

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**SIERRA SANDS UNIFIED
SCHOOL DISTRICT**

AND

**DESERT AREA GUIDANCE
ASSOCIATION**

July 1, 2016– June 30, 2019

Revised 8-8-17

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND THE DESERT AREA GUIDANCE ASSOCIATION**

The Sierra Sands Unified School District (“District”) and the Desert Area Guidance Association (“DAGA”) (hereafter collectively referred to as “the Parties”), hereby enter into this Memorandum of Understanding (“MOU”) related to salary increases and reimbursement of travel and professional development expenses for DAGA employees in accordance with the terms of this MOU.

1. The District shall increase the Certificated Salary Schedule by 1.62%, retroactive to July 1, 2016. The salary schedule will be updated to reflect the increase after full execution of this MOU.
2. Effective July 1, 2017, Article VI, section (G)(3) of the Collective Bargaining Agreement is replaced with the following:

The District will reimburse each guidance employee up to one thousand five hundred dollars (\$1,500) annually for travel and professional development costs directly related to the unit member’s assignment.
3. This MOU is not precedent setting and establishes no past practice. With the exception of the terms contained herein, all other terms of the Collective Bargaining Agreement and any currently effective MOUs, if any, remain unchanged.
4. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
5. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.

Agreed:

FOR THE DISTRICT



Dave Ostash
Assistant Superintendent, Human
Resources
Sierra Sands Unified School District

Date: April 6, 2017

**FOR THE DESERT AREA
GUIDANCE ASSOCIATION**



Lorraine Balek-Beeson
President, Desert Area Guidance
Association (DAGA)

Date: April 28, 2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND THE DESERT AREA GUIDANCE ASSOCIATION**

The Sierra Sands Unified School District (“District”) and the Desert Area Guidance Association (“DAGA”) (hereafter collectively referred to as “the Parties”), hereby enter into this Memorandum of Understanding (“MOU”) to establish a program that provides professional supervision of psychologists, counselors, and/or therapists new to the profession and/or the District in accordance with the terms of this MOU.

RECITALS

1. The District and DAGA wish to establish the Professional Supervision program (“Program”) to improve the quality of services provided by new psychologists, counselors, and therapists employed in the District.
2. The Program, as outlined below, shall be implemented on April 1, 2017 and continue through and including June 30, 2018. The Parties may, but are not required to, mutually agree to modify and/or continue the Program as they deem appropriate through the negotiations process.
3. Professional Supervisors (PS) shall be eligible for the full stipend payment starting in the 2017-2018 school year.
4. Professional Supervisors may be appropriately assigned in the 2016-2017 school year with a pro-rated stipend payment not to exceed \$250 per month, beginning in April, 2017.

Program Terms

1. The recitals above are true and accurate and incorporated herein.
2. The Professional Supervision Program
 - a. PREAMBLE AND PURPOSE
 - i. Professional supervision for interns provides a mechanism by which exemplary School Counselors, Mental Health Therapists, Occupational Therapists, and School Psychologists assist interns in the areas of methods, instruction, small group, paperwork, ethics, and law. The Association and the District are continuously striving to provide the highest possible quality of services for students through best practices. In order for students to succeed, Counselors, Mental Health Therapists, Occupational Therapists, and School Psychologists must succeed in their

delivery of services. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of services through expanded and improved professional development and professional supervision. Interns whose licensure is dependent upon supervision and employees new to the District who are recommended to the program, are viewed as valuable professionals who deserve to have the best resources available to them in the interest of improving performance to a successful standard. This will be achieved by adhering to professional standards through the supervisee/supervisor relationship, as defined by the respective governing bodies, i.e., the Board of Behavioral Sciences, the National Association of School Psychologist, and the National Occupational Therapist Association.

b. DEFINITIONS

- i. **Participating Intern (PI):** A School Counselor, Mental Health Therapist, Occupational Therapist, or School Psychologist new to the profession and/or the District, who holds an intern, preliminary, emergency certificate credential, or who is in their first year of employment in the District.
- ii. **Participating First-Year Employee (PE):** A new employee to the profession and/or district, who holds appropriate California Pupil Personnel Services (PPS) Credential, or related license and/or credential.
- iii. **Professional Supervisor (PS):** A School Counselor, Mental Health Therapist, Occupational Therapist, or School Psychologist who provides assistance and support to a newly-hired PE or a PI holding an intern credential.
- iv. **Professional Supervision:** The process of addressing the professional development needs of School Counselors, Mental Health Therapists, Occupational Therapists, and School Psychologists, who are interns or new to the District.

c. THE JOINT DAGA/ADMINISTRATIVE REVIEW PANEL

- i. Membership:
 - (1) The Joint DAGA/Administrator Review Panel, hereafter referred to as "Review Panel" shall consist of the four (4) members described below.
 - (2) Members of the Review Panel will include two (2) DAGA members who shall be elected by the DAGA Board. Those elected to the Review Panel will serve three-year terms. Members may serve more than two consecutive terms. Members may be appointed by the District if the DAGA Board has not appointed members to the Review Panel in a timely manner.

- (3) If a member of the Review Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

ii. Organization:

- (1) The Review Panel will establish its own rules and operational procedures to affect the implementation of the Program. The rules and procedures will be consistent with the provisions of this MOU, and to the extent that there is any inconsistency, the MOU will prevail.
- (2) The Review Panel will, by majority vote, establish the method for selecting a Chairperson, a DAGA member, who will serve a one-year term.
- (3) The Review Panel shall establish its own meeting schedule as it deems necessary to perform its functions.
- (4) To hold meetings, four (4) members of the Review Panel must be present. Such meetings shall take place during the regular DAGA work day. DAGA members of the Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.

iii. The Review Panel will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by a vote of at least two (2) panel members.

iv. Responsibilities:

- (1) Coordinate, monitor, and evaluate all aspects of the Program;
- (2) Select the lists of Professional Supervisors for any school year;
- (3) Establish its own rules and operational procedures;
- (4) Review legal mandates for respective governing bodies;
- (5) Review and create a calendar of professional development opportunities;
- (6) Review training/education of Professional Supervisors prior to participation in the Program;
- (7) Send written notification of the various components of the Program to target groups and site administrators;

- (8) Maintain the list of Professional Supervisors available when possible. The list will also be permanently available on the intranet;
- (9) Adopt rule and operational procedures, either by consensus or majority vote, to affect the implementation of the Program. The rules and operational procedures will be consistent with the provisions of this MOU, and to the extent there is an inconsistency, the MOU will prevail;
- (10) Establish the application procedure for Professional Supervisors;
- (11) Develop an application form to be completed by any DAGA member participating in the Program;
- (12) Determine the number of Professional Supervisors needed in any school year, based upon participation in the program, available budget, and other relevant considerations;
- (13) Evaluate the overall impact of the Program on a regular basis to make improvements and modifications as needed; and
- (14) Make any other decisions that are necessary for the successful operation of the Program.

v. Confidentiality:

- (1) All proceedings and materials related to evaluations, reports, and other personnel matters relating to participation in the Program shall be strictly confidential to the maximum extent allowed by law. Review Panel members, Professional Supervisors, Participating Interns, and the Principal (or designated evaluator) may disclose such information only as necessary to administer the Program and as required by law.

vi. Status and Liability.

- (1) Functions performed by DAGA members under this Program shall not constitute either management or supervisory functions as defined by the California Government Code, section 3540.1, subdivisions (g) and (m).
- (2) The District agrees to indemnify and hold harmless any unit member who is a PE Supervisor, and the Review Panel member against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation as a result of participation in the Professional Supervision program.

- (3) DAGA members who are Professional Supervisors shall have the same protections from liability and access to appropriate defenses as other public school employees pursuant to Title 1, Division 3.6 of the California Government Code.

d. PROFESSIONAL SUPERVISORS

- i. A Professional Supervisor is DAGA member who provides assistance to a PI and/or a PE. The qualifications for the Professional Supervisor shall be set forth in the Review Panel Rules and Procedures, provided that the following shall constitute the minimum qualifications:
 - (1) Be a credentialed DAGA member with permanent status;
 - (2) Substantial recent experience in correlative age appropriate instruction in Counseling, Mental Health Therapy, Occupational Therapy or as a School Psychologist;
 - (3) Demonstrate exemplary ability, as indicated by, among other things, effective communication skills, both orally and in writing;
 - (4) Ability to work cooperatively and effectively with others;
 - (5) Comply with the legal requirements set by the respective professional body.
- ii. In order to fill a Professional Supervisor position, a notice of vacancy will be posted at the SELPA, in the District Office, sent via email to unit members and made available online. In addition to submitting an application form, each applicant is required to submit two (2) references from individuals with specific knowledge of his or her expertise, as follows:
 - (1) A reference from a building principal or immediate supervisor;
 - (2) A reference from another Association member.
- iii. All applications and references will be treated with confidentiality to the maximum extent allowed by law.
- iv. Professional Supervisors shall be selected by a majority vote of the Review Panel after interviews of prospective candidates are completed.
- v. Professional Supervisors must be appropriately qualified to offer supervision. The Review Panel will monitor and evaluate the effectiveness of the Professional Supervisor and will make decisions regarding their continuation in the program. The Review Panel may remove a Professional Supervisor from a position at any time because of the specific

needs of the PI and/or PE, inadequate performance of the Professional Supervisor, or other just cause. Prior to the effective date of such removal, the review Panel will provide the Professional Supervisor with a written statement of the reasons for removal, and at the request of the Professional Supervisor, will meet with him or her to discuss the reasons.

- vi. The Review Panel will determine the number of Professional Supervisors based upon participation, available budget, and other relevant considerations.
- vii. The term of the Professional Supervisor shall be three (3) years.
- viii. The Professional Supervisor shall assist the PI and/or PE by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the PI and/or PE.
- ix. In addition to their regular salary, a Professional Supervisor will receive remuneration as follows:
 - (1) Reasonable release time to work with and/or train the PI and/or PE.
 - (2) A two thousand five hundred dollar (\$2,500.00) annual stipend per intern, with a maximum of two interns per year. A pro-rated portion of the annual stipend at a rate of two hundred and fifty dollars (\$250) per intern will be paid to Professional Supervisors participating in the Program in the months of April and May, 2017.

e. PARTICIPATING INTERNS

- i. A Participating Intern is a DAGA member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, techniques for job performance, and all other related aspects of their job assignment.
 - (1) A PI may be assigned a Professional Supervisor or they may request assistance.
- ii. The assistance provided by a Professional Supervisor shall not involve the participation in nor the evaluation and assessment of the PI.

- 3. The above-described stipend will be considered creditable compensation for purposes of the California State Teachers Retirement System (“STRS”) to the fullest extent authorized by STRS. The District makes no representations or assurances as to any employee’s eligibility with respect to STRS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service to the District. The District makes no representations or assurances as to the effect of this MOU on any employee’s eligibility for and/or receipt of STRS credits or benefits.

4. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
5. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.

Agreed:

FOR THE DISTRICT



Dave Ostash
Assistant Superintendent, Human
Resources
Sierra Sands Unified School District

Date: April 6, 2017

**FOR THE DESERT AREA
GUIDANCE ASSOCIATION**



Lorraine Balek-Beeson
President, Desert Area Guidance
Association (DAGA)

Date: April 28, 2017

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ARTICLE I
AGREEMENT

A. This Agreement is made and entered into on this seventh day of June, 2010, by and between the Sierra Sands Unified School District, whose address is 113 Felspar, Ridgecrest, California 93555, hereinafter referred to as the "District" and the Desert Area Guidance Association, whose address is c/o Burroughs, 500 French, Ridgecrest, California 93555, hereinafter referred to as the "Association" or "DAGA".

1. The Articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the Sierra Sands Unified School District ("Board") and the Desert Area Guidance Association, ("Association"), an employee organization.

B. The District and the Association stipulate that this Agreement shall remain in full force and effect from July 1, 2016, through June 30, 2019.

ARTICLE II
MANAGEMENT RIGHTS

A. It is understood and agreed that the powers and responsibilities to direct, manage, and control the operations and affairs of the District are reserved exclusively to the District and the Board except as they are limited by this Agreement in the manner and to the extent authorized by law.

B. The exercise of the 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 terms of this Agreement and then only to the extent such terms are in conformance with law.

ARTICLE III

ASSOCIATION RIGHTS

A. RECOGNITION

The District recognizes the Desert Area Guidance Association as the exclusive representative of psychologists and counselors, and therapists, excluding all other certificated personnel employed by the District. Disputes concerning the interpretation and application of this Article are not subject to the grievance provision of this Agreement.

B. ASSOCIATION RIGHTS

These rights, authorities, and privileges shall include, but are not limited to, the following:

1. The Association shall have the right to make reasonable use of school equipment, buildings, and facilities at reasonable times. Facilities and equipment shall include 21st century technologies when such equipment is not otherwise in use by the District and during business hours.
2. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in each school building in the designated locations. The Association may use the District mail service, subject to reasonable limitations, for communications to Association members. Any literature to be distributed or posted must be dated and must identify the person and organization responsible for its promulgation.
3. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business. Upon arriving at the school site, any such representative shall first report to the office of the site administrator to announce his or her presence.
4. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be

limited to non-duty hours such as breaks, duty-free lunch periods, and before and after school.

5. The District agrees to make available to the Association financial data, names, and addresses of employees annually, and management and administrative reports.

6. The Board will make available to the Association a complete agenda and minutes for regular and special meetings of the Board, excluding executive sessions.

7. The Association shall be allowed to schedule up to (1) hour within the first (4) four weeks of school. Attendance of employees shall be optional.

C. ORGANIZATIONAL SECURITY

1. The District agrees to grant to the Association the following rights, authorities, and privileges:

a. Payroll deduction privileges for every guidance employee and Association member.

b. Members of the DAGA negotiating team shall have reasonable released time from their assignments to negotiate the Agreement.

c. No employee will suffer discrimination, jeopardy, or coercion in employment or promotion opportunity because of Association membership or activity.

2. At any time during the year, guidance employees shall have the right:

a. to join and participate in activities of employee organizations; or

b. not to join or participate in activities of employee organizations.

ARTICLE IV

SALARIES

The parties agree that the new salary schedule for 2016-2017 will be attached as Appendix A. The salary schedule reflects a compression of years (steps) from 39 to 29 with an additional .12% bargaining unit raise to be evenly distributed to all steps. A supervision stipend and a licensure stipend were also added to the salary schedule which allows the District to employ School Counselor, School Psychologist, Mental Health Therapist, or Occupational Therapist, interns as needed.

The DAGA salary schedule includes the following: (a) columns for BA+45 semester units through BA+90 semester units in seven (7) unit increments except a three (3) unit increment between BA+87 and BA+90, and (b) a \$2, 100 longevity stipend at thirty (30) years. Increase in annual stipends for graduate degree: masters degree \$1,500 and doctorate \$2,500.

A. For the term of this Agreement, any additional salary increase provided to any bargaining unit shall be equally provided to DAGA, unless such increase is in connection with implementation of staff development “buyback” programs under Senate Bill 1193 or successor legislation. The basic salary schedule shall be as set forth in Appendix A of this Agreement, subject to the following additional conditions:

1. Unit members will advance one (1) step on the schedule for each year served.
2. Employees new to the District will be given year-for-year credit on the salary schedule for their prior equivalent experience. One (1) year credit on the salary schedule will be allowed for each two (2) years of prior K-12 teaching experience. Maximum placement for new employees will be on step ten (10).
3. An employee making a change within the District (e.g., teacher to counselor) will be placed as follows:
 - a. If his or her current daily rate is higher than step five (5) of the DAGA salary schedule, he or she will be placed at the next daily rate

which is higher than his or her current daily rate for the appropriate column (e.g., BA+45, BA+52, etc.).

4. The salary schedule (Appendix A) is based on one hundred and eighty-six (186) working days and seven and one-quarter (7 ¼) hour work day. DAGA employees will individually schedule their work days subject to administrator approval. All additional days of service in a guidance or counseling position, subject to prior approval by the site administrator and district superintendent's designee, will be paid at the employee's per diem rate.

5. The Counseling Department Head will receive an annual stipend in the amount of \$1,500.

6. DAGA supervisors will be determined based upon a District and DAGA mutually identified need, and hired through the adopted intra-district advertisement and interview process. A School Counselor Supervisor will receive an annual supervision stipend in the amount of \$2,500 per intern or first year counselor, with a maximum of 2 interns per school year. A Mental Health Therapist Supervisor will receive an annual supervision stipend in the amount of \$2,500 per intern, with a maximum of 2 interns per school year. A School Psychologist Supervisor will receive an annual supervision stipend in the amount of \$2,500 per intern, with a maximum of 2 interns per school year.

7. A licensed Mental Health Therapist, School Psychologist, or Occupational Therapist will receive an annual licensure stipend in the amount of \$2,500 for the license being applied to the practicing profession. See Appendix A.

B. Professional growth units earned over forty-five (45) semester units beyond the bachelor degree shall be compensated at the rate of \$125 per semester unit (subject to future salary schedule adjustment). Units shall be paid in seven (7) unit increments unless an employee has reached a total number of units that is less than seven (7) units from the unit cap and then the employee shall be paid a proportionate percentage of the pay increase for seven (7) units to reach the cap.

C. Association member, having reached step eleven (11) on the salary

schedule will earn longevity increments of one thousand four hundred and two dollars (\$1,402) (subject to future salary schedule adjustment) for every three (3) years of full-time continuous service beyond step eleven (11).

D. In the event that the bargaining unit employee's actual per diem salary placement is less than the employee's placement on the DATA salary schedule, the employee shall receive the higher of the two salary schedule payments, i.e., higher per diem times number of contract days. This provision shall be limited to bargaining unit members who have acquired all longevities to which they are entitled.

E. Bargaining unit members who provide additional professional services (e.g., counseling) outside of the normal work hours shall be compensated at their hourly rate or receive "comp time." Any services provided as such must be previously approved by the site administrator.

ARTICLE V

EMPLOYEE BENEFITS

A. Through September 30, 2016, the District shall continue to provide employees and their eligible dependents with the health and welfare benefits described in the 2015-2016 contract.

1. On October 1, 2016, the District will implement the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PBC 90-A \$20" (\$100/\$300 deductible, \$20 office visit co-pay, and 90-10 co-insurance with a \$300 co-insurance maximum per individual) including prescription coverage (Rx G \$7-\$25/\$14-\$60), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage - Delta Dental Plan \$1,500 (annual cap of \$1,500) and (c) vision coverage - VSP Vision Plan B with a \$10/\$25 co-pay.

2. Commencing the 2016-2017 school year on October 1, 2016, the District shall pay 90 percent of the premiums for the health and welfare benefit package described above and in the Collective Bargaining Agreement. Bargaining unit members shall pay the remaining 10 percent of the premiums for the health and welfare package described above. Future increased costs of the PBC 90-A \$20 plan will be shared by the District and bargaining unit members 90% and 10% respectively. If bargaining unit members select the 80-E or 80-M plan, the District will reimburse the member the difference in plan cost as a stipend. If bargaining unit members select 90-C or 80-C, then the difference between the cost of 90-A and 90-C or 80-C will be applied to the member's monthly deduction. If bargaining unit members select 100-B, then the bargaining unit members shall reimburse the

District difference in cost between the 90-A and the 100-B through a monthly deduction. The Health Benefit Committee will reassess what plans are available on a yearly basis. The Health and Welfare Benefits Chart appears in Appendix B. Parties agree that this paragraph resolves negotiations regarding Article V for 2016-2017.

3. For the 2016-2017 and 2017-2018 school years, language in A. 1. & A. 2. shall be suspended. In lieu of members receiving a retro-active pay raise in 2015-2016, the parties agree that the District shall fully fund the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PBC 90-C" \$30 (\$200/\$500) deductible, \$30 office visit co-pay, and 90-10 co-insurance with a \$500 deductible maximum, including prescription coverage (Rx \$9/\$35/\$35). Behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage - Delta Dental Plan \$1,500 (annual cap of \$1,500) and (c) vision coverage - VSP Vision Plan B with a \$10/\$25 co-pay.

If bargaining unit members select the 80-C, 80-E or 80-M plan, the District will reimburse the member the difference in plan cost as a stipend. If bargaining unit members select 90-A or 100-B then the bargaining unit members shall reimburse the District the difference in cost between the 90-C and the 90-A, or 100-B through a monthly deduction.

Effective for the 2018-2019 school year, language in A. 1. & A. 2. shall be reinstated.

4. District and DAGA shall have equal representation, not to exceed a total of six (6) members to form a Health Benefit Committee ("Committee"). The purpose of the Committee will be reviewing current plans,

benefits, and carriers and exploring options which may reduce the costs, or rates of increase in costs, in the District's health insurance programs. The Committee shall have the authority to review variations on current plans, designate different plans for member choice, and develop new plans or new approaches such as a Joint Trust. Actions, decisions, and recommendations of the Committee will be reached by a majority of the Committee. The Committee shall make recommendations to the parties' negotiating teams. This agreement reflects the parties' understanding that the cost of health insurance is an ongoing part of employee compensation, that such cost should be reflected in the District's budget planning and will impact the amount of money otherwise available for salary adjustments.

B. Insured employees on District-approved leaves of absence without pay, other than sick leave, will have the option to continue to receive active employee health insurance coverage for the period of the leave upon monthly payment of insurance premiums by the employee through the District.

C. Benefits will be provided on a continuous basis for a full twelve (12) months each year.

D. An employee covered by this Agreement who retires from the District after having served in the District for thirty (30) years or attaining the age of fifty-five (55) with ten (10) years of consecutive service to the District, or who is certified by STRS as totally disabled and who has completed ten (10) or more consecutive years of service, shall receive the comprehensive group health and welfare package consisting of: (a) medical coverage that is currently described by SISC as "PBC 90-A \$20" (\$100/\$300 deductible, \$20 office visit co-pay, and 90-10 co-insurance with a \$300 co-insurance maximum per individual) including prescription coverage (Rx G \$7/\$25/\$14-\$60), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage - Delta Dental Plan \$1,500 (annual cap of \$1,500), and (c) vision coverage - VSP Vision Plan B with a \$10/\$25 co-pay. This benefit applies until the age of sixty-five (65), or until

the employee becomes eligible for other benefits (i.e., Social Security, Medicare A & B, etc.), whichever is sooner.

E. Employees who are certified as disabled and who meet the service requirements of Paragraph D of this Article at the time disability is certified shall be eligible for the benefit of Paragraph D, provided that, for the period of time prior to attainment of the age of fifty-five (55) years, the employee shall maintain continuous coverage by paying the benefit cost through the District.

F. The District, subject to the approval of the carriers, will provide the opportunity for all retirees to continue benefits after age sixty-five (65) with the retiree paying benefit cost through the District.

G. The District shall provide the opportunity for bargaining unit members to participate in a flexible benefit plan. The fees charged by the provider shall be paid by the participating employee.

ARTICLE VI
LEAVE PROVISIONS

For the purposes of this Article, "immediate family" shall mean: parent, father-in-law, mother-in-law, grandparent, foster parent, spouse, son, daughter, grandchild, stepchild, foster child, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, son-in-law, or daughter-in-law of the employee, or spouse or ex-spouse of the employee, or other person living in the household.

A. SICK LEAVE

1. One (1) full year of school service will entitle employees to ten (10) days leave of absence for illness or injury with full pay. Employees serving regularly on contract for less time than full time will earn one (1) hour of sick leave for each eighteen (18) hours of service. Sick leave may be taken on an hourly or daily basis, based on a seven-and-one-quarter- ($7\frac{1}{4}$) hour day.

2. Sick leave will be accumulated from year to year without limit by each employee. Accumulated sick leave shall be factored to take into account the number of hours in the employee's work day.

3. Payment to an employee on sick leave will be at full salary until accumulated sick leave days are used.

4. After the accumulated sick leave has been used, the amount deducted in any month will be the sum which is actually paid a substitute employee in the position or, if no substitute is employed, the amount which would have been paid to a substitute had one been employed, for the remainder of the five- (5) month period of illness. The five (5)-month period starts after expiration of the current year's allotment of sick leave or the expiration of the employee's accumulated sick leave, whichever is greater.

5. The District will notify in writing all employees on or before October 1 of each year of the total number of days of accumulated sick leave, including those they are entitled to for the current year.

6. The employee must certify in writing on the appropriate

form supplied by the District that any absence to be treated as sick leave was caused by personal illness or injury, physical or mental or prescribed medical or dental examinations or treatments that cannot be taken care of outside of regular work hours. In addition, upon request by District management, an employee shall present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If it is determined that sick leave was taken for purposes other than those cited above, the employee shall be subject to forfeiture of pay for the days during which sick leave was improperly used.

7. Whenever possible, an employee must contact his/her immediate supervisor as soon as the need to be absent is known.

B. PERSONAL NECESSITY LEAVE

Unit members may use annually seven (7) days of available sick leave for reasons of personal necessity, or compelling personal reasons which the unit member cannot schedule at any other time, excluding, however, vacation, recreation, the convention of a spouse, extension of a holiday period, concerted activities, matters of personal gain, or seeking other employment. For extraordinary circumstances that exceed seven (7) days, the Superintendent or designee may require, for approval purposes, third party verification for the request to be absent.

1. Employees may use up to two (2) of the days provided in Paragraph B confidentially without specifying the reason but shall not use them for any of the following reasons: vacation, recreation, the convention of a spouse, extension of any holiday period, concerted activities, matters of personal gain, or seeking other employment.

2. Unit members shall request personal necessity leave at least three (3) days in advance of the day on which the personal necessity leave is intended to be taken, unless the necessity involved makes it impossible to make such request three (3) days in advance, in which case the request shall be made as much in advance as possible.

3. Advance requests shall not be required in the case of death, accident, or serious illness/injury of a member of the immediate family as defined herein.

4. The request for such leave shall be on a form specified by the District, dated and signed by the unit member, setting forth the nature of the personal necessity involved, except as in B.1, above.

5. The Superintendent or designee shall approve or deny requests for personal necessity leave pursuant to the provisions of this Article. For circumstances that will exceed seven (7) days, the Superintendent or designee may require, for approval purposes, third party verification for the requirement to be absent.

6. Upon request of the unit member, the Superintendent or designee shall furnish a written statement of the reasons for any denial of leave under this Section, so long as such request is made within ten (10) days of the denial.

C. BEREAVEMENT LEAVE

1. An employee shall be entitled to a maximum of three (3) days leave of absence, or five (5) days if travel of more than two hundred (200) miles in one direction is required, without loss of salary, on account of the death of any member of his/her immediate family.

2. Two (2) additional days will be granted to the employee on account of the death of a person residing in the employee's household.

D. LEAVE FOR PREGNANCY

1. An employee is entitled to use sick leave as set forth in Paragraph A.1, above, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence for other illnesses or medical disability. Such leave shall not be used for childcare, child-rearing, or preparation for child-bearing, but shall be limited to those disabilities as set forth above. The length of such

disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.

2. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Paragraph A.1, above, has been exhausted. The date on which the employee will resume duties will be determined by the employee on leave and the employee's physician.

E. JUDICIAL LEAVE

1. Jury Duty - When a guidance employee is called and reports for jury duty, the employee will be granted a leave of absence with pay.

2. Subpoenaed Witness - When a guidance employee is served with a subpoena which compels his/her presence as a witness in court or before any other legal body, other than as a litigant, the employee will be granted leave with pay.

3. Notice to Supervisor - The employee must notify his/her immediate supervisor as soon as possible after being called for jury duty or after being subpoenaed as a witness.

4. Payment - The employee will receive regular pay while serving on jury duty or as a witness and will reimburse the District for any amount the employee receives exclusive of transportation reimbursement. The employee will be informed in writing that he/she must request all fees to which he/she is entitled. If the employee does not receive requested fees, the District will not request reimbursement from the employee.

F. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The following section describes the conditions under which an employee will be granted an industrial accident or illness leave:

1. Allowable industrial accident and illness leave in any one

fiscal year for the same accident will be sixty (60) working days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District.

2. Allowable industrial accident and illness leave with pay will not be accumulated from year to year.

3. Industrial accident or illness leave will commence on the first day of absence.

4. A doctor's statement may be required to verify inability of an employee to perform the duties of his/her position or a temporary position designated by his/her supervisor.

5. Authorized industrial accident and illness leave will be reduced one (1) day for each day of authorized absence.

6. When an accident or illness leave overlaps into the next fiscal year, the employee will be entitled to only the amount of unused leave due him/her for the same illness or injury.

7. The employee on industrial accident or illness leave will be paid for up to sixty (60) working days at the same monthly rate that he/she earned while on the job. The employee in turn will endorse to the District the temporary disability checks received for that sixty (60) days on account of his/her industrial accident or illness.

8. At the termination of the allowable industrial accident or illness leave, the employee may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

9. Any employee receiving benefits as a result of this Section will, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

10. During the time the employee is receiving industrial accident or illness benefits, he/she will continue to earn sick leave.

11. If an employee requests to terminate his/her employment with the District, effective before the expiration of the sixty (60) days of industrial accident or illness leave, the leave benefits will end at the same date.

12. The same normal deductions will be made from checks received for industrial accident or illness pay from the District as would be made from the employee's regular check.

13. Upon termination of the industrial accident or illness leave, the employee will be entitled to sick leave benefits in the following prescribed manner:

a. An employee eligible for industrial accident and illness leave will use the allowable sixty (60) days first.

b. This employee will then use his/her accumulated sick leave, prorated to make a full day's pay when added to the compensation check.

c. When the employee's accumulated sick leave is exhausted, he/she will receive the difference between his/her regular salary and the amount paid his/her substitute for the remainder of the five- (5) month period referred to above. This five- (5) month period starts after expiration of the current year's allotment of sick leave. At the end of this five- (5) month period, if the employee's accumulated sick leave has expired, the employee is placed on leave without pay.

d. The employee is charged for sick leave only when his/her absence occurs on a day that he/she is required to be on duty.

e. Employees will report all injuries and illness of an occupational nature to the District management within twenty-four (24) hours of occurrence, regardless of whether or not medical attention is required or time is lost from work.

14. Employees are entitled to all the provisions of the California Educational Code relating to industrial accidents or illness leaves.

G. LEAVE FOR PROFESSIONAL ACTIVITIES

1. Staff members may attend professional activities subject to budget limitations and approval by the immediate supervisor. Staff members will be reimbursed for reasonable necessary expenses.
2. Employees with approval of the immediate supervisor may attend professional activities at their own expense.
3. The District will provide one thousand dollars (\$1,000) annually per guidance employee for the purpose of staff development and professional growth.

H. OTHER LEAVES WITHOUT PAY

1. Upon recommendation of the Superintendent and approval of the Board, leave without compensation, fringe benefits, or increment credit may be granted for a period up to one (1) school year for the following purposes: child-rearing leave, Peace Corps employment, care for a member of the immediate family who is ill and living in the same household as the employee, long-term illness of the employee, professional study or research, to hold political office as specified by law, for travel, for military reserve duty, or for other reasons approved by the Board.
2. The application for granting of such leaves of absence shall be in writing. In addition, an employee on such leave shall notify the District Personnel Office by March 15 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

I. SABBATICAL LEAVE

The District may, at its discretion, grant a sabbatical leave for the purpose of permitting study or travel which will benefit the schools and the pupils of the District.

1. Sabbatical leave must be preceded by at least seven (7) consecutive years of paid service in the District.

- a. No absence from the service of the District under a leave of absence granted by the Board other than a sabbatical leave will be deemed a break in the continuity of service.
 - b. However, such absence shall not be included as service in computing the seven (7) consecutive years required by this policy.
 - c. In any case, resignations from or terminations by the District shall constitute a break in service.
2. The District may grant sabbatical leave for any period of time it considers appropriate.
3. Requests for sabbatical leave shall be made to the Superintendent at least six (6) months in advance of the proposed leave.
 - a. The employee shall be advise of approval or disapproval within thirty (30) calendar days of receipt of the application.
 - b. Any major changes in plans for use of sabbatical leave must be approved in advance by the Board.
4. The granting of sabbatical leaves shall be based upon the following criteria:
 - a. The employee's seniority in the District.
 - b. The plans submitted by the employee.
 - c. The recommendation of the Superintendent.
5. The employee shall be compensated during the period of leave at fifty percent (50%) of the employee's regular salary.
 - a. Compensation for payment to an employee while on sabbatical leave may be made either of two (2) ways as follows: Two (2) equal annual installments during the first two (2) years of service following the return of the employee from the leave of absence, or in the same manner as if the employee were providing guidance services in the District, provided the employee furnishes a suitable bond guaranteeing

that the employee will return to service for at least two (2) years.

b. Employees on sabbatical leave will follow the normal progression on the salary schedule and will earn sick leave at the same rate as if they were on active teaching duty.

6. The employee shall immediately report to the Superintendent any injury or illness occurring during sabbatical leave which prevents completion of the purpose of the leave. The Superintendent shall review the case and make a recommendation to the Board based upon the circumstances.

7. If a guidance employee is temporarily disabled due to illness or accident while on sabbatical leave, the paid sick leave provisions of this Agreement shall be enforced as though the employee were employed in a guidance assignment during the date of the leave.

8. Should the employee elect to take the sabbatical leave in a part of the world where the school-paid insurance is not valid, the District may elect to pay an equal premium for another health insurance policy valid outside the United States, or the District may pay to the employee an amount equal to the premium of the District health program and the employee will select and pay for an insurance program.

a. Copies of said health policies shall be filed with the District.

b. Both the Board and the District shall be freed from any liability for payment of any compensation or damages for the death or injury of any certificated employee of the District when death or injury occurs while the employee is on sabbatical leave.

9. Bargaining unit employees granted long-term leave (for example, a sabbatical) from the District shall be guaranteed return to the most recent assignment at the scheduled termination of the leave. In circumstances where the District determines in advance of the leave that this provision cannot be honored, this decision must be validated by a mutually agreed upon third party.

J. SUMMARY

Upon return from authorized leave, efforts will be made to reinstate the employee to a position similar to the one held at the time leave was granted.

ARTICLE VII

TRANSFERS

A. DEFINITIONS

1. "District Assignment" refers to the assignment of a unit employee to more than one site. An example of a District assignment is a psychologist assigned to several schools.
2. "School Assignment" refers to the changing of a District employee from assignment in one group of schools to assignment in a different group of schools, or a school employee to another guidance assignment within the same school.
3. "Change of Assignment" refers to the changing of a District employee from assignment in one group of schools to assignment to a different group of schools, or a school employee to another guidance assignment within the same school.
4. "Transfer" refers to the changing of a unit employee:
 - a. from a District assignment to a school assignment
 - b. from a school assignment to a District assignment
 - c. from one school assignment to an assignment at a different school
 - d. from either a District assignment or a school assignment to an assignment outside the unit.
5. "Voluntary transfer" refers to a transfer at the employee's request.
6. "Involuntary transfer" refers to a transfer initiated by the District.
7. "Temporary assignment" refers to any change of assignment or transfer which must be made to meet an emergency for a specific period of time not to exceed fifty (50) working days.

B. CHANGE OF ASSIGNMENT

1. Any change of assignment of a unit employee will be made only after consultation between the unit employee and the immediate supervisor.

2. An attempt will be made to attain agreement of all parties involved, but the Superintendent or District-level designee will have the right of final decision.

C. TRANSFERS

1. Unit members shall be given priority consideration over members of other units and/or new employees.

2. Voluntary transfers - A unit employee may request any of the four types of transfers (under definitions above) for which he/she is properly credentialed. Application should be made to the Superintendent. In the event the transfer is denied, the unit member may request of the immediate supervisor and/or the Superintendent, in writing, the reasons for which the transfer was denied. A written response shall be provided within ten (10) working days of the request.

3. The District may deny the request for transfer based specifically on the loss of a unique program.

4. Involuntary transfers - If it becomes necessary for the District to transfer a unit member, the Superintendent will confer with the unit member at least twenty (20) working days prior to the transfer. The unit member shall receive, upon request, a written explanation of the reasons for the transfer and the selection of the particular unit member. An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed transfer.

5. No loss of salary will incur because of an involuntary transfer, provided that the transfer is made without cause. Transfers made for cause may result in a decrease in salary.

D. TEMPORARY ASSIGNMENTS

When an emergency arises, the Superintendent may make a temporary assignment of a unit member for up to fifty (50) working days. The twenty (20) day time limit referred to in Paragraph C.4, above, is waived for temporary assignments.

E. TRANSFER CRITERIA

All transfers will be considered on the basis of securing the best guidance service. In the event that two (2) or more candidates are deemed equally qualified in terms of education, training, and experience, seniority shall prevail.

ARTICLE VIII

VACANCIES

A. The District shall determine whether a vacancy (full-time or part-time) exists and if it shall be filled.

B. In the event the District determines to fill a vacancy, it shall:

1. Determine the requirements of the position, which shall be based on:

- a. Credential or License
- b. Masters degree in appropriate field
- c. Experience requirement
- d. Legislative/court-mandated programs
- e. Special skills-aptitudes required by the position
- f. Program needs of the school

2. The District may delay posting of a vacancy which occurs during the instructional year. Such position shall be posted and filled prior to the start of the subsequent instructional year. Persons assigned to positions on a delayed posting basis shall be considered interim with the rights of a new unassigned employee during the posting period.

3. Prepare notice specifying the position requirements, location, and other desired skills and/or abilities.

4. Post the notice for a period of ten (10) days in the District Office, main office, and staff rooms at each site, with a copy directed to the Association president. A copy of the notice will also be electronically posted accessible to all District employees.

5. The ten- (10) day posting period shall be waived and substituted with a three- (3) day posting period during the two- (2) week period prior to and following the first day of school. The District may circulate announcements to be initialed by the Association member indicating the decision to remain in his/her current position. The District shall attempt to reach by

telephone the Association members who previously requested notification.

C. Any Association member may apply to transfer to the posted vacancy.

D. The District agrees to make decisions on filling vacancies based on the relationship of individual qualifications to posted position requirements. Where two (2) or more applicants are deemed to be substantially equal in their qualifications, then the most senior Association member shall get first priority to be considered for posted vacancies.

E. Applications expire upon the filling of the posted vacancy.

F. Applicants not selected to fill the vacancy may request written reasons for denial, provided a written request for the reason is submitted within ten (10) days following the District's action to fill the vacancy.

G. Any person who wishes to be considered for a vacancy which might occur during the summer months must submit a letter requesting notice not later than May 31. This request shall remain valid until the start of the instructional year. Notice of these vacancies shall be sent to the Association member's email address.

H. When qualifications are changed for a posted vacancy, new notices of such vacancies and the changes in qualifications shall be posted.

I. All applicants shall be notified in writing within ten (10) days following Board action of the status of their application. In-district applicants shall be provided written notice of the receipt of the appointment.

ARTICLE IX
SAFETY CONDITIONS

The District will continue to comply with regulations concerning safety standards. An Association member will be appointed to the District Safety Committee. When a guidance employee is on site for the good of the District, he/she shall be protected by workers' compensation.

ARTICLE X

HOURS OF WORK

A. Employees are expected to fulfill professional obligations; however, the regular workday shall not normally exceed seven and one quarter ($7\frac{1}{4}$) hours.

B. Each employee's assignment and daily time schedule is subject to the approval of the immediate supervisor. In the event of unusual work demands, compensatory time shall be arranged by mutual agreement and documented with the immediate supervisor as appropriate.

C. Regularly assigned duties shall include: assessment and individual program planning to meet specific remedial, behavioral, and enrichment needs of students' curriculum and career development; individual and group consultation and counseling with students, parents, teachers, administration, community agencies, and other pupil personnel service workers.

D. In addition to regularly assigned duties, employees shall perform other related duties, most of which will occur outside their regularly scheduled work day. These related duties include but are not limited to: cooperating in parent, community, and open-house activities; attending faculty, departmental, and grade-level meetings; serving on committees providing advice and service to the District; participating in approved professional activities relating to the guidance assignment; studying current literature to keep abreast of developments within the field of guidance, particularly in approved individual and staff developmental programs; and assuming responsibility for the proper dissemination of information and advice to other certificated personnel that might be useful in the educational program.

E. Guidance employees will be reimbursed for use of their personal vehicles in the course of duties, at the allowable mileage rates established by the District.

F. Management shall monitor on a period-by-period basis the experience of substitution by Association members as classroom teachers.

G. Each unit member shall be entitled to a duty-free lunch period of at least forty-five (45) consecutive minutes, except where extenuating circumstances require otherwise. A lunch hour of no less than thirty (30) minutes may be agreed upon between the unit member and his/her immediate supervisor.

ARTICLE XI

GUIDANCE EMPLOYEE EVALUATION PROCEDURE

A. These provisions constitute the procedures to be utilized for the performance evaluation and assessment of guidance employees as set forth in the California Education Code.

1. The performance evaluation shall relate to:
 - a. selected areas of performance within the unit member's overall employment responsibility;
 - b. the job description for the position;
 - c. the guidance techniques and strategies used by the employee; and
 - d. the establishment and maintenance of a suitable environment within the scope of the employee's responsibility.
2. Frequency of performance evaluations:
 - a. The performance evaluation for probationary employees shall be made at least once each school year and shall be transmitted to the employee not later than thirty (30) days before the last school day scheduled on the negotiated school calendar and adopted by the Board for the school year in which the performance evaluation takes place.
 - b. The performance evaluation for permanent employees shall be made at least once every other year and shall be transmitted to the employee not later than thirty (30) days before the last school day scheduled on the negotiated school calendar adopted by the Board for the school year in which the performance evaluation takes place. Permanent employees receiving an unsatisfactory evaluation shall be annually evaluated as a minimum until the employee achieves a positive evaluation or is separated from the District.

c. The performance evaluation conference shall be held as scheduled by the evaluator, prior to the last school day.

3. Pre-evaluation conference procedures:

a. The employee and evaluator shall meet to discuss the performance and measurement criteria to be utilized in the evaluation of the employee's performance. The performance and measurement criteria utilized in determining the level of employee performance shall be in conformity with the employee's job description. If the evaluator is other than the chief site administrator, the evaluatee shall be informed of the identity of the evaluator no later than five (5) days prior to the first formal observation. Evaluations shall be conducted by non-unit management and/or supervisory employees. The conference shall be scheduled by the evaluator. During this conference, the evaluator and the employee shall discuss the following:

(1) The job description as adopted by the Board after consultation with the Association.

(2) The Board adopted standards for pupil achievement.

(3) Any written performance improvement requirements as determined by the evaluator.

(4) The performance evaluation form.

b. Prior to the initial observation set forth below for each school year, the evaluator shall inform each employee of the basis for their evaluation including criteria, the evaluation form, the employee's job description.

(1) The employee and the evaluator shall make a good faith attempt to reach mutual agreement on the employee's performance and measurement criteria. To the extent the evaluator and employee disagree on the performance and measurement

criteria by which the employee is to be evaluated, the employee may specify his/her position in writing including the identification of constraints which the employee believes inhibits his/her ability to meet the criteria.

(2) After giving consideration to the constraints identified by the employee, the evaluator shall make the final decision on the employee's performance and measurement criteria for the school year and shall submit it to the employee, in writing, prior to the first formal observation.

(3) The evaluator and employee shall sign a document indicating that they have reviewed and discussed the items listed in a.(1) through a.(4), above.

(4) If, during the course of the evaluation period, circumstances arise which, in the judgment of the evaluator or evaluatee, invalidate the established performance and measurement criteria, the employee and the evaluator shall meet to review and/or modify the criteria. The evaluator shall be responsible for making the final decision, although the employee may specify his/her position in writing, including the identification of constraints which the employee believes inhibit his/her ability to meet the modified performance standards. The employee's written position shall be permanently attached to any modified criteria.

4. Performance observation procedures:

a. Observations shall be conducted with appropriate consideration for the confidential nature of guidance relationships and validity in testing.

b. If the evaluator becomes aware of areas needing improvement during any observation, these areas shall be reduced in writing and given to the employee along with specific recommendations

for improvement.

c. Either party may request a post-observation conference.

5. Performance evaluation:

a. The evaluator shall prepare a written evaluation and transmit it to the employee as soon as practicable after its completion. But in any event the written evaluation shall be transmitted not later than thirty (30) days prior to the last school day scheduled on the school calendar. The evaluator shall, not later than February 1, prepare a written evaluation for any unit member determined to need assistance from the evaluator.

b. In the formal written evaluation, the evaluator shall cite specific qualities, abilities, examples of excellence, and outstanding performance or deficiencies of the evaluatee.

c. Any statement concerning guidance competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation.

d. In the event the written evaluation indicates that an employee is not performing satisfactorily, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.

(1) As a part of the remediation process after the written evaluation, the evaluator shall meet with the employee and make specific recommendations as to areas of improvement in the employee's performance and shall endeavor to assist the employee in the improvement of such performance.

(2) Employees receiving an unsatisfactory performance rating in the area of guidance methods shall participate in a program provided and determined by the District to

improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.

(3) If subsequent remediation actions on the part of the employee sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.

e. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The employee's signature shall not necessarily signify agreement with the evaluation.

f. The employee may prepare and submit a written response to the written evaluation within ten (10) days of the review. After the ten- (10) day response period has expired, the formal written evaluation shall be placed in the employee's file and the response, if any, shall become a permanent attachment to the evaluation. This is not to preclude an employee from writing and having a response attached after the ten (10) days.

6. Elements of an employee's personal life that do not reflect upon the employee's job performance shall be excluded from the evaluation process. The evaluation process shall not be used to harass an employee.

ARTICLE XII
GRIEVANCE PROCEDURE

A. A "grievance" shall mean an allegation by an employee that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement. The grievance shall include terms and conditions of employment solely as they relate to a specific provision(s) of this Agreement or the effect of Board policies, administrative directives, rules, or procedures for implementing this Agreement.

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

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Affirmative Action).

B. A "grievant" shall mean an employee who is a member of the bargaining unit.

1. The Exclusive Representative may file a grievance on behalf of and with the written consent of specifically identified grievant(s).

2. The Exclusive Representative may file grievances concerning alleged violation of the rights of the Exclusive Representative contained in this Agreement.

C. A "day" shall mean a day when the District Office is open for business.

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing at least twenty-four (24) hours in advance of the meeting.

1. The grievant, a designated representative, or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss in pay.

2. An employee may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Exclusive Representative, as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

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

G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

1. On notice to the District, the employee has a reasonable right to postpone processing during vacation periods.

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

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

I. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Level One

J. Prior to presenting a grievance to the immediate supervisor, the grievant shall present the problem to the Association grievance review committee for advice and recommendation. Within thirty (30) working days of the occurrence or knowledge of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall contain the following minimum information:

- a. The grievant's name
- b. The date of filing
- c. The date of the alleged violation
- d. The specific article(s) and section(s) violated
- e. The specific relief requested

2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article.

3. The grievant may request a conference with the immediate supervisor.

4. Within ten (10) days of receipt of the grievance by the supervisor, or within ten (10) days of the conference, if requested, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Level Two

K. In the event that the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designated representative shall be

filed within ten (10) days of the issuance of the Level One decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.

2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within ten (10) days of the receipt of the appeal.

3. Within ten (10) days of receipt of the appeal or within ten (10) days of the meeting between the Superintendent and the grievant, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

Level Three

L. In the event the grievant is not satisfied with the decision at Level Two, the grievant shall request in writing that the Exclusive Representative submit a request to the California State Conciliation Service for the assignment of a conciliator in order to assist the parties to achieve a satisfactory resolution of the grievance.

1. The request shall be made within ten (10) days of the issuance of the Level Two decision or the deadline within which such decision was to be made.

2. If a conciliator is not available within a time acceptable to the grievant, the grievant may proceed to the next level.

3. If a satisfactory resolution of the grievance is not achieved within ten (10) days following the first meeting with the conciliator, the grievant may proceed to the next level.

M. The Association and the Superintendent may both agree to bypass Level Three and go directly to Level Four.

Level Four

N. If a satisfactory resolution is not achieved within ten (10) days following the meeting with the conciliator, the grievant may proceed to the next level.

O. Arbitration hearings shall be conducted in accordance with the provisions of Level Four of this Article. Board members may attend arbitration hearings as observers. All arbitration hearings shall be held within the District.

P. If the grievant is not satisfied with the result at Level Three, the Exclusive Representative may, within ten (10) days, submit the grievance to the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the grievant is satisfied with the result at Level Three, or any prior level, the Exclusive Representative is barred from the arbitration procedure.

Q. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the following:

1. The termination of services or failure to reemploy a probationary employee.
2. The classification of an employee as probationary.
3. The termination of services or failure to reemploy an employee in a position for which extra compensation is received.
4. The content of the employee's evaluation.
5. The District's right to promulgate rules, policies, or procedures for the implementation of this Agreement.

R. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine

whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.

2. The arbitrator shall not add to, subtract from amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except fines, damages, or penalties.

S. The decision of the arbitrator will be submitted to the Board and the Association.

T. The parties shall share the per diem and expense costs of the arbitrator and the American Arbitration Association administration fee. Each party shall bear all costs of its own case.

ARTICLE XIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Sections thereof, as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. The parties to this Agreement will meet not later than ten (10) working days after such decision to renegotiate the provision or provisions affected.

ARTICLE XIV

RATIO OF SERVICES

A. The District will attempt to improve the level of services and will attempt to retain at least one (1) full-time counseling position at each grade 6-8 school site, one (1) counseling position at the continuation site (.6 FTE), and continue the four (4) counseling positions at the grade 9-12 site. In the event of a fiscal crisis, the number of counselor positions will be subject to discussion with the Association.

B. The District will provide all site-assigned and itinerant employees with space that is appropriate to the services performed. Such space shall be made available as required and be conducive to production of valid services and results. Such spaces will be approved by Administration and allow for proper ventilation, heating, lighting, confidentiality, and conditions appropriate to services rendered.

C. The District will make every effort to improve current ratio of services.

D. Having instituted an appropriate counseling program in elementary school sites, the district will attempt to maintain four (4) elementary counselors. In the event of a fiscal crisis, the number of counselor positions will be subject to discussion with the Association. E. The District's legal rights as referenced in Article II (Management Rights) of this Agreement shall take precedence and prevail over the terms of this Article.

ARTICLE XV
ENTIRE AGREEMENT

A. The District shall not be bound by any requirements which are not expressly and explicitly stated in this Agreement. The District is not bound by any past practices of the District or understandings with any employee organization or council unless such past practices or understandings are specifically stated in this Agreement.

B. The Association agrees that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment; and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in the Agreement.

C. The District agrees to provide the Association with the opportunity to consult on matters mandated by Government Code Section 3543.2. The District also will receive and consider information from the Association where action is being considered concerning working conditions of guidance employees.

ARTICLE XVI

DISCIPLINARY SUSPENSION

A. Discipline (disciplinary action) is defined as suspension without pay not to exceed fifteen (15) workdays. No discipline shall be imposed without just cause and due process.

B. Behaviors resulting in discipline are, for example:

1. Possession of opened alcoholic beverage container, or drinking of alcoholic beverage, or being intoxicated while on the job, or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician.

2. Excessive, repeated, or unexcused absence or tardiness.

3. Abuse of leave privileges.

4. Abusive conduct toward employees, pupils, or public.

5. Administration of corporal punishment.

C. A unit member shall be entitled to Association representation at any meeting which is likely to result in a disciplinary action against the unit member.

D. There shall be no suspension imposed or Notice of Suspension given until the unit member and his or her representative, if requested, have been given the opportunity to review the matter with the Superintendent or designee. However, in an emergency situation demanding prompt action, an immediate suspension with pay may be imposed, with the administrative review to occur as soon as possible thereafter.

E. Following the administrative review by the Superintendent or designee (which shall occur whether or not the unit member avails himself or herself of the opportunity to a meeting under Paragraph C, above, the Superintendent or designee may decide to issue a Notice of Suspension.

F. A Notice of Suspension shall provide the following information:

1. A statement of the cause, including the date(s) upon which said specific act(s) or omission(s) occurred.

2. The date(s) upon which the suspension is to be imposed.
3. A statement advising the employee of his or her right to challenge the suspension without pay under the arbitration procedures of this Article, defined in Paragraphs G and H, below.
4. The provisions of Article XIII (Personnel Files) shall be followed relative to the investigation.

G. Any challenge to a suspension without pay must be filed within five (5) working days after issuance of the Notice of Suspension.

H. Within five (5) days of the issuance of the Notice of Suspension, the Association may submit the disciplinary action to expedited binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

I. The arbitrator's authority shall be limited to the determination of whether or not the suspension was for an appropriate reason for just cause and whether due process was followed and, if not, what is the appropriate remedy.

J. The decision and award of the arbitrator shall be submitted to the Exclusive Representative and the Board for review and implementation.

K. Cost for the service of the arbitrator, including, but not limited to, per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

L. The parties agree that if the arbitrator who is selected by the alternate striking procedures of the American Arbitration Association is not available within thirty (30) days of the Notice of Suspension, then the arbitrator shall be determined by the American Arbitration Association selecting the arbitrator with the earliest available date for hearing.

NOTE: The parties would first participate in the "striking" of names process. In the event that none of the remaining names are available, the American Arbitration Association would be asked to make an appointment.

M. No part of this Article shall be subject to the provisions of Article XII (Grievance Procedure) as defined in the above.

N. Proceedings under this Article may be undertaken independently of the evaluation procedure of Article XI (Guidance Employee Evaluation Procedure).

O. This Article is adopted under the authority of Government Code Section 3543.2(b) and is intended to apply in lieu of the District's right to suspend employees under Education Code Section 44934. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the other provisions of the California Education Code (including, but not limited to, Section 44939, et seq.). Nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.

P. All disciplinary actions, appeals, and related proceedings shall be conducted in a confidential manner.

ARTICLE XVII
TERM OF AGREEMENT

A. Except as specifically provided otherwise herein, the effective dates of this Agreement shall be from July 1, 2016 through June 30, 2019 and shall continue in effect from year to year thereafter unless amended, modified or terminated at provided below:

1. Any party wishing to amend, modify or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than February 1, 2017 and no later than March 31, 2017. Thereafter the parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement.

2. No sooner than February 1, 2017 and no later than March 31, 2017, either party may re-open up to three (3) provisions of the Agreement, in addition to Articles IV and V, for the purpose of revising the collective bargaining agreement.

3. No sooner than February 1, 2018 and no later than March 31, 2018, either party may re-open up to two (2) provisions of the Agreement, in addition to Article IV and V, for the purpose of revising the collective bargaining agreement.

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

SIERRA SANDS UNIFIED
SCHOOL DISTRICT

DESERT AREA GUIDANCE
ASSOCIATION



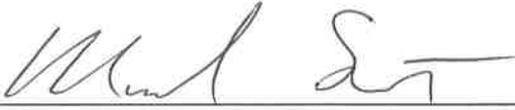
Ernie Bell
Superintendent



Darren Hardy
DAGA President

Dated: 7/13/16

Dated: 6-22-16



Michael Scott
President, Board of Education



Lorraine Beeson
Vice-President

Dated: 7/21/16

Dated: 6/21/16

SIERRA SANDS UNIFIED SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 2017-18 SCHOOL YEAR
 APPENDIX A

	I	II	III	IV	V	VI	VII	VIII
COUNSELORS' SCHEDULE WITH UNITS								
Years	BA + 45	BA + 52	BA + 59	BA + 66	BA + 73	BA + 80	BA + 87	BA + 90
1	\$ 49,333	\$ 50,223	\$ 51,112	\$ 52,001	\$ 52,890	\$ 53,779	\$ 54,669	\$ 55,050
2	\$ 51,999	\$ 52,888	\$ 53,777	\$ 54,666	\$ 55,556	\$ 56,445	\$ 57,334	\$ 57,715
3	\$ 54,664	\$ 55,554	\$ 56,443	\$ 57,332	\$ 58,221	\$ 59,110	\$ 59,999	\$ 60,380
4	\$ 57,330	\$ 58,219	\$ 59,108	\$ 59,997	\$ 60,887	\$ 61,776	\$ 62,665	\$ 63,046
5	\$ 59,995	\$ 60,885	\$ 61,774	\$ 62,663	\$ 63,552	\$ 64,441	\$ 65,330	\$ 65,711
6	\$ 62,661	\$ 63,550	\$ 64,439	\$ 65,328	\$ 66,218	\$ 67,107	\$ 67,996	\$ 68,377
7	\$ 65,326	\$ 66,216	\$ 67,105	\$ 67,994	\$ 68,883	\$ 69,772	\$ 70,661	\$ 71,042
8	\$ 67,992	\$ 68,881	\$ 69,770	\$ 70,659	\$ 71,549	\$ 72,438	\$ 73,327	\$ 73,708
9	\$ 70,657	\$ 71,547	\$ 72,436	\$ 73,325	\$ 74,214	\$ 75,103	\$ 75,992	\$ 76,373
10	\$ 73,323	\$ 74,212	\$ 75,101	\$ 75,990	\$ 76,880	\$ 77,769	\$ 78,658	\$ 79,039
11	\$ 75,988	\$ 76,878	\$ 77,767	\$ 78,656	\$ 79,545	\$ 80,434	\$ 81,323	\$ 81,704
14	\$ 77,413	\$ 78,302	\$ 79,191	\$ 80,081	\$ 80,970	\$ 81,859	\$ 82,748	\$ 83,129
17	\$ 78,838	\$ 79,727	\$ 80,616	\$ 81,505	\$ 82,395	\$ 83,284	\$ 84,173	\$ 84,554
20	\$ 80,263	\$ 81,152	\$ 82,041	\$ 82,930	\$ 83,819	\$ 84,708	\$ 85,598	\$ 85,979
23	\$ 81,687	\$ 82,576	\$ 83,466	\$ 84,355	\$ 85,244	\$ 86,133	\$ 87,022	\$ 87,403
26	\$ 83,112	\$ 84,001	\$ 84,890	\$ 85,779	\$ 86,669	\$ 87,558	\$ 88,447	\$ 88,828
29	\$ 84,537	\$ 85,426	\$ 86,315	\$ 87,204	\$ 88,093	\$ 88,983	\$ 89,872	\$ 90,253
PSYCHOLOGISTS/THERAPISTS' SCHEDULE WITH UNITS								
Years	BA + 45	BA + 52	BA + 59	BA + 66	BA + 73	BA + 80	BA + 87	BA + 90
1	\$ 52,630	\$ 53,519	\$ 54,408	\$ 55,298	\$ 56,187	\$ 57,076	\$ 57,965	\$ 58,346
2	\$ 55,313	\$ 56,202	\$ 57,091	\$ 57,980	\$ 58,869	\$ 59,759	\$ 60,648	\$ 61,023
3	\$ 57,996	\$ 58,885	\$ 59,774	\$ 60,663	\$ 61,552	\$ 62,441	\$ 63,331	\$ 63,706
4	\$ 60,678	\$ 61,567	\$ 62,457	\$ 63,346	\$ 64,235	\$ 65,124	\$ 66,013	\$ 66,388
5	\$ 63,361	\$ 64,250	\$ 65,139	\$ 66,029	\$ 66,918	\$ 67,807	\$ 68,696	\$ 69,071
6	\$ 66,044	\$ 66,933	\$ 67,822	\$ 68,711	\$ 69,601	\$ 70,490	\$ 71,379	\$ 71,754
7	\$ 68,727	\$ 69,616	\$ 70,505	\$ 71,394	\$ 72,283	\$ 73,172	\$ 74,062	\$ 74,437
8	\$ 71,409	\$ 72,299	\$ 73,188	\$ 74,077	\$ 74,966	\$ 75,855	\$ 76,744	\$ 77,119
9	\$ 74,092	\$ 74,981	\$ 75,871	\$ 76,760	\$ 77,649	\$ 78,538	\$ 79,427	\$ 79,802
10	\$ 76,775	\$ 77,664	\$ 78,553	\$ 79,442	\$ 80,332	\$ 81,221	\$ 82,110	\$ 82,485
11	\$ 79,458	\$ 80,347	\$ 81,236	\$ 82,125	\$ 83,014	\$ 83,904	\$ 84,793	\$ 85,168
14	\$ 80,882	\$ 81,772	\$ 82,661	\$ 83,550	\$ 84,439	\$ 85,328	\$ 86,217	\$ 86,592
17	\$ 82,307	\$ 83,196	\$ 84,085	\$ 84,975	\$ 85,864	\$ 86,753	\$ 87,642	\$ 88,017
20	\$ 83,732	\$ 84,621	\$ 85,510	\$ 86,399	\$ 87,289	\$ 88,178	\$ 89,067	\$ 89,442
23	\$ 85,157	\$ 86,046	\$ 86,935	\$ 87,824	\$ 88,713	\$ 89,602	\$ 90,492	\$ 90,867
26	\$ 86,581	\$ 87,470	\$ 88,360	\$ 89,249	\$ 90,138	\$ 91,027	\$ 91,916	\$ 92,291
29	\$ 88,006	\$ 88,895	\$ 89,784	\$ 90,673	\$ 91,563	\$ 92,452	\$ 93,341	\$ 93,722
Master's Stipend = \$1,500; Doctorate Stipend = \$2,500								
Supervision Stipend = \$2,500								
Licensure Stipend = \$2,500								
Counselor Department Chair Stipend = \$1,500								
Longevity bonus for 30 years of service to Sierra Sands USD = \$2,100								
Longevity increase of \$1,425 every three years starting with the 14th year of service								
7 unit increments x \$127.00 per unit = \$889 per column (except BA + 90)								
Revised 6-7-17								

APPENDIX B

Plan Information	Insurance Premium Calculation					
	DAGA		90-C-\$30***	80-C-\$20	80-E-\$20	80-M-\$40
	100-B-\$20	90-A-\$20				
2015/2016						
Anthem Blue Cross / Navius RX	1,334.00	1,334.00	1,334.00	1,334.00	1,334.00	1,334.00
Delta Dental	89.00	89.00	89.00	89.00	89.00	89.00
Vision Services Plan	16.60	16.60	16.60	16.60	16.60	16.60
MetLife Insurance	0.66	0.66	0.66	0.66	0.66	0.66
Monthly Total	<u>1,440.26</u>	<u>1,440.26</u>	<u>1,440.26</u>	<u>1,440.26</u>	<u>1,440.26</u>	<u>1,440.26</u>
2016/2017						
Anthem Blue Cross / Navius RX	1,408.00	1,364.00	1,285.00	1,280.00	1,180.00	856.00
Delta Dental	108.00	108.00	108.00	108.00	108.00	108.00
Vision Services Plan	16.60	16.60	16.60	16.60	16.60	16.60
MetLife Insurance	0.66	0.66	0.66	0.66	0.66	0.66
Monthly Total	<u>1,533.26</u>	<u>1,489.26</u>	<u>1,410.26</u>	<u>1,405.26</u>	<u>1,305.26</u>	<u>981.26</u>
2015/2016 Total Premium	17,283.12	17,283.12	17,283.12	17,283.12	17,283.12	17,283.12
2016/2017 Total Premium	18,399.12	17,871.12	16,923.12	16,863.12	15,663.12	11,775.12
District's Share of 15/16 Premium in 16/17 (2 months)	<u>2,880.52</u>	<u>2,880.52</u>	<u>2,880.52</u>	<u>2,880.52</u>	<u>2,880.52</u>	<u>2,880.52</u>
District's Payments of 16/17 Premium in FY 16/17 (10 months)	<u>15,332.60</u>	<u>14,892.60</u>	<u>14,102.60</u>	<u>14,052.60</u>	<u>13,052.60</u>	<u>9,812.60</u>
Total H&W premiums paid in 16/17 90%/10% Cost Sharing	<u>18,213.12</u>	<u>17,773.12</u>	<u>16,983.12</u>	<u>16,933.12</u>	<u>15,933.12</u>	<u>12,693.12</u>
** Monthly rates are based on 10 monthly payments	\$ 123.00	\$ 79.00	\$ -	\$ (5.00)	\$ (105.00)	\$ (429.00)
The information presented above is accurate to the best of our knowledge.						
*** Per DAGA Contract Dated xxxx Plan 90C\$30 is covered 100% for 16/17 and 17/18 due to declination of 15/16 Retro Pay Raise						