

@ 12:37 pm

Article 2

Compensation

(The following proposal is presented as an addition to the current CBA language.)

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~~ For the 2018-19 school year, the Certificated Salary Schedule shall be increased by three percent (3%) effective July 1, 2018. For the 2019-20 school year, the Certificated Salary Schedule shall be increased by two percent (2.5%) effective July 1, 2019. The salary schedule will be increased in Column V by adding additional steps at 26 and 30. Upon ratification of this agreement by the Association and approval by the Board of Trustees all active bargaining unit members employed on October 12, 2018 shall see the increases reflected in their October 2018 pay warrant.

2.1.1.1 The Parties agree to meet and negotiate during the 2018-19 school year, through the Extra Compensation Committee, to reevaluate stipends granted in this Article.

2.4.2 Except as otherwise noted in this Agreement, the maximum initial placement on the salary schedule shall be Step 6 based on documented prior teaching experience. Once a Bargaining Unit Member is appropriately placed on the Salary Schedule, that Bargaining Unit Member shall not be reduced in Step or Column except in the case of error.

2.5.2 Department Chairs shall be elected by the Bargaining Unit Members of the respective department through a process designed and carried out by the Association. The results of the election shall be reported to the District.

2.5.8 Additional Payments for Bargaining Unit Work: Should the District decide to seek additional work from Bargaining Unit Members, including but not limited to adding new stipends under this Article, the District agrees to meet and negotiate with the Association prior to making any offer to Bargaining Unit Members, in compliance with the Educational Employment Relations Act.

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.

2.7.1.1 For the ~~20178-20189~~ school year, the tenthly District contribution on behalf of each full-time employee is as follows:

- Single (employee only) - six hundred ~~seventy~~ **seventy** dollars and forty-three cents (~~\$670.43~~);
- Two-party (employee and one [1] dependent) - one thousand ~~three~~ **three** hundred twenty-seven dollars and seventy-eight cents (~~\$1,2327.78~~);
- Family (employee and two [2] or more dependents) - one thousand ~~seve~~ **seve**n ~~eight~~ **eight** hundred twenty-three dollars and seventy-two cents (~~\$1,7823.72~~).

ARTICLE 4 HOURS

4.1 Workday

- 4.1.1 Except as modified elsewhere in this Agreement, the normal work day for full-time regular teachers covered by this Agreement shall be seven hours and fifteen minutes(7:15), exclusive of a duty-free lunch, beginning five(5) minutes before the first student period and ending fifteen(15) minutes after the last student period. The uniform school site schedule is attached as Appendix E. The regular teaching assignment shall be five(5) teaching periods and two(2) preparation periods between the hours of 7:25 a.m. and 3:10 p.m. A teaching assignment outside of the regular bell schedule must be negotiated between the parties.
- 4.1.2 The Independent Study Coordinator's hours may extend no later than 9:00 p.m.
- 4.1.3 All other unit members will not be required to work past 5:00 p.m. on a daily basis. If there is a need for unit members to serve on a daily basis past 5:00 p.m., it is agreed to re-open and discuss this Article.
- 4.1.4 Field trips are not subject to limitations set forth in section 4.1.1, inclusive, of this Article.
- 4.1.5 It is understood and agreed that hours of employment at Delta may be different from the hours of other unit members. The differences in terms and conditions of employment between unit members assigned to Delta, and teachers assigned to other schools in the District shall not be grounds for grievances because they are different. The District agrees to make no changes in adopted District Policies concerning hours of employment at Delta without negotiations with the Association. **The Delta site bell schedule is attached as part of Appendix E.**
- 4.1.6 The parties to this Agreement agree that the normal work day set forth above shall not be construed to limit the District's right to require, and/or the unit member's obligation to participate in or perform, adjunct duties outside the normal work day without additional compensation. If adjunct duties cannot be staffed by volunteers, assignments thereto shall be made in an equitable way as outlined in Appendix C.

4.2 Work Year

- 4.2.1 Except as otherwise provided in this Agreement, the work year for classroom unit members shall be no more than one hundred eighty-five(185) days per school year, including one hundred eighty(180) student contact days, two(2) unit member work days and three(3) staff development days conditional upon state budget allocations for the staff development days.

Should State funding be withdrawn, the unit member work year will revert to one hundred eighty-three(183) days, of which three(3) days are unit member work days.

- 4.2.2 Any time or day variation, requested by a site, from the normal work day schedule for the three staff development days will be negotiated.
- 4.2.3 If the two(2) unit member work day(s) cannot fit within the Monday through Friday cycle, the work day shall be worked at the unit member's discretion within a two(2)-week period of the first(1st) contact day, with reasonable notification to the Principal. No mandatory staff meetings will be held before the start of student contact days unless agreed to by the Association.
- 4.2.4 The District reserves the right to require non-classroom teacher unit members, including, but not limited to, Librarians, Coordinators, and Psychologists to work an additional number of days at their daily rate of pay under this Agreement.
- 4.2.4.1 Counselors will be guaranteed at least five(5) contiguous days of additional work per school year for the term of the Agreement.
- 4.2.4.2 **Psychologists shall be placed on Column V, and have a minimum placement of Step 9 and a maximum placement of Step 13, depending on experience, plus ten (10) percent of salary schedule placement.**
- 4.2.4.3** The work year for Psychologists and SBCP Coordinators shall have ten(10) additional days per school year, pro-rated if less than a full-time equivalent assignment.
- 4.2.4.34 Special Education Coordinators shall have seven(7) additional days beyond the one hundred eighty-five(185) contract days per school year, pro-rated if less than a full-time equivalent assignment.
- 4.2.4.45 The position of Special Education Department Chair and Special Education Coordinator shall not be held by the same unit member at any site, except by mutual agreement between the District and the Association. 4.2.4.5 School Nurses shall have five(5) additional work days per school year.
- 4.2.4.6** **Athletic Directors shall have a minimum placement on Column IV, and have a minimum placement of Step 9 and a maximum placement of Step 13, depending on experience, plus nine (9) percent of the salary schedule placement.**
- 4.2.4.7** **The work year for Athletic Directors shall have five (5) additional days per school year, pro-rated if less than a full-time equivalent assignment.**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
AND
THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FACULTY ASSOCIATION

RE: Voluntary Transfers

Background

Current Collective Bargaining Agreement language (Article 5.1.5) states, in pertinent part, "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, the unit member with the greatest seniority shall receive the transfer." In Collective Bargaining, the District has sought to strike that language and allow District Administrators to make the final decision whether to accept a transfer, and the Association has sought to maintain the status quo.

Agreement

By mutual agreement of the Parties, the sentence cited above shall be suspended for the duration of the 2018-2020 Collective Bargaining Agreement, and shall be temporarily replaced with the following language: "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, the District Administration shall interview and select the applicant who receives the transfer and shall inform all applicants of the decision. In any event, the District shall not hire a new Bargaining Unit Member when an existing Bargaining Unit Member has applied."

The change agreed to with this Memorandum of Understanding shall revert to the language contained in the 2015-2018 Collective Bargaining Agreement upon the expiration of this Memorandum of Understanding.

This MOU shall go into effect upon ratification by the parties of the 2018-2020 Collective Bargaining Agreement, and shall automatically expire at the conclusion of the 2019-2020 school year, and shall not apply to assignments starting after the end of that school year, unless otherwise negotiated. Assignments made according to this MOU shall be considered appropriate after the expiration of the MOU.

DISTRICT

FACULTY ASSOCIATION

Kevin Platt, Assistant Superintendent
District Representative

Matt Provost, President
Faculty Association

Date

Date

**ARTICLE 16
CONCLUSION**

6.4 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~~ 2020-2021 school year. 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~~ 2015-2018 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.

The rest of Article 16 remains the same as the 2015-2018 agreement.