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AGREEMENT BETWEEN

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AND

SADDLEBACK VALLEY PUPIL SERVICES ASSOCIATION

July 1, 2015 to June 30, 2018

Board Ratification: July 9, 2015

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
 AGREEMENT WITH SVPSA, 2015-2018

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018

1 THIS AGREEMENT, made and entered into this 9th day of July, 2015 by and
2 between the BOARD OF EDUCATION OF THE SADDLEBACK VALLEY
3 UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "BOARD", and the
4 SADDLEBACK VALLEY PUPIL SERVICES ASSOCIATION, hereinafter
5 referred to as the "ASSOCIATION".

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE I RECOGNITION

1 A. Parties to the Agreement

2 1. The Board recognizes for the duration of this Agreement the Association as the
3 exclusive representative for the following unit of employees:

4 Counselors

5 Psychologists

6 Speech and Language Pathologists

7 2. Excluded from this Agreement shall be all other classifications of certificated
8 and classified employees.

9 3. Disputes concerning the interpretation and application of this Article are not
10 subject to the provisions of Article VIII.

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

15 C. Concerted Activities

16 1. It is agreed and understood that there will be no strike, work stoppage, slow-
17 down, picketing or refusal or failure to fully and faithfully perform job functions
18 and responsibilities, or other interference with the operations of the District by
19 the Association or its officers, agents, or members, during the term of the
20 Agreement, including compliance with the request of other labor organizations
21 to engage in such activity.

22 2. The Association recognizes the duty and obligation of its representatives to
23 comply with the provisions of this Agreement and to make strong continuing
24 effort to ensure that all employees do so. In the event of a strike, work
25 stoppage, slow-down, or other interference with the operations of the District
26 by employees in good faith to take all necessary steps to cause those
27 employees to cease such action.

28 3. It is expressly understood that in the event this subsection is violated by the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE I RECOGNITION

1 Association, or any of its officers, agents, or members acting under cover of
2 authority of the Association, the District shall have the right to withdraw any of
3 the rights, privileges, or services provided to the Association under the terms of
4 this Agreement.

5 D. Effect of Agreement and Completion of Meet and Negotiation

6 1. It is understood and agreed that the specific provisions contained in this
7 Agreement shall prevail over District practices and procedures and over State
8 laws to the extent permitted by State law and that in the absence of specific
9 provisions in this Agreement such practices and procedures are discretionary.

10 2. During the term of this Agreement, the Association expressly waives and
11 relinquishes the right to meet and negotiate and agrees that the Board shall not
12 be obligated to meet and negotiate with respect to any subject or matter
13 whether referred to or covered in this Agreement or not, even though such
14 subject or matter may not have been within the knowledge or contemplation of
15 either or both the Board or the Association at the time they met and negotiated
16 on and executed this Agreement, and even though such subject or matters
17 were proposed and later withdrawn.

18 E. Term

19 This Agreement shall remain in full force and effect from July 1, 2015 up to and
20 including June 30, 2018. At the conclusion of each year of the Agreement, salary
21 and economic benefits, health benefits, and work year shall be reopened. In
22 addition, each party may reopen one article of choice. Thereafter, this Agreement
23 shall continue in effect year-by-year unless one of the parties notifies the other in
24 writing no later than March 1 of the year in which the contract is to expire of its
25 request to modify, amend, or terminate the Agreement. In the event that a
26 contractual issue of immediate or pressing concern arises during the period of this
27 Agreement, the parties agree to meet for the purpose of negotiating a resolution to
28 said issue.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE II RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT

1 A. District Rights

2 1. It is understood and agreed that the Board retains all of its power and
3 authority to direct, manage and control the District to the full extent of the
4 law. Included in, but not limited to, those duties and powers are the
5 exclusive right to: determine the times and hours of operations;
6 determine the kinds of levels and services to be provided, and the
7 methods and means of providing them; establish its educational policies,
8 goals, and objectives; ensure the rights and educational opportunities of
9 students; determine the curriculum; build, move, or modify facilities;
10 establish budget procedures and determine budgetary allocations;
11 determine the methods of raising revenue; and contract out work. In
12 addition, the Board retains the right to hire, classify, assign, evaluate,
13 promote, terminate, and discipline employees.

14 2. The exercise of the foregoing powers, rights, authority, duties, and
15 responsibilities by the District, the adoption of policies, rules, regulations,
16 and practices in furtherance thereof, and the use of judgment and
17 discretion in connection therewith, shall be limited only by the specific
18 and express terms of this Agreement, and then only to the extent such
19 specific and express terms are in conformance with the law.

20 B. Association Provisions

21 The District agrees to provide the following to the Association:

22 1. The use of buildings under the control of the District in accordance with
23 the provision of Education Code 4040, (formerly Section 16556, Civic
24 Center Act) as determined by Governing Board policy.

25 2. Use of and access to school equipment at reasonable hours and under
26 reasonable conditions as determined at the sole discretion of the District.

27 The District reserves the right to charge reasonable rates for the use of
28 such equipment and material.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE II RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT

- 1 3. The right to post notices regarding the Association on the bulletin board
- 2 at each school in the District.
- 3 4. The right of access to employees at reasonable times on school
- 4 property.
- 5 5. Payroll deduction privileges as determined by the District in accordance
- 6 with the regulations established by the County and the ability of the
- 7 District to do so.
- 8 6. The use of school mailboxes so long as such usage does not impose an
- 9 extra cost to the District to do so.
- 10 7. The District will furnish the Association with a complete agenda for each
- 11 regular meeting of the Board of Education, excluding executive sessions,
- 12 Rodda Act sessions, and personnel items. Agendas will be furnished,
- 13 when possible, at least 48 hours before regular Board meetings.
- 14 8. Access to all public records of the District to the extent of and in the
- 15 manner provided by law.

16 The Association provisions contained above are recognized to be beyond
17 the specific terms of Government Code Section 3543.2, but are considered
18 to be an instrument of implementation of the provisions of Section 3543.1,
19 and the provisions contained herein shall not be construed as limiting the
20 right of the District to extend these provisions to any other employee
21 organization.

22 C. An individual member shall not use electronic district resources, including
23 District email and distribution lists and/or WEB sites, for the purpose of
24 communicating opinions or information about matters being discussed at the
25 bargaining table concerning wages, salaries or working conditions of the
26 bargaining unit. Bargaining unit members shall adhere to the District's
27 Internet Use Agreement.

28 D. SVUSD will provide basic technology to members of SVPSA within their first

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE II RIGHTS AND PRIVILEGES OF THE PARTIES TO THIS AGREEMENT

1 week of employment. This may be the provision of a “loaner” laptop. This is
2 inclusive of email access and special education data management access.
3 SVUSD will have readily available a set of updated and working 10 “loaner
4 laptops” for member use of SVPSA in case of technological issues that
5 cannot be resolved within two (2) business days. Professional software and
6 scoring programs may take additional time to be installed and/or ordered
7 and may not be readily available on loaner equipment.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE III SALARIES AND ECONOMIC BENEFITS

1 A. The basic salary schedule for 2015-16, effective July 1, 2015, for employees
2 in this unit shall be specified in Appendix A.

3 1. The determination of experience for placement on the salary schedule
4 shall be based on the aggregate of actual full-time and part-time paid
5 certificated experience (after obtaining a bachelor's degree) in any
6 Association of Schools and Colleges accredited K-16 school or in any
7 elementary public school in any state in the United States, the District of
8 Columbia or any such school operated by the United States Government
9 or any school established for the purpose of educating dependent
10 children of United States citizens irrespective of location. It is
11 understood that accredited K-16 schools are those schools which have
12 been accredited by the Association of Schools and Colleges. Effective
13 July 1, 2000, employees hired on or after July 1, 1999 may be granted
14 up to five year salary credit for "other relevant and comparable
15 professional experience". In all other cases, an employee whose work
16 experience does not fall within the above criteria, his/her request for
17 experience credit shall be referred to the Professional Growth Committee
18 for resolution. Credit for years of experience for temporary, probationary
19 and permanent employees shall be determined according to the
20 following criteria:

21 a. Day to day or long-term substitute certificated employment does not
22 count toward completion of the 75% of the student year unless it is
23 part of a single assignment (one work assignment, one employee).

24 b. A part-time employee who works less than 75% of the student year
25 shall advance one step on the salary schedule each year. In the
26 event such a part-time were to become a full-time employee, his/her
27 experience credit shall be re-evaluated to determine the appropriate
28 placement on the salary schedule.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE III SALARIES AND ECONOMIC BENEFITS

1 (1) Experience for salary placement shall be granted for fractions of
2 years provided the aggregate is at least 75% of the student year.

3 (2) If, after making this determination, a fractional year of less than
4 75% remains, the balance shall be carried forward and combined
5 with subsequent years of less than 75%.

6 (3) Experience credit may not be carried over into subsequent years
7 if more than 75% of the year has been worked.

8 B. Anniversary Increments Credit

9 1. The determination of experience for anniversary increment shall be
10 based on the aggregate of actual full-time and part-time paid certificated
11 experience (after obtaining a Bachelor's Degree) in any Association of
12 Schools and Colleges accredited K-16 school or in any elementary public
13 school in any State in the United States, the District of Columbia, or any
14 such school operated by the United States Government or any school
15 established for the purpose of educating dependent children of United
16 States citizen's irrespective of location, per the employee's placement on
17 the primary salary schedule upon entry into the District. It is understood
18 that accredited K-16 schools are those schools which have been
19 accredited by the Association of Schools and Colleges.

20 2. An employee shall receive an anniversary increment increase based on
21 the work year with acceptable verification of employment as required
22 above.

23 3. Application for remuneration for anniversary increments shall be on file in
24 the Human Resources Office by September 1 for salary advancement in
25 that school year. Employees applying for experience gained outside the
26 District are responsible for providing an acceptable verification of
27 employment prior to September 1 from each school for which experience
28 credit is required.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE III SALARIES AND ECONOMIC BENEFITS

1 C. Graduate Semester Units – For Speech and Language Pathologists

2 Placement on the primary salary schedule for "Graduate Semester Units"
3 shall be done according to the following guidelines:

4 1. Course work must be taken after the receipt of the Bachelor's Degree. A
5 Bachelor's Degree is determined to have been granted at the time an
6 employee was eligible, as certified by the university or college, though
7 the conferring of the degree did not occur for an additional period of time.
8 Units for each graduate semester unit between 30 and 70 (40 units total)
9 may be counted for advancement on the salary schedule.

10 2. Course work certified to be upper division or graduate level by an
11 accredited college or university for which a grade of "C" or better, or
12 "pass" or "credit" is awarded shall be acceptable.

13 3. Course work certified to be lower division by a college or university for
14 which a grade of "C" or better, or, "pass" or "credit" is awarded shall be
15 acceptable as graduate unit credit if accepted by the Professional
16 Growth Committee. Application for lower division credit shall be heard
17 by the Committee as soon as feasible following the date the application
18 is submitted to the District Human Resources Office. Upon acceptance
19 by the Committee, credit becomes effective as of the beginning of the
20 semester following the completion of the course work. Employees shall
21 have the right to appear in person before the Committee to plead their
22 case. Employees shall submit the following information on their
23 applications:

24 a. A written statement explaining the specific reasons for the request.

25 b. All evidence that supports the reasons for the request.

26 D. Verification of Employee Salary

27 The District shall provide each employee with verification of his salary,
28 professional growth units, and accumulated sick leave on or before May 15.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE III SALARIES AND ECONOMIC BENEFITS

1 E. Remuneration for Appropriate Units

2 Remuneration for appropriate units of college-level work and/or degrees
3 shall be given bi-annually. Evidence by transcript or grade card, or
4 completion of course work and/or degree shall be on file in the Human
5 Resources Office by September 1 for salary advancement at the beginning
6 of the school year, and by February 1 for mid-year advancement. The
7 paycheck received which reflects salary earned in September and February
8 shall correctly reflect the salary to be paid an employee for proper
9 placement on the primary salary schedule subject to County Office
10 accounting procedures.

11 F. Inservice Credits

12 Inservice credits shall be granted for participation in organized
13 District-approved inservice classes where the time allotments and course
14 requirements are the equivalent of similar classes offered by colleges or
15 universities. One semester unit shall be granted for each fifteen (15) hours
16 of approved inservice credit.

17 G. Professional Growth Committee

- 18 1. The Professional Growth Committee shall consist of the Superintendent
19 or designee and three (3) representatives appointed by the President of
20 the Association. Each member of the Committee shall serve a staggered
21 three (3) year term, with one representative being replaced each year.
- 22 2. Upon request of the Superintendent or designee or the employee, this
23 Committee shall review evidence of course work, workshops,
24 conferences, and similar activities which are submitted and evaluate its
25 acceptability for credit toward the employee's advancement on the salary
26 schedule.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

1 A. The work year for each class of employees shall be as follows:

| | | |
|---|------------------------------|----------|
| 2 | Psychologists | 200 days |
| 3 | Counselors | 196 days |
| 4 | Speech/Language Pathologists | 184 days |

- 5 1. Speech/Language Pathologists shall report for duty at the time
6 designated by the Superintendent and work a maximum of 184 days per
7 year, but shall not be required to serve during July and August.
8 Counselors and Psychologists shall report for duty at a time indicated by
9 the District, provided that no Psychologist shall be required to report for
10 duty earlier than three (3) weeks before the beginning of the Fall term
11 and shall not be required to work later than three weeks after the
12 completion of the Spring term.

13 B. Supplemental Assignment

14 Employees covered by this Agreement shall not be required to work outside
15 the work year described in A.1. above unless they are compensated at their
16 daily rate for the preceding school year. Such supplemental assignment
17 shall include summer assignments. At the election of the District, an
18 employee may be employed for a fraction of a day, with a commensurate
19 adjusted daily rate of pay.

20 C. All employees covered by the unit shall work a professional day as defined
21 by the District. School Psychologists shall work a professional day of not
22 less than eight (8) hours on the site of a school campus or the District Office.
23 It is recognized that circumstances may, on infrequent occasions, require
24 modification of the length of the professional day. When such
25 circumstances occur, the school Psychologist may, with the concurrence of
26 the school Principal and the Director, Special Education or Designee, make
27 the needed modifications. The minimum professional day shall include duty
28 on campus from one-half hour before the start of school until the dismissal

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

1 of the last class. The professional day shall include responsibility to make
2 time available when classes are not in session for student, parent, teacher,
3 and other conferences with the Pupil Services employee. Additionally, it
4 shall be the employee's responsibility to discharge such duties on campus
5 during the day as assigned by the Principal.

6 D. Upon approval of the District, a permanent full-time employee may
7 voluntarily reduce his/her assignment from full-time to part-time for a period
8 not to exceed two consecutive years.

9 The District shall notify the employee by March 15 of the second
10 consecutive year in the reduced assignment of the requirement the following
11 year to either (1) return to full-time or (2) permanently reduce to the
12 percentage of the part-time assignment held. Employees who have
13 permanently reduced their assignment to less than full-time may return to a
14 full-time assignment with the approval of the District and provided a full-time
15 assignment is available.

16 In the event two (2) or more employees request to return to a full-time
17 assignment and only one (1) full-time assignment is available, the most
18 senior employee will be given the position, provided the District can find a
19 qualified person to full the part-time position that would become vacant.

20 E. Employees may reduce his/her assignment to less than full-time for up to
21 two (2) consecutive years. At the end of the second year, the employee
22 shall choose to return to full-time or permanently reduce to part-time. If the
23 employee chooses to permanently reduce to part-time, he/she may only
24 return to a full-time position in the future with the approval of the District and
25 provided a full-time assignment is available.

26 F. Employees shall participate, as designated by the Principal or Administrator-
27 in-Charge, in Back-to-School Night and Open House activities, student
28 group presentations to parent groups, promotion or graduation ceremonies,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

1 parent conferences, and similar activities which cannot be fitted practically
2 within the usual schedule.

3 1. Each employee shall, upon request, participate in other types of
4 professional services, including, but not limited to:

- 5 a. service on District Committee;
- 6 b. instructional planning and development activities;
- 7 c. staff development activities

8 2. Employees serving more than one school shall not be obligated to attend
9 all events at all schools, provided that their professional responsibilities
10 are met.

11 G. In order to establish the parameters for hours of employment within
12 reasonable constraints, the following case load ratio shall be established:

13 1. Counselors: Should the District elect to offer a counseling program, the
14 staffing ratio shall be: One (1) Counselor for each 400 students. Any
15 school may maintain a ratio of one (1) Counselor for each 600 students,
16 if one (1) counselor assistant is employed for each counselor at that
17 school. The District shall maintain this ratio by adding staff when
18 enrollment growth increases to .50 of a position when a half-time
19 counselor shall be added and .67 when a full-time counselor shall be
20 added.

21 2. Psychologists: One (1) Psychologist for each 1,850 students, based on
22 a District average. The District shall maintain the above ratio by adding
23 staff when enrollment growth increases to .35 of a position.

24 3. Speech/Language Pathologist: Follow California Education Code(s) for
25 maximum caseload for preschool and school aged children. (See
26 Appendix B)

27 4. The above-mentioned ratios shall be maintained by the District with the
28 following restrictions:

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

- 1 a. At the discretion of the District, personnel may be added to improve
2 the specified ratios in any given year.
- 3 b. Psychologists and Speech/Language Pathologists shall be hired prior
4 to the start of the school year, when the position is earned by student
5 enrollment growth.
- 6 c. No addition shall be made to the counseling staff after February 1st as
7 specified above, except at the discretion of the District.
- 8 d. The District will make every effort to fill vacancies or growth positions
9 before the opening of school in September or within forty-five (45)
10 days of the occurrence of the vacancy of eligibility for the growth
11 positions, except that the District shall not be required to fill vacancies
12 after April 1.
- 13 5. During the course of the operation of the Saddleback Valley Unified
14 School District, there will be occasion where divisions other than Pupil
15 Services decide to utilize services and/or materials of a psychological
16 nature (i.e., proprietary and/or secured tests, statistical and/or
17 experimental procedures, psychometrics, evaluative designs and
18 recommendations, etc.). Prior to the utilization of such services and/or
19 materials, the Superintendent, Director, Special Education or Designee,
20 and a School Psychologist shall be available to consult with and discuss
21 such usage with the proponents. The purpose of the consultation is to
22 consider issues related to the appropriate use of psychological services
23 and materials, ethics, and the validity and appropriateness of the
24 procedure relative to the goal of the endeavor.
- 25 H. If at any time during the term of this agreement, the District is required to go
26 to year-round school in order to obtain new facilities or a special financial
27 supplement from the State, or in the event that the District has inadequate
28 facilities to house students generated by new development, the provisions of

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IV EMPLOYEE HOURS, DAYS, AND DUTY OBLIGATIONS

1 this Article shall be subject to renegotiation without impacting other
2 provisions of this Agreement.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE V SAFETY

1 The Board will make conscientious effort to implement and use practices and
2 processes which are recommended by the District Safety Office for the
3 adequate protection and safety of the employee.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VI EVALUATION PROCEDURES

1 A. The following procedures for employee evaluation shall be utilized:

2 1. Employees shall, for each individual assignment, submit to their
3 evaluator a complete listing of proposed objectives, and measurement
4 activities related thereto, to be considered in the formal evaluation by the
5 second week of October.

6 2. After receipt from the employee of such, the evaluator will review it,
7 consult with the employee about any modifications or change the
8 evaluator believes are necessary, and then the evaluator will determine
9 and transmit to the employee by the fourth week in October a timely,
10 complete listing of the thus established objectives and measurement
11 activities related thereto that will be incorporated in the formal evaluation.

12 3. The evaluator will establish the guidelines for monitoring the employee's
13 case load and progress toward the achievement of the agreed upon
14 established objectives, and thus, hold the employee accountable for their
15 attainment.

16 B. Evaluations of Pupil Services employees assigned to a single school shall
17 be conducted by the immediate supervisor only. When a Pupil Services
18 employee is assigned to two (2) or more schools, the evaluations shall be
19 conducted by the employee's immediate supervisor at each of the schools to
20 which the employee is assigned. Each of these separate evaluations shall
21 be submitted to the Director, Special Education or Designee with a copy to
22 the employee. The Director, Special Education or Designee shall utilize and
23 retain these evaluations to construct a single evaluation of the employee;
24 this evaluation shall be based upon the statement and comments received
25 from the various supervisors to whom the employee is responsible. In
26 addition, the Director, Special Education or Designee reserves the right to
27 insert into the single evaluation statements or comments of his/her own that
28 relate to the employee's performance on the job.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VI EVALUATION PROCEDURES

- 1 C. The following procedures for employee evaluation shall be utilized:
- 2 Permanent employees shall be evaluated once every other year no later
3 than June. Permanent employees who do not receive a satisfactory
4 evaluation shall be evaluated annually. Evaluations of temporary or
5 probationary Pupil Services employees shall be conducted annually.
- 6 D. Evaluations shall be composed of interviews with the employee as well as
7 with personal observations by the immediate supervisor, both formal and
8 informal, where and when appropriate. To the extent that it is possible,
9 observations shall be conducted in such a manner so as to interfere
10 minimally with the private and confidential nature of the counseling or
11 speech therapy relationship.
- 12 E. The evaluator shall base his/her evaluation of any employee only on
13 information which was collected through observation and shall be based on
14 evidence which would be admissible under Government Code Section
15 11513.
- 16 F. Any and all composite evaluations of an employee shall be signed and
17 dated by:
- 18 1. Director, Special Education or Designee
19 2. Employee
- 20 G. The signature of the employee shall not be taken to mean that the employee
21 agrees with the evaluation, but only that he/she has received it and read it.
22 He/she shall have the right to submit a formal written statement regarding
23 items on the evaluation and this statement shall be attached to the
24 evaluation in the employee's personnel file. All files relating to the
25 evaluation of employees shall be subject to inspection by the employee
26 concerned.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VII LEAVES OF ABSENCE

1 For purposes of this article and any reference hereinafter, the term "Spouse"
2 shall be deleted and replaced with "Spouse/Registered Domestic Partner".

3 "Registered Domestic Partnership" means both persons have filed a
4 Declaration of Domestic Partnership with the Secretary of State of California
5 pursuant to Section 298 of the Family Code and for whom that partnership is
6 still valid.

7 A. Sick Leave

8 Every full-time employee shall be entitled to accrue annually the following
9 paid leave of absence to be used when necessary for reasons of personal
10 illness, injury, or disability related to pregnancy:

11 School year (184 days) 10 days sick leave

12 School year (196/200 days) 11 days sick leave

13 1. If, in a given year during the term of this Agreement, an employee uses
14 six (6) or fewer days of paid leave for reasons of personal illness, injury,
15 disability, or personal necessity and personal leave, psychologists shall
16 be entitled to accrue twelve (12) days instead of eleven (11) days the
17 next year, and speech and language pathologists shall be entitled to
18 accrue eleven (11) days instead of ten (10) days the next year.

19 2. Upon request for a new employee, sick leave accumulated in a prior
20 district may be transferred to the Saddleback Valley Unified School
21 District. To benefit from this Section, the employee must have been
22 employed on or subsequent to November 1, 1965.

23 3. Any employee absent on account of illness or injury shall file with the
24 Payroll Department of the Business Office a signed Employee Absence
25 Slip giving the cause of absence. The statement shall also be signed by
26 the immediate supervisor for verification. When an employee is absent
27 due to illness or injury for a period of more than three (3) consecutive
28 days, the District may require the employee to provide a physician's

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VII LEAVES OF ABSENCE

1 statement verifying the illness or injury. An employee shall not normally
2 be required to provide such verification for an absence or injury of three
3 (3) consecutive days or less. Written verification by a physician will be
4 required of consecutive absences of ten (10) days or more if the absence
5 has been occasioned by surgery, illness, or maternity disability, and a
6 doctor's release certifying the employee's capability of resuming all
7 regular activity of the assignment, including restrictions if any, and date
8 of return must be submitted as a condition for return to work. The
9 District, at its option, may require an additional medical opinion from a
10 doctor designated by it, at its expense.

11 4. If an absence is reported and no Employee Absence Slip is filed or no
12 required doctor's note submitted per Section A3 above, a deduction shall
13 be made on the monthly salary for the month following the absence. The
14 amount of deduction shall be the employee's per diem.

15 5. If, upon termination, an employee has used more sick leave than has
16 been earned and accrued, that deficit, in a dollar amount calculated from
17 the equivalent daily rate for the employee at the time of termination, shall
18 be deducted from the final salary warrant due.

19 6. If an employee is absent from work because of illness or accident for a
20 number of days that exceed all applicable, full compensation, earned
21 sick leave, and if the absence for the illness or accident extends to as
22 much as 100 workdays, for such days in that period of absence not
23 covered by accrued sick leave, the employee will receive as
24 compensation the salary normally due reduced by the salary being paid
25 or which would have been paid to the person filling the employee's
26 position (calculated with equivalent daily or monthly rates for each), but
27 in no instance will the employee receive less than five percent (5%) of
28 the salary normally due during that period. In order to utilize differential,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VII LEAVES OF ABSENCE

1 a doctor's note/notes must be provided covering the entire period of
2 absence. Otherwise a deduction shall be made according to B3. For
3 purposes of this section:

4 a. Sick leave, including accumulated sick leave and the 100 day period
5 shall run consecutively.

6 b. An employee shall not be provided more that one 100 day period per
7 illness or accident. In the event the school year ends before the 100
8 day period is exhausted, the employee may take the balance of the
9 100 day period in the following school year if the employee is
10 medically unable to return.

11 7. When sick leave is being requested for maternity disability, the period of
12 disability shall be determined by the employee and the employee's
13 physician. The employee, prior to being granted leave, shall submit to
14 the District a written statement from her physician declaring
15 unequivocally that the employee is disabled from the performance of her
16 duties and stating the anticipated duration of the disability. An employee
17 will be granted paid leave for maternity disability and to the extent that
18 the employee has sick leave only if that employee is in paid status with
19 the District on the workday immediately prior to the date of
20 commencement of the period of disability.

21 B. Donation of Sick Leave

22 1. General Provisions

23 a. A permanent employee suffering from a catastrophic illness or injury
24 who will exhaust all sick leave and other paid time off may request
25 donations of unused sick leave.

26 b. A catastrophic illness or injury is one that incapacitates an employee
27 for an extended period of time and is so serious in nature as to
28 require extensive or long-term treatment, and creates a financial

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VII LEAVES OF ABSENCE

1 hardship for the employee because all sick leave, including
2 differential, has been used.

3 2. Requests for Sick Leave Donations

4 a. An employee eligible to receive catastrophic sick leave donations
5 shall file a "Request for Donated Unused Sick Leave" with the Human
6 Resources Department. The request must be received prior to the
7 last day of paid leave. The request must include written verification
8 by a physician describing the incapacitating nature and probable
9 duration of the illness or injury.

10 b. The maximum number of donated sick leave days that may be
11 utilized by an employee for a catastrophic injury or illness shall not
12 exceed sixty (60) workdays. Donated sick leave shall begin after
13 differential leave is exhausted, and shall be in full day increments
14 (i.e., 8 hours a day).

15 c. Upon receipt of the "Request for Donated Unused Sick Leave", the
16 Assistant Superintendent, Human Resources shall determine:

17 (1) That the requesting employee is unable to work for an extended
18 period of time due to the catastrophic illness or injury, and

19 (2) That the employee will exhaust all accrued paid leave, including
20 differential leave.

21 (3) That the doctor's note indicates that the requesting employee
22 shall be unable to work for at least the duration of the period of
23 donated sick leave requested, and demonstrates that the illness
24 or injury is catastrophic.

25 Upon the verification as required above, the Assistant Superintendent,
26 Human Resources shall approve the transfer of donated accrued sick
27 leave.

28 3. Transfer of Donated Sick Leave

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ARTICLE VII LEAVES OF ABSENCE

- 1 a. Upon verification of the “Request for Donated Unused Sick Leave”,
2 District employees shall be informed of the request and the number of
3 days of donated sick leave being requested.
- 4 b. Donations of sick leave shall be transferred to the recipient, as
5 needed, in the order they are received by the Human Resources
6 Department.
- 7 c. In the event there is an insufficient number of donated sick leave
8 days to cover the request, employees shall be informed of the means
9 by which additional donations may be made.
- 10 d. In the event there is a greater number of donated sick leave days
11 than is needed, the donated sick leave not used by the recipient shall
12 be returned to the individual donors in the reverse order they have
13 been received.

14 4. Donations of Sick Leave

- 15 a. An employee who wishes to make a donation of sick leave shall file a
16 “Sick Leave Donation Form” with the Human Resources Department.
- 17 b. Donations of sick leave may only be made in full day increments (i.e.,
18 8 hours).
- 19 c. Donations of sick leave shall be irrevocable.
- 20 d. Donations of sick leave shall not be counted in determining eligibility
21 for any District sick leave incentive programs.
- 22 e. To ensure that employees retain sufficient accrued sick leave to meet
23 the needs that normally arise, donors shall not reduce their
24 accumulated sick leave balance to fewer than twenty-two (22) days.

25 C. Industrial Accident Illness Leave

- 26 1. Employees who are absent from duty because of illness or injury
27 resulting from industrial accident qualifying for Workers’ Compensation
28 are eligible to received not more than sixty (60) days of industrial

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1 accident leave for any one such incident of illness or injury in any fiscal
2 year incurred within the course and scope of an employee's assigned
3 duties or services being rendered to the District.

4 a. "Qualifying for Worker's Compensation" presupposes that an accident
5 report has been filed according to established procedure and that the
6 Board's industrial accident insurance carrier considers the claim by
7 the carrier, industrial accident leave shall not apply.

8 2. An employee who has sustained a job-related injury shall report the
9 injury to the immediate supervisor and telephonically to the District's
10 reporting agency immediately or as soon as practically possible. An
11 employee who has a job related illness shall report the illness to the
12 immediate supervisor and telephonically to the District's reporting agency
13 as soon as he/she has knowledge that the illness is an alleged industrial
14 illness. In order to qualify for industrial accident or illness leave
15 coverage, an employee claiming such leave shall be examined and
16 treated (if necessary) by a physician approved by the Board's industrial
17 accident insurance carrier.

18 3. The amount of salary paid to such employee in any calendar month will
19 be the salary he/she would have received had he/she not suffered the
20 industrial accident or illness, and he/she shall be entitled to all other
21 benefits of paid service.

22 4. For any days of absence from duty as a result of the same industrial
23 accident whether the employee receives salary payments under
24 industrial accident leave, other paid leave, or vacation, the employee
25 shall endorse to the Saddleback Valley Unified School District any wage
26 loss benefit check from the Board's industrial accident or illness.

27 5. After sixty (60) days, or ninety (90) days, when applicable, if the
28 employee is still absent from duty as a result of such industrial accident

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1 leave, he/she shall then be entitled to other leave benefits for which
2 he/she may be eligible. The Board will consider an extension of
3 industrial accident leave with pay for an additional thirty (30) working
4 days in the event of an injury to an employee sustained while serving at
5 an assignment designated by a principal or his/her surrogate, or other
6 District management employee, when such injured employee is the
7 victim of an unprovoked assault which results in criminal action taken
8 against the attacker.

9 6. The employee's request for return to duty following industrial accident
10 leave must be accompanied by a doctor's release certifying the
11 employee's capability of resuming all regular activity of the designated
12 assignment.

13 7. The Board reserves the right to require a physical examination of any
14 employee who is on a leave of absence. Said physical examination shall
15 be given by a physician designated by the Board whose
16 recommendations may be used by the Board to determine the
17 employee's ability to resume work. The cost of this physical examination
18 shall be paid by the District.

19 8. An employee who is eligible for reemployment and has been medically
20 released for return to his/her duties, but fails to accept appropriate
21 assignment shall be terminated.

22 9. When all available leaves of absence, paid or unpaid, have been
23 exhausted and the employee is not medically able to assume the duties
24 of his/her position, the Board may grant extensions of leave at an annual
25 review of the case.

26 D. Bereavement Leave

27 1. An employee shall be entitled to bereavement leave not to exceed three
28 (3) days, or five (5) days if out-of-state travel is required with full pay, on

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1 account of the death of any member of the employee's immediate family.

2 An additional two (2) days may be authorized by the Superintendent for
3 unusual circumstances.

4 2. For purposes of this section, "immediate family" is limited to mother,
5 father, grandmother, grandfather, or grandchild, of the employee or of
6 the spouse/registered domestic partner of the employee, and the
7 spouse/registered domestic partner, son, son-in-law, daughter, daughter-
8 in-law, brother, or sister, of the employee, or any relative who is living in
9 the immediate household of the employee. In the case of the death of
10 any member of the family not included above, absence for a maximum of
11 one (1) day to attend the funeral may be granted with pay upon approval
12 of the Supervisor.

13 E. Judicial Leave

14 1. An employee shall be granted paid leave of absence for the following:
15 Absence caused by appearance in court in response to a subpoena duly
16 served, except in cases where the employee is a litigant in the case.
17 The pay for subpoena leave shall be the regular rate of pay for the
18 employee minus any payment received from the court. An employee
19 requesting pay for subpoena leave shall file a copy of the subpoena in
20 the Human Resources Office. If a case covered more than one day, a
21 certificate of the Clerk of the Court shall be filed indicating that the
22 presence of the person was required for the additional day. The
23 foregoing shall not apply for any subpoena requiring the presence of an
24 employee more than 150 miles from the District unless the subpoena is
25 related to District business.

26 2. An employee shall be granted paid leave of absence to serve for jury
27 duty when called in the manner provided for in the law, or to respond to
28 an official order from another governmental jurisdiction for reasons not

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1 brought about through the connivance or misconduct of the employee.

2 F. Personal Necessity Leave

3 1. At the election of the employee, for circumstances that are serious in
4 nature, which cannot be expected to be disregarded, which necessitate
5 immediate attention and which cannot be dealt with during off-duty
6 hours, credited days of full compensation sick leave may be used for
7 authorized leave of absence.

8 2. During any school year, any accumulated days of leave of absence for
9 illness or injury may be used by the employee at his/her election in cases
10 of personal necessity.

11 3. An employee shall secure advance permission, not less than five (5)
12 workdays prior to the beginning day of leave, using the District prepared
13 permission form to use personal necessity leave in all cases except:

14 a. Death or serious illness of a member of the immediate family.

15 b. Accident involving the person or property of the employee or of a
16 member of the employee's immediate household; and even in these
17 exceptions, the employee shall make every reasonable effort to notify
18 the immediate administrator.

19 4. Examples of reasons for which approval shall not be granted:

20 a. Political activities or demonstrations

21 b. Vacation, recreation, or social activities

22 c. Civil or organization activities

23 d. Association activities

24 e. Routine personal activities

25 f. Occupational investigation

26 G. Personal Leave

27 During any one year upon at least five (5) days prior notice except in cases
28 of emergency as stated in F.3.a., F.3.b., and above, three (3) days may be

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1 taken for personal leave from accumulated sick leave. No reason will be
2 required.

3 1. No more than 10% or three (3) employees represented by the bargaining
4 unit may use personal leave and/or discretionary leave on any working
5 day. Requests will be honored in the order received. Requests for the
6 following school year may be submitted on June 1 or any time thereafter
7 during any one year.

8 2. Such personal leave shall not be scheduled for the first five (5) days of
9 the school year, the last five (5) days of the school year, nor days
10 especially scheduled for final examinations, parent conferences, or
11 parent-teacher nights.

12 H. Unpaid Personal Leave

13 1. An employee may be granted, at the sole discretion of the Board, an
14 unpaid personal leave of absence for reasons of study, family hardship,
15 anticipated childbirth, child care, extended health rehabilitation,
16 spouse/registered domestic partner's job transfer, or moving.

17 2. A written request, including the reasons and any supporting information
18 relating thereto, and the duration of requested leave, shall be submitted
19 to the District.

20 a. For personal absences of three (3) working days or less, the
21 employee shall submit the request to the Superintendent not less
22 than ten (10) working days prior to the beginning date of the leave.
23 The decision of the Superintendent for approval or denial of these
24 requests shall be final.

25 b. For personal absence in excess of three (3) working days, the
26 employee shall submit the request to the Superintendent in sufficient
27 time for the Superintendent to submit the request, with
28 recommendation, to the Board for approval or denial at a Board

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1 meeting to be held at least two (2) weeks prior to the beginning date
2 of the leave.

3 3. Personal absence leave in excess of three (3) working days shall be
4 limited to the balance of the school semester, or a full school term.

5 4. Any personal leave of absences that may be granted under these
6 provisions shall be without compensation. If the personal leave of
7 absence extends beyond thirty (30) working days, any portion beyond
8 that period shall not count as service determining eligibility for other
9 types of leave, salary advancement, retirement, tenure, and other
10 benefits; and District contributions toward premiums for medical and
11 dental insurance shall cease during the leave, but may be continued at
12 the employee's expense. By rule of State Teachers' Retirement System
13 (STRS) regulations, leaves of absence without pay may not be counted
14 toward STRS service credit.

15 5. As a condition of leave being granted under these provisions, the
16 employee shall provide in writing, and submit with the application for
17 such leave, a guarantee that the employee will maintain throughout the
18 period of the leave, valid credential and certification authorizations under
19 which the employee is serving in the District immediately prior to the
20 beginning of the leave.

21 6. An employee returning from personal leave shall be reinstated to a
22 position equivalent to that in which they were previously employed. If at
23 the time of reinstatement an employee no longer has the credential and
24 certification authorization utilized at the time the leave was granted, the
25 employee may be terminated by the Board.

26 7. If the personal leave of absence was granted for health reasons, the
27 employee shall be required to submit, prior to return to active duty, a
28 doctor's release certifying the employee's capability without restrictions

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1 or detriment to the employee's physical or emotional well-being, of
2 resuming all regular activity of the designated assignment.

3 8. An employee shall not accept gainful employment while on personal
4 leave of absence from the District, except by permission of the Board.
5 Under extenuating circumstances, employment may be accepted
6 contingent upon final approval of the Board.

7 I. Leave Authorization

8 The Board and each employee of the District have entered into an
9 employment contract, whereby the employee has agreed to supply, for a
10 specified time, certain designated professional services to the Board for an
11 agreed upon salary. Said services are to be provided by the employee,
12 unless that employee is absent as authorized by State law or by authorized
13 leave provisions of this Agreement.

14 1. It is agreed that an employee who is absent from work other than for
15 those days so authorized is taking an unauthorized absence, which
16 constitutes a breach of contract.

17 a. An employee, after three (3) working days of unauthorized absence
18 will be notified in writing by the District of the breach of contract, and
19 the Board of Education will likewise be so informed.

20 b. The Board will deduct a salary amount and District fringe benefit
21 costs proportionate to the annual salary as the ratio of days absent
22 on unauthorized absence is to the annual days of required service.

23 c. An employee who is absent on unauthorized absence for more than
24 three (3) working days in the school term, shall be subject to such
25 disciplinary action as the Board deems appropriate under the
26 circumstances.

27 d. An employee who is absent on unauthorized absence for five (5)
28 consecutive working days, or who fails to return to work within five (5)

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1 working days after the expiration of an unauthorized leave of
2 absence, shall be deemed to have abandoned employment with the
3 District, and such conduct shall constitute an automatic resignation of
4 the employee.

5 e. The foregoing may be waived by the Board for good and sufficient
6 reasons.

7 J. Personal Leave Without Pay

8 Tenured employees may take leave without pay for up to one (1) year in
9 length for personal reasons upon submission of such leave request to the
10 Superintendent for approval, and subsequent approval by the Board. By
11 rule of State Teachers' Retirement System (STRS) regulations, leaves of
12 absence without pay may not be counted toward STRS service credit. The
13 employee must notify the District no later than March 15 of his/her intent to
14 return or resign.

15 K. Discretionary Leave

16 Every full-time Speech and Language Pathologist represented by this
17 bargaining unit shall be eligible to take up to five (5) days of discretionary
18 leave per school year. By rule of State Teachers' Retirement System
19 (STRS) regulations, leaves of absence without pay may not be counted
20 toward STRS service credit. These days shall not be cumulative from year
21 to year and shall be subject to the following conditions:

22 1. The cost of a substitute to replace the employee, or the equivalent sum if
23 there is no substitute, shall be deducted from the employee's per diem
24 salary rate.

25 2. No more than ten percent (10%) or three (3) employees, whichever is
26 greater, represented by the bargaining unit may use discretionary leave
27 and/or personal leave on any working day.

28 3. Notice of intent to take a discretionary leave day must be made at least

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1 five (5) working days in advance to the Office of the Assistant
2 Superintendent, Human Resources, with a copy to the principal of the
3 school(s) involved.

4 4. The District shall have the unequivocal right to deny or cancel any
5 request for discretionary leave if:

6 a. There are insufficient substitutes available to cover the discretionary
7 leave requests after absences due to illness have been covered, or

8 b. The number of requests exceed the ten percent (10%) figure.

9 5. Such discretionary leave shall not be scheduled for the first five (5) days
10 of the school year, the last five (5) days of the school year nor days
11 especially scheduled for final examinations, parent conferences, or
12 parent-teacher nights.

13 6. Discretionary leave shall expressly not be used for the purpose of a
14 strike, work slowdown, work stoppage, or any other concerted activity.

15 L. TB Leave

16 An employee shall receive written notice from Human Resources at least
17 two (2) weeks prior to the expiration date of his/her last tuberculosis (TB)
18 test. If an employee fails to submit evidence of having a negative reaction to
19 an approved TB exam, a second reminder will be sent within ten (10) days
20 after the expiration date of his/her last TB test. An employee who fails to
21 submit such evidence within ten (10) days of the receipt of the second
22 written reminder shall be placed on unpaid leave of absence until
23 certification of the results are received.

24 M. Family Illness

25 Upon application by an employee to his/her immediate supervisor,
26 emergency leave with pay for a serious or critical illness, or injury to a
27 member of the immediate family as defined in Article VII, Section D.2. of this
28 Agreement, calling for the services of a physician, and of such an

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1 emergency nature that the immediate presence of the employee is required
2 during his/her work day, may be granted for a maximum of two days per
3 year with pay. Verification satisfactory to the District may be required within
4 five working days after return to duty.

5 N. Sick Leave for the Purpose of Caring for an Ill Family Member

6 1. Every SVPSA member shall be entitled to use up to thirty (30) days of
7 accrued sick leave (prorated if less than full-time) each year for the
8 purpose of caring for child, parent or spouse/registered domestic partner
9 who is ill.

10 2. For purposes of this section:

11 a. "Child" means a biological, foster or adopted child, a stepchild, a legal
12 ward, or a child of a person standing in loco parentis.

13 b. "Parent" means a biological, foster, or adoptive parent, a stepparent
14 or a legal guardian.

15 3. General Provisions

16 a. Sick leave for the purpose of caring for an ill family member shall not
17 accrue from year to year.

18 b. Differential sick leave or donated sick leave may not be used for the
19 purpose of caring for an ill family member.

20 c. Sick leave taken under this provision shall be in addition to Family
21 Illness leave provided in Section N. of this Article.

22 4. Requests to use accrued sick leave for the purpose of caring for an ill
23 family member shall be made in advance to the Assistant
24 Superintendent, Human Resources whenever possible. The request
25 shall indicate the number of days of accrued sick leave to be taken and
26 whether the ill family member is a child, spouse/registered domestic
27 partner or parent. Request must include a doctor's note. If the nature of
28 the illness prevents the employee from providing advance notification,

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then the employee must present this verification within three days of return to duty.

- 5. Additional use of accrued sick leave may be granted in unusual or extraordinary circumstances by the Superintendent or designee.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

1 A. Definitions

2 1. An “alleged violation” is a formal written “allegation” by an employee that
3 he/she has been adversely affected by a misapplication of this
4 Agreement.

5 2. A “day” is any day in which the central administrative office of the
6 Saddleback Valley Unified School District is open for District business.

7 3. The “immediate administrator” is the principal or other management
8 employee of the District having immediate jurisdiction over the employee
9 and who has been designated to adjust alleged agreement violation.

10 B. Before filing an allegation, an employee will first discuss the basis for the
11 contemplated allegation with the immediate administrator with the objective
12 of resolving the matter through such an informal conference. Only the
13 employee and the immediate administrator will be present at the informal
14 conference.

15 C. Procedure

16 An allegation shall be processed in the following manner:

17 1. Level I

18 a. Within ten (10) days after the occurrence of the act or omission giving
19 rise to the allegation, the employee must present the allegation on the
20 District provided form to the immediate administrator.

21 b. The written description on the District provided form shall be a clear,
22 concise statement of the allegation, the circumstances involved, the
23 conclusions reached at the informal conference, and the specific
24 remedy sought.

25 c. The immediate administrator shall communicate a decision to the
26 employee in writing within ten (10) days after receiving the allegation.
27 If the administrator does not respond within the time limit, the
28 employee may appeal to the next level designated for processing

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AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

1 allegations. Such appeal must be made within ten (10) days after the
2 expiration of the time limit.

3 d. Within the specified time limit, either party may request a personal
4 conference with the other, and such request shall be granted.

5 e. The Association shall receive a copy of the written decision of the
6 Administration, before a decision is rendered at the next level, and
7 copies of all subsequent meetings by the District at the levels above.

8 2. Level II

9 a. If the employee is not satisfied with the decision of the allegation at
10 Level I, the employee may appeal, and if so, shall file the allegation
11 on the District provided form with the Assistant Superintendent,
12 Human Resources within ten (10) days after the written decision at
13 Level I has been delivered.

14 b. The statement filed at this level shall include a copy of the original
15 allegation, a copy of the decision rendered and a clear, concise
16 statement of the reasons for the appeal.

17 c. The Assistant Superintendent, Human Resources shall communicate
18 his/her decision in writing within ten (10) days after receiving the
19 appeal. Either the employee or the Assistant Superintendent, Human
20 Resources may request a personal conference with the other within
21 the time period for filing of the appeal to the deadline for rendering of
22 a decision. If the Assistant Superintendent, Human Resources does
23 not render a written decision within the prescribed time limit, the
24 employee may appeal to the next level. Such appeal must be made
25 within ten (10) days after the expiration of the time limit.

26 3. Level III

27 a. If the allegation is not resolved at Level II, the employee may request
28 in writing a hearing before an arbitrator. The request shall be filed in

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AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

1 the Office of the Superintendent within ten (10) working days after
2 receipt of the written decision of the Superintendent or his/her
3 designee prior to the expiration of the record for appeal in Level II
4 above, whichever occurs sooner. A certified court reporter may be
5 employed at the employee's request to record verbatim the entire
6 arbitration hearing, provided the employee agrees to pay half the cost
7 of the services and expenses of such court reporter. In the event that
8 the District wishes a certified court reporter and the employee does
9 not, the District may employ and pay the full cost of such reporter.

10 b. Functions of the arbitrator are:

11 (1) To hold hearing concerning the allegation.

12 (2) To render an advisory decision within thirty (30) days after the
13 closing of the hearing.

14 c. Within five (5) working days after timely written notice of submission
15 to arbitration, the employee and Superintendent or his designee will
16 attempt to agree upon a mutually acceptable arbitrator competent in
17 the area of the alleged agreement violation, and will obtain a
18 commitment from said arbitrator to serve.

19 d. In the event agreement is not reached regarding an arbitrator within
20 ten (10) working days, the American Arbitration Association will be
21 requested to supply a list of ten (10) names of persons
22 knowledgeable in public school dispute resolutions.

23 e. The employee and the Superintendent or his designee will alternately
24 strike names from such list until only one (1) name remains. The
25 person who strikes first from the list shall be determined by lot. The
26 remaining name shall be designated as the arbitrator.

27 f. The arbitrator shall have jurisdiction to consider only those issues
28 which have been properly and timely processed through all prior

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

1 steps of the Alleged Agreement Violation Procedures.

2 g. The arbitration shall offer District representatives involved, a
3 reasonable opportunity to present evidence, witnesses, arguments,
4 and briefs. The party calling a witness shall pay the costs of such
5 witness.

6 4. Petition for Review to the Board of Education

7 a. In the event that the employee is not satisfied with the advisory
8 decision of the arbitrator, he/she may appeal the decision in writing
9 within five (5) days to the Board of Education. The District may also
10 appeal the decision of the arbitrator in writing within five (5) days to
11 the Board of Education.

12 b. The Board of Education alone has the power to render a final and
13 binding determination of the matter. The Board of Education shall
14 review the matter in Executive Session no later than the second
15 regular board meeting following the meeting at which the request for
16 review is received.

17 c. The employee who filed the allegation will be notified of the meeting
18 at which the Board of Education will conduct its review. These
19 parties may, at their request, be present and give testimony.

20 d. The decision of the Board of Education shall be rendered no later
21 than the next regular board meeting that at which the review of the
22 allegation has been concluded. The decision shall be communicated
23 in writing to the employee and the Association.

24 5. Other Provisions

25 a. An employee will represent himself or herself at all stages of the
26 formal alleged agreement violation process. At any of Levels I
27 through III, the employee at his/her request may be accompanied and
28 assisted in the process of representation with respect to the alleged

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

- 1 agreement violation by a representative of the Association.
- 2 b. Resolution of an alleged agreement violation at Level I, II, or III shall
3 be deemed to exist by affirmation of the employee to concur with the
4 decision rendered or by failure of the employee to appeal the decision
5 within the specified time periods to the next higher level.
- 6 c. The filing of the alleged agreement violation shall in no way interfere
7 with the right of the Board to proceed in carrying out its management
8 responsibilities and decisions prior to a final resolution of the
9 allegation. In the event the employee protests an order, requirement,
10 or other directive, the employee shall fulfill or carry out such order,
11 requirement, or other directive, prior to filing an allegation, and shall
12 continue to carry out such order, requirement or other directive,
13 pending the final resolution of the employee.
- 14 d. Although a specific time period is provided for administrative
15 decisions at each level of the foregoing procedure, it is recognized
16 that multiple allegation filings must be processed in a sequential
17 manner. Consequently, at each level of the procedure, allegations
18 shall be assigned consecutive numbers, based upon the time and
19 date on which written allegations are received.
- 20 e. Administrative personnel shall process such numbered allegations in
21 a sequential manner, following a pattern that first filed will be first
22 considered. Regardless of specific time periods provided for
23 decisions at the various levels of the procedure, administrative
24 personnel shall not be required to consider more than one (1) alleged
25 agreement violation per day.
- 26 f. Once an allegation arising from a particular incident(s) or
27 circumstance(s) has been resolved, another allegation based on that
28 particular incident may not be filed.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE VIII PROCESSING OF ALLEGED AGREEMENT VIOLATIONS

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g. All documents, communications, and records dealing with the processing of an allegation will be filed in a separate alleged agreement violation file and will not be kept in the personnel file of any of the participants.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IX ASSIGNMENTS AND TRANSFERS

1 A. Psychologists and Speech/Language Pathologists

2 Assignments to specific work locations are the responsibility of the District, and
3 no employee has a right to any particular school or schools as a place of
4 permanent assignment. Psychologists and Speech/Language Pathologists are
5 normally assigned to more than one school, and will be assigned as needed by
6 the District.

7 1. Psychologists and Speech/Language Pathologists shall notify the Director,
8 Special Education or Designee, not later than May 1 of the specific
9 assignment desires, and those in which the employee feels that it is not in the
10 best interest of the District for him/her to continue.

11 2. The Director, Special Education or Designee shall notify the employee of
12 his/her assignment for the ensuing school year five (5) days before the
13 employees last assigned work day, except under unusual and extenuating
14 circumstances. If the assignment is changed after June 30, notification will be
15 provided as soon as possible.

16 3. All notifications shall be in writing. An opportunity to discuss the assignment
17 with the appropriate administrator shall be given.

18 B. Counselors

19 Counselors normally serve at one school, and they may exercise transfer rights
20 or may be subject to transfer by the District.

21 1. Counselors may initiate a request for transfer to another school by submitting
22 a request in writing to the Human Resources Office. The request will be
23 forwarded to the appropriate administrator for consideration. Employees of
24 the District shall be given first consideration for a vacant position over outside
25 applicants, provided that they meet the requirement of the position and have
26 the approval of the principal. Competency and seniority shall be two of the
27 significant criteria to filling any vacancy.

28 2. If a request for transfer is denied, the employee shall be given an opportunity

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IX ASSIGNMENTS AND TRANSFERS

- 1 to discuss the transfer with the appropriate administrator.
- 2 3. The District will post vacancies on employee bulletin boards at each work
3 location for a minimum of two (2) weeks before the closing date for any
4 counselor vacancy. Assignments will be made only after the closing date.
- 5 4. In staffing new schools, the District shall entertain requests for transfer as
6 above, except that assignment shall be subject to the requirement that
7 existing staffs shall not be decimated by such transfers.
- 8 5. When an involuntary transfer of the counselor is to be made for the ensuing
9 school year, the notification will be provided to the counselor as soon as
10 possible, and not later than June 1, except in unusual circumstances. If a
11 counselor is transferred after June 1, as much notice as possible will be given
12 before the actual transfer occurs.
- 13 6. An involuntary transfer shall take place only after a meeting between the
14 counselor and the Superintendent, or his designee.
- 15 7. An employee who is transferred involuntarily shall have the opportunity to
16 discuss the transfer with the appropriate administrator.

17 C. Administrator-Initiated Transfer/Reassignment

18 The District shall furnish transportation of materials to assist in relocations
19 necessitated by a transfer due to an administrator-initiated transfer/reassignment.

20 D. Team Assignments

- 21 1. Partnership shall be designed on one of the following models:
- 22 a. Two (2) employees sharing one (1) full time position - one (1) semester
23 each.
- 24 b. Two (2) employees sharing one (1) full time position - dividing the work
25 week - three (3) days and two (2) days. By agreement employees may
26 switch their parts of the assignment at the semester.
- 27 c. Two employees sharing one full time position - dividing the work week
28 according to a mutually agreed upon plan provided that one of the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE IX ASSIGNMENTS AND TRANSFERS

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partners works no less than fifty percent (50%) plus one (1) of the days in a semester.

2. A total plan for the year approved by the Director, Special Education or Designee, must be submitted to Human Resources by March 30. The plan must be outlined to include the following:
 - a. Dates specified on which staff is scheduled to work.
 - b. Staff planning and communication system established.
 - c. Description of how all adjunct duties will be covered and performed.
3. Any professional working fifty percent (50%) or more on the partnership assignment will receive all District fringe benefits. Staff working less than fifty percent (50%) of the time will not receive fringe benefits. Sick leave and experience credit will be earned in proportion to time worked. Employees working less than fifty percent (50%) of the time shall have the option to pay for their own fringe benefits package.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE X NON-SALARY COMPENSATION

1 A. Insurance Programs

2 1. The District will contribute toward the cost of the PPO and HMO medical
3 care insurance policy premiums or programs, mental health care
4 insurance policy premiums or programs, dental care insurance policy
5 premiums or programs, vision care insurance policy premiums or
6 programs, and life insurance and accidental death and dismemberment
7 insurance policy premiums or programs for group plans covering eligible
8 active employees and eligible active dependents, subject to the
9 employee making annual contribution for the balance of the premium
10 above the District Contribution. (See Plan Document for complete
11 regulations regarding eligibility.) The Board shall implement annual
12 employee payroll contributions for HMO and PPO medical and mental
13 health benefit coverages as follows:

14 HMO

- 15 • \$500 employee only
- 16 • \$750 employee plus one dependent
- 17 • \$1000 employee plus two or more dependents

18 PPO

- 19 • \$1,200 employee only
- 20 • \$2,250 employee plus one dependent
- 21 • \$3,350 employee plus two or more dependents

22 2. For purposes of this Article “dependent” shall mean an employee’s
23 spouse or registered domestic partner or an employee’s child or child of
24 a registered domestic partner, including any stepchild, legally adopted
25 child or foster child of the employee or his/her registered domestic
26 partner who is less than 26 years of age, is not covered for benefits as a
27 District employee, and is not a member on active duty with the Armed
28 Forces.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE X NON-SALARY COMPENSATION

1 3. Employees working less than twenty (20) hours per week shall not be
2 eligible for participation in a medical care insurance plan, mental health
3 care insurance plan, dental care insurance plan, vision care insurance
4 plan or life and accidental death and dismemberment insurance plan as
5 approved by the Board and no contributions will be made by the District
6 on behalf of those employees.

7 B. Insurance Program Coverage

8 The District shall maintain in force the same insurance programs during the
9 term of this Agreement and additional costs (if any) past the first year of this
10 Agreement required to provide this program over and above the dollar
11 amounts specified above shall be paid by the District.

12 C. Retirement Insurance Benefits

13 See ARTICLE XI, REDUCED WORKLOAD/EARLY RETIREMENT.

14 D. Tax Sheltered Annuities

15 Members of the bargaining unit may participate in any tax sheltered annuity
16 program approved by the Board, with payroll deductions for this purpose.

17 E. Termination of Insurance Benefits

18 A probationary or permanent employee who is involuntarily terminated by
19 the District because of a reduction in force pursuant to Education Code
20 Section 44955 will continue to be insured under the group health care and
21 life insurance policies through September 30 of the following school year.

22 F. Coverage of Employees on Paid Leave

23 Employees on approved paid leave of absence shall be provided all fringe
24 benefits as provided in Section A of this Article.

25 G. Members on Unpaid Leave

26 Employees on unpaid leave of absence shall be provided the opportunity to
27 participate in all fringe benefit programs at their own expense.

28

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

1 Section 1. CalSTRS Reduced Workload Program

2 A. The District shall permit certificated employees to participate in the CalSTRS
3 Reduced Workload Program and reduce their workload from full-time to part-time
4 duties (a minimum of 50% of full-time) and have their retirement benefits based
5 on full-time employment for up to ten years, normally the last ten years before
6 retirement. To qualify for this program, the employee must meet the following
7 eligibility requirements:

- 8 1. Attained the age of fifty-five (55) prior to the beginning of the school year in
9 which the employee will participate in the reduced workload program.
- 10 2. Have at least ten years of full-time STRS credited service in a position
11 requiring certification. Five (5) years shall have been served in the District.
- 12 3. Have been employed full-time performing STRS creditable service five
13 consecutive years immediately before entering the reduced workload
14 program.
- 15 4. Submit the application for participation in this program no later than May 1 of
16 the preceding school year.

17 B. The agreement or contract for reduced service shall be executed by the
18 employee and the employer, in writing, prior to the period of reduced service at
19 the beginning of the school year or before the beginning of the second half of the
20 school year. It shall include a job description, duties, hours, location or locations
21 at which services are to be performed and the duration of participation in the
22 program. The agreement can be revoked only with the mutual consent of the
23 employee and the employer. The assignment shall require service based on
24 consecutive hours or periods in the school day.

25 C. Reduced workload assignments shall be authorized on the following model:

26 Work full-time for at least one-half (1/2) of the work year for Speech and
27 Language Pathologist (92 days) or School Psychologist (100 days).

28 D. The employee shall be paid a salary which is the pro rata share of the salary

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

1 he/she would be earning had he/she not elected to exercise the option of
2 part-time employment. The employee shall retain all other rights and benefits
3 for which he/she or the District makes the payments, including those as
4 provided in Section 53201 of the Government Code, that would/should be
5 required if he/she remained in full-time employment.

6 E. Part-time service is limited to a period not to exceed ten (10) years.

7 F. The employee and employer agree to submit contributions to the State Teachers'
8 Retirement System based on the compensation which would be earned for
9 full-time employment.

10 G. Full retirement credit is not earned until the end of the full school term or full
11 school year. Participants who terminate prior to these concluding periods will
12 receive retirement credit based on the salary actually paid for that year in the
13 proportion that it relates to the annual salary that would have been paid had the
14 employment continued. An employee may request termination of the agreement.
15 Such request shall be made in writing to the employer not later than November
16 15 or March 15 in any school year, and the employer shall act on the request on
17 or before January 15 or May 15. If consent is given, the employee shall be
18 reassigned to the school of previous full-time employment or if such assignment
19 is unacceptable or cannot be made, the employee shall be given priority
20 consideration for any vacancy for which he/she is qualified.

21 H. Retirement contributions for service not credited because of termination of
22 contract or agreement, by resignation, dismissal, or retirement, will be returned to
23 the employee, or in case of death, to the beneficiary. When two or more
24 applications for reduced employee service are received on the same day, the
25 original order of employment which determined seniority rights shall determine
26 priority rights to reduce workload assignment.

27 I. All rights mandated by law and any additional benefits which may be granted by
28 the District to its certificated employees shall be applicable to any and all such

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

1 employees who are on contract for reduced workload service. District payments
2 of premiums or other charges for employees' health and welfare benefits shall
3 not be prorated for an employee who is on a reduced service contract.

4 J. On or before the beginning of the second semester and/or May 20 in any year,
5 the employer shall provide the Association with a list of employees who will be
6 participating in the reduced workload service program.

7 Section 2. Health Benefits for Retirees

8 A. Any employee hired in the District before July 1, 2012 and who has served in a
9 credentialed position for the District for a period of not less than five (5) full-time
10 years and has attained the age of 55 and has not attained the age of 65 is
11 eligible for all medical, mental health, dental, vision care, and life and accidental
12 death and dismemberment benefits given by the District to employees upon
13 his/her retirement. Any employee hired on or after July 1, 2012 and who has
14 served in a credentialed position for the District for a period of not less than ten
15 (10) full-time years and has attained the age of 55 and has not attained the age
16 of 65 is eligible for all medical, mental health, dental, vision care, and life and
17 accidental death and dismemberment benefits given by the District to employees
18 upon his/her retirement.

19 B. The District shall contribute toward the cost for providing the retired employee the
20 same insurance benefits (medical, mental health, dental, vision, and life and
21 accidental death and dismemberment benefits) that would be provided if the
22 person were a regular, non-retired employee eligible for benefits, at the time of
23 retirement. Employees who retire on or after January 1, 2003 shall make the
24 same contributions for medical coverage required of existing employees. In the
25 event that the retiree dies, and the spouse or registered domestic partner and/or
26 eligible dependents are enrolled in the District's Health Benefit program, the
27 health benefits (medical, mental health, dental, and vision) will be continued for
28 the retiree's spouse or registered domestic partner and eligible dependents

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018
ARTICLE XI REDUCED TEACHING/EARLY RETIREMENT

1 provided he/she has attained the age of fifty-five (55) years and has not attained
2 the age of sixty-five (65) years and dependents continue to meet the eligibility
3 requirements specified by the Plan Document. In the event the retiree attains the
4 age of 65, the health benefits will be continued for the retiree's spouse or
5 registered domestic partner provided he/she has attained the age of 55 and has
6 not attained the age of 65. In the event the retiree is 55 to 65 and the retiree's
7 spouse or registered domestic partner is over 65, health benefits will be
8 continued for both the retiree and the retiree's spouse or registered domestic
9 partner until the retiree reaches the age of 65. These insurance benefits shall be
10 secondary to any benefits for which the retired employee or his/her spouse or
11 registered domestic partner is eligible under Medicare or MediCal.

12 C. After the retiree and his/her dependents or registered domestic partner are no
13 longer eligible for District Health Benefits, the retiree may purchase the same
14 health benefits given to regular employees through COBRA for a fee of 102% of
15 the cost of benefits for regular employees, (unless the retiree is no longer eligible
16 for COBRA benefits). These benefits shall be secondary to any benefits for which
17 the retiree or dependents is eligible under Medicare or Medical.

18 D. When the retiree is no longer eligible for COBRA benefits, the retiree and spouse
19 or registered domestic partner may purchase the same medical and dental
20 benefits provided to regular employees. Those who are Medicare eligible may
21 purchase the same medical and dental benefits provided to regular employees
22 for a fee of 140% of the cost of the benefits for regular employees. These
23 benefits shall be secondary to Medicare. Employees who retire on or after July
24 1, 2004 and who are not Medicare eligible may purchase these benefits at 300%
25 of the cost of benefits for regular employees.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH SVPSA, 2015-2018

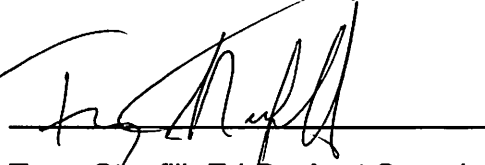
1 AGREEMENT between Saddleback Valley Unified School District and Saddleback
2 Valley Pupil Services Association signature page.

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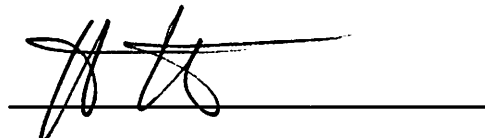
For the District:



Clint Harwick, Ed.D., Superintendent



Terry Stanfill, Ed.D., Asst Superintendent
Human Resources



Bob Presby, Director
Human Resources

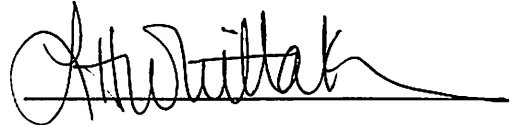


Diane Lohrman, Director
Special Education



Susan DePass, Program Specialist

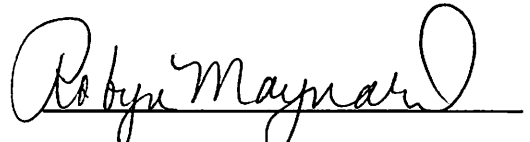
For the Association:



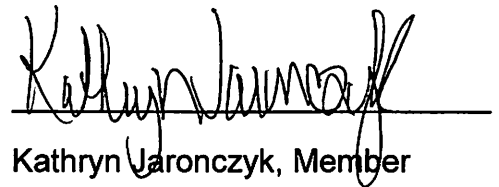
Lauren Whittaker, SVPSA President



David Houten, Member
SVPSA Negotiations Team



Robyn Maynard, Member
SVPSA Negotiations Team



Kathryn Jaronczyk, Member
SVPSA Negotiations Team

Ratified: July 9, 2015

Ratified: June 23, 2015

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
PUPIL SERVICES CREDENTIALLED
LICENSED Speech Pathologist per Ed Code 44831
2015-2016 INTERIM SALARY SCHEDULE**

**Psychologists
Work Year 200 Days
Range 1**

| Step | Salary |
|---|-----------|
| 1 | \$71,047 |
| 2 | \$75,180 |
| 3 | \$79,374 |
| 4 | \$82,850 |
| 5 | \$87,151 |
| 6 | \$91,520 |
| 7 | \$95,970 |
| Salaries listed below include anniversary bonus | |
| 14 | \$101,048 |
| 17 | \$106,126 |
| 21 | \$109,617 |
| 25 | \$120,089 |

Add \$4,013 for Doctorate

**Mental Health Counselors
Work Year 200 Days
Range 2**

| Step | Salary |
|---|-----------|
| 1 | \$64,746 |
| 2 | \$66,310 |
| 3 | \$67,873 |
| 4 | \$69,432 |
| 5 | \$70,998 |
| 6 | \$72,558 |
| 7 | \$76,030 |
| Salaries listed below include anniversary bonus | |
| 14 | \$83,411 |
| 17 | \$88,273 |
| 21 | \$91,612 |
| 25 | \$101,636 |

Add \$4,013 for Doctorate

**Speech & Language Pathologists
Work Year 184 Days
Range 3**

| Step | Salary |
|---|----------|
| 1 | \$51,856 |
| 2 | \$53,159 |
| 3 | \$54,462 |
| 4 | \$55,761 |
| 5 | \$57,066 |
| 6 | \$58,366 |
| 7 | \$61,259 |
| 8 | \$64,157 |
| 9 | \$67,060 |
| 10 | \$69,955 |
| 11 | \$72,851 |
| Salaries listed below include anniversary bonus | |
| 14 | \$77,526 |
| 17 | \$82,201 |
| 21 | \$85,412 |
| 25 | \$95,050 |

Add \$2,519 for MA and \$4,013 for Doctorate

Add \$166.79 per unit from 30 - 70 after BA
(40 units total)

1. Individuals shall be placed on a step commensurate with their previous years of certificated educational experience in an accredited K-16 school in any state in the United States
2. Effective July 1, 2000, Employees hired on or after July 1, 1999 may be graded up to five years salary credit for "other relevant and comparable professional experience."

Anniversary Bonuses are included in Salary Schedule Steps 14, 17, 21 and 25

| Psychologist | Mental Health | Speech and Language Pathologist |
|--------------------|--------------------|---------------------------------|
| 14th Year \$5,078 | 14th Year \$4,862 | 14th Year \$4,675 |
| 17th Year \$5,078 | 17th Year \$4,862 | 17th Year \$4,675 |
| 21th Year \$3,491 | 21th Year \$3,339 | 21th Year \$3,211 |
| 25th Year \$10,472 | 25th Year \$10,024 | 25th Year \$9,638 |

- Board Approved: 6/09/09 effective 7/1/09 (2008-2009 Salary Schedule adopted as 2009-2010 Interim Salary Schedule)
- Board Approved: 6/08/10 effective 07/01/09 4 Furlough Days 2009-2010 school year, reducing work year
- Board Approved: 6/08/10 effective 07/01/10 3.31% Salary Reduction from Interim 2009-2010 Salary Schedule plus 9 Furlough Days, reducing work year adopted as 2010-2011 Interim Salary Schedule
- Board Approved: 6/28/11 effective 7/1/11 (2010-2011 Interim Salary Schedule adopted as 2011-2012 Interim Salary Schedule)
- Board Approved: 6/12/12 effective 7/1/12 Interim Salary Schedule with Restoration of 2.85% of 3.31% temporary reduction for the 2010-2011 to 2011-2012 and restoration of 1 furlough day: Speech and Language Pathologist from 184 days in 2008-2009 to 176 days for 2012-2013, 2/12/13 effective 7/1/12 Interim Salary Schedule with restoration of 2 furlough days which increases work year: Speech and Language Pathologist from 176 days for 2012-2013 to 178 days for 2012-2013; Psychologist from 192 days for 2012-2013 to 194
- Board Approved: 6/25/13 effective 7/1/13 (Restoration of .46% resulting in full restoration of 3.31% temporary reduction for 2010-2011. Restoration of 3 furlough days increasing Speech and Language Pathologist from 178 days in 2012-2013 to 181 days in 2013-2014; and 4/8/14 effective 7/1/14 Interim Salary Schedule with restoration of 3 Furlough Days increasing Speech and Language Pathologist from 181 days to 184 days in 2014-2015 and Psychologist from 197 days to 200 days in 2014-2015.
- Board Approved: Revised 6/24/14 effective 7/1/14 Salary Schedule
- Board Approved: 9/9/14 2% Increase applied to Range 3 Per Unit Cost
- Board Approved: 6/25/15 effective 7/1/15 (2014-2015 Salary Schedule adopted as 2015-2016 Interim Salary Schedule); Add Mental Health Counselors Range 2 Masters added in to salary and Longevity; Longevity Years Changed to reflect bonus in the year 14, 17, 21, 25

2015 California Ed Code 567441.7 (a) The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section 56441.11 or 56026, shall not exceed a count of 40.

2015 California Ed Code 56363.3 The average caseloads for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload.