Ratified by UTPG Membership on April 20, 2022
Approved by GUSD Board of Trustees on April 27, 2022

Agreement

between the
Goleta Union School District

and the
United Teaching Profession of Goleta/CTA/NEA

July 1, 2019 through June 30, 2022

Ratified by UTPG Membership on April 20, 2022
Approved by GUSD Board of Trustees on April 27, 2022

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Preamble

This Agreement is made and entered into this 13th day of December, 2019, by and between the Public School Employer, the Goleta Union School District, hereinafter referred to as the "District," and the United Teaching Profession of Goleta, CTA/NEA, hereinafter referred to as the "Association."

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1. Recognition

1.1. The District recognizes the Association as the exclusive representative for purposes of meeting and negotiating for the certificated employees of the District, as described below and as certified by the Educational Employment Relations Board (Case No. LA-R-275), and as recognized by the Board of Trustees of Goleta Union School District per its Resolution No. 8-76 dated November 10, 1976:

1.1.1. All permanent, probationary, and temporary certificated employees, excluding those in administrative positions, as follows:

1.1.1.1 Full-time and/or regular part-time teachers; Classroom, Learning Center, Reading Specialists, Special Education, Preschool, Hearing Specialists

1.1.1.2 Full-time and/or regular Full Inclusion Specialists

1.1.1.3 Full-time and/or regular part-time Psychologists and Counselors

1.1.1.4 Full-time and/or regular part-time Nurses

1.1.1.5 Full-time and/or regular part-time Speech Therapists

1.1.1.6 Full-time and/or regular part-time certificated Social Workers

1.1.2. And excluding all management, supervisory, confidential, and classified employees.

2. District Rights

2.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct work of its employees; determine the times and hours of operation; determine the kinds and level of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine the methods of raising revenue; lawfully contract out work subject to the limitation provided in the second paragraph of this Article, and take action on any matter in the event of an emergency. An emergency is defined as: times of extraordinary stress or disaster resulting from storms, floods, fire, or other calamitous events. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees except as restricted by this Agreement.

2.2. Absent mutual agreement to the contrary, no work shall be contracted out of the unit, nor shall work be transferred out of the unit except in case of emergency where no other feasible and practical solution is available.

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

3. Association Rights

3.1. Association staff and Association representatives shall have the right of access to bargaining unit members during times when such employees are not engaged or required to be engaged in performing assigned duties.

3.2. Notwithstanding the aforementioned provision, Association staff shall have reasonable access to Association officers and representatives during the normal workday. Association staff shall secure the principal's (administrator's) permission prior to contacting the unit member on duty.

3.3. Upon request of the Association, the District will grant the equivalent of fifteen (15) days of release time per year to the UTP/G President (or President's designee) for the orderly conduct of Association business in the interest of all bargaining unit members. Ten of the fifteen days shall be funded by the District and five days shall be funded by the Association.

3.4. The Association shall have the right to use District mail services and designated bulletin boards subject to the following conditions: (a) all posting on designated bulletin boards or items for District mail services must contain the date of posting or distribution and the identification of the organization together with a designated authorization by an Association officer; (b) the Association will not post or distribute through District mail services, information which may be defamatory of the District or its personnel.

3.5. The Association shall have the right to the use of District facilities pursuant to section 3543.1 (b) of the EERA.

3.6. The parties agree that no right or benefit currently mandated by statute to the Association and/or individual unit members shall be waived, eliminated, or modified during the life of this contract except as further mandated by the legislature and/or court(s) of competent jurisdiction.

3.7. The Association shall have the right to District-paid release time for a maximum of five members for negotiations sessions that occur during the school day. A sixth unit member may be added during full contract negotiations.

4. Professional Dues and Payroll Deductions

4.1. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on an official form subject to the following conditions:

4.1.1. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

4.1.2. The Association shall provide the members with adequate and necessary data on any dues increase at least thirty (30) days prior to an effective date of any increase.

4.1.3. The District shall deduct one-tenth (1/10) of such dues from the pay of the member for the months commencing with the first month of the school year. Deductions for members who submit an authorization or a revised authorization after the commencement of the school year shall be appropriately prorated to complete the payments authorized by the authorization card within the above-mentioned ten-month period.

4.1.4. The District shall promptly remit to the Association the monies collected pursuant to this Article. The Association agrees to submit to the District in writing within ten (10) days after the execution of this Agreement the current dues schedule of the Association and further agrees to notify the District in writing of any revision of that schedule or any general assessments of the Association.

4.1.5. **Hold Harmless Clause** – The Association shall hold the District harmless in any dispute that arises with regard to the deductions authorized under this Article. It is specifically understood that failure of any unit member to pay monies to the Association or comply with the Association rules, regulations, or by-laws will be a dispute between the Association and the member and will not be a dispute with or involve the District.

4.1.6. **Maintenance of Membership** – Individual Association members may drop membership in the Association as provided by law.

5. Grievance Procedure

5.1. Grievance Definitions

5.1.1. **Grievance** - A "Grievance" is a formal written allegation by a grievant and/or the Association that the grievant has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Dismissal procedures, OSHA claims, or discrimination cases subject to the jurisdiction of agencies such as the DFEH, and EEOC shall not be a part of this procedure.

5.1.2. **Aggrieved** - A member or members of the unit and/or the Association asserting a grievance is referred to as the aggrieved. When the Association files a grievance in its own name it must identify unit member(s) who has been adversely affected unless it is a site- wide or district issue.

5.1.3. **Party in Interest** - A party in interest is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5.1.4. **Day** - A "day" is any day in which the central administrative office of the District is open for business. (This period shall not include winter break, spring break or summer break.)

5.1.5. Representative(s) - A representative is a member of the unit, administrator, association representative(s), or legal counsel who shall represent any party in interest at the election of the party so represented**.**

5.1.6. **Association** - Association means the association elected as the exclusive representative or designee thereof.

5.1.7. **Claim** - The assertion of a grievance by one or more members of the unit, and/or the Association.

5.2. Individual Grievances

5.2.1. Any member of the unit may at any time present grievances to the District and have such grievances resolved without the intervention of the Association as long as the resolution is reached prior to Level II and the resolution is not inconsistent with the terms of this contract; provided that the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

5.3. Informal Meeting

5.3.1. Any unit member(s) or the Association alleging a claim shall make every effort to meet with the principal or other administrator against whom the claim is alleged, with the objective of resolving the matter informally. The unit member(s) may have a representative present with the unit member at this informal meeting.

5.4. Level I – School Principal/Appropriate Administrator

5.4.1. In the event the claim is not resolved at an informal meeting, the aggrieved may submit the claim as a formal written grievance to the principal or appropriate administrator. Any such written grievance must be submitted within fifteen (15) days following an informal meeting

or thirty (30) days following the incident giving rise to the claim, whichever occurs later. If the aggrieved has not submitted a written grievance within this time period, the claim will be deemed to have been resolved.

5.4.2. The principal/appropriate administrator shall, within ten (10) days after receipt of a written grievance, meet with the aggrieved and representative(s) in an effort to resolve the matter. Within ten (10) days after the date of the Level I meeting, the administrator shall render a written decision to the aggrieved and shall transmit a copy to the Association. If the Administrator does not respond within the time limits, the aggrieved may appeal to the next level.

5.5. Level II – Superintendent or Designee

5.5.1. If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period, the aggrieved, through the unit member's representative, may forward the written grievance to the Superintendent within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented, whichever is later.

5.5.2. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the aggrieved and representative(s) in an effort to resolve the matter. Within ten (10) days after the date of the Level II meeting, the Superintendent shall render a written decision to the aggrieved and shall transmit a copy to the Association. If the Administrator does not respond within the time limits, the aggrieved may appeal to the next level.

5.6. Level III –Mediation

5.6.1. Within ten (10) days after receipt of the Superintendent or designee's written decision from Level II, or the time limit expires without the issuance of the Superintendent or designee's written decision, the aggrieved may submit the grievance to mediation with a mediator designated by the Public Employment Relations Board (PERB). A copy of the request for assignment of a mediator shall be provided to the District.

5.6.2. The mediation meeting(s) shall be scheduled at the convenience of the mediator. If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by the aggrieved, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

5.6.3. If the aggrieved, the Association and the Superintendent or designee have not resolved the grievance with the assistance of the mediator, the Association may proceed to Level IV.

5.7. Level IV – Arbitration

5.7.1. If the grievance is not resolved at Level III, Mediation, the aggrieved may submit the grievance to the Association, and the Association will determine whether the matter may go to Level IV. If the Association determines to pursue the grievance to Level IV, it must so notify the Superintendent within twenty (20) days after the date of the last mediation meeting. Upon receipt of the request for arbitration, the parties shall have five (5) days in which to agree upon an arbitrator. If the parties fail to agree, the District shall request a list of five (5) arbitrators from the American Arbitration Association

5.7.2. If the grievance is not resolved at Level arbitration, the parties shall have five (5) days in

which to agree upon an arbitrator. If the parties fail to agree, the District shall request a list of five (5) arbitrators from the American Arbitration Association.

5.7.3. An arbitrator shall be selected by the following procedure: A representative of the Association and the District's representative shall select the arbitrator from the American Association in the manner prescribed by that organization.

5.8. Arbitration Hearing

5.8.1. No party in interest shall be permitted to assert any grounds in evidence before the arbitrator, which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.

5.8.2. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the District and the Association.

5.8.3. A certificated court reporter may be used to record the arbitration hearing. The Association and District may share equally the cost of the court reporter. If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcripts shall be divided equally between the District and the Association.

5.8.4. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this Article. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the Article. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. Witnesses will be assured that their testimony will be kept confidential.

5.8.5. Within thirty (30) days after conclusion of the hearings, the arbitrator shall render a written decision, which shall be binding upon the parties.

5.9. General Provisions

5.9.1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time specified, however, may be extended by mutual written consent.

5.9.2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as is practicable.

5.9.3. The aggrieved may change the designation of the representative(s) at any level during the grievance process. Such change shall be communicated in writing to all parties in interest.

5.9.4. Aggrieved members of the unit not under the supervision of a principal should submit their claim to the appropriate administrator for processing at Level I.

5.9.5. The parties in interest agree to make available to each other all pertinent, non-confidential

information not privileged under law or Board policies in their possession or control and which is relevant to the issues raised by the grievance. Copies of all non-confidential written opinions and decisions shall be made available to the grievant.

5.9.6. No grievance shall be valid unless it shall have been presented at the appropriate level within twenty (20) days after the aggrieved knew of the act or condition and its aggrieving nature that formed the basis of the grievance, and if not so presented, the grievance will be considered waived.

5.9.7. A decision rendered at any level shall be considered final unless an appeal to the next step within this Article is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.

5.9.8. No party in interest shall take reprisals against any member of the Association, party in interest, Association representative, management person, or any other participant in the grievance procedure by reason of such participation.

5.9.9. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official District personnel file.

6. Class Size

6.1. The District shall maintain an average class size of twenty-four (24) students in grades 4-6 and an average class size of twenty-four (24) in grades K-3. TK shall not exceed twenty (20) students per class until all TK classes are enrolled at twenty (20) students. The District reserves the right to provide additional personnel units to reduce class size to meet a specific school or program need.

6.1.1. When a class exceeds twenty-eight (28) students, grades 4-6, or twenty-five (25) students, grades TK-3, for longer than ten (10) consecutive school days the District shall provide an additional hour of daily instructional classroom support. Combination classes shall be provided with an hour of daily instructional support. At initial class placement, combination classes shall be equal to or less than other classes at the grade level except with third/fourth combination classes.

6.1.2. Exception 1: having enough students to support an effective combination class.

6.1.3. Exception 2: when it would incur additional cost to the district.

6.1.4. Midyear decreases in straight grade class numbers will not trigger movement of students from the combination class.

6.2. The process for annual placement of special education students in general education classes shall be based on IEP goals and the best interest of that student. Annual rotation and staff preferences among teachers at the grade level will be considered for classroom placement. Placement meetings shall be held at each site and will be comprised of a committee, which must include representation of the general education teaching staff.

6.3. The District shall provide justification of placement upon request. Only the process shall be grieved.

6.4. In balancing annual class sizes during initial placement of students into classes, general education teachers with special education students who are not reflected on the general education teacher's class roster shall have class sizes that fall within contract guidelines. Any student who spends greater than 49% of the time with the general education class (not including PE, recess and lunch periods) shall be included in class size calculation for additional support services.

7. Duty Hours, Responsibilities, and Working Conditions

7. Duty Hours, Responsibilities, and Working Conditions

7.1 Work Year

7.1.1 The 185-day work year shall consist of 180 instructional days and (5) non-instructional days.

7.1.1.1 These five (5) non-instructional days shall, in the absence of unusual circumstances, include four full days of professional development and one full day of unit member-directed preparation prior to the opening of school, except potentially, a student/parent "meet and greet."

7.1.2 Unit members shall be paid at full salary per diem for any days of service required by the District beyond the 185-day contract year. This does not preclude the District from providing compensation in a lesser amount to unit members who voluntarily participate in professional activities beyond the 18S- day work year, nor does it require the payment of compensation for such voluntary participation

7.1.3 Two minimum days may be scheduled for the purpose of staff development and/or t raining.

7.1.4 Unit members shall be required to attend and participate in no more than four after-duty hour functions. After-duty functions do not include Professional Day activities (7.2). An extra duty stipend will not be provided for these four functions.

7.1.4.1 After-duty-hour-functions shall be as follows:

7.1.4.1.1 Back to School Night (all unit members)

7.1.4.1.2 Open House (all unit members, except nurses, psychologists, and speech language pathologists)

7.1.4.1.3 General education classroom teachers and their evaluator will determine no more than two additional functions to be mutually agreed upon. All other unit members and their evaluator will mutually determine one additional function. Examples of additional functions include, but are not limited to: Sixth Grade Promotion, Family Nights, Fairs, Education Nights, Performances, PTA Meetings, and others approved by the site administrator.

7.1.4.2 The evaluator and the unit member shall tentatively delineate the after- duty hour responsibilities of the unit member during the annual goal- setting conference which are subject to change by mutual consent of the unit member and evaluator should other priorities arise. If a situation

arises wherein the evaluator and unit member are not in agreement, the evaluator and unit member shall each select one function.

7.1.5 Unit members employed under a services credential, such as a School Nurse Services Credential, a Speech-Language Pathology Services Credential, or a Pupil Personnel Services Credential, may need to receive in-service education as deemed appropriate for their licensure and may request release time up to four days per year for such training.

7.1.6 Parent Conferences and Report Card Preparation

7.1.6.1 All schools shall have five (5) consecutive school minimum days to be used in the fall for report card preparation and parent conferencing. Likewise, all schools shall have four (4) consecutive school minimum days to be used in the spring for report card preparation and parent conferencing.

7.1.6.2 Any teacher of record whose class size exceeds twenty-five (25) students during a reporting period shall be provided one day of substitute teacher's pay at the lowest day-to-day rate for preparation of report cards during that reporting period.

7.1.6.3 Students not requiring the teacher to prepare a report card, e.g., students new to the class or special education students who are not reflected on the general education teacher's class roster, will not be considered in this count. (Reference Article 6.5)

7.1.6.4 Student dismissal on minimum days for spring parent conferences will be no later than 1:30 p.m. The District shall determine the dates of these days.

7.1.7 Release Time Resultant to Special Education

7.1.7.1 The District shall provide release time at the rate of up to three days per FTE per school year for each special education teacher for the purpose of completing Individualized Education Program (IEP) meetings and conferences.

7.1.7.1.1 Requests for such release time shall be made in advance to the principal and are subject to availability of substitute teachers.

7.1.7.2 The parties agree that general education teachers should not be required to participate in an excessive number of after-duty IEP meetings and conferences.

7.1.7.3 Release time will be provided for classroom teachers of full inclusion students to attend one parent-team meeting per month. Members may elect, but are not required, to take the release time.

7.2 Professional Day

7.2.1 Included within the Professional Day shall be the number of instructional minutes (i.e., the Instructional Day) in the District schedule which will enable the District to comply with Education Code Sections 46201 and 37202, as such code sections are currently written or may be amended during the term of this Agreement.

7.2.2 722 As part of the Professional Day, unit members shall be responsible for duties,

consistent with the authorization(s) in the unit member's certification, that include: direct services to students; preparation and planning; program development (e.g., Individualized Education Program (IEP) meetings); parent conferences; professional collaboration (e.g., Professional Learning Community {PLC) participation); staff, faculty, and District meetings; and professional growth activities (e.g., site- and District-based professional development).

7.2.3 723 Because unit members render professional services during the Professional Day, it is not possible to designate in advance the amount of time unit members need for planning, preparation, and duties of the Professional Day (see Article 7.2.2); however, minimum duty hours will be as follows:

7.2.3.1 Unit members shall be on campus and responsible for instructional and other assigned duties fifteen (15) minutes before the start of the student day.

7.2.3.2 Unit members shall remain on duty for a reasonable amount of time to accomplish their professional duties (see Article 7.2.2). Teachers in assignments with pupils who are normally dismissed earlier than the general student population (e.g., kindergarten and transitional kindergarten) will normally be at their assigned sites at least until dismissal of the general student population.

7.2.3.3 The District may provide additional compensation to unit members who voluntarily participate in additional professional activities. Such compensation shall be determined by the District.

7.2.3.4 Normally, unit members shall be entitled to the same number of minutes that students have for lunch, but if unforeseen circumstances arise outside the thirty-minute, duty-free period, unit members may be assigned to duty. Members may elect but are not required to schedule meetings during any portion of the 45-minute lunch period.

7.2.3.4.1 Examples of unforeseen circumstances include unanticipated student safety needs (e.g., lockdowns, lockouts, and/or behavioral escalation) and inclement environmental conditions (e.g., rain or smoke).

7.2.3.5 The District will employ personnel to relieve unit members of student supervision outside instructional time, but such relief shall be limited by the availability of individuals to fill such positions. Unit members shall only be directed to provide student supervision outside instructional time in case of unforeseen circumstances (see Article 7.2.3.4.1).

7.2.3.6 Commencing with the 2022-2023 school year, the District and association will pilot a program to employ personnel to allow first through sixth grade general education teachers 45 minutes per week of professional collaboration time (e.g., Professional Learning Community (PLC) meetings) during the instructional day, but such time shall be limited by the availability of individuals to fill these positions or circumstances (see Article 7.2.3.4.1).

7.2.3.6.1 Once the positions referenced in 7.2.3.6 are filled, the District will employ additional personnel to allow first through sixth grade general education teachers a minimum of 45 minutes per week of teacher-directed planning and preparation time during the instructional day, but such time shall be limited by the availability of individuals to fill the positions referenced in

7.2.3.6.1 or unforeseen circumstances (see Article 7.2.3.4.1).

7.2.3.6.2 The intent of the parties is to continue this program in the 2023-2024 collective bargaining agreement, with changes if necessary, to make the program a success.

7.2.3.6.3 This pilot program shall not be subject to the grievance procedure.

7.3 It is the District's intent to maintain or increase efficient use of unit members' time related to mandatory faculty and district meetings. Full staff meetings may be required up to once per week as described below.

7.3.1 District agrees to limit full staff, faculty, and District meetings to three per month during the 180-day student school year.

7.3.2 732 Notification of required staff, faculty, and District meetings outside of the instructional day and during the 180 days of instruction shall be at least 48 hours prior to the meeting, except when necessitated by events which could not reasonably have been anticipated.

7.3.3 733 Required staff, faculty, and District meetings outside of the instructional day and during the 180 days of instruction, except staff development and/or training on the two minimum days scheduled for that purpose (see Article 7.1.3), shall last no longer than ninety (90) minutes except in isolated circumstances for which notice must be given a minimum of forty-eight (48) hours prior and said meeting may not exceed one-hundred-twenty (120) minutes.

7.3.4 73A Staff development and/or training on the two minimum days scheduled for that purpose (see Article 7.1.3) may exceed one-hundred-twenty (120) minutes but not one-hundred-eighty (180) minutes. These two minimum days will be considered a required staff, faculty, or District meeting.

7.3.5 735 Required staff, faculty, and District meetings outside of the Instructional Day and during the 180 days of instruction or district in-services shall not be held during:

7.3.5.1 The first week of instruction

7.3.5.2 The week of Back to School Night

7.3.5.3 The week preceding the issuance of report cards during the first two grading periods

7.3.5.4 The week of Parent Conferences

7.3.5.5 The week of Open House

7.3.5.6 The last week of instruction.

7.4 The District will not require attendance at in-service or other District meetings on Saturdays or Sundays.

7.5 Involuntary Change of Classroom

7.5.1

7.5.2 Any bargaining unit member who is required to change classrooms or office space shall be granted the equivalent of two days of substitute teacher's pay at the lowest day-to-day rate.

7.5.3 752 No bargaining unit member shall be required to use any portion of the 185-day teacher work year to accomplish the move for the upcoming year.

7.6 Children ofEmployees

7.6.1 For the purposes of student attendance, certificated employees, if they so desire, will be considered residents of the attendance area in which they work. As a result, their children shall attend the school to which the employee is assigned.

7.6.1.1 Once a transfer has been granted the District shall not rescind a transfer:

7.6.1.1.1 During the term of the unit member's employment.

7.6.1.1.2 If a unit member resigns or retires due to medical reasons.

7.6.2 If an older sibling is currently enrolled at the site, any younger siblings will be granted a transfer to that site.

7.6.3 Excessive tardiness, unexcused absences, or student behavioral issues (including suspension) may result in a revocation of the transfer.

7.7 Extra Service

7.7.1 The district will pay a yearly stipend of $500 for one Principal Designee position at each site. On days the Principal Designee is required to actively serve in the absence of the principal, the District will fund an additional $75 per day with a maximum not to exceed 15 days. Additional funding beyond the maximum may be provided by the school site.

7.7.2 The District shall pay each teacher who takes a class of students on a District-approved field trip that involves an overnight stay a stipend equal to a substitute teacher's pay at the lowest day-to-day rate for each night.

7.7.3 The District may provide additional compensation to unit members who voluntarily participate in additional professional activities. Such compensation shall be determined by the District.

7.8 The provisions of this Article shall be interpreted and applied in a reasonable and equitable manner.

8. Evaluation

8.1. The District shall evaluate and assess employee performance using the GUSD Evaluation Report Form (2020) as it reasonably relates to each of the following California Standards for the Teaching Profession:

Teaching Standard 1: Engaging and supporting all students in learning

Teaching Standard 2: Creating and maintaining effective environments for student learning

Teaching Standard 3: Understanding and organizing subject matter for student learning

Teaching Standard 4: Planning instruction and designing learning experiences for student learning

Teaching Standard 5: Assessing for student learning

Teaching Standard 6: Developing as a professional educator

8.2. The building principal or other management employee responsible for supervising unit members employed under a services credential, such as a School Nurse Services Credential, a Speech-Language Pathology Services Credential, or a Pupil Personnel Services Credential, may evaluate such employees on an alternative form consistent with the unit members' professions.

8.3. The evaluation and assessment of employee performance shall not include the use of publishers' norms established by standardized tests.

8.4. The building principal or other management employee responsible for supervising the employee shall serve as the evaluator. Pupil Services personnel assigned to more than one school site may be evaluated by the Assistant Superintendent of Pupil Services, or an administrative designee with input from principals of each school of assignment.

8.5. Prior to November 1 of each year, the evaluator(s) shall meet with each employee for whom the evaluator has evaluation responsibility for that year for the purpose of establishing the employee's goals, objectives, and assessment methods. The evaluator(s) and the employee shall attempt to agree mutually upon the goals, objectives, and assessment methods that will be used in the evaluation process. In the event that agreement cannot be reached on these items, the employee may attach a written statement to the decision of the evaluator(s), which will remain a part of the evaluation record.

8.6. Prior to November 1 of each non-evaluation year, each unit member shall meet with the evaluator(s) to present professional practice goal(s) that are aligned with school priorities.

8.7. All teachers receiving an informal or formal observation must be given written feedback within two working days of an informal observation and five working days of a formal observation.

8.8. Schedule of Evaluations

8.8.1. Each employee who does not have permanent status and all state preschool teachers shall be evaluated by the District no less than once each year.

8.8.2. Each unit member with permanent status who has been employed by the District for less than ten (10) years shall be evaluated no less than once every two (2) years.

8.8.3. Teachers with permanent status who have been employed by the school district at least ten (10) years and whose previous evaluation was satisfactory may request to be placed on a 5-year cycle for evaluation. The evaluator and the teacher must mutually agree at the time of the year-end evaluation conference. Either party may withdraw consent at any time. The reason for initial denial and/or withdrawal must be placed in writing.

8.9. The building principal or other management employee responsible for supervising personnel shall serve as the primary evaluator. For teachers in District Special Education programs, the evaluatee or primary evaluator may request support of an administrative designee as co-evaluator in consultation with the Superintendent or designee. The option of a co-evaluator recognizes that expertise in specialized instructional areas may be beneficial to the primary evaluator in evaluating unit members and supporting appropriate professional development. The intent of co-evaluation is to provide additional expertise in professional development and evaluation. Assignment of a co-evaluator will occur in the pre-evaluation goal-setting meeting. Reasons for request denials regarding co-evaluation will be reduced to writing. The following protocols shall be followed whenever an administrative co-evaluator is assigned.

8.10. Notification of any pending collaborative evaluation will be provided by the primary evaluator in writing/email to the unit member with copies forwarded to the co-evaluator (and direct supervisor), the UTPG President, and the Assistant Superintendent of Human Resources.

8.11. The co-evaluator will have authority to observe the unit member independently or with the primary evaluator. Any information shared between co-evaluators must be shared with the unit member being evaluated.

8.12. Any post-observation conference (including the final evaluation meeting) that is based in whole or part on the observation of the co-evaluator will include the presence of both the primary and co-evaluator with the unit member.

8.13. Final evaluation documents developed under this agreement will include signatures of both the primary and co-evaluator.

8.14. An evaluation conducted pursuant to the provisions of this Article shall be put in writing and a copy shall be transmitted to the unit member not later than April 30 of the school year in which the evaluation takes place. The unit member shall have the right to attach a response to the evaluation, which shall become a permanent attachment to the unit member's personnel file. A meeting shall be held between the unit member and the evaluator to discuss the evaluation prior to the last school day for the school year in which the evaluation takes place.

8.15. Should an employee be evaluated as unsatisfactory in any respect, the unit member will be evaluated regularly during the following year unless the unit member is no longer an employee. In addition, at any time during the school year the District may notify an employee in writing that the unit member's job performance is unsatisfactory or that it needs improvement. In this event, the District and the employee shall meet as necessary to discuss specific recommendations for improvement of the employee's performance. The District may require an employee who has received written notice of unsatisfactory performance or needed improvement to participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.

9. Reassignment and Transfer

9.1. **Rationale:** Recognizing that reassignments/transfers can be both beneficial and/or required.

9.1.1 All staffing decisions are to be based on the following:

9.1.1.1 The needs of the District and school site or its students

9.1.1.2 The special skills, talents, credentials, and/or certification required by the assignment and needed by the school.

9.2. **Definitions**:

9.2.1. "Home site" refers to the work location at which a permanent or probationary teacher has worked for more than fifty percent of the immediately preceding work year. Each "home site" will have its own CDS code. (More discussion of "home site" may be found in Article 13.16.4.9)

9.2.2. "District program" refers to a district initiative with its own plan, policies, regulations, guidelines, working agreements or schedule of activities. Examples of district programs include but are not limited to the Goleta Family School, the District Intensive Special Education Program, and Transitional Kindergarten.

9.2.3. "Reassignment" refers to a change of a permanent or probationary teacher's grade-level assignment to another grade level at the same home site.

9.2.3.1 Assigning a teacher to a combination class that includes a grade level to which the teacher was assigned during the previous school year is not a reassignment.

9.2.4. "Transfer" refers to a change of a permanent or probationary teacher's home site and/or District program. Moving in or out of a District program at the same home site is not a transfer. Moving between schools in the same District program is not a transfer.

9.3. Voluntary Reassignment Procedures

9.3.1. Whenever there is a vacancy at a school site, the principal shall solicit volunteers at that site to fill those vacancies.

9.3.2. Voluntary reassignments shall be requested in writing. If the principal denies the reassignment, the principal shall reduce to writing the reasons for the denial, if requested.

9.4. Involuntary Reassignment Procedures:

9.4.1. In the event the principal has not received any written request to fill existing vacancies, the principal may reassign a teacher.

9.4.2. These vacancies shall be filled based on the following: needs of the district; required credentials and/or certification; and district seniority. If all factors are equal, district seniority will be the deciding factor.

9.4.3. Should an involuntary reassignment occur, the principal shall meet with the teacher at the time of reassignment to communicate the reasons. The reasons shall be placed in writing if requested by the teacher.

9.4.3.1.1 Involuntary reassignments shall not span more than three (3) grade levels unless it is done to avoid multiple involuntary reassignments.

9.4.3.1.2 Learning Center Teachers shall be placed no more than three (3) grade levels from the last grade that they taught prior to being a Learning Center Teacher.

9.4.4. Any teacher involuntarily reassigned classrooms shall be entitled to a District paid substitute teacher for two days to assist the teacher in accomplishing the reassignment, or the equivalent of two days of substitute teacher's pay at the lowest day-to-day rate, or one release day and the equivalent of one day sub pay, and shall be assisted by the District in the movement of the teacher's materials and supplies. [Note reference to Involuntary Change of Classroom section].

9.4.5. Involuntary reassignments shall not be made arbitrarily or capriciously.

9.4.6. Any teacher involuntarily reassigned shall not be involuntarily reassigned again for a period of two school years unless all other options have been exhausted.

9.5. Voluntary Transfer During the School Year

9.5.1. In the event that a vacancy occurs following the first student day of the school year, the Human Resources Department shall provide a written notification to unit members of such openings stating that the vacancy will be included in regular transfer rounds for the following school year.

9.5.2. Such vacancies will be filled by a non-permanent, non-probationary employee for the remainder of the regular school year, except for special circumstances as determined by Assistant Superintendent of Personnel and the union.

9.6. Collaborative Staffing Protocols for the Following School Year

9.6.1. The parties agree to support collaborative and transparent dialogue between site administration and bargaining unit members with the intent to balance individual unit members' placement preferences with principals' management authority in determining specific assignments. Such collaborative dialogue will encompass decisions related to grade-level changes and combination classes versus straight grade-level assignments combined with higher class size.

9.6.2. It is not the intent of this article to dictate identical staffing processes at individual school sites. It is the intent of the parties to provide a set of guidelines that support the district and union's commitment to respectful collaboration and communication.

9.6.3. To implement voluntary transfer and collaborative staffing protocols for the following school year, the parties agree to the following general processes, which may be modified to suit individual site needs and preferences upon agreement of site, union, and district leadership:

9.6.3.1 Step one: In April, the principal disseminates, receives, and reviews a district survey eliciting each teacher's two voluntary assignment preferences for the following year and a space for the teacher to indicate any pertinent assignment information. A teacher's failure to complete the survey is indicative of no preference. (See Article 9.4 for procedures regarding involuntary reassignment, i.e., grade-level changes).

9.6.3.2 Step two: Principal develops scenarios based on projected enrollment data.

9.6.3.3 Step three: Scenarios are disseminated. Principals will present their draft proposals for staffing and grade-level structures (i.e., the number of classrooms

at each grade level) to site unit members by the first Monday in May.

9.6.3.4 Step four: This will be followed by a collaborative dialogue, wherein all participants are heard, related to staffing strategies for creation of combination or large classes. This dialogue will include at minimum the site administrator, the leadership team, and affected teachers. Other stakeholders shall be included as pertinent to the needs of the specific site.

9.6.3.5 Step five: Based on projected enrollment data, Title I status, and in consideration of input from the collaborative dialogue, the principal will set the design for staffing and grade-level assignments (i.e., the number of classrooms at each grade level) at least three (3) school days prior to the beginning of transfer rounds. (See Article 9.7.1.2).

9.6.3.6 Step six: Using input from the district survey, tentative grade-level assignments will be issued at least three (3) school days prior to the beginning of transfer rounds. (See Article 9.7.1.2 for date of transfer rounds; see Article 9.4 for procedures regarding involuntary reassignment). Determination of teacher assignments for combination classes shall be based on factors deemed to place the highest priority on the educational needs of the students. Such factors shall include: Prior demonstrated success as a classroom teacher, and willingness to volunteer for, or accept, the assignment. In the absence of candidates based on these priorities, assignments will be made on a rotational basis within the affected grade levels. First year teachers may be exempt from rotation.

9.6.4. If necessary, the collaborative process may include an appeal to the Superintendent for resolution. The appeal and response will be in writing. The Superintendent's resolution will be final and not subject to grievance or appeal.

9.6.5. If enrollment changes significantly prior to the tenth day of school, these site collaborative conversations will occur to amend the design.

9.7. Voluntary Transfer for the Following School Year

9.7.1 In order to implement voluntary transfer for the following school year, the following procedure will be used:

9.7.1.1 Principals will issue tentative grade level assignments by the Friday following the first Monday in May of each school year.

9.7.1.2 Transfer Rounds: No later than the second Monday in May, the District will conduct three rounds of voluntary transfers.

9.7.1.2.1 The first round will consist of no more than four days. Two rounds will follow and not exceed three days each.

9.7.1.2.2 For the initial round, positions currently held by temporary teachers during the school year will be considered open.

9.7.1.2.3 Between rounds, each principal will notify the site's teachers of new vacancies at the site via email, and will have forty-eight hours to consider on- site voluntary reassignments.

9.7.1.2.4 For each round, the District will announce all known vacancies and a deadline for unit members to contact the principal for an interview.

9.7.1.2.5 If a principal assignment changes following the beginning of the third round, an additional round of transfers will be scheduled before the end of the school year if time permits. If time does not permit, the additional round of transfers will be completed within the five-day period before the first day of instruction.

9.7.1.3 Teachers will not need to file an application form in order to be considered for transfer. All permanent and probationary teachers will be automatically eligible to apply for vacancies.

9.7.1.4 All of the teachers who contact the principal by the deadline date shall be interviewed. Following the interviews all applicants will be notified by the Human Resources Department.

9.7.1.5 Upon request, the principal shall provide a letter to an applicant who was not selected providing feedback on the applicant's interview.

9.7.1.6 Nothing shall preclude a qualified teacher from applying simultaneously for more than one existing vacancy.

9.7.1.7 A teacher on leave who notifies the District by March 1st of the teacher's commitment to return for the following school year shall be permitted to participate in the voluntary transfer process.

9.8. Involuntary Transfer

9.8.1. If an involuntary transfer is necessary as the result of declining enrollment or reduction of services at a particular school, such transfer shall be based on the seniority ranking of employees established by the District in accordance with the California Education Code, except where credential requirements and/or the special needs of the program warrant otherwise.

9.8.2. Whenever a teacher has been involuntarily transferred due to declining enrollment, school closure, or reduction of services, the District will make an effort not to subject that unit member to a further involuntary transfer for the same reasons for four years following the date of the initial transfer.

9.8.3. Notice of involuntary transfer due to declining enrollment, school closure, or reduction of services, shall be given as early as possible. If two weeks' notice cannot be given, the District will grant the teacher two days of release time to prepare for the new assignment.

9.8.4. Procedures for involuntary transfer shall either be posted at each school or sent electronically to each unit member prior to any school closure.

9.8.5. A permanent unit member who is involuntarily transferred due to declining enrollment or reduction of services after the last day of a school year and before the first day of a new school year shall be given priority for placement over the most recently hired temporary teacher.

9.8.6. If an assignment of a unit member should result in a condition that is not in the best interest of the students and/or the education program in the school, the principal and unit member shall make every effort to correct the situation. If the condition is not corrected within a reasonable period of time, the principal and/or unit member may request the Assistant Superintendent of Human Resources to attempt to

locate a more suitable assignment for the unit member.

9.8.7. In the case of two unit members each working part-time and sharing one full-time assignment, for the purpose of involuntary transfer they shall each be subject to reassignment based upon the provisions of Article 13.16.

9.8.8. It is the intent that all transfers as set forth above must be in the best interests of the District. [California Education Code Section 35035(c)]

10. Salary

10.1. Negotiated Salary Changes July 1, 2018 through June 30, 2022

10.1.1. Negotiated Salary Increase for the 2018-2019 School Year

10.1.1.1 Whereas the 2018-2019 negotiated agreement provided that "All unit member salaries shall be retroactively increased by 2% beginning July 1, 2018. All unit member salaries shall be increased by an additional 2% beginning February 1, 2019." Therefore, a 3% increase in unit member salary was realized during the 2018-2019 school year and a 1% increase beginning in July of 2019.

10.1.2 Negotiated Salary Increase for the 2019-2020 School Year

10.1.2.1 To effectuate a cumulative 2% for the 2019-2020 school year, all unit member salaries shall be retroactively increased by an additional 1% beginning July 1, 2019. Salary schedules will reflect this change.

10.1.2.2 Notwithstanding the provisions of Article 10.4.1, the Certificated Salary Schedule effective July 1, 2019 will be compacted as follows:

10.1.2.3 The Certificated Salary Schedule effective July 1, 2019 will have 20 steps. This is five (5) steps fewer than the Certificated Salary Schedule effective July 1, 2018. Steps 11, 14, 17, 19, and 22 will be eliminated.

10.1.2.4 Those whose salary placement was on step 10 or 11 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 11 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.5 Those whose salary placement was on step 12 of the Certificated Salary Schedule effective July 1, 2018 will remain on step 12 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.6 Those whose salary placement was on step 13 or 14 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 13 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.7 Those whose salary placement was on step 15 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 14 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.8 Those whose salary placement was on step 16 or 17 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 15 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.9 Those whose salary placement was on step 18 or 19 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 16 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.10 Those whose salary placement was on step 20 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 17 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.11 Those whose salary placement was on step 21 or 22 of the Certificated Salary

Schedule effective July 1, 2018 will be placed on step 18 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.12 Those whose salary placement was on step 23 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 19 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.13 Those whose salary placement was on step 24 or 25 of the Certificated Salary Schedule effective July 1, 2018 will be placed on step 20 of the Certificated Salary Schedule effective July 1, 2019.

10.1.2.14 Neither the State Preschool Salary Schedule effective July 1, 2019 nor the Psychologist Salary Schedule effective July 1, 2019 will be subject to compaction.

10.1.3 Negotiated Salary Increase for the 2020-2021 School Year

10.1.3.1 All unit member salaries shall be retroactively increased by 3% beginning July 1, 2020. All certificated salary schedules will reflect this change.

10.1.4 Negotiated Salary Increase for the 2021-2022 School Year

10.1.4.1 All unit member salaries shall be retroactively increased by 3% beginning July 1, 2021. All certificated salary schedules will reflect this change.

10.1.4.2 All unit members employed by the District at the time of ratification will receive a one-time $3,000 bonus prorated by Full Time Equivalence (FTE). The parties acknowledge a mutual understanding that this bonus is subject to CalSTRS withholding and that contributions based on this bonus will be credited to the Defined Benefit Supplement account rather than the Defined Benefit Program.

10.1.5 Steps on the Certificated Salary Schedule effective July 1, 2019 will not correlate to years of service in the Goleta Union School District.

10.1.6 Retroactive increases will only be applied to the pay of unit members employed by the District at the time of ratification.

10.2. General Requirements

10.2.1 All bargaining unit members shall be placed on the salary schedule and shall be subject to this salary Article with the following exceptions:

10.2.1.1 Doctoral Stipend

An annual stipend of Three Hundred Dollars ($300) shall be paid to unit members who possess an earned doctorate in the field of education upon approval by the Professional Advancement Committee.

10.2.1.2 Dual Language Immersion Program Stipend

Effective July 1, 2020, a teacher of record in the Dual Language Immersion program, who is fully certificated to teach in a language other than English, shall receive a stipend of 3% based on their current salary placement per year of such service. The stipend shall be paid monthly during such assignment. The stipend is in recognition of the additional expertise and responsibilities necessary to implement the Dual Language Immersion program. The parties acknowledge that responsibilities associated with the program will change

over time; consequently, the parties agree to meet and confer as workload issues occur.

10.2.2 The Academic Year as it applies to bargaining unit members means that portion of the fiscal year adopted by the Board of Trustees during which regular school classes are maintained for students plus additional days of related professional duties as mutually agreed upon through the negotiation process.

10.2.3 Bargaining unit members who are required by the District to perform professional services in excess of the 185-day contract year shall be compensated one pro-rata per diem of their regular salary. The Superintendent or designee prior to the performance of service shall approve all service in excess of the 185-day contract year, in order to qualify for compensation.

10.2.4 All bargaining unit members shall place with the Human Resources Department verification of training and experience.

10.2.5 Verification of college training shall be in the form of official college transcripts.

10.2.6 Verification of experience shall be in any form acceptable to the Superintendent or designee.

10.2.7 All bargaining unit members with only a provisional credential (e.g., Short Term Staff Permit, Provisional Intern Permit, Emergency Permit) or internship credential shall be placed at Step 1, in Column C of the Certificated Salary Schedule until such time as the unit member earns a preliminary or clear credential.

10.2.8 All bargaining unit members with preliminary or clear credentials shall be placed at the initial Step and Column of the salary schedule associated with that unit member's position, with the following exceptions:

10.2.8.1 Certificated personnel who are qualified for vertical advancement by reason of experience.

10.2.8.2 Certificated personnel who are qualified for horizontal advancement by reason of advanced education. Only upper division and graduate units are applicable for original placement.

10.3. Previous Experience

10.3.1 For initial placement of newly hired teachers, teaching experience in any public-school system in the United States of America shall be applicable providing the unit member held a Bachelor's Degree from a regionally accredited institution and a valid Credential to provide the services issued by the state in which the teaching occurred during the entire period of time covered by such experience.

10.3.2 For initial placement of all other newly hired unit members (nurses, psychologists, speech language pathologists), licensed professional services rendered in the United States of America shall be applicable providing the unit member held a Bachelor's Degree from a regionally accredited institution and a valid credential/license required to provide the services issued by the state in which the professional services occurred during the entire period of time covered by such experience.

10.3.3 The Assistant Superintendent of Human Resources shall review and evaluate any corresponding professional experiences, such as private school teaching or teaching in

foreign countries, and submit a recommendation to the Superintendent for any credit to be allowed applicants for such experience.

10.3.4 Bargaining unit members shall be granted one vertical step for each year of experience prior to employment by the District up to a maximum of six (6) years. Initial placement shall not be beyond Step 7.

10.4. Vertical Advancement

10.4.1 After initial placement, a bargaining unit member shall be granted one vertical step for each year of service to Goleta Union School District, provided the unit member works at least fifty percent (50%) time and for at least seventy-five percent (75%) of each established school year. Time spent on sick leave, bereavement leave, and industrial accident or illness leave, or other leaves for which salary benefits are provided by the District, and for military leave during the period of employment by Goleta Union School District shall count as service for purposes of vertical advancement.

10.4.2 A person who is reinstated as a certificated employee on a regularly employed basis in a qualifying position within thirty-nine (39) months after the unit member's last day of paid service shall be restored to the unit member's former placement on the salary schedule.

10.5. Horizontal Advancement

10.5.1 After initial placement, advancement horizontally from column to column is based on semester units of upper division or graduate college credits earned from accredited institutions after the granting of the Bachelor's Degree.

10.5.2 Quarter units of college credit shall have two-thirds (2/3) of the value of semester units of college credit.

10.5.3 Bargaining unit members shall move horizontally in accordance with the requirements of the then existing salary schedule.

10.5.4 Course work taken for horizontal movement must be submitted to the Professional Advancement Committee for approval.

10.6. Other Advancement

10.6.1 Bargaining unit members may be granted credit towards advancement on the salary schedule for planned travel in lieu of college credit under the following conditions:

10.6.2 For purposes of salary credit, planned travel shall be approved in advance by the Professional Advancement Committee.

10.6.3 Bargaining unit members may be granted credit towards advancement on the salary schedule for research work. To be granted salary credit, all research shall be approved in advance by the Professional Advancement Committee.

10.6.4 Bargaining unit members shall be placed on the appropriate step in Column D or E upon verification of a Master's Degree or appropriate units from an accredited institution.

10.6.5 Column D requires at least forty-five (45) semester units of college credit after receipt of a Bachelor's Degree; or a Master's Degree.

10.6.6 Column E requires at least sixty (60) semester units of college credit after receipt of a Bachelor's Degree; or a Master's Degree and an additional fifteen (15) semester units beyond this degree.

10.7. Professional Advancement Committee

10.7.1 Committee Membership

The Committee will be composed of certificated employees of the District selected as follows: three (3) members of the bargaining unit designated by the Association, two (2) management employees designated by the Superintendent, and the Assistant Superintendent of Human Resources who shall coordinate the work of the Committee.

10.7.2 Committee Guidelines

10.7.2.1 The Committee shall grant automatic approval for:

a) Upper-division or graduate courses, which clearly benefit the students in the applicant's classroom, or contribute to the applicant's assignment in the District;

b) A university extension course in the field of elementary education;

c) A graduate or upper-division course in the field of elementary education;

d) Continuing Education Units (CEU's) granted through professional organizations such as the American Psychological Association, American Speech & Hearing Association, California Speech & Hearing Association, California State Nursing Association, granted to their members for updating their skills;

e) A course taken to fulfill requirements of a program leading to an advanced degree or credential in the field of elementary education.

10.7.2.2 The following must be submitted to the Committee for approval:

a) Any course not listed in Section A above;

b) Proposals for research and curriculum development projects that would be beneficial to the education of the children of Goleta Union School District;

c) Travel, which would enhance the education of the children of Goleta Union School District;

d) Any approved District in-service or approved professional meeting on a ratio of forty-five (45) cumulative hours of instruction and/or outside preparation to one (1) semester unit.

10.7.3 Timeline

10.7.3.1 Accumulated course credit, not immediately applicable for horizontal

movement on the salary schedule:

Submit Application for Salary Schedule Credit to Committee. It is recommended, but not required, that this be done prior to taking the course in order that the employee may be assured that the course will be approved for eventual salary credit. The Committee shall respond to an application by the 15th of each month on those applications submitted by the 1st of the month. For those applications submitted after the 1st of the month, the Committee shall respond by the 1st of the next month. Exceptions to this rule may be granted by the Committee. If applicant does not accept the decision of the Committee, the unit member may appeal to the Superintendent or designee.

10.7.3.2 Course work which will result in horizontal movement on the salary schedule for the coming school year:

a) Submit Application for Salary Schedule Credit and Application for Salary Advancement to Committee by May 15th Tentative plans for completing the required number of units must be included. No exceptions to the May 15th deadline will be made.

b) All course work must be verified by September 1st by submitting official transcripts or grade records to the Human Resources Department.

10.8. Method of Payment

Bargaining unit members employed for a complete school year shall have the option to receive their annual salary in ten (10) equal payments or have summer pay withheld and receive twelve (12) payments.

10.9. Voluntary Reduced Workload/Pre-Retirement program

10.9.1 Under the terms and conditions of this Article, qualified certificated employees may reduce their workload from full-time to part-time duties.

10.9.2 Application for participation in this program shall be made through the Human Resources Department by March 1st of each year. No more than three percent (3%) of the certificated staff may participate in this program in any one school year.

10.10. Eligibility

10.10.1 In order to apply for participation in this program, a certificated employee must meet the following criteria:

10.10.1.1 Attainment of age fifty-five (55) prior to commencement of the reduction in workload;

10.10.1.2 Employment in a full-time certificated position for at least ten (10) years in the District, including the immediately preceding five (5) years;

10.10.1.3 Employment in a position with a salary no higher than that of a school principal.

10.11. Conditions

10.11.1. The request for a reduced workload must be initiated in writing by the employee and formalized by a written agreement prior to commencement of the period of reduced service.

10.11.2. Once commencing participation in this program, an individual may not return to full-time employment in the District without the express consent of the District.

10.11.3. Assignment of duties in the program shall be made by the District to meet the needs of students and programs.

10.11.4. Approval of an application for reduced workload will be based upon District needs. In the event of a denial, the applicant shall have the right to reapply for entry into the program at a later date.

10.11.5. Participation in this program is limited to a maximum of five years.

10.11.6. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's Offer of Employment during the final year of service in a full-time position.

10.11.7. The employee and employer will contribute to the State Teachers' Retirement System in the same amount as they would under full-time employment, based on the compensation, which would have been earned for full-time employment, and the employee shall receive retirement credit for a full year of service.

10.11 Benefits

10.11.1 The unit member shall be paid a salary and shall earn sick leave, which are the pro- rata share of the salary and sick leave benefits, which the unit member would be earning in full-time employment.

10.11.2 The employee shall receive health benefits in the same manner as a full-time employee.

10.11.3 Employee’s salary shall be determined according to the unit member’s regular placement on the District salary schedule. Increments and other increases shall be applied in the same manner as if the employee were working full time, except that the salary shall be on a pro-rata basis.

10.11.4 Enrollment in this program does not preclude the employee's option of retirement at any time if the unit member is otherwise eligible.

11. Fringe Benefits

11.1. The District will make available health and welfare benefits for unit members for the 2017-2018 school year. For full-time unit members, the District will contribute a maximum of $4,000 (Single), $7,300 (Two-Party) and $11,500 (Family) toward the purchase of health plans.

11.2. The District, with active participation of employee representatives, will continue to pursue alternative medical benefit options for the future.

11.3. For part-time unit members, whose initial date of employment occurred after September 1, 1980, the District's premium contribution shall be a pro-rata portion of the above amount equal to the percentage of the unit member's assignment, with the unit member paying the remaining pro-rata portion of the premiums.

11.4. Each unit member shall select a medical benefit program prior to October 1 of each year, and may not change carriers prior to September 30 of the following year.

11.5. Any unit member, upon retirement, shall be entitled to participate in any District health and welfare benefit program that is available to retirees at that time, subject to the following conditions:

11.5.1. The minimum age for such participation shall be fifty-five (55);

11.5.2. All premiums shall be paid by the retired unit member, at retiree rates established annually by the District.

12. Travel

12.1. Any member of the bargaining unit who is required to use the unit member's private vehicle on District business shall be reimbursed at the rate established by the District for all miles driven on behalf of the District, provided that the bargaining unit member submits a claim for travel reimbursement.

12.2. Stipends. For special services support staff who travel between sites on a regular basis, the District will provide a regular stipend that approximates their mileage reimbursement for their regularly scheduled travel. In addition, a mileage stipend will be provided for those who travel irregularly from site to site responding to emergencies or crises, e.g., full-inclusion specialists. The stipends will be based on average historical reimbursement levels.

12.3. A stipend of $15/month will be provided for selected support staff members (nurses, full-inclusion specialists, certain psychologists) who use personal cell phones for work purposes. This provision will be effective on November 1, 2002.

13. Leaves

13.1. Leave of Absences

13.1.1. All employees on an approved leave of absence, partial or full, must notify the Human Resources Department of their intentions to return or not to return by March 15th.

13.2. Verification of Absence for Illness or Injury

13.2.1. In the event that the District has cause to believe that a unit member is abusing sick leave, the District may require said unit member to obtain verification from a doctor or practitioner for any leave taken after notice of such requirement is given. For absences caused by illness or injury, which may impact upon the unit member's ability to perform assigned duties, the District may require a physician's clearance for the unit member to return to the unit member's assignment.

13.3. Sick Leave (EC44978)

13.3.1. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full time shall be entitled to a prorated portion of ten (10) days leave as related to a regular work year.

13.3.2. Unused Sick Leave as authorized in this article shall accumulate from year to year.

13.3.3. The District may request a unit member to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work after an absence of five (5) days. Should a specific occasion and good reason require a doctor's certification in absences of less than five (5) days, the District reserves the right to request such information.

13.3.4. In situations where a unit member is absent for less than a full day, when the unit member's assigned schedule allows the possibility, the unit member will have sick leave deducted in half-day increments. If a unit member is absent for a half-day or less, a half-day of sick leave will be deducted. If a unit member is absent for more than a half-day but less than a full day, a full day of sick leave will be deducted.

13.3.5. Unit members shall comply with the directions for the automated substitute service.

13.3.6. If a unit member is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the unit member's final warrant.

13.4. Personal Necessity Leave (EC44981)

13.4.1. Personal Necessity Leave (PNL) shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, or that cannot be taken care of after work hours or on weekends. It shall include but not be limited to the following:

13.4.1.1 Illness of a member of the employee's immediate family;

13.4.1.2 Death of a member of the immediate family. PNL taken for this purpose shall be in addition to any bereavement leave allowable.

13.4.1.3 Death of a close personal friend or a member of the employee's family not defined as an "immediate member of the family";

13.4.1.4 An accident involving the employee's property or the person or property of any member of the employee's immediate family;

13.4.1.5 Court appearance as a litigant;

13.4.1.6 Emergency and/or reasons of compelling personal importance. Such leave will not be used for actions detrimental to the District.

13.4.2. Advance permission for absence under the provisions of this section shall be obtained by the employee from designated District management personnel except in cases where such absence is caused by the illness or death of a member of the unit member's immediate family or because of an accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, or where there is an emergency situation of a personal nature where obtaining such permission is not feasible.

13.4.3. A full-time unit member may take up to seven (7) days of Personal Necessity Leave (PNL) as follows:

13.4.3.1 A full-time unit member may take up to seven (7) days without specifying the reason at the time of the request. The reason for the leave must fit the definition of personal necessity stated above.

13.4.4. Part-time unit members' maximum PNL will be pro-rated in accordance with the above.

13.4.5. PNL shall not be accumulated from year to year.

13.4.6. All such PNL shall be charged to the unit member's accumulated sick leave.

13.5. Personal Absence Leave

13.5.1. An employee who is entitled to sick leave may use a maximum of three (3) days per year of sick leave, for which no other leave is available, as Personal Absence Leave (PAL). PAL days shall not be used for work stoppage, other concerted activities, nor gainful employment and may not be used to extend vacation times occurring during the school year (e.g., Friday before Memorial Day or Monday after winter break). The dates on which PAL days may be taken shall require advance approval by the unit member's supervisor. The supervisor will approve the leave within 72 hours of receiving the request. The employee will make every reasonable effort to inform the administrator five working days in advance. Unless there is a shortage of substitutes at the time of the request, no other restrictions may apply.

13.6. Extended Sick Leave (EC44977 & EC44978.1)

13.6.1. After all accumulated leave as set forth in Article 13.2. is exhausted, extended sick leave shall be available for a period, not to exceed five (5) work months. The amount deducted for leave purposes from the unit member's salary shall be according to the District Day-to- Day/Long-Term Substitute Teacher Salary rates. The five-month period shall begin after the last day of expiration of the accumulated sick leave.

13.6.1.1 The amount deducted shall not exceed fifty percent (50%) of the unit member's contract salary rate.

13.6.1.2 The published cost will be based on the assignment (e.g., day-to-day or long-term) rather than the characteristics of the substitute (e.g., Emergency 30-day Substitute Permit holder or fully credentialed CalSTRS annuitant).

13.6.2 If the unit member is medically able to return during or after the extended leave is exhausted, the unit member shall be returned to a position for which the unit member is credentialed and qualified. Every effort shall be made to return the unit member to the same position.

13.7. Quarantine Leave (EC44964)

13.7.1 A unit member shall be granted leave of absence without loss of pay or accumulated sick leave for absences due to being quarantined as a result of the unit member's contact with persons having a contagious disease while performing assigned duties.

13.8. Industrial Accident Leave (EC44984)

13.8.1 Unit members will be entitled to industrial accident leave according to Education Code §44984 for personal injury, which has qualified for workers' compensation insurance.

13.8.2 The benefits in this paragraph are in addition to sick leave benefits. Accordingly, the employer shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an accident or illness, which qualifies as an industrial accident or illness, until the unit member has exhausted all industrial accident or illness leave.

13.8.3 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employees would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

13.9. Bereavement Leave (EC44985)

13.9.1 A unit member shall be entitled to a maximum of five (5) days of leave of absence without loss of salary for the death of any member of the unit member's immediate family.

13.9.2 The term "immediate family" is defined as: spouse; parent; parent-in-law; child; sibling; grandparent; grandchild; step parent; step child; foster parent; foster child; those in guardianship relationships; partners; and spouse or partner of the aforementioned, as applicable; or any individual living in the immediate household of the employee.

13.10. Parental Bonding Leave (EC44977.5)

13.10.1 Unit members are entitled to Parental Bonding Leave (commonly called "baby bonding") for the birth of the employee's child or placement of a child with the employee for adoption or foster care, for up to 12 workweeks, if the following criteria are met:

13.10.1.1 The unit member has been employed by the District—and actually worked, merely being in paid status is insufficient—in any represented or unrepresented capacity for at least a total of 12 months (which do not have to have been consecutive) prior to commencing the Parental Bonding Leave.

13.10.1.2 The unit member has not already exhausted the 12 workweeks of leave guaranteed under the California Family Rights Act (CFRA).

13.10.2 Parental Bonding Leave must be completed within one year of the birth, adoption, or foster care placement of the child.

13.10.3 For an eligible non-birthing bargaining unit member, the 12-workweek Parental Bonding Leave shall commence on the first day of such leave.

13.10.4 For an eligible birthing bargaining unit member, the 12-workweek Parental Bonding Leave shall commence on the first day of such leave but, in no case, prior to the conclusion of Pregnancy Disability Leave.

13.10.5 The 12-workweek Parental Bonding Leave shall run concurrently with the unit member's current and accumulated paid sick leave (whether the unit member birthed or not).

13.10.5.1 If a unit member exhausts all current and accumulated sick leave prior to the expiration of the 12-workweek Parental Bonding Leave, and continues to be absent from duty on account of Parental Bonding Leave, the unit member shall receive differential pay (the unit member's regular salary minus the published cost of a day- to-day or long-term teacher substitute) for the rest of the 12-workweek period.

13.10.5.1.1. The published cost will be based on the assignment (e.g., day-to-day or long-term) rather than the characteristics of the substitute (e.g., Emergency 30- day Substitute Permit holder or fully credentialed CalSTRS annuitant).

13.10.5.1.2. In no case, shall the unit member be compensated less than 50 percent of the unit member's regular salary for the remaining portion of the 12- workweek period of parental leave.

13.10.6 The 12-workweek Parental Bonding Leave shall run concurrently with other applicable paid leaves (e.g., regular sick leave) and unpaid leaves (e.g., CFRA).

13.10.7 If two-unit members are eligible for Parental Bonding Leave to bond with the same child, each will be eligible for up to 12 workweeks of Parental Bonding Leave, i.e., the 12 workweeks need not be shared by co-parenting unit members.

13.10.8 The District shall be provided with at least thirty (30) calendar days prior notice of intent to take or return from Parental Bonding Leave, or as soon as practical.

13.10.9 A unit member shall not be provided more than one 12-workweek period of Parental Bonding Leave per Leave for Pregnancy Disability or adoption, maternity, paternity, or foster care leave in a 12-month period. However, if a school year terminates before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year.

13.10.10 The 12-workweek Parental Bonding Leave must be taken in blocks of at least a two-week duration, except on two occasions.

13.10.11 Use of the 12-workweek Parental Bonding Leave does not count against the 5-work month differential pay leave available for a certificated employee's own illness.

13.11. Unpaid Leaves for Family-Related Issues

13.11.1 The District agrees to comply with the applicable provisions of: the Pregnancy Disability Leave

Act (PDLA) (Government Code Section 12945 & Education Code 44965); the Family and Medical Leave Act (FMLA) (Government Code Section 12945.2 & 29 U.S.C. §2601, et seq.); and the California Family Rights Act (CFRA) (Government Code Section 12945.2).

13.11.2 Although these leaves are unpaid, the District shall continue to make its standard contribution toward health insurance coverage and, in most cases, the unit member who takes these leaves has the right to reinstatement upon return.

13.11.3 Pregnancy Disability Leave Act (PDLA)

13.11.3.1 Unit members are entitled to a maximum of 4 months of unpaid PDLA whenever the unit member becomes disabled by pregnancy, childbirth, or related medical conditions. Each unit member is eligible at the time of hire.

13.11.3.2 This leave runs concurrently with other applicable paid leaves (e.g., the 5-work month differential pay leave available for a certificated employee's own illness) and unpaid leaves (e.g., FMLA).

13.11.4 Family and Medical Leave Act (FMLA)

13.11.4.1 Eligible unit members may take up to 12-work weeks of FMLA leave during a 12-month period.

13.11.4.2 This leave may be taken for any of the following reasons: disabilities due to pregnancy or childbirth; care of the employee's newborn child and consequent child- bonding; adoption or foster care of a child and consequent child-bonding; care of a spouse, child, or parent who has a serious health condition, including disabilities due to pregnancy or childbirth; or employee's own serious health condition.

13.11.4.3 To qualify for unpaid FMLA leave the unit member must be employed by the District for 12 months and have actually worked at least 1,250 hours during the previous 12 months—merely being in paid status is insufficient.

13.11.4.4 This leave runs concurrently with other applicable paid leaves (e.g., the 5-work month differential pay leave available for a certificated employee's own illness) and unpaid leaves (e.g., CFRA leaves unrelated to pregnancy).

13.11.4.5 FMLA-based child-bonding may only be taken over one continuous period.

13.11.5 California Family Rights Act (CFRA)

13.11.5.1 Unpaid CFRA leave is permitted for the same eligibility and reasons as under the FMLA, except for the following circumstances: an employee's own serious health condition does not include the employee's disability leave on account of pregnancy or related medical conditions.

13.11.5.2 This leave runs concurrently with other applicable paid leaves (e.g., the 12-week differential pay leave available to employees for parental bonding) and unpaid leaves (e.g., FMLA leaves unrelated to pregnancy).

13.11.5.3 CFRA-based child-bonding must be taken in blocks of at least a two-week duration, except on two occasions.

13.12 Rights to Reinstatement and Maintenance of Benefits

13.12.1 Upon granting an employee's request for leaves in Articles 13.10 and 13.11, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

13.13 Intermittent Leave/ Reduced Leave Schedule

13.13.1 Leave related to the serious health condition of the employee or the unit member's child, parent, spouse, or partner may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious medical condition. (29 USC 2612; 2 CCR7297.3)

13.13.2 If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave that the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

(cf. 4113.4/4213.4/4313.4 – Temporary Modified/Light-Duty Assignment)

13.14 Catastrophic Sick Leave Bank

13.14.1 The Association and the District establish a catastrophic sick leave bank with the following provisions:

13.14.2 Definition: Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate a unit member for at least ten (10) working days and incapacitate the unit member beyond the exhaustion of accumulated sick leave.

13.14.2.1 Verification shall set forth the diagnosis, prognosis and expected length of absence.

13.14.2.2 To qualify, the time off work must create a financial hardship for the unit member because the member has exhausted all accumulated sick leave.

13.14.3 Membership and Contributions: Unit members may voluntarily become members of the bank by making a contribution of accrued sick leave under the following conditions:

13.14.3.1 Initial contributions are made in writing.

13.14.3.2 Contributions are irrevocable once a unit member has become a member of the bank.

13.14.3.3 Contributions may be made only from a unit member's accrued sick leave and shall be deducted from said leave balance.

13.14.3.4 Contributions may be made only between September 1 and September 30 of any given year, except for unit members returning from leave who may contribute to the bank within ten (10) calendar days of return from leave, and new employees who may contribute within thirty (30) calendar days of employment.

13.14.3.5 The contribution in the first year of membership is one day. Members may continue membership in succeeding years by contributing one-half day if the

Association deems it necessary. The minimum unit of contribution shall be one-half day.

13.14.3.6 On September 1 of each year, the Association will determine whether additional contributions are required to replenish the bank. When the total reserves of the bank fall below 100 days, the Association will notify members that an additional ½ day will be deducted from their accrued sick leave. If a member does NOT wish the ½ day deduction from the unit member's sick leave, the unit member must notify the District in writing and in so doing withdraw from the membership in the bank. Any previous contributions the unit has made in previous years remain in the bank.

13.14.4 Committee: The Catastrophic Sick Leave Bank Committee, composed of three Association members, shall be responsible for considering requests from members for grants of catastrophic sick leave. The Committee shall notify the Assistant Superintendent of Human Resources. All matters before the Committee shall be kept confidential.

13.14.5 Grants: The Committee may grant approval of a catastrophic sick leave grant to a unit member under the following conditions:

13.14.5.1 The unit member is a member of the bank and submits a request in writing. The unit member has exhausted all accumulated sick leave.

13.14.5.2 The unit member's illness or injury conforms to the definition of catastrophic illness or injury set forth in this section and the individual's condition is verified by a physician's written statement.

13.14.5.3 The unit member's inability to work is acknowledged by the District.

13.14.5.4 A maximum of four grants of ten (10) workdays each may be permitted for one individual per school year.

13.14.5.5 Requests will be considered and acted upon on a first-come, first-served basis.

13.14.6 The District shall deduct one day from the bank for every day used by a member.

13.14.7 The total amount that may be drawn from the bank by the entire bargaining unit in any one school year may not exceed one hundred (100) days or the balance in the bank, whichever is smaller.

13.14.8 The bank shall carry its balance from year to year.

13.14.9 The Association shall hold the District harmless in all matters pertaining to the Catastrophic Sick Leave Bank and agrees to pay to the District all legal fees and legal costs incurred by the District in defending any actions brought against the District in these matters.

13.14.10 The intent of this particular leave is to unit members with economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

13.14.10.1 Elective Surgery

13.14.10.2 Personal Necessity Leave

13.14.10.3 Normal Pregnancy

13.14.10.4 Bereavement

13.15 Leaves for Judicial and Official Appearances

13.15.1 The District shall grant leaves of absences to unit members to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

13.15.2 The District shall grant leaves of absence to unit members regularly called for jury duty in the manner provided for by law.

13.15.3 The District shall grant such leaves of absence with pay. The unit member shall promptly reimburse the District for any jury or witness fees received.

13.16 Job-Sharing

13.16.1 Classroom teachers may be able to share an assignment with another classroom teacher. A teacher would need to apply for a part-time leave of absence and meet the following criteria:

13.16.1.1 The request would be to reduce the assignment from full-time to part-time;

13.16.1.2 The two individuals would have to work out a joint proposal regarding the one position that the two would share;

13.16.1.2.1 The joint proposal shall include, at a minimum, how the job share partners plan to:

13.16.1.2.1.1. Benefit students through their collaboration;

13.16.1.2.1.2. Communicate with administration, colleagues, families, and each other;

13.16.1.2.1.3. Develop and implement cohesive behavioral systems for students; and

13.16.1.2.1.4. Allocate responsibility for professional day duties, such as program development, professional growth activities, parent conferences, faculty and District meetings, Individualized Education Program (IEP) meetings, Professional Learning Community (PLC) participation, special help to student(s), and other assignments that are determined by management to be necessary for the efficient operation of the District.

13.16.1.3 The two individuals developing the proposal would have to be in permanent status the year in which they apply;

13.16.1.4 The request would need to be accompanied by a statement from the site principal approving the shared assignment; and

13.16.1.4.1 If the principal denies the request, the principal shall, upon the unit member's request, notify both unit members of the reasons for the denial in writing. The principal's determination will be final and not subject to grievance or appeal.

13.16.1.5 The District agrees to the job-sharing arrangement.

13.16.1.5.1 If the District denies the request, the District shall, upon the unit

member's request, notify both unit members of the reasons for the denial in writing. The District's determination will be final and not subject to grievance or appeal.

13.16.1.6 The job-sharing process must be completed with Personnel by March 15. Exceptions due to unforeseen circumstances will be considered on an individual basis.

13.16.2 Wages, benefits and paid leaves shall be pro-rated for teachers in job-sharing assignments.

13.16.3 Starting on February 1, the District shall post and update a list of unit members who are interested in job-sharing and who give their permission for their names to be listed. Participation in this list is not a prerequisite to job share eligibility.

13.16.4 In the event that a job share arrangement terminates, the right to remain at the school at which the job-share occurred, the "home school," shall be determined as follows:

13.16.4.1 The partner who teaches more than 50% of the job share shall have the right to remain at the school unless no position is available due to a reduction in staff at the school.

13.16.4.2 The partner who teaches less than 50% shall be assigned through the annual voluntary transfer process or assigned following the transfer process by the Assistant Superintendent of Human Resources. (Refer to Article 9 for a fuller discussion of Transfer Rounds). .

13.16.4.3 If both partners teach 50%, then the partner with the highest seniority at the site shall have the right to remain at the school unless no position is available due to a reduction in staff at the school.

13.16.4.4 The other partner shall be assigned through the annual voluntary transfer process or assigned following the transfer process by the Assistant Superintendent of Human Resources.

13.16.4.5 If both 50% partners have equal site seniority, the partner with the highest seniority in the District shall have the right to remain at the school unless no position is available due to a reduction in staff at the school.

13.16.4.6 The other partner shall be assigned through the annual voluntary transfer process or assigned following the transfer process by the Assistant Superintendent of Human Resources.

13.16.4.7 If both 50% partners have equal site and district seniority, a lottery shall be conducted between the partners to determine the one who has the right to remain at the school unless no position is available due to a reduction in staff at the school.

13.16.4.8 The other partner shall be assigned through the annual voluntary transfer process or assigned following the transfer process by the Assistant Superintendent, Human Resources.

13.16.4.9 If there is no position available at the "home school" due to a reduction in staff, both job partners shall be assigned through the annual voluntary transfer process or assigned following the transfer process by the Assistant Superintendent, Human Resources.

13.17 Military Leave

13.17.1 Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.

13.17.2 Unit members shall, insofar as possible, arrange intermittent periods of temporary military duty at times when the regular schools of the District are not in session.

13.18 Sabbatical Leave

13.18.1 A sabbatical leave of absence for a period not to exceed one school year may be granted a unit member for the purpose of permitting professional study, travel, or research, subject to the following conditions:

13.18.1.1 The unit member shall have rendered at least seven (7) consecutive school years of service to the District immediately preceding the school year for which sabbatical leave is requested.

13.18.1.2 A sabbatical leave of absence is an opportunity to prepare for improved service that will benefit the schools and students of Goleta Union School District. The unit member requesting sabbatical leave shall therefore develop, present, and arrange to fulfill a program of activity that will be of benefit to the schools and students of the District, and upon return from sabbatical leave shall present a report to the Superintendent or designee verifying compliance with the accepted program of activity.

13.18.1.3 The number of employees on sabbatical leave during any one school year shall not exceed two percent (2%) of the total number of certificated employees in the District.

13.18.1.4 A unit member on sabbatical leave is considered to be a regular employee of the District insofar as placement on the salary schedule, fringe benefits, and other rights are concerned. Time on sabbatical leave shall be counted toward retirement in the same manner that a year of active service shall count. An employee shall receive full- time service credit toward retirement for a period of sabbatical leave providing the employee pays to the retirement system additional contributions based on the compensation which is the difference between compensation earned and the compensation earnable during the period of sabbatical leave. The District shall pay the amount it normally would be required to pay as employer during the sabbatical leave.

13.18.1.5 Unit members on sabbatical leave shall receive seventy-five percent (75%) of their normal contract salary.

13.18.1.6 Excepting for reasons of death, or physical or mental disability, the unit member shall be required to serve the District for at least two years following the unit member's return from sabbatical leave. The unit member shall indemnify the Board of Trustees against loss in the event the unit member fails to render service by furnishing in advance of the sabbatical leave a suitable bond, paid for by the unit member.

13.18.2 Application

13.18.2.1 Application for sabbatical leave shall be made in accordance with a timeline and on forms to be adopted each school year by the Board of Trustees. Any unit member who has completed seven or more consecutive years of service with Goleta Union School District is eligible to apply for sabbatical leave. The Board of Trustees will announce successful applicants for sabbatical leave by March 1st of each year, unless the Board, in its discretion, decides not to grant any sabbatical leaves in any given school year. The determination of whether to grant sabbatical leave rests solely with the Board of Trustees, and the existence of this section shall not be construed to mean that sabbatical leave must be granted. The granting of any sabbatical leave shall be based solely upon the criteria of benefit to the students of Goleta Union School District.

13.18.3 Interruption of Leave

13.18.3.1 If a unit member on sabbatical leave suffers an accident or illness causing an interruption of the stated activity for which the leave was granted, the unit member shall notify the Superintendent or designee within two weeks of such accident or illness. Such notification must include a doctor's verification of the unit member's physical condition.

13.18.3.2 Serious accident or illness suffered during the period of leave shall not affect the amount of compensation to be paid to the unit member.

13.18.4 Required Duties and Reports

13.18.4.1 A unit member granted sabbatical leave shall enter into a written agreement with the Board of Trustees stipulating the purpose of the leave, the work and/or study to be undertaken while on leave and any reports and/or duties required of the unit member while on leave or following the unit member's return to the District.

13.18.4.2 The application form submitted shall be a part of such agreement and shall state in reasonable detail the benefits that will accrue to the District and the method by which such benefits shall be provided. Any amendments, modifications, or changes in the agreement must be approved by the Board of Trustees, and may not be made unilaterally by the unit member.

13.18.5 Return to Duty

13.18.5.1 Following the period of sabbatical leave, a unit member shall be permitted to return to the unit member's former school and teaching assignment unless: (a) a request is submitted and granted for transfer to another assignment, or (b) there is a reduction in the size of the school staff. The seniority ranking of a unit member on sabbatical leave shall not be affected by the leave.

13.18.6 Sabbatical Leave Review Committee

13.18.6.1 The seven-member Sabbatical Leave Review Committee shall be comprised of three unit members selected by the Association, three management employees selected by the Superintendent, and the Assistant Superintendent, Human Resources.

13.19 Unpaid Leave

13.19.1 Such leaves are permissive with the District, except for leave for one person from the

Association, which leave shall be granted if requested, without pay for up to one year, for Association business.

13.19.2 An employee who takes unpaid leave for a period of more than four (4) months shall lose seniority at the employee's site. The four-month period does not include pregnancy disability or family leave.

14. Safety

14.1 The District will make reasonable efforts to provide a safe working environment for members of the bargaining unit.

14.2 Unit member(s) shall notify the immediate supervisor in writing concerning an unsafe or hazardous condition in the District directly affecting unit member safety. The District shall acknowledge receipt of such a report within five (5) working days.

14.3 The District shall assume the responsibility to investigate any condition which is reported in writing to be unsafe or hazardous, and shall take necessary steps to have such verified conditions remedied, within the scope of its work-power and financial resources.

14.4 In the event the situation is not remedied to the satisfaction of the complainant within twenty (20) District working days of submission of the written complaint, the matter may be appealed in writing to the Superintendent.

14.5 In the event the situation is not remedied to the satisfaction of the complainant within twenty (20) District working days of appeal to the Superintendent, the matter may be appealed in writing to the Board of Trustees.

14.6 The District safety committee shall include two (2) representatives from each of the following—the classified unit, the certificated unit, and administrators. The representatives from the certificated unit shall be appointed by the UTPG President or designee. The committee shall meet during normal business hours, as needed.

15. Concerted Activities

15.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

15.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

15.3 The Association shall be liable for its contractual obligations under this Article until it has fully complied with its statutory negotiating obligations in connection with the re-openers provided for in Article XVII ("Term"), and in connection with the negotiating of a successor Agreement after the completion of the term hereof.

16. Completion of Meet and Negotiation

16.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement, or any subject or matter referenced by either or both the District or the Association at the time they met and negotiated on and executed this Agreement, with the exception of the fourth and fifth paragraphs of this Article.

16.2 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices, and State laws to the extent permitted by State law.

16.3 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

16.4 If the legislature expands the scope of representation during the term of this Agreement for an exclusive agent by amending the California Government Code Section 3543.2, and the District intends to take unilateral action on an item specifically dealt with by the legislative decision, then negotiations will reopen on that specific item on the next anniversary date of the Agreement. In addition, any proposed changes in written policy having a significant impact on all members of the bargaining unit that fall within scope of representation will be negotiated upon request.

16.5 If, during the term of the Agreement, the District is found not to have complied with the sixty percent (60%) requirement of Education Code Section 41372, and the District concurs in such determination, then the District shall so notify the Association; thereafter, upon written request from the Association, provided such request is submitted within ten (10) days following the District's notice, the District shall meet and negotiate with the Association concerning the deficient amount.

17. Term

17.1 This Agreement shall remain in full force and effect up to and including June 30, 2022 , and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15th of its request to modify, amend, or terminate the Agreement.

17.2 It is agreed by both parties that at the request of either party they shall meet and negotiate changes in Article X: Salary, in Article XI: Fringe Benefits, and in one article of each party's choice for the 2020-2021 and 2021-2022 school years. Any such request to meet and negotiate on said Articles shall be submitted in writing to the other party no later than March 15th of the year preceding the fiscal year subject to such negotiation.

For the District:	For UTPG
President, Board of Trustees	President, UTPG
District Superintendent	CTA Field Representative
Member, Negotiating Team	Member, Negotiating Team
Member, Negotiating Team	Member, Negotiating Team
Member, Negotiating Team	Member, Negotiating Team
Member, Negotiating Team	Member, Negotiating Team
Member, Negotiating Team	Member, Negotiating Team

Goleta Union School District

Certificated Salary Schedule

Effective July 1, 2020
(Proposed)

Step	Bachelor's Degree + 0-44 Upper Division or Graduate Semester Units	Bachelor's Degree + 45 Upper Division or Graduate Semester Units or Master's Degree	Bachelor's Degree + 60 Upper Division or Graduate Semester Units or Master's Degree + 15 Graduate Semester Units
	C	D	E
1	55,453	59,007	66,269
2	58,045	62,163	69,656
3	60,941	65,298	73,041
4	63,851	68,445	76,416
5	66,746	71,589	79,804
6	69,656	74,729	83,214
7	72,555	77,873	86,581
8	75,466	81,022	89,967
9	78,362	84,159	93,352
10	78,362	87,309	96,743
11	78,362	87,309	96,743
12	78,362	90,452	100,129
13	78,362	90,452	100,129
14	78,362	93,599	103,516
15	78,362	93,599	103,516
16	78,362	96,741	106,901
17	78,362	96,741	106,901
18	78,362	99,884	110,284
19	78,362	99,884	110,284
20	78,362	103,030	113,675

Goleta Union School District

State Preschool Salary Schedule

July 1, 2020
(Proposed)

Step	Permit	B.A. & Permit	B.A. & Permit + 15 Semester Units	B.A. & Permit + 30 Semester Units	B.A. & Permit + 45 Semester Units
	A	B	C	D	E
1	28,676	30,437	32,193	33,951	35,706
2	29,854	31,686	33,516	35,347	37,174
3	31,080	32,985	34,889	36,791	38,695
4	32,358	34,334	36,321	38,300	40,285
5	33,681	35,747	37,808	39,869	41,935
6	35,061	37,212	39,361	41,510	43,654
7	36,499	38,737	40,975	43,211	45,446
8	37,997	40,328	42,651	44,979	47,313
9	39,552	41,982	44,400	46,827	49,246

Goleta Union School District

Psychologist Salary Schedule

July 1, 2020
(Proposed)

Step	Annual Salary
1	85,108
2	91,140
3	97,175
4	99,555
5	101,935
6	104,314
7	106,696
8	109,074
9	111,453
10	113,830
11	113,830
12	113,830
13	116,210
14	116,210
15	116,210
16	118,589
17	118,589
18	118,589
19	120,970
20	120,970
21	120,970
22	123,351
23	123,351
24	123,351
25	125,741