

**ARTICLE 1
PREAMBLE AND RECOGNITION**

1.1 Preamble

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

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

1.2 Recognition

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

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

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

1.3 The text of California statutes referenced in this Agreement, including the Education Code, Government Code, and Labor Code, may be accessed online at <http://leginfo.legislature.ca.gov/>

ARTICLE 2
COMPENSATION

2.1 Wages

2.1.1 Salary Schedule: The Certificated Salary Schedules are attached to this Agreement as Appendix A. For the 2017-2018 school year, the Certificated Salary Schedule shall be increased by one percent (1.00%), retroactive to July 1, 2017. Upon ratification, all current bargaining unit members shall see the increase reflected in their September 2017 pay warrant. A one percent (1.00%) off-schedule payment shall be paid to active bargaining unit members employed on September 12, 2017. The one percent (1.00%) off-schedule shall be computed using the base salary on the 2017-2018 salary schedule in Appendix A and shall be included on the October 2017 pay warrant following ratification of this Agreement by the Board of Trustees.

2.2 Longevity

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

2.3 Doctorate Degree

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

2.4 Step Advancement

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

2.5 Extra Pay Assignments

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

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

6.0 FTE's and below	9.0%
6.01 FTE's to 10.0 FTE's	9.5%
Above 10.0 FTE's	10.0%
Delta Curriculum Council Liaison	2.0%

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

2.5.3 Activity stipends shall be established at the following:

Activity Director	7.5%
Ag Judging Team Advisors	7.5%
AVID Grade 9 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 10 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 11 (limit of one stipend per teacher per grade level)	5.5%
AVID Grade 12 (limit of one stipend per teacher per grade level)	5.5%
Class Advisor-Grade 9	2.0%

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Class Advisor-Grade 10	2.0%
Class Advisor-Grade 11	5.0%
Class Advisor-Grade 12	7.0%
Dance Team Advisors	5.5%
Drama Coach	7.0%
FBLA Advisor	7.0%
<u>FHA – HERO (Family Career and Community Leaders of America)</u>	<u>7.0%</u>
FOL (Focus Group Leaders)	6.5%
FOL Head	8.0%
<u>HOSA (Health Occupational Students of America)</u>	<u>7.0%</u>
Intramural (2 per Comp site/1 DHS)	5.8%
Journalism	7.0%
Marimba/Ballet Folklorico	7.0%
MESA Advisor	6.0%
Music (Instrumental)	7.0%
Music (Vocal)	6.5%
<u>SKILLSUSA</u>	<u>7.0%</u>
Song & Cheer	7.0%
Speech/Debate, or Mock Trial	6.0%
Teacher Induction Program	11.1%
Yearbook	7.0%

2.5.4 Coaching stipends shall be established at the following:

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

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

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Head JV	
Softball	8.5%
Head Varsity	
Assistant Varsity	
Head JV	
Swimming	7.0%
Head Varsity	
Head JV	
Tennis	7.0%
Head Varsity	
Head JV	
Track	8.0%
Head Varsity	
Head JV	
Volleyball	7.5%
Head Varsity	
Head JV	
Water Polo	7.5%
Head Varsity	
Head JV	
Wrestling	8.5%
Head Varsity	
Head JV	

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

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

After School Tutor	\$21.00/hr
PAR Mentor	\$21.00/hr

All other hourly positions except summer school.

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

2.6 Preparation Period Teaching Assignment

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

2.7 Employee Benefits Program

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

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2.7.1.1 For the 2017-2018 school year, the tenthly District contribution on behalf of each full-time employee is as follows:

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

2.7.1.2 Each employee is responsible for the difference between the District contribution and the monthly cost of the selected health benefit plans. The administrative fee of .33% shall be included in the payroll deduction for the benefit cost.

2.7.1.3 If the District achieves a savings in the per-member contributions as a result of an employee electing an insurance plan coverage that costs less than the District's contribution for the 2016-2017 coverage in which the employee was enrolled, a reduction in District contribution amounts for unit members who are married to other unit members, or other verifiable savings, the savings shall be placed in a restricted fund to offset future cost increases to unit members. The distribution of the savings dollars shall be determined by the Association.

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

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

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

.80 and above	100% of District contribution
.60 to .79	75% of District contribution
.40 to .59	50% of District contribution
.16 to .39	25% of District contribution

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

2.7.3 If a unit member and spouse/domestic partner are employed .80 FTE or greater prior to January 1, 2008 and are covered by this Agreement, the unit members' contribution obligation is waived if they enroll as subscriber and dependent on a two(2)-party or family plan prior to January 1, 2008. If the unit member and spouse/domestic partner elect to have separate health and welfare plans, each unit member shall be responsible for the contribution obligation of the plan the unit member selects at the same rate as any other

unit member. Once each unit member becomes a subscriber, the unit member must remain a subscriber as long as the unit member remains an employee of the District and the unit member's contribution obligation is no longer waived. If one unit member is full-time (at least .80 FTE) and the spouse/domestic partner is part-time, the following calculation applies:

Spouse/Domestic Partner FTE	District Contribution of Unit Member's Contribution
.60 FTE	87.5%
.40 FTE	75.0%
.20 FTE	62.5%

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

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

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

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

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

2.8 Employee Retirement Benefits

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

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

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

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

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2.8.5 Retirees/spouses wishing to continue coverage after age sixty-five(65), may enroll in health and dental programs at their own expense with open enrollment restrictions.

2.9 Mileage

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

2.10 Personal Property Damage Reimbursement

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

2.11 Student Teacher Payment

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

**ARTICLE 5
TRANSFER/REASSIGNMENT**

5.1 Transfer/Reassignment

- 5.1.1 “Transfer/Reassignment” refers to any change in the permanent assignment of unit members from one(1) site to a different site. A vacancy is any position to which a unit member is not assigned. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring.
- 5.1.2 Upon knowledge of vacancies, the District shall deliver to the Association and post in all school buildings a list of all vacancies which occur during the school year and for the following school year. The list shall contain the following: A closing date which is at least five(5) working days following the posting date; a job description; credentials and qualifications necessary to meet the requirements of the position. No assignment to fill a vacancy shall be made until after the closing date. **Unit members shall be notified of available positions by e-mail prior to the public posting.** ~~The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess or a period of leave. The unit member’s request must be in writing and must include a mailing address.~~ **Any unit member who meets the job qualifications may apply to fill a vacant position. All internal applicants will be interviewed for the open position.** If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies. The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy. ~~No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant.~~
- 5.1.3 Unit members who desire a transfer/reassignment may file a written statement of such desire with the Human Resources Office. Such statement shall include the grade and/or subject to which the unit member desires to be assigned, and the school or schools to which the unit member desires to be transferred/reassigned.
- 5.1.4 Upon request, and as soon as practical, the District shall make available to the Association a list of all unit members who have been transferred/reassigned. The District shall not be required to furnish such a list more than once in any given school year, unless further transfer/reassignments occur, then upon request.
- 5.1.5 A unit member may submit a request(s) for transfer to the District each academic year on the District Transfer Form, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. If two(2) or more unit members with the required credentials and equal qualifications relating to the job description for the position apply for a vacancy, **all applicants will be interviewed for the opening.** ~~the unit member with the greatest seniority shall receive the transfer.~~ If a unit member’s request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial. If the unit member requests that his/her application for transfer be

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kept confidential, only the Principal at his/her school shall be notified by the District of the application. Unit members returning from leave shall be afforded all rights provided under this section. If there is a qualified volunteer for a vacant position, the position cannot be filled by an involuntary transfer.

- 5.1.6 Involuntary transfer/reassignment shall be made only for the following reasons: A decrease in the number of pupils which requires a decrease in the number of unit members, class size, elimination of program(s) and/or funding, or school closings. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred and/or reassigned. An involuntary transfer/reassignment shall be made only after a conference with the unit member involved. The unit member may elect to have a representative of the Association present at the conference.
- 5.1.7 Notices of involuntary transfer/reassignment shall be given in writing to the unit members as soon as practical. Unit members who are transferred/reassigned during the school year shall be given five(5) days' notice insofar as practical before the actual transfer/reassignment occurs and shall be allowed two(2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred/reassigned.

ARTICLE 15 HIRING RATIO

15.1 Hiring Ratio

- 15.1.1 The District will maintain 28 student/1 teacher hiring ratio at each site.
- 15.1.2 The 28:1 ratio shall not include any interventionists hired with School Site Council funds, Athletic Directors, Activities Directors, teachers on special assignment, special education coordinator, counselors, speech language pathologists, school psychologists, English language coaches, teachers of special day and resource classes, Vocational Transition Program, or the time any other certificated bargaining unit members spent outside of the classroom.

15.2 Class Size Limits

- 15.2.1 Class sizes in a five-and-two(5-and-2) schedule shall be no larger than (thirty-six)36 students for any class, except that class sizes for physical education, band, choir, and Leadership classes (e.g., ASB) shall be no larger than (fifty)50 students. An exception to the (fifty)50-student limitation is subject to agreement with the Association on a case-by-case basis. Band classes may exceed the limitations of this paragraph by agreement between the school site administrator and the teacher.

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15.3 Interview Process

15.3.1 The Association Interview Committee will be requested to appoint unit members to participate on interview panels and to advise management regarding the qualifications and selection of applicants for open bargaining unit positions:

Steps

All certificated applicants shall attend a screening Interview at District with the Assistant Superintendent of Human Resources.

Screened applicants will be cleared to apply for advertised vacancies.

Sites will schedule interviews for candidates at their individual school site.

- Positions: All unit positions set forth in Article 1, paragraph 1.2.1, of the current Agreement.
- Association Appointees:
 - One Department Chair per affected school site if the position is within a department.
 - An additional employee per affected school site will be appointed.
 - ~~If the opening is a single employee position at a school site, the appointee may be from another school site.~~
 - A second employee per affected school site if the position does not have a department chair.

The Association shall be notified of scheduled interviews at least **one (1)** ~~five(5)~~ days in advance.

ARTICLE 16 CONCLUSION

16.1 Savings Provisions

16.1.1 If any provision of this Agreement or any application thereof to any unit member is held by the legislature, a court of competent jurisdiction or administrative agency to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, the parties shall meet within ten(10) days of the request of either party to renegotiate the provisions and/or application(s) affected.

16.2 Maintenance of Benefits

16.2.1 The District agrees not to change officially adopted personnel policies within the scope of representation, but not included in the Agreement, without negotiating with the Association. The District shall not reduce or eliminate any benefits within the scope of representation or included in the current contract during the term of this Agreement.

16.3 Support of Agreement

16.3.1 The Association hereby agrees that neither it nor its agents shall initiate or participate in any strike in this District during the life of this Agreement. In the event of any strike by unit members, the Association and

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its agents will do everything reasonably within their power to end or avert the same. The foregoing shall apply to requests from other organizations to engage in any strike in the District.

16.4 Term of Agreement

16.4.1 This Agreement shall become effective upon ratification, following approval by the Board of Trustees, and shall continue in effect to and including June 15, ~~2018~~ **2021**. Each party may reopen Article 2, Compensation, plus one(1) other article designated by the party for negotiations for the ~~2017-2018~~ **2019-2020 and 2020-2021** school years. The limitation of paragraph 16.5.1.2 does not apply to this provision.

16.5 Completion of Negotiations

16.5.1 This Agreement represents complete collective 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 its term. This Agreement supersedes and replaces the 2013-2015 Collective Bargaining Agreement.

16.5.1.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

16.5.1.2 During the period from the ratification of this agreement until June 30, ~~2018~~ **2021**, the Parties expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as provided for elsewhere in this Agreement.

16.5.1.3 If there are items of mutual concern, the District and the Association may, by mutual consent, meet and negotiate with the intent to modify existing articles, add additional articles to, or delete articles from this Agreement.