommendation.

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

**ARTICLE 8. EVALUATION PROCEDURE**

A. The District shall evaluate and assess certificated employee's competency as it reasonably relates to:

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

B. The unit member and evaluator will attempt to mutually agree on evaluation goals and objectives for the school year prior to November 1. If the parties are unable to reach agreement, individual growth goal(s) will be listed on the District goals form with a notation "this goal established by employee" or "this goal established by evaluator."

1. The evaluator and the employee shall sign a document indicating that they have reviewed and discussed the established goals, the job description, standards for pupil achievement, special written objectives or requirements, and the performance evaluation form and guidelines.
2. In the event that mitigating circumstances arise which require a redefinition of

goals and objectives, the evaluator and unit member shall meet and discuss the circumstances. If mutual agreement is not achieved, the provisions of Paragraph B of this Article will apply.

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

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

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

F. Unit members who have been notified that they may receive a rating of unsatisfactory in two or more areas within the summary evaluation categories, or on one or more summary categories, will be offered the opportunity (voluntary) to receive assistance from other unit members as outlined below. The purpose of this assistance is to provide suggestions, help, feedback and resources to assist the unit member receiving the notification. The colleague assistance plan will be operational for a maximum of 15 school days from its formulation. Assistance given from one unit member to another is not part of the evaluation procedure and unit members providing assistance will not be involved as witnesses or participants in any disciplinary or dismissal action regarding the unit member. Colleague assistance may be requested from the following: District resource teachers; Mentor teachers; Grade level chairs, department chairs and instructional coordinators; Other unit members who have knowledge of the grade level and/or subject area involved as well as expertise in instructional strategies, classroom learning environment and peer assistance. Service as a colleague assistant will be voluntary. The District will provide up to three release days for the assistance plan. The colleague assistance plan will be managed by the unit members involved and does not involve the evaluator, unless by request of the unit member. Implementation of the evaluation procedure and/or other personnel actions taken by the District are not dependent on the assistance plan. Employees receiving an unsatisfactory performance rating in the area of teaching methods or instruction may be required to participate in a program determined by the District to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.

G. When the evaluator determines that an area is unsatisfactory, the evaluator will indicate in writing: specific area(s) where improvement is needed, suggestions for improvement, additional resources that will be made available to assist with improvement (if applicable), techniques for measurement of improvement, and time schedule for monitoring progress. The evaluation form will include an overall rating to indicate satisfactory or unsatisfactory performance. If an unsatisfactory rating is indicated, an assistance plan will be written and in place for a school year. For appeal of an overall unsatisfactory rating the process of non-binding/advisory mediation will be used.

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

assistance plan. Department Chairpersons and Instructional Coordinators may be assigned to participate in assistance plans, at the request of the unit member.

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

J. No formal observations or evaluations will be conducted with summer school teachers. However, informal observations may be conducted at any time, and the District reserves the right to record and file disciplinary memorandums in personnel records. Summer school teachers are employed at the will of the District and may be released by the District at will.

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

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

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

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

O. PERSONNEL FILES. Unit members' personnel files shall be maintained in the District Office and shall be kept in confidence.

1. Unit members shall have the right to examine the contents of their personnel files, with the exception of confidential letters of recommendation obtained prior to a unit member's employment.

2. With prior written and signed authorization, an Association representative may examine a unit member's personnel file.

3. Information of a derogatory nature, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. The unit member shall have the right to attach to any derogatory statement his/her own comments, provided the comments are submitted to the District within 10 days.

4. The right to inspect such materials shall be honored upon appointment.

P. PUBLIC COMPLAINTS. Any written complaint from a member of the community concerning the employment performance of a unit member shall be reported to the unit member.

1. The unit member may arrange a conference with the complainant to discuss the nature of the complaint.

2. The District agrees that no action will be taken on a complaint against a unit member, unless the complaint is in writing and signed by the complainant.

3. The validity of the complaint shall be determined by the school site administration after providing the unit member due process. If found untrue, the written complaint shall be destroyed.

4. Prior to placing any written complaint in the personnel file, the unit member shall be given a copy of the document with the right to comment in writing and have such comments attached to and filed with the material in the personnel file.

5. Complaints concerning unit members will be processed in accordance with District Policy and Regulation regarding public complaints.

Q. PROGRESSIVE DISCIPLINE. Except for the provisions of ED Code 44932, 44933, 44939, 44940, and 44942, no unit member shall be disciplined absent 'just cause' and according to the principles of progressive discipline, the exception to progressive discipline being circumstances involving a serious breach of professional conduct. Progressive discipline shall generally follow the following progression: verbal warning, written warning, written reprimand, and suspension without pay.

## **ARTICLE 9. TRANSFERS/VACANT POSITIONS**

A. An employee may make a request to transfer to fill a vacant position in the District. The District shall determine whether a vacant position exists and when any vacant position shall be filled. This request shall be made on a standard form and filed with the District Office.

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

1. The educational-related needs of the District.
2. The employee's credentials to perform the required services.
3. The employee's qualifications by training and/or experience.
4. Affirmative action and Title IX mandates.
5. The employee's length of service to the District.

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

1. The educational-related needs of the District.
2. The employee's credential to perform the required services.
3. The employee's qualifications by training and/or experience.
4. Affirmative action and Title IX mandates.
5. The employee's length of service to the District
6. When programs are reduced or canceled.

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

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

F. No employee shall suffer loss of compensation, seniority or fringe benefits by operation of this Article. This provision shall not be construed or interpreted to maintain or guarantee the continuance of any extra-duty assignment or special differential pay presently granted to any employee.

G. When the District declares a vacancy, notices of vacant positions shall be posted on the teacher staff room bulletin board and in the District Office, and shall remain posted for a minimum of five days. All notices shall include as a minimum the position description and location (when known), grade level or subject matter assignment and credential requirements. Copies of all such notices shall be furnished to the Exclusive Representative within two days of the posting. During the first three weeks of the school year, the minimum posting period may be reduced to two school days at the discretion of the District, with oral notice to the Exclusive Representative.

H. During the summer months, unit members who file a written request with the District shall be notified of vacancies in areas which they specify and in which they are qualified.

I. During the spring, winter and summer vacations, notices will be posted only in the District Office.

J. Employees on leave shall be notified of vacancies in areas which they specify and in which they are qualified during the period they are on leave.

K. The department chairperson/instructional coordinator shall be invited to participate in the screening/interview process prior to filling a vacant position in his/her respective department.

L. Employees required to change schools due to a transfer, or reassigned from one subject area or grade level to another that requires a classroom change will be approved for two days sub pay, or two days paid release time with principal approval, if they change schools during the summer, over a weekend or a holiday. If it is necessary to change schools while students are in school, two days paid release time will be approved.

M. The district will make every reasonable effort to inform unit members of tentative subject area and grade level assignments for the next school year by June 1. Assignments may be subject to change as indicated in this article.

N. DEFINITIONS. Reassignment, the movement of a unit member from one subject area to another subject area or one grade level to another grade level within the same school site. Transfer, the movement of a unit member from one school to another school.

## **ARTICLE 10. LEAVES OF ABSENCE**

### Sick Leave

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

1. Sick leave may be used for accident, illness, quarantine or to keep medical appointments which cannot be scheduled after work hours, or to care for an ill parent or member of the household.

2. Unused sick leave shall accrue from school year to school year.

3. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year as soon after the beginning of the school year as possible.

4. Employees must contact the District not later than 7:15 a.m. In the event of an accident and/or other extenuating circumstances, the District will be notified as soon as possible.

5. Sick leave shall be taken in one-half day increments.

6. Upon return from sick leave, unit members must complete the appropriate District form.

7. Accumulated sick leave shall be available by an employee on the first work day of each school year.

### Personal Necessity Leave

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

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

### Bereavement Leave

D. Every employee shall be entitled to five days of paid noncumulative leave of absence in the event of the death of any member of the employee's immediate family.

1. This leave shall not be deducted from sick leave.

2. Bereavement leave which exceeds five days will be designated as personal necessity leave, if available, and/or designated as unpaid leave with Superintendent approval.

3. For the purposes of bereavement immediate family shall be defined as: mother, father, stepmother, stepfather, grandmother, grandfather or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, foster child, sister, sister-in-law, stepbrother or stepsister of the employee or any person living in the immediate household of the employee.

4. The Superintendent or designee shall have the discretion to grant a full or partial bereavement leave on a non-precedential basis to an employee for the death of a person other than a member of the employee's immediate family.

#### Child Birth/Adoption Leave

- E. Each employee shall be entitled to a leave of absence for the period of time required to be absent for reasons of pregnancy, childbirth, adoption or conditions related thereto as outlined below.
  1. The female employee shall be entitled to use accumulated sick leave on the same basis provided for any other illness or injury.
  2. The period of leave, including the date upon which the leave shall begin and end, shall be determined by the female employee and her doctor. A statement from the female employee's doctor as to the beginning and ending dates of such leave shall be filed with the Superintendent.
  3. The date of the female employee's return to service shall be based on her doctor's analysis, a written statement from the employee's physician of the employee's physical ability to render service and the absence of physical disability.
  4. For a female employee wishing to use the leave provisions of this Article for adoption purposes, the number of days is limited to 10 sick leave days. A statement from the female employee stating the beginning and ending dates of the leave shall be filed with the Superintendent.
  5. For a male employee wishing to use the leave provisions of this Article, the number of days is limited to 10 sick leave days. A statement from the male employee stating the beginning and ending dates of the leave shall be filed with the Superintendent.
  6. In the event an employee desires an unpaid leave of absence for the adoption of a child, or for continued child care after birth or adoption, the employee may apply for child rearing leave by submitting a written request to the Superintendent. The time allowed for such leave shall be based upon such aspects as time of the school year, the availability of qualified substitute personnel and the specialized requirements of the individual students and the program in general.

#### Job-Sharing Leaves of Absence

- F. Permanent (tenured) unit members who have satisfactory evaluations may apply to the Board of Trustees of the District no later than March 1 of the preceding school year for consideration of a job-sharing leave of absence under the following conditions:
  1. Each member of a team submitting a job-sharing leave request must meet all the credential and job description requirements for the requested position. Further, the District must be able to employ a suitable replacement in the position being left vacant.
  2. The job-sharing leave request must include a work schedule that is educationally sound as determined by the District.
  3. The job-sharing leave request must not cause the District to expend additional funds.
  4. The leave for a job-sharing assignment, as well as any request for renewal of a job-sharing assignment, is subject to annual approval by the Board of Trustees of the District. Requests for renewal must be submitted no later than March 1.
  5. The District's health and welfare contribution shall be shared equally (or in a percentage that matches the work year of each member) by the job-sharing team. Any member contributions that are necessary to maintain coverage must be received by the District in a timely manner.
  6. Step advancement on the salary schedule shall occur every other year for each team member as defined for part-time employees (Article 3, Salary C. 9 a-b.)
  7. The recommendation of the teachers' principal(s) must accompany the initial and subsequent renewal of job-sharing leave requests to the Board of Trustees of the District.
  8. The District may apply any reasonable limit on the number of job-sharing assignments it deems necessary.
  9. In the event that one member of the job-sharing team is unable to complete the work term as specified and approved in the job-sharing leave request, the remaining member shall assume the full-time position for the remainder of the school year.
  10. Both members of a job-sharing team will attend Open House and Back-to-School



nights unless extenuating circumstances, as determined by the District, prevent the fulfillment of these responsibilities. Both members will attend individual parent conferences at the request of either the principal or the parents. Both members will attend special staff meetings, or conferences with immediate supervisors as determined by the immediate supervisor. Members of the job-sharing team shall be responsible for attending all teacher workdays, including days when students are not present, in the ratio equivalent to the time included in the job-sharing agreement. The exact days of attendance, including teacher workdays and student-free staff development days, will be determined by the District after consultation with the members of the job-sharing team and appropriate supervisor. The assignment of workdays shall be made prior to the first teacher workday for the school year.

11. Under extenuating circumstances, the District will consider job-sharing requests after the March 1 deadline referred to in this Article.

12. The exercise of discretion within the terms of this Article is not subject to the grievance procedures of this Agreement.

Unpaid Leaves of Absence

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

Verification of Ability to Return to Work

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

Provisions for Fringe Benefits

I. Employees on paid leave of absence shall have all of their fringe benefits paid for them throughout the duration of the leave of absence.

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

Return from Leave

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

Union Leave

L. The District will approve up to fifteen days of leave per year for the PRPE president or designee, limited to no more than five days per person, subject to the following:

1. The cost of the substitute is paid by PRPE.
2. The request is submitted at least three days prior to the date requested.
3. Availability of substitute teachers after the substitute requirements for illness, staff development, school improvement planning and conferences have been met.
4. These days are not cumulative in succeeding years.
5. The PRPE president, or designee, is not to conduct union business at school sites during instructional or preparation time.
6. These ten days may only be utilized in connection with union business and may not be used for engaging in any concerted activity.
7. Exceptions to these provisions may be made by the Superintendent or designee on a case-by-case basis.

Industrial Accident and Illness Leave.

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

1. The term "industrial accident and illness" as used herein shall have the same usage as given in California Education Code Section 44984.

2. These industrial accident benefits may not be accumulated from one fiscal year to another.

3. Such benefits shall be in addition to other sick leave benefits provided by the District and shall become effective after the employee has been employed six months.

4. When entitlement to this leave has been exhausted, other sick leave shall be utilized.

5. Employees will report all job-related injuries and illnesses to the District within 24 hours of the occurrence, regardless of whether or not medical attention is required or whether or not time is lost from work.

6. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

7. The District's report of an industrial accident or illness shall be kept on file in the District office.

8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received due to industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

9. Employees shall provide the District with a physician's release to return to service prior to return from any use of industrial accident or illness leave.

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

1. The leave may be either in paid or unpaid status at the discretion of the District.

2. For all leaves which are granted at the discretion of the Employer, except leaves of less than five days' duration, the Employer shall specify in writing both the beginning and ending dates of said leave.

3. Unpaid general leaves shall not exceed two school years' duration.

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

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

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

1. Educational Travel. Educational travel requests for leave will be considered only if the proposed travel: relates in a clearly demonstrable manner to the credentialed assignment or the subjects currently taught by the applicant, and can be clearly demonstrated to make an outstanding contribution in the applicant's service in his or her current primary credentialed assignment, or a teaching

field in which the District has need for more trained certificated personnel (i.e. special education, non-proficient & limited English instruction, etc.).

2. **Professional Study/Research.** Professional Study/Research requests will be considered only if the proposed program of study: relates to the credentialed assignment of the applicant and/or the subject area taught by the applicant, or a teaching field in which the District has need for more trained certificated personnel, and makes an outstanding improvement of higher learning in the classification of a full-time student at a college or university, based on the professional improvement of the employee which will ultimately contribute to the benefit of the students of the District. The units attempted must meet university criteria for a full-time student. Where appropriate undergraduate courses are taken as part of graduate work, such courses shall apply. A deviation from the approved program that would involve additional lower division courses are subject to special review prior to taking the courses. If they are not submitted for approval prior to being taken, they are automatically disapproved. The applicant for such leave shall submit a program of study delineating the number of units and the level of courses.

a. **Method of Payment.** Paid professional study leave will be offered for a semester or University semester period of time and the leave salary will then be one-fourth regular compensation. The employee shall furnish a suitable bond indemnifying the District against loss in the event the employee fails to render at least two years of service to the District following return from paid professional leave. If the employee furnishes a suitable bond, he or she shall be paid while on paid professional leave in the same manner as if he or she were teaching in the District, including fringe benefits. Salary will be one-half regular compensation. The bond must be obtained and presented to the District 10 days prior to the effective date of the paid professional leave or the leave is automatically terminated.

b. **Number of Employees.** The District may provide a maximum of one semester of paid professional study leave in a school year. If no one utilizes a paid professional leave in a school year, two paid professional leaves may be allowed in the following school year (assuming all paid professional leave requirements are met by both candidates). In no case will this additional unused paid professional leave be carried over for more than one year.

c. **Accident or Illness.** If an accident or serious illness occurs during a paid leave, thus interrupting the program of study or travel, the absence shall be considered as absence due to illness, provided the Superintendent has been promptly notified of such accident or illness. Notification shall be made by registered letter, mailed within 10 days of the accident or awareness of the illness. A medical report, by a practicing physician acceptable to the District, must be filed with the Superintendent with, or immediately following, the notification of accident or illness. The District reserves the right to request additional information before classifying the accident or illness as coming under the terms of the District's absence due to illness policy.

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

e. **Paid Professional Leave Report.** Each employee who has been on a paid professional leave shall file a written report with the Superintendent not later than 30 days after returning to active duty. Such report shall contain detailed data as to the professional value of the experience gained while on leave, the manner in which such experience and knowledge gained may be used for the benefit of the students or school, and any other data necessary for a report satisfactory to the District. A copy will be provided to the exclusive representative president. In addition to the final report, the District may require quarterly progress reports.

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

g. **Paid Professional Leave Eligibility.** Any 9-12 employee who has satisfactorily

completed five full years of service in the Paso Robles Public Schools shall be eligible to serve in a paid professional leave once in each eight years. A full year of service shall consist of 75 percent of the teaching days in a school year, without absence for illness or other cause.

h. Selection Process for Applications for Paid Professional Study Leave.

Applications for paid professional leave shall be screened by a committee comprised of two certificated faculty members selected by the association, a site administrator, and a district administrator. The selection committee shall study each application and judge its merit according to the following rubric: 1. first date of paid service and total years of paid service, 2. thoroughness and completeness of the proposal in relation to the established contract criteria, 3. demonstrable benefit to students, 4. demonstrable benefit to staff, 5. demonstrable benefit to the district, and 6. overall the proposal makes an outstanding contribution in the applicant's current assignment or will ultimately contribute to the educational needs/goals of the district. In scoring the applications each of the six (6) categories will be ranked on a 1-10 scale (10 highest ranking) by each committee member with a total score derived by averaging the scores of the five categories. The committee members will then average their collective scores for each of the applications to derive a total overall average score. The final ranking of the applications will be established by ranking the applications highest to lowest by their total overall average score. The application with the highest total overall average score will be forwarded to the Board of Trustees of the District for final consideration and approval.

I. Amount of Compensation. Any employee on paid professional leave who has complied with the provisions under which such leave was granted shall receive as compensation one-half of the salary he or she would received, according to the District's salary schedule in force, had he or she remained in this period of service, and said paid professional leave shall not interrupt the teacher's progress on the salary schedule.

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

## **ARTICLE 11. SCHOOL CALENDAR/WORK YEAR**

A. The work year for certificated unit members assigned to grades K-12 shall be 185 days for returning teachers. The work year for certificated employees in their first full year of service shall be 190 days.

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

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

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

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

F. The District and the Exclusive Representative agree to meet and confer to develop a calendar including scheduling of staff development days and the following minimums: a two day Thanksgiving recess, a two week winter recess (including Christmas) and a one week spring recess; and to schedule holidays for Veteran's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and any other legal holidays established by law. It is the

intent of the parties to adopt a Calendar prior to May 1.

G. Librarians shall work 195 days. Beginning on the 186th day, librarians shall be compensated at their daily rate of pay. Librarians hired prior to 9/2/69 shall be paid extra-duty stipend.

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

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

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

K. Within 30 days of a decision by the Board of Trustees of the District to implement a Year Round School (YRS) calendar, the parties agree to meet and consult over the effects of the calendar, impact of the implementation of YRS on unit members and other changes that might affect the existing terms and conditions of employment related to the decision to implement YRS.

L. *Staff Development Days: Staff development days may be scheduled within the 185 day teacher work year or outside of the teacher work day/work year. For the 1999-00 school year there will be at least three 6.5 hour staff development opportunities for certificated staff. The scheduled staff development dates within the work year are August 25 and October 11. On August 25 those teachers participating in 6.5 hours of authorized and documented staff development will receive half of the state reimbursement rate in addition to their regular rate of pay. On October 11 teachers participating in 6.5 hours of authorized and documented staff development will receive their regular rate of pay. A third 6.5 hour optional staff development opportunity will be offered for full-state reimbursement rate. The optional authorized staff development opportunity will consist of a variety of offerings which will occur after the work-day, on weekends, or outside the teacher work year. Any combination of 6.5 hours of documented, authorized, district sponsored staff development will qualify for reimbursement.*

## **ARTICLE 12.**

### **SAFETY CONDITIONS OF EMPLOYMENT**

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

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

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

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

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

## **ARTICLE 13.**

### **CLASS SIZE**

#### K-5 Elementary

A. The District shall make reasonable efforts to maintain a District-wide average K-5 pupil:teacher ratio of 30:1 in non-class size reduction classes, exclusive of physical education and music classes. When a special education (SDC, SED, SOLH) and/or a transition student (ie. 1st grade student assigned to Kindergarten) is main streamed into a regular class during academic time (Language Arts, Mathematics, Science and Social Science), he or she will be counted to reflect the pupil:teacher ratio in the total class count.

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

1. Consider closing the grade level to the enrollment of additional students.

2. Rescheduling of classes.

3. Reassignment of pupils.
4. Assignment of additional instructional assistant time.
5. Provision of additional materials.
6. Employment of additional teachers.
7. Provision of additional planning time.
8. Monetary compensation for teachers.
9. Flexible scheduling/grouping arrangements with fellow teachers and/or instructional assistants.
10. Grade level meetings to attempt to resolve the problem and develop strategies.
11. Use of volunteers to assist the classroom teacher.
12. Assignment of additional clerical assistance.
13. Additional time for parent-teacher conferences and/or report card preparation.

If this situation exists for a period of three weeks, an attempt will be made to implement one or more of the corrective solutions discussed as soon as possible.

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

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

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

#### 6-8 Middle School

F. The District will make every reasonable effort to maintain a 6-8 pupil/teacher average of 30/1 (for all periods/sections taught), not to exceed a maximum of 32/1, exclusive of music classes. To make every reasonable effort to maintain 6-8 physical education at 37/1 average, not to exceed 39/1. A teacher may waive the district class size average when class size accommodations are considered with their supervisor as outlined in B. 1-13 in this Article an Exclusive representative may be present when a waiver is considered by the supervisor and teacher, if so requested by the teacher).

#### 9-12 High School

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

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

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

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

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

1. In Level 1 and 2 courses, maximum enrollment will not exceed 30:1.
2. In Level 3 courses, maximum enrollment will not exceed 35:1, with the

following exceptions: Keyboarding 40:1, Advance Dance 40:1, Choir and Band open enrollment with auditions/consent of the instructor.

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

J. The district will make every reasonable effort to maintain a districtwide K-12 class size average of 14 for SDC classes. A teacher may waive the district class size average when class size accommodations are considered with their supervisor as outlined in B. 1-13 in this Article an Exclusive representative may be present when a waiver is considered by the supervisor and teacher, if so requested by the teacher). *During the 1999-00 school year the superintendent and a PRPE Special Education Representative will meet in October and April to discuss strategies for balancing Special Education classes and class sizes.*

K. *The District will make every reasonable effort to maintain 9-12 physical education classes at a 39/1 average, excluding Athletic PE.*

## **ARTICLE 14.**

## **HOURS**

### K-8 Elementary

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

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

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

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

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

F. Unit members assigned to 1-5 schools will not be assigned student supervision duty for buses, recesses or lunch on a regular basis unless unit members volunteer for designated duty assignment as defined herein. It is the intention of the District to provide all or the majority of supervision during these times at the K-5 level with non-unit members. The District can designate specific duty assignments for K-5 unit member volunteers, who will be compensated at curriculum rate. If there are not enough unit member volunteers, then the District will assign non-unit members. If non-unit members are not available to provide adequate student supervision during these times, unit members may be "on call" to provide supervision on a temporary basis, and will be paid at the curriculum rate for such duty. Unit members at the 6-8 grade level who are assigned student supervision duty for before school, nutrition break, lunch and after school bus duty will be paid at the curriculum rate.

G. It is the District's intention to provide a minimum of 30 consecutive minutes per day of student-free time within the assigned workday for unit members. 4th and 5th grade teachers will receive their 30 minute student-free time within the student day. This student-free time is exclusive of lunch and recess. K-5 teachers may use any unassigned time during the day for preparation time. Full-time teachers in grades 6-8 shall have preparation time scheduled on the seven-period day.

H. Unit members shall be required to attend not more than five school-sponsored evening functions. These shall include Open House, Back-to-School Night and three additional functions to be specified by the unit member's supervisor (four for 6th grade unit members). Each time a unit member is required by a supervisor to work beyond 4:45 p.m., one of the three maximum allowable undesignated evening assignments is satisfied. It is

the responsibility of the unit member to request that credit be given for completing one of the three undesignated evening assignments at the time the work is required; otherwise, credit will not be given.

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

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

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

1. Unit members in grades 6-8 may be assigned at any time during the lunch period to a supervision assignment, provided each unit member still receives a 30-minute duty-free lunch period. No more than one unit member at each school site shall be assigned to lunch period supervision at any one time except as provided below.

2. If there is an absence of any noon-duty aide, unit members may be assigned to a noon-duty assignment, provided each unit member still receives a 30-minute duty-free lunch period.

3. If there are adverse weather conditions such as rainy days, the duty-free lunch may be reduced to 30 minutes if the student lunch period is reduced to 30 minutes.

4. On minimum days, the duty-free lunch may be reduced to 30 minutes either during or after the student day.

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

#### 9-12 High School

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

1. Eight hours and 20 minutes for counselors and librarians.

2. Seven hours and 35 minutes for all certificated employees except counselors and librarians.

3. There shall be a minimum break of 15 minutes during the normal workday. Certificated employees may be required to supervise students during this time.

4. Certificated employees shall attend assigned after-school duties such as parent and/or student conferences, general faculty or departmental meetings, special committee meetings, sponsorship of student activities (e.g., clubs, classes) and supervision directly related thereto, and other duties as assigned by the supervisor.

5. Certificated employees shall not be required to check in or sign out at the work site except:

a. Certificated employees must sign out if they leave the work site prior to the end of the workday (except at lunch break).

b. Upon written notice, following a verbal warning, an individual employee may be required to check in or sign out if the site administrator believes that the employee is abusing the work hours provision and limitations.

6. The total number of student teacher contact time in scheduled classes will not exceed 1400 minutes per full-time teacher per week.

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



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

**ARTICLE 15. MENTOR TEACHER PROGRAM PROCEDURES**

A. Purpose of Program. It is mutually understood by the District and PRPE that the purpose of the Mentor Teacher Program shall be to provide assistance and guidance to new teachers, to provide staff development in District areas of need and to develop curriculum in District areas of need. It is hoped that by providing additional opportunities to mentor teachers, this program will encourage retention of exemplary teachers.

B. Stipend.

1. Mentor teachers shall be compensated at a maximum rate of \$4,312 per year. This maximum stipend shall be automatically adjusted by any future mandates in law or state regulations.
2. Payment shall be made in two installments each year.
3. Should a mentor teacher be unable to complete his/her assignment, the stipend will be reduced proportionately.
4. At no time shall money be taken from the General Fund to pay for any facet of the Mentor Teacher Program without prior consultation with PRPE.

C. Selection Committee.

1. A committee composed of one representative appointed by the President of PRPE and one representative designated by the Superintendent shall establish the procedures for the mentor teacher selection committee election. Such procedures shall adhere to the requirements set forth in Senate Bill 813 and related state regulations.
2. Teacher members of the selection committee shall serve a term of one year. In case a selection committee teacher representative is unable to complete his/her term, the person with the next highest number of votes shall replace said member.
3. Release time for observation of candidates by selection committee members shall be paid by the District.
4. No member of the selection committee may be selected as a mentor teacher during the term the member serves on the selection committee.

D. Application of Individual Teachers for Designation as Mentor Teachers.

1. All applicants for designation as mentor teacher shall meet each of the requirements set forth in Senate Bill 813 and related state regulations.
2. The selection committee may require personal interviews with each applicant and model lessons presented to the selection committee by each applicant, and may observe each applicant in actual teaching situations.
3. The selection committee shall nominate one candidate for each mentor teacher vacancy. The nominee shall meet with a designee of the District to develop a mutually agreeable plan to carry out the specific job description for which that person has been nominated.
  - a. If the nominee and the District representative complete a mutually agreeable plan, the nominee and his/her plan shall be submitted to the Board of Trustees of the District for approval.
  - b. If the nominee and the District representative are not able to complete a mutually agreeable plan, the selection committee shall nominate additional candidate(s), following

the procedures outlined in Paragraph 3.a. of this Article.

c. If a mutually agreeable plan cannot be developed between any nominee and a District designee, that mentor teacher position shall be left vacant.

4. All written and oral material reviewed by the selection committee pertaining to the qualifications of applicants to the Mentor Teacher Program shall be kept confidential.

E. Review of Nominees and Designation by the Governing Board. The final designation of any person as a mentor teacher shall be by action of the governing board of the school district from persons nominated by the selection committee. The governing board may reject any nominations.

F. Evaluation of a Mentor Teacher. Evaluation of a mentor teacher shall be kept separate from evaluation of that person as a classroom teacher. Evaluation for mentor teacher duties shall be done by an administrator designated by the District. Evaluation of said teacher for his/her classroom duties shall continue to be done by the appropriate Supervisor.

G. Duties and Responsibilities of a Mentor Teacher.

1. Mentor teachers shall serve a total of one year and may be renewed by the governing board of the District, without review and renomination, for a maximum term of three years.

2. The mentor teacher shall have no authority over any other teacher by virtue of his/her position as a mentor teacher.

3. The mentor teacher shall not participate in the evaluation of teachers. The mentor teacher or any former mentor teacher shall not be called to testify in any dismissal hearing by the District, PRPE or any employee in relation to his/her mentor teacher duties.

4. Mentor teachers shall not be exempt from any usual duty assignments or faculty meetings except in extenuating circumstances approved by the mentor teacher's supervisor.

5. Transfer and assignment rights and obligations shall not be affected by the Mentor Teacher Program.

6. The specific hours the mentor teacher shall be required to work will be determined on an individual basis pursuant to the procedures set forth in Paragraph D.3.d. of this Article. Preparation periods established for classroom preparation shall be counted as part of a teacher's normal duties. Preparation periods designated for use by the mentor teacher for mentor obligations shall be counted as part of the mentor teacher hours.

7. Except under extenuating circumstances, no member of the bargaining unit shall be required to substitute for the mentor teacher released from instructional duties or for selection committee members.

## **ARTICLE 16.**

## **COMPLETION OF NEGOTIATIONS**

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

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

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

D. Continuation of Economic Benefits. Upon expiration of this Agreement or of any interim salary or fringe benefit payment Article, employees who are reemployed for the following school year shall be paid on

the existing salary schedule, including columns and step movement where appropriate, until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

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

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

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

H. The District will notify the Exclusive Representative of changes of "terms and conditions of Employment" as defined in Gov. Code 3543.2 in writing, prior to enactment of the change. The Exclusive Representative must make a written request to bargain the effect of the change within 10 days of the notice, or the right of the Exclusive Representative to meet and negotiate is waived. The District agrees that it will meet and negotiate at a mutually acceptable time following receipt of the written request.

## **ARTICLE 17. SEVERABILITY**

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

## **ARTICLE 18. DURATION**

A. This Agreement shall take effect on the date of final signature by the parties, unless otherwise specifically agreed within a specific Article, and shall remain in full force and effect until midnight on June 30, ~~2000~~ 2002 at which time it shall expire.

B. For the duration of the contract, the parties agree to renegotiate the following issues annually:

1. Article 4, Salary.
2. Article 5, Health Benefits.
3. Two other unspecified articles for each party in the second and third year.

C. The Exclusive Representative shall submit its initial bargaining proposal to the Board of Trustees of the District prior to March 1 of each school year. The District shall submit its initial proposal prior to April 15 of each school year.

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

RATIFIED

PASO ROBLES JOINT  
UNIFIED SCHOOL DISTRICT

PASO ROBLES PUBLIC  
EDUCATORS

\_\_\_\_\_  
Patrick J. Sayne,  
District Superintendent

\_\_\_\_\_  
James Lynett,  
President PRPE

\_\_\_\_\_  
Diane Ward, President  
Board of Trustees

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX C

NEGOTIATED SIDE LETTER

11/23/98

**Paso Robles Public Schools and Paso Robles Public Educators  
Pilot Catastrophic Leave Program  
November 16, 1998**

Catastrophic Leave, effective July 1, 1998  
(3 year non-precedent setting, Pilot Program)

I Establishment of a Catastrophic Leave Bank

1. Paso Robles Public Schools and the Paso Robles Public Educators agree to the establishment of a Catastrophic Leave Bank
2. All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
  1. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
  2. The annual rate of contribution by each participant for each school year shall be one (1) day of the current sick leave/personal necessity leave.
3. Contributions shall be made between July 1 and October 1 of each school year. New hires and temporary teachers offered employment will be permitted to contribute within 30 days of beginning work. There will be no subsequent open enrollment period.
  1. An additional day of contribution will be required of participants if the number of days in the Bank falls below thirty (30). No more than two days per year can be required for continuing participation in the plan. At members discretion more days can be contributed, if they so wish.
  2. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the annual assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the annual assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.
  3. Participants enrolling in the Bank for the first time and those returning from leave, shall be required to contribute one day of sick leave/personal necessity leave to the Bank.
  4. Days in the Catastrophic Leave Bank shall accumulate from year to year.
  5. Days shall be contributed to the Bank and withdrawn without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
  6. The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the President of the

Association and a representative from the District.

7. Enrollment, on the appropriate form, will serve as the participants authorization for annual sick/personal necessity leave contributions and continue from year to year until canceled by the participant.
8. Cancellation, on the proper form, may be affected at any time and the participant will not be eligible to draw from the Bank as of the effective date of cancellation. Sick/personal necessity leave previously authorized for contribution to the Bank will not be returned if the participant effects cancellation.
9. If the number of days in the Bank at the beginning of a school year exceeds 1,000, no contribution shall be required of returning participants. Those participants joining the Catastrophic Leave Bank for the first time and those returning from leave, shall be required to contribute one day to the Bank.

2. Administration of the Catastrophic Leave Bank

1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and to the District.
2. The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
5. By October 15, of each school year, the District shall notify the Committee of the following:
  10. The total number of accumulated days in the Bank on June 30 of the previous year.
  11. The number of days contributed by participants for the current year.
  12. The names of participants.
  13. The total number of days available in the Bank.
4. By the tenth day of each calendar month in which there is activity in the preceding month, the District shall notify the Committee of the following:
  1. The names of any additional participants who have joined in accordance with Section III.
  2. The names of any participants who have canceled participation in accordance with Section III.
  3. The total number of days in the Bank at the beginning of the previous month.
  4. The total number of days added to the Bank by new participants.

5. The total number of days awarded during the previous month and to whom they were awarded..
5. Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately reconciled.
6. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current participants of the Bank proportionately.

### III Withdrawal from the Bank

1. Catastrophic Leave Bank participants whose accumulated sick leave is exhausted due to personal care for an immediate family member, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the participant or an immediate family member for over nine (9) consecutive duty days which requires the participant to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a member of the participant's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. Withdrawals for any single illness shall not exceed 185 total days.
2. When a participant is ill or has exhausted his/her accumulated sick leave, a differential pay period of five (5) calendar months begins, at that point in time an eligible participant may begin Catastrophic Leave Bank withdrawals.
3. When a participant has exhausted his/her personal necessity leave in any one year, and has a family member who is ill or incapacitated, the participant is eligible to withdraw from the Catastrophic Leave Bank. Said participant agrees to reimburse the Catastrophic Leave Bank for any days withdrawn from the Bank with his/her accumulated sick leave. When the participant's sick leave is exhausted, the Catastrophic Leave Bank will cover any unreimbursed days up to 185 days per single illness.
4. DISCLAIMER: Participants who qualify for income protection will not be eligible to use the catastrophic leave bank for personal illness.
5. The first nine (9) duty days of illness or disability must be covered by the participant's own sick leave, differential leave or leave without pay for first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave or leave without pay.
6. If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family.
7. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
8. Participants applying to withdraw or extend their withdrawal from the Catastrophic

Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

9. Leave from the Bank may not be used for illness or disability which qualify the Participant for Workers' Compensation benefits unless the Participant has exhausted all Workers' Compensation leave and his/her own sick leave.
  1. The Bank will be charged for any additional days granted and the Participant will be guaranteed an amount equal to their daily rate of pay. The District shall be responsible for paying the difference between the Participants daily rate of pay and Workers' compensation paid leave benefits.
  2. In the case of a disputed Workers' Compensation claim which is eventually settled in favor of the participant, the District shall reimburse the Bank for the appropriate number of days granted the Participant.
10. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The committee shall choose only a physician who qualified under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section L.
11. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided the applicant's physician, within twenty (20) days will disqualify the participant from further Catastrophic Leave Bank withdrawals. Any requests for additional medical information from STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.
12. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing.

NEGOTIATED SIDE LETTER AGREEMENT

11/16/98

Board Approval,

PRPE 99/2002



Paso Robles Public Educators \_\_\_\_\_ Date

\_\_\_\_\_

PRPE President

Paso Robles Public Schools \_\_\_\_\_ Date

\_\_\_\_\_

Julian Crocker, Superintendent

## **APPENDIX D**

**NEGOTIATED SIDE LETTER**

**8/24/99**

### **PASO ROBLES HIGH SCHOOL SIDE LETTER AGREEMENT**

The Paso Robles School District and the Paso Robles Public Educators agree to the following:

Board Approval,

PRPE 99/2002

**Addendum to Article 13, Class Size, Section G**

The total number of students per full-time employee, for the purposes of subject area instruction (English, Social Studies, Mathematics and Foreign Language) will not exceed 175 per grading period. Advisement will be considered when determining the maximum number of students for subject area instruction.

**Addendum to Article 14, Hours, Section M, #6.**

The total number of student teacher contact time in scheduled classes will not exceed an average 1400 minutes per full-time teacher per week.

**Addendum to Article 14, Hours, Section N.**

It is the intention of the district that beginning with the 1999-2000 school year each certificated full-time teacher shall receive student-free time during the student instructional day and/or during time allotted on a professional planning time day for the purpose of preparation; the minimum shall be an average 275 minutes per week exclusive of passing periods, nutrition or lunch. This side letter may only be extended annually by mutual agreement prior to March 1 of the year in which it expires.