

Shasta Union High School District

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**CONTRACT
AGREEMENT
FOR
CERTIFICATED
EMPLOYEES**

SSEA

EXPIRES JUNE 30, 2019

Board Approved 7/10/2018

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Article 1

AGREEMENT

This Agreement is made and entered into the ninth day between the Shasta Union High School District (hereinafter referred to as "District") and the Shasta Secondary Education Association/CTA/NEA (hereinafter referred to as "Association") and becomes effective July 1, 2017 except as otherwise specifically designated in this Agreement.

Article 2

RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for those certificated employees in the certificated employee unit (excluding the Superintendent, certificated District Office administrators all Principals including Continuation, all Assistant_Principals, and substitute teachers). When used in this contract, employees shall mean those included in the unit.

Article 3

NEGOTIATION PROCEDURES

Prior to the expiration of this Agreement, both parties shall meet and negotiate consistent with the Educational Employment Relations Act if one of the parties has notified the other, pursuant to Article 21.

Article 4

DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers, rights, authority and responsibility to direct, manage and control to the full extent of the law. The exercise of the District's powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Article 5

GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.
- 5.1.2 A "grievant" is an employee of the District covered by the terms of this Agreement.
- 5.1.3 A "day" is any day the grievant is required to work, with the exception of summer school.
- 5.1.4 The "immediate supervisor" is an administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

5.2 General

- 5.2.1 Any party to a grievance may, at any step in the formal level of these procedures, have up to two other persons serve as conferees and be present during the proceeding. At least 24 hours advance notice shall be given to the other party that such conferees, including their identities, will be present at a proceeding. Such notice may be waived by mutual agreement of the parties to the grievance.
- 5.2.2 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made public without the written agreement of all parties.
- 5.2.3 All documents, communications and records generated during the process of the grievance procedure shall be kept in a separate file.
- 5.2.4 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified.
- 5.2.5 Time limits given in these procedures may be modified by written agreement of the parties involved.
- 5.2.6 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee, on behalf of himself/herself and the other complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by mutual agreement of all concerned parties.
- 5.2.7 An employee may present grievances in accordance with this Article, prior to Level III, without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to final resolution of the grievance prior to Level III until the proposed solution has been provided to the Association and the Association has been given an opportunity to file a response.

5.2.8 Subject to final decision of the grievance, an employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities. In the event the alleged grievance involved an order, requirement, or directive, the grievant shall fulfill or carry out such an order or requirement or directive pending the final decision of the grievance.

5.2.9 No release time shall be provided for Levels I and II. Released time of up to one-half workday will be provided for all persons required to participate in the proceedings before the arbitrator in Level III.

5.3 Grievance Levels

5.3.1 Level I

The grievant must present the grievance in writing on the appropriate form to his/her immediate supervisor within fifteen (15) working days after the occurrence of the act or omission giving cause for the grievance. This shall be a clear, concise statement of the grievance, the date of the alleged grievance, the specific provision of the Agreement alleged to have been violated, the circumstances involved, and the specific remedy sought. Within the specified time limits, either the grievant or the immediate supervisor may request a conference. The immediate supervisor shall communicate his/her decision to the grievant in writing within ten working days after receiving the grievance. If the immediate supervisor does not respond within ten working days after the formal conference or if the grievant does not agree with the decision, the grievant may appeal to the next level.

5.3.2 Level II

In the event that the grievant is not satisfied with the decision at Level I, he/she must appeal the decision on the appropriate form to the Superintendent or designee within ten working days after receiving the decision. This statement should include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal. The Superintendent (or designee) shall communicate his/her decision within 15 working days after receiving the appeal. Either the grievant or the Superintendent (or designee) may request a conference within the above time limits. In his review, the Superintendent (or designee) shall be free to assign another management employee to investigate the grievance and try to resolve the grievance prior to the Superintendent (or designee) rendering a decision. If the Superintendent (or designee) does not respond within the time limits provided, or if the grievant does not agree with the decision, the grievant may appeal to the next level.

5.3.3 Level III (Arbitration)

If the grievant is not satisfied with the decision at Level II, the Association, on behalf of the grievant may within ten working days appeal the decision on the appropriate form to the Superintendent (or designee).

This statement shall include a copy of the original grievance and appeal, the decision rendered and a clear, concise statement of the reasons for appeal.

Upon receipt of an appeal, the Superintendent (or designee) shall, within ten working days, supervise the appointment of an arbitrator.

- 5.3.3.1 The California State Conciliation Service will be requested to supply a list of five persons who could serve as the arbitrator. From this list, each party to the grievance would proceed by striking one name from the list; each party to the grievance would then so continue alternately until one name remains who would then serve as the arbitrator. The first strike shall be determined by the flip of a coin.
- 5.3.3.2 The parties shall attempt to agree upon a statement of the issues to be submitted to the arbitrator. If the parties cannot so agree, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step, except for the issue of grieve ability.
- 5.3.3.3 If a question exists about the grieve ability of an issue, the arbitrator shall first make a determination on this question prior to hearing the merits of the grievance.
- 5.3.3.4 After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall, within 30 working days, prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived therefrom.
- 5.3.3.5 The findings of the arbitrator shall be limited to the specific issue or issues submitted pursuant to 5.3.2 above, and shall be based solely upon the evidence and arguments presented by the parties. The arbitrator shall not have any power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District, nor to so recommend. No finding of the arbitrator shall be retroactive beyond the beginning of the last payroll prior to the ten-day period specified in Level I of the grievance procedure. The arbitrator shall have no power to render a finding on any grievance occurring before or after the term of this Agreement. The findings of the arbitrator shall be binding on both parties.
- 5.3.3.6 All costs of the arbitrator shall be borne equally by both sides. The costs, if any, of a hearing room and of a court reporter, shall be borne equally by both sides. All other costs shall be borne by the party incurring them.

Article 6

REPRESENTATION FEE AND MAINTENANCE OF MEMBERSHIP

6.1 Employee Rights

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

A unit member has the right to choose either to become a member of the Association or to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 6.7 below.

6.2 Payroll Deductions

6.2.1 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the State organization. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

6.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least 30 calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, and increase or decrease in authorized deductions by a member(s) for Association approved items.

6.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all unit members for whom all dues deductions have been made.

6.3 Service Fee

The service fee provisions hereunder shall be effective for the duration of the contract. (Board Approved 2/12/08)

6.4 Payment Method and Association Certification Requirements

6.4.1 A bargaining unit member who does not fall within the exempted categories as set forth in Section 6.7 below, and who has not voluntarily made application for membership in the Association within the 60th day following the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of continued employment in the District pay to the Association a service fee.

6.4.2 In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the District shall

begin automatic payroll deduction in the same manner as set forth in Section 6.2 of this Agreement and pursuant to the Education Code.

6.4.3 Prior to the beginning of such automatic payroll deduction, the Association will certify to the District in writing that:

(1) the employee whose pay is to be affected by the deduction has:

- (a) refused to join the Association;
- (b) refused to tender the amount of the service fee as defined herein;
and
- (c) not applied for an exemption under Section 6.7 herein; and

(2) the Association is complying with current Public Employment Relations Board Regulations regarding "Notification of Non-member" "Filing of Financial Reports," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."

6.4.4 The written certification in 6.4.3 above shall be a condition precedent to any collection of the service fee by the District.

6.4.5 The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than three days.

The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.

When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

6.5 Amount of Service Fee

6.5.1 The service fee collected from bargaining unit members pursuant to Section 6.7 shall be that allowed by Section 3540.1(i)(2) of the Government Code.

6.5.2 Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated service fee.

Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated service fee.

Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten work days upon return to paid status.

6.5.3 Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

6.6 Annual Verification of Service Fee by Association

The Association shall file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the service fee.

6.7 Unit Members Exempted from Obligation to Pay Service Fee

6.7.1 Any unit member shall be exempted from the requirements of a service fee if such unit member is a member of a bona fide religion, body or sect which has historically held objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1(d) of the Government Code.

6.7.2 Such exempt unit member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Such charities cannot be affiliated in any manner with the Association, nor can such charities be related to an established religious organization.

6.7.3 The Association may, upon written request to the unit member, require the exempt unit member to submit an affidavit explaining the basis for the unit member's objection to the payment of the service fee.

6.8 District's Obligations

The District's obligations under this Article are: (1) to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay appropriate amounts pursuant to Sections 6.2 and 6.4 herein. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

6.9 Hold Harmless and Indemnity Provision

6.9.1 The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this Agreement pertaining to representation fee. Such reimbursement shall include costs and attorney's fees incurred by the District.

6.9.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in Section 6.9.1 shall be compromised, resisted, defended, tried or appealed.

- 6.9.3 In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.
- 6.9.4 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest or when the District is defending an activity which is arguable subject to criminal liability on the part of any District administrator.

Article 7

HOURS OF EMPLOYMENT

- 7.1 The standard on-site school time for a full-time regular classroom teacher or Independent Study Teacher shall be:
(Board Approved 3/10/09, 12/12/17)
 - 7.1.1 Five periods of regular classroom instruction.
 - 7.1.2 One preparation period during which the Principal may equitably assign teachers to substitution or supervision.
 - 7.1.3 One duty-free 30-minute lunch period.
 - 7.1.4 On campus at least 15 minutes before their first assigned period and remain on campus for at least 15 minutes after the last assigned period. Exceptions may be made by the mutual agreement of the employee and the Principal (or designee).
- 7.2 The standard on-site school time for a part time classroom teacher shall be:
 - 7.2.1 The actual number of teaching periods shall be assigned by the Principal.
 - 7.2.2 One duty-free 30-minute lunch period.
 - 7.2.3 Compensation will be determined by the ratio of the number of periods taught to the five teaching periods of a full-time teacher.
 - 7.2.4 On campus, before and after duty time, preparation time and non-compensated extra duties are determined by the ratio of the teaching periods to the assignments of full-time teachers, including attendance at all faculty meetings (see Section 7.6 of this Article). Exceptions may be made by the mutual agreement of the employee and the Principal (or designee).
- 7.3 The standard on-site school time for full-time counselors, nurses and certificated Self-Contained classroom teachers (other than as described in Section 7.4) shall be: (i.e.: SDCI, Alt. Ed) (Board Approved 12/12/17)
 - 7.3.1 Six standard class periods plus 30 minutes duty-free lunch period for full time counselors and nurses. Five standard class periods plus 30 minutes duty-free lunch period for full-time Self-Contained classroom teachers. Employees shall be assigned hours within the school day by the Principal. Exceptions may be made by mutual agreement of the employee and the Principal (or designee). (Board Approved 12/12/17)
 - 7.3.2 Counselors may be assigned a summer counseling assignment by the Principal, subject to the approval of the Superintendent. These assignments shall be paid subject to the Schedule of Hourly Pay. (Board Approved 2/12/08)
 - 7.3.3 The professional commitment of the counselors, nurses and certificated self-contained classroom teachers shall be that which meets the needs of the students and fulfills their job responsibilities. (i.e.: Alt Ed, SDCI) (Board Approved 12/12/17)

- 7.4 The standard working time for full-time psychologists shall be:
- 7.4.1 Eight hours per day excluding lunch. Exceptions may be made by the mutual agreement of the employee and the supervising administrator or designee.
 - 7.4.2 One duty-free lunch period of at least 30 minutes.
 - 7.4.3 Psychologists may be assigned summer work by the Superintendent. These assignments shall be reimbursed subject to conditions of Paragraph 4, Appendix B.
 - 7.4.4 The professional commitment of the psychologists shall be that which meets the needs of the students and fulfills their job responsibilities. (Board Approved 12/12/17)
- 7.5 An employee's responsibility shall include, but shall not be limited to, attendance at parent conferences, curriculum and department meetings, back-to-school and public-school nights, student supervision, extra-duty assignments and faculty meetings.
- 7.6 The Principal or other immediate supervisor will assign in any school year such duties outside of the above work periods so that the amount assigned any employee in the school shall be equitable to that amount assigned other employees in the same school. These assignments shall be known as non-compensated extra-duty assignments. Employees may request required extra-duty assignments and compensated extra-duty assignments prior to their assignment by the Principal or supervising administrator.
- 7.7 Certain extra-duty assignments are designated as compensated extra-duty assignments. The rate of compensation for such assignments is included in Appendix A.
- 7.8 Should the District have a need for additional compensated extra duty assignments, the District shall confer with the Association prior to offering the position. (Board Approved 5/13/14)
- 7.9 Compensated extra-duty assignments shall be voluntary subject to the following:
- 7.9.1 In the event no volunteer is available, the District shall attempt to secure acceptable qualified volunteers from outside the District using the notification procedures of the District.
 - 7.9.2 If no qualified volunteers are available within two weeks of the start of the activity, the Principal may make an emergency assignment of a qualified employee.
 - 7.9.3 No employee assigned a compensated extra-duty assignment shall be assigned two such assignments in any school year or two successive assignments in the same activity. (Board Approved 11/9/04) (Board Approved 10/8/13)
 - 7.9.4 When a compensated extra-duty assignment has been accepted or assigned, a statement, signed by the employee and the Principal, shall be given to the employee stating the rate of pay and the job description.

- 7.10 A certificated employee may request to be relieved from an extra-duty assignment. Such requests shall be made in writing to the Principal who, after having a conference with the employee, shall act on the request.
- 7.11 If no qualified Department Member agrees to the appointed position of District Department Chair, the Superintendent shall have the right to appoint a qualified administrator to assume this position for a period not to exceed one year.
(Board Approved 12/12/17)
- 7.12 Regular unit members whose work schedules are split between two sites (excluding schedules between Shasta High School and Pioneer High School, SLC or the Mary St. facility) will be entitled to an annual stipend of 5% of annual salary, or \$3,000, whichever is greater. Employees interested in working in a split period assignment may request using the District form. Requests must be received no later than February 1 of each year. Employees who volunteer and are assigned to a split schedule assignment will receive an annual stipend of 6% or \$3,500, whichever is greater. The District reserves the right to assign staff to split period assignments at its discretion. In the event that the split schedule is not needed for the entire school year, the stipend would be pro-rated accordingly.
(Board Approved 11/9/04, 6/23/11, 10/8/13, 10/13/15, 12/12/17)

Article 8

CLASS SIZE

During the life of this Agreement, the District will employ staff as funds permit to maintain or reduce the existing staffing ratio.

At comprehensive high schools a committee consisting of a school's department chairpersons shall advise the Principal in the development of a school's initial master schedule relative to size of classes.

The District will strive to maintain a 32-1 ratio in core classes. There is an ongoing effort to balance classes per section with this ratio.

During the District staffing process (typically spring) the District administration will confer with SSEA regarding the status of staffing for the upcoming school year.

The Principals shall consult with the Department Chair, where appropriate, and make assignments of staff.

The District shall allocate staff to each school based on the District staffing ratio.

Independent Study Teaches class size and/or student ratio will be based on guidelines set forth in EC 51745.6. (Board Approved 3/10/09)

Article 9

ASSIGNMENT, REASSIGNMENTS, TRANSFERS

9.1 Assignments and Change of Assignments

9.1.1 For purposes of this article, "assignment" is the designation of a specific position or responsibilities within a school or department or work location. Assignment includes the initial placement of a newly employed bargaining contracted unit member in a specific school or work location, as well as the change of a unit member's position or responsibilities within the same school or work location. "Assignment" does not include any extra-curricular duty.

9.1.2 The Principal shall assign bargaining unit members. In making assignments, the Principal shall consider as applicable the unit member's training, experience, major and minor fields of study, competencies, credentials, seniority, and advanced degrees. A unit member may request the reasons for an assignment or change of assignment.
(Board Approved 11/9/04)

9.1.3 The District may offer and assign a sixth period teaching assignment to unit members when needed. Such assignment shall not be made without consent of the unit member.

9.1.4 Once each school year, a unit member may submit a District "Transfer Request Form". To the extent possible, the Principal shall consider a unit member's preferences in making assignments.
(Board Approved 11/9/04)

9.1.5 If a non-classroom position within the bargaining unit is created or becomes available after school begins, that position will be posted in a conspicuous place with deadline dates for making application. The deadline dates shall not be less than five working days after the date of posting. A final assignment to any such position shall not be made until after the deadline date.

9.1.6 Independent Study Teachers shall be assigned students on an equitable basis at the discretion of the site administrator. (Board approved 3/10/09)

9.2 Reassignment as a Result of Layoff

9.2.1 For purposes of this Article, "reassignment" shall be defined as a change to a different program and/or a movement from one worksite to another worksite which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated employees with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District's obligation to reassign pursuant to Section 44955 of the Education Code.

9.2.2 Any unit member scheduled to be reassigned shall be entitled to a written notice of such reassignment within ten calendar days of the effective date of such reassignment; and, in addition, upon request, will be entitled to a conference with the Principal and the Superintendent regarding the

reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

9.3 Transfers

9.3.1 For purposes of this Article, a "transfer" shall consist of a change in work location of a member of the unit from one school or work site to another school or work site within the District. Such a transfer does not encompass the process of assignment of a specific position and responsibilities within the school or department or work location. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").

9.4 Voluntary Transfers as a Result of Posting and Filling Vacancies

9.4.1 A "Vacancy" is any position to which a unit member is not assigned, which is newly created or created by reassignment, transfer, resignation, retirement, termination or death and is identified as needing to be filled by District Administration. (Board Approved 12/12/17, 7/10/18)

9.4.2 Notices of vacancies shall be e-mailed to all unit members using their District e-mail address. The positions will be posted for at least five (5) working days before closing. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level and/or subject matter assignment, credential and other special requirements. Postings will also list the date and time the vacancy was posted and when the posting closes. A copy of the vacancy notice shall be forwarded via e-mail to the Association President. (Board Approved 10/13/15, 12/12/17)

9.4.3 Unit members requesting a transfer shall submit an application to the Personnel Department of the District Office when a vacancy is posted. The application shall be submitted within the timeframe which is outlined in the posting. As outlined in Article 9.4.2. (Board Approved 12/12/17)

9.4.4 When deciding whether to grant any request for a voluntary transfer, the Superintendent or designee shall consider as applicable the applicant's training, experience, seniority, major and minor fields of study, competencies, credential(s), past evaluations, advanced degrees, continued commitment to programs, and willingness to participate in paid extra-curricular activities. (Board Approved 5/10/05)

9.4.5 The District shall notify, in writing, the unit member requesting transfer of the District's acceptance or denial of the request. Such decision shall not be arbitrary, capricious or without basis in fact. The District shall provide written reasons, including the application of the criteria, for not granting the transfer request upon the request of the unit member. (Board Approved 12/12/17, 7/10/18)

9.4.6 Unit member applications for transfer will be considered before outside candidates are interviewed.

9.5 Involuntary Transfers

- 9.5.1 Involuntary transfers shall be initiated by the Superintendent and shall be based on the needs and best interests of the District.
- 9.5.2 In addition, when the number of teachers at a school site needs to be reduced, the individual to be involuntarily transferred shall be selected on the basis of the criteria listed in section 9.4.2 above. If two or more individuals are considered equal after applying the above referenced criteria, the unit member with the least District-wide seniority will be transferred. (Board Approved 5/10/05)
- 9.5.3 Any member of the unit who is to be involuntarily transferred shall be informed by the Superintendent or designee of the reason(s) for the transfer. If the involuntarily transferred unit member so requests, a conference shall be held between the unit member and Superintendent or designee prior to the effective date of the transfer. Upon request of the unit member being transferred, the specific reasons for the transfer will be provided in writing.
- 9.5.4 Unit members who are notified that they will be involuntarily transferred to another school site after the last day of school and before the first day of school of the following year shall be compensated up to two (2) days (six (6) hours per day) at the employee daily rate. *(Board Approved 6/20/2016)*
- Unit members who are notified that they will be involuntarily moved to another classroom within their current school site after the last day of school and before the first day of school of the following year shall be compensated for one (1) day of work (six (6) hours per day) at the employee daily rate. (Board Approved 6/20/2016)
- 9.5.5 Unit members, who are notified after August 1 that he/she will be required to teach a subject that the employee has not taught within the last three (3) years shall be compensated two (2) days of time for preparation at an hourly rate of six (6) hours per day at the employee's daily rate. (Board approved 6/20/2016)

9.6 District Level Administrative Interns (Board Approved 6/20/16)

- 9.6.1 "Administrative Intern" positions serve at the discretion of the District. The teachers serving in these positions remain in the bargaining unit. District Administration may end this assignment if they so choose then they would be assigned to a teaching position in the District the following year. Either party must notify the other by February 1 of the current year with any changes for the following year.
- 9.6.2 Unit members serving as an "Administrative Intern" will remain in the certificated bargaining unit while they are serving in the "Administrative Intern" position and shall retain all rights of the collective bargaining agreement for certificated bargaining unit members, except as modified by the expressed provisions of this section of Article 9, and except for Article 7 ("Hours"), Article 8 ("Class Size") and Article 12 ("Evaluations"). (Board Approved 6/20/2016)

- 9.6.3 Administrative Interns may be in the assignment for no more than four (4) consecutive years. Any assignment beyond the conclusion of year two (2) will require that the employee, prior to February 1 of year two (2) of the assignment, will have either taken and passed the Administrative Credentialing test, or be enrolled in or have completed applicable coursework required for an Administrative program, or have completed an Administrative program. (Board Approved 6/20/2016, 12/12/17)
- 9.6.4 A selection committee will be formed to assist with the screening of candidates. This committee will be composed of an equal number of members from the bargaining unit and the administration, selected jointly by the Association and the Superintendent. The committee's top three candidates will be presented to the Superintendent who will make a recommendation to the Board. (Board Approved 5/10/05)
- 9.6.4.1 Administrative Intern positions will not be responsible for administrative related duties requiring an Administrative credential (i.e. suspension/expulsion, evaluations). The screening and interviewing process for such positions will be conducted by members of the District's administration selected by the superintendent. (Board Approved 6/20/2016)
- 9.6.5 Unit members on assignment shall be paid at the rate of their appropriate placement on the certificated bargaining unit salary schedule, and shall receive benefits according to the collective agreement.
- 9.6.6 Workdays assigned beyond the basic 184-day bargaining unit work year shall be compensated at the unit member's per diem rate for each day so assigned. Prior approval of any additional days must be approved by the Superintendent. (Board Approved 5/13/14, 6/20/2016)
- 9.6.6.1 Administrative interns will be assigned to six periods per day. Evening work and extra days before and after the regularly calendared school year are required. Such time shall be compensated pursuant to stipend fund in Appendix A.
- 9.6.7 Administrative Interns may be assigned partial or full days duties. Partial assignments may be created based on the needs of the District. Evening work beyond the regularly scheduled work will be required. Such time shall be compensated with a stipend of \$5,772 as listed on Appendix A. Assignments which are not full time shall receive a prorated stipend. Payment will be split between the December and June check. (Board approved 6/20/16)
- 9.6.8 The District will guarantee a teaching assignment upon completion of the temporary Administrative Intern assignment. The "Administrative Intern" will retain the rights to assignment and transfer as if the teacher had continued employment at the school site. Unit members who accept an assignment beyond one year will not be guaranteed the same teaching position but will be guaranteed a position within the District. (Board Approved 12/12/17)

9.7 Site Level Period Release Assignments

- 9.7.1 Period release assignments, such as Instructional Coach, Yearbook, Athletic Director, Director of Student Activities and District Level Department Chairs, and Administrative Intern positions may be dropped at the discretion of the District due to lack of work or lack of funds. Should the District wish to provide some other form of compensation aside from release periods for these positions, the District will confer with the Association prior to any adjustments. Certain positions listed within this provision may also include compensation as listed on the extra duty salary schedule (i.e.: Athletic Director)
(Board Approved 11/9/04, 2/12/08) (Board Approved 5/13/14, 10/13/15, 12/12/17)

Such period release assignments shall be made by the Principal Administrative Interns shall be selected as outlined in Article 9.6.4.

Positions such as Administrative Interns, Instructional Coach, Athletic Director, Workability Teacher, College Connection Teacher shall be considered temporary. (Board Approved 12/12/17)

9.8 Coaching/Compensated Assignment Hiring

The District will first consider unit member applications for the open coaching positions. A unit member candidate who is properly qualified, as determined by the District, will be hired for the position unless there is more than one-unit member applying for the position. In such instances, the District will interview all qualified unit members to determine the person hired to the position. If still there are no applicants that meet the requirements, the District may hire an outside candidate. (Board approved 6/20/2016)

9.9 Coaching positions outlined in the Extra Duty Compensation Salary Schedule which are vacant or held by a “walk-on” coach will be posted as outlined below:

Fall Season-January
Winter Season-April
Spring Season-August/September
(Board Approved 12/12/17)

Article 10

COMPENSATION

10.1 Salary

Effective July 1, 2002, the existing certificated salary schedules shall be Appendix A. It is recognized that in order to maintain unit members' movement on these schedules the District incurs step and column costs for each year it is maintained. These costs can be calculated by comparing the total cost of unit members' salaries in the base year to the total cost of unit members' salaries in the following year, making adjustments for positions eliminated and positions added by deleting both from the calculation.

10.2 Employees will receive their regular contract salary as follows: eleven (11) equal paychecks and one (1) deferred paycheck (August-June). (Board approved 5/11/10)

10.3 Reduced Workload Program (EC 22713) (name change Board Approved 5/13/14)

The Pre-Retirement Program provides partial employment for certificated staff members that are approaching retirement. Further, while on this program, the employee gains full credit toward retirement and is provided by the District with seniority and fringe benefits normally accruing to full time staff.

10.3.1 The option of part time employment must be available at the request of the employee for a period not to exceed five years, and can be revoked only with the mutual consent of the Shasta Union High School District Board of Trustees and the employee, except that such employee shall be subject to layoff and dismissal according to the appropriate statutory provisions.

10.3.2 The employee must have been employed by the Shasta Union High School District full time as a certificated employee for at least 15 years, of which the immediately preceding five years must be full time employment, and must agree to retire at the conclusion of the Reduced Workload Program.

10.3.3 To be eligible to start the optional Reduced Workload Program in a given year, the employee must be 55 years of age before July 1 of the year in which the reduction in workload starts.

10.3.4 The minimum part time employment shall be the equivalent of one-half of the number of days of service required during the final year of service in a full-time position by the unit member.

10.3.5 Except for the reduction in salary corresponding to the reduced workload, the District will provide the part time employee the same fringe benefits provided a regular fulltime employee pursuant to this Agreement.

10.3.6 The District and the employee each agree to make contributions to the State Teachers' Retirement System equal to the amount required by the retirement system for full-time service credit.

10.3.7 An employee on the optional Reduced Workload Program shall have a payroll deduction for State Teachers' Retirement System equal to the amount for full-time service credit. In the event that the employee shall

receive a pay warrant insufficient to cover the cost of this deduction, the employee shall send a personal check to the Shasta Union High School District. (Board Approved 10/13/15)

10.3.8 Employees may not participate after age 65. Employees in the program who reach age 65 during a fiscal year may continue through that school year.

10.3.9 Applications to participate in this program must be received by the Superintendent by February 1 of the school year preceding the one involving the reduction of workload.

10.3.10 The employee in this program shall receive assignments in a similar manner as fulltime employees and will participate as a member of the fulltime staff, including attendance at faculty meetings and committee assignments, unless he or she has no assignments in a given semester.

10.4 Medical Benefit Insurance Coverage

10.4.1 Participation in California's Valued Trust (formerly known as Central Valley Trust) (Board Approved 2/12/08)

Unit members shall participate in the California's Valued Trust pursuant to the Trust document and the participation agreement with the Trust. Both parties have waived the right to bargain any modification in medical benefits for the duration of the agreement. The trustees of the Trust will assume the sole responsibility for providing benefits and shall have the authority to modify the benefits. The District's sole responsibility shall be the payments to California's Valued Trust, as listed in 10.4.2 below. (Board Approved 12/12/08, 1/13/14)

10.4.2 Contributions

10.4.2.1 2007-08 to 2013-14 Benefit Year

For the 10/1/07 to 9/30/14 benefit year the District shall contribute an Annualized Amount of at least \$11,345.88, \$10,918.51 from 2006-07 plus 4.53% COLA, applied to the medical component only. The \$413.64 (the \$350 plus COLA since 2003-04) is included in the \$11,345.88. (Board Approved 3/15/07, 5/11/10, 1/13/14, 5/13/14, 10/13/15)

10.4.2.2 2014-15 Benefit Year

For the 10/1/14 to present benefit year the District shall contribute an Annualized Amount of at least \$11,387.28.
(Board Approved 3/15/07, 5/11/10, 1/13/14, 5/13/14, 10/13/15)

10.4.2.3 2015-16 Benefit Year

For the 10/1/15 to present benefit year the District shall contribute an Annualized Amount of at least \$11,887.28. (Board Approved 10/13/15)

10.4.2.4 10/1/2017-1/31/2018

For the 10/1/2016 benefit year the District shall contribute an Annualized Amount of at least \$12,887.34.

(Contract Amended 8/2016 per ESP & District)

10.4.2.5 2/1/2018-9/30/2018

The District shall contribute an Annualized Amount of at least \$12,996.34. This amount includes medical, dental, vision and the additional life insurance. During 2017/2018 negotiations in accordance with Article 10.4.2.9, \$73 was added to the CAP. An additional \$36 was added to cover the cost of the Life Insurance (\$109) for each unit member.

10.4.2.6 10/1/2018-9/30/2019

The District shall contribute an Annualized Amount of at least \$13,418.65. This amount includes medical, dental, vision and life insurance. During the 2018/19 negotiations in accordance with Article 10.4.2.10, \$421.91 was added to the medical portion of the cap.

10.4.2.7 Any amount over the above District's dollar contribution for dental, vision, and medical coverage in any benefit year will be deducted from the unit members' pay.

10.4.2.8 The Annualized Amount shall be prorated for part-time unit members based upon the ratio of their employment to full-time employment.

10.4.2.9 For any fiscal year in which there is a funded revenue limit/base grant COLA, such monies shall first be used to pay any excess cost of salary schedule movement, as defined in section 10.1. The district shall contribute to the Annualized Amount paid to the Trust, for the medical component only, by the percentage COLA received by the District. (Board Approved 5/13/14)

10.4.2.10 For 2013-14 the funded revenue limit is equitable to funded base grant. As example for 2013-14: 1.57% (base grant COLA) X 11.78% (gap funded percentage) = percentage applied to cap portion of medical component only. (Board Approved 5/13/14)

10.4.3 Insurance Enrollments and Coverage

10.4.3.1 Dental Insurance

All full-time employees must enroll for dental insurance coverage. Coverage equivalent to the plan for eligible employees and their eligible dependents as of October 1, 1991, with coverage increased to \$2,000 annually and \$1,000 orthodontia coverage for adult and child at the 50/50 level of coverage shall be offered.

10.4.3.2 Vision Care Insurance

All full-time employees must enroll for vision care insurance coverage. Coverage equivalent to VSP Plan C, \$10.00 deductible shall be offered.

10.4.3.3 Medical Insurance

All full-time employees must enroll for medical insurance coverage in a plan which has been mutually agreed upon by the Association and the District.

10.4.3.4 Beginning 2/1/2018 the District will provide a \$50,000 term life insurance plan for each certificated employee who is employed a minimum of .60 FTE. (Board Approved 7/10/18)

10.4.3.5 Benefits Committee

A benefit committee composed of representatives of each of the bargaining units, the confidential employees, the supervisory employees and management employees shall be formed no later than January 15, 2004. This committee shall search, investigate, review, and recommend health and welfare plans, schemes, and other measures which could result in cost savings. These shall be brought back to the table for negotiation. Any recommendation related to benefits must be in response to the report of this committee. (Board Approved 10/8/13)

10.4.5 Retirees and/or Disabilitants

10.4.5.1 In order to qualify for this retiree benefit, the retiree/disabilitant must have served at least 15 years of paid consecutive fulltime service immediately preceding retirement/disablement in the District and be at least age 50 at the time of retirement or disability. Any employee who was granted an unpaid leave within the 15-year window, and such leave was approved by the Superintendent, shall not be subject to the "paid consecutive" requirement. Such leave provisions are outlined in Article 11. This benefit will cease when the retiree/disabilitant becomes eligible for either Medicare or Medical, or when the retiree/ disabilitant reaches age 65, whichever occurs first. (Board Approved 10/8/13)

10.4.5.2 The maximum dollar contribution by the District toward the purchase of retiree/disabilitant (including eligible dependents) health and welfare benefits for the 2000-01 fiscal year will be the prorata share of \$620,000, subject to the reductions specified below. The "prorata share" shall mean the maximum contribution set forth below multiplied by a percentage equal to the total salaries paid to bargaining unit members during the previous fiscal year. The parties agree that this contribution may be less than the total cost of the benefits in this fiscal year.

The following example is offered for illustration purposes only:

Bargaining unit salaries \$ 9,145,000
Total employee salaries \$12,740,000
Ratio 72
Allocation of .72 of \$620,000 to this unit \$446,400

10.4.5.3 The District will contribute the maximum contribution (prorated and adjusted as provided in this Agreement) in a designated account entitled Retiree Health Benefit Fund ("Fund"). The monies deposited in the Fund will be invested according to the requirements of law by the District with the intent to obtain a high

interest rate, consistent with the law and established investment principles. Investments in Certificates of Deposit will be for the longest possible term consistent with law and cash flow circumstances of the District. From the Fund the District will contribute toward the cost of benefits for retirees/disabilitants the balance of that fiscal year. Any funds remaining unexpended at the end of the fiscal year, including interest earned thereon, will remain in the Fund and carry over into the next fiscal year. The money in the Fund will be expended only for contributions toward retiree/disabilitant health benefits. In the event that the current year's prorata maximum contribution and any funds accrued from previous fiscal years, including interest earned thereon, is insufficient to pay the full cost of benefits for the current fiscal year, it is agreed that the current year's prorata maximum contribution plus any accrued funds will be divided by the number of eligible retirees/disabilitants as of October 1 of the current fiscal year. That "individual cap" will be the maximum amount contributed by the District toward the purchase of benefits for each retiree/disabilitant. Each retiree/disabilitant wishing to receive the benefits shall contribute the excess by monthly payment in advance to the benefit provider. Failure to make each payment on time will result in cancellation of the benefit. The District agrees to provide to the Association information on a quarterly basis regarding income and expenditures for the Fund.

- 10.4.5.4 For 1997-98 and subsequent fiscal years the prorata maximum annual District contribution will be reduced by the amount contributed by the District toward the purchase of health and welfare benefits for retiree/disabilitants (including eligible dependents) not covered by the Agreement of the parties dated November 17, 1997, because they retired prior to the effective date of that Agreement and did not execute any agreement under which the retiree/disabilitant would be covered by the terms set forth in the agreement dated November 17, 1997.
- 10.4.5.5 The parties agree that the prorata maximum annual District contribution specified above includes funds allocated for this purpose by the District out of funds received at any time in the past and the future from the State of California pursuant to the "Gould" settlement agreement. The parties agree that this is the total District contribution from all sources, regardless of any changes in District revenues.
- 10.4.5.6 For purposes of this subsection, "health and welfare benefits" shall be defined as the medical, dental and vision benefits as established, modified, or terminated, as per the collective bargaining agreement, for then-current bargaining unit members represented by the Association in each fiscal year. The parties agree that none of the benefits referred to herein is vested as to any current or future retiree or disabilitant or any of their spouses or dependents, but instead their benefits are dependent upon and

will be equal to the benefits for future retirees and any modifications thereto, as provided in section 9 of the Agreement between the parties dated November 17, 1997. All rights of a retiree/disabilitant, spouse, or dependent to District health and welfare benefits or to contributions toward those benefits, including, but not limited to, rights under this section shall be terminated upon the death of the retiree/disabilitant. (Board Approved 11/9/04)

10.4.5.7 Retiree/disabilitants who have dual/spousal coverage may elect retiree only or disabilitant only coverage. Once this election is made, the retiree/disabilitant may return to dual/spousal coverage. In the event that an eligible current or future retiree/disabilitant is married at the time of retirement and that marriage later terminates, the retiree/disabilitant will then be entitled to coverage as an unmarried person only, regardless of whether the retiree/disabilitant later remarries. The prior spouse shall not be entitled to any benefits. In the event a retiree is single at the time of retirement, the retiree may not add a dependent after retirement. (Board Approved 5/12/14)

10.4.5.8 If any unification or other procedure results in the reduction of territory within the boundaries of the District, the prorata maximum annual District contribution as specified in sections 10.4.5.2 and 10.4.5.3 will be reduced by the same percentage loss of ADA due to the reduction in territory. This loss will be determined by using the actual prior year P-2 by school site.

The following example is offered for illustration purposes only:

Total ADA (prior year) 4752
Reduction in enrollment (current year) 1387
Ratio .29
Reduction in \$620,000 \$179,800

10.4.5.9 The District and the Association agree to study cost containment for retiree and active unit member benefits and alternatives to the current benefit providers as part of the Health Benefits Committee. (Board Approved 2/12/08)

10.4.5.10 For purposes of retiree/disabilitant coverage, effective March 1, 2000, domestic partners will be recognized as a dependent (not a spouse), and the retiree will be required to pay 100% of the fair market value as determined by the District's benefit provider for the dependent coverage and the District paid cap does not apply. (Board Approved 5/13/14)

10.4.6 Part Time Employees

Employees working less than full time may elect to participate in insurance coverage with the approval of the Trust and limited by the policies of the Trust. Otherwise, part time unit members are entitled to a pro-rata share of District-paid insurance benefits. The pro-ration will be based upon the number of teaching periods assigned compared to a fulltime assignment. The employee may elect to apply the pro-ration to any one or more of the insurance benefits. Any portion of the pro-ration that is unused will remain with the District

10.5 Other Salary Information

10.5.1 Retirement

A retirement bonus, as stated on the current salary schedule, shall be available for each bargaining unit member on any currently approved salary schedule who submits a retirement letter on or before February 1 of any school year, to be effective at the end of that school year. The member must meet the retirement criteria outlined by STRS/PERS in order to be eligible. (Board Approved 11/9/04, 2/12/08) (Board Approved 10/8/13)

10.5.2 During any year a retirement incentive, i.e., Golden Handshake, is offered, there will be no retirement bonus given as stated on the current salary schedules for retiring bargaining members on any salary schedule. (Board Approved 2/12/08)

Article 11

LEAVES

11.1 Rules for General Absence

- 11.1.1 Employees shall not be absent from school during their scheduled assignments, or from a class, without notifying and receiving permission from the Principal or his authorized representative. If it is necessary for an employee to leave the school grounds during school hours, permission must be received from the Principal or his authorized representative.
- 11.1.2 If an employee has a planned absence from duty (conference, staff development, coaching, etc.), notice should be given to the Substitute Coordinator 10 days prior, however no later than 5 days prior. For all other absences, except in the event of an emergency, the coordinator shall be notified prior to the day of absence. It is the responsibility of the employee to see that the class roll book, lesson plans and other pertinent material necessary to conduct the class are made available to the substitute. (Board Approved 2/12/08)
- 11.1.3 An employee who returns from a leave of absence shall not enjoy the right to return to work at any particular school or to teach any particular course of study. Rather, the primary consideration in assigning the employee shall be the instructional needs of the District as determined by the Superintendent.
- 11.1.4 Any absence from service which is not specifically covered by the provisions in this Article shall be considered absence without leave and shall subject the unit member to discipline.

11.2 Sick Leave

- 11.2.1 Employees, under regular full-time contract, shall be entitled to 10 days leave of absence for illness or injury each school year. This leave is cumulative. In addition, employees who are employed under regular full-time contracts beyond the regular 10-month period shall be granted an additional day of sick leave for each additional month of service. Service of two weeks or more shall be considered as a full month and service of less than two weeks shall not qualify.
- 11.2.2 Leave can only be utilized for bona fide illness or injury. Before leave may be credited for usage, the unit member must verify in writing that the unit member was either ill or injured. In addition, the District may require a physician's certification of illness when the illness is greater than three consecutive work days or when the District has a reasonable belief of an abuse of leave. In such cases where the District requires a physician's certification, the District will pay for such, if the physician is from a District-approved list. Prior to return to duty from a long or serious illness, the employee may be required to provide a statement from a physician that he/she is physically able to resume regular duties.

At the exhaustion of sick leave, including accumulated sick leave, if an employee is still unable to return to work due to illness or injury, the employee shall be entitled to an additional period of five months.

11.2.3 During these five months, the amount deducted from the salary due the employee for the time which the absence occurs, shall not exceed the sum paid a substitute employed to fill the position during his/her absence, or if no substitute was employed, the amount which would have been paid to the substitute had he/she been employed.

11.2.4 Employees absent from duties under this Section for less than one whole work day shall be charged sick leave on the basis of a six-period day, prorated to the period, or major fraction thereof, except in instances when there is no cost to the District.

11.3 Pregnancy and Child-Rearing Leaves

11.3.1 Unit members are entitled to use sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, and shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.

11.3.2 The Board may grant an unpaid leave of absence, not to exceed one year, to an employee for the purpose of caring for his/her newly-born child.

11.4 Parental and Adoption Leave

Two days of parental and/or adoption leave shall be granted the prospective parent on "the day of birth" and "the take-home day." Such leave shall be with pay and shall be deducted from accumulated sick leave.

11.5 Industrial Accident or Illness Leave

11.5.1 Employees who have completed six months of continuous active District service shall be eligible for leave of absence because of industrial accident or illness which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall be for not more than 60 service days in any one fiscal year for the same accident and shall commence the first day of absence.

11.5.2 Leaves of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.5.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.

11.5.4 Leave of absence applied for under this provision shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award to the employer.

11.5.5 Upon termination of industrial illness and accident leave, the employee shall be entitled to accumulated sick leave benefits under the sick leave provision of this Agreement with the provision that if the employee continues to receive temporary disability indemnity, he/she may elect to receive as much

of his/her accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary. The District shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions when industrial disability checks come to the District and are made payable to the District. Unless travel outside California is authorized by the Governing Board, employees receiving benefits under the policy during periods of illness or injury shall remain in the State of California. (Board Approved 10/13/15)

11.5.6 The District may require a written statement from a District-designated physician verifying an employee's absence under this leave and his/her ability to return to work.

11.6 Bereavement Leave

11.6.1 Every employee shall be entitled to up to five days bereavement leave, because of the death of any member of the employee's immediate family, with no deduction from the salary of the employee.

11.6.2 "Member of the immediate family" shall here mean: mother, father, mother-in-law, father-in-law, wife, husband, son, daughter, brother, sister of the employee; grandparents of the employee and spouse; the son-in-law or daughter-in-law of the employee; or any relative in the immediate household of the employee.

11.6.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period longer than five days or because of the death of some other person than covered in the foregoing definition. Written request shall be made by the employee to the District Superintendent.

11.7 Jury Duty

11.7.1 Employees will be granted leave for the purpose of serving on jury duty.

11.7.2 Employees receiving notice to appear for jury duty will confer immediately with the Principal or supervising administrator.

11.7.3 If the employee determines that the absence will disrupt the instructional program, the Principal or supervising administrator shall contact the office of the judge who called the juror and request an exemption.

11.7.4 When an employee is granted leave for jury duty, he/she shall not request to be reimbursed for juror's pay from the court. (Board Approved 5/13/14)

11.8 Personal Necessity Leaves (Board approved 5/21/12)

11.8.1 During any school year up to seven (7) days of leave of absence for illness or injury allowed pursuant to Article 11, Section 2, the first responsibility is the job assignment. Personal Necessity Leaves may be used by the employee in cases of personal necessity as defined below:
(Board Approved 5/13/14)

- 11.8.1.1 Death, accident, or illness involving the employee's immediate family, other relatives; accident involving the employee's personal property or the personal property of the immediate family, other relatives. These days are in addition to those provided for bereavement.
- 11.8.1.2 Members of immediate family shall here mean: mother, father, mother-in-law, father-in-law, wife, husband, son, daughter, brother, sister, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee.
- 11.8.1.3 Appearance in court as a litigant or as a witness under official order.
- 11.8.1.4 Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control. Not less than one-half (1/2) day of leave may be used for this purpose except that not less than one (1) full day of leave may be used for this purpose in those instances where prior notification is not given.
- 11.8.1.5 To attend religious observances or weddings, ceremonies, or traditional observances honoring the employee or members of the employee's immediate family.
- 11.8.1.6 To attend to legal or business matters of which cannot be scheduled outside of the work day and are of compelling personal importance.
- 11.8.1.7 To take examinations related to advanced training which cannot be scheduled during off-duty hours.
- 11.8.1.8 The following are not considered reasons of compelling personal importance: attendance at or participation in functions which are primarily for the employees' amusement, pleasure, personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is seeking or engaging in other employment; engaging in a strike demonstration, picketing or any other activities related to work stoppage.

11.8.2 The employee's election to use sick leave for any purposes allowable shall be indicated on the Employee Absence Report form which shall be attached to the payroll sections of the Monthly Absence Report. The employee shall check on the absence form the reason(s) for use of sick leave for reasons outlined in this section.

Employees utilizing this option must notify the Principal or supervising administrator and arrange for appropriate substitutes. Leave does not accumulate from year to year.

11.9 Personal Leave

11.9.1 Employees are entitled to a personal leave of absence when their request is not covered by any other leave policy.

11.9.2 The following regulations govern personal leaves:

11.9.2.1 The primary responsibility of the employee is to the job assignment.

11.9.2.2 The leave is intended to provide employees with an opportunity to attend to compelling obligations which cannot be met outside of normal working hours. Personal leave does not include activities involving compensation.

11.9.2.3 Leave is deducted from sick leave or is unpaid if sick leave is exhausted.

11.9.2.4 Leave is limited to three days per year. (Board Approved 5/13/14)

11.9.2.5 Leave is limited to five employees per day per school.

11.9.2.6 Prior day notice to site administration is required except in emergency situations.

11.9.2.7 Leave is not cumulative from year to year.

11.9.2.8 The Site Administrator may request substantiation from the employee if additional information is required.

11.10 Short-Term Personal Leave (Board approved 5/21/12)

Short-term personal leaves may be granted for the personal convenience of the employee, subject to full salary deduction and to the following conditions:

1) Short-term personal leaves shall be of the shortest duration necessary to accomplish the desired objective and may be no less than one (1) full day and except in cases of emergency shall not exceed a total of ten (10) days in any fiscal year.

2) Short-term personal leaves must have the recommendation of the Superintendent. The absence shall be verified to not seriously affect the educational program.

3) The absence shall be granted only in cases where it can be demonstrated the need for such absence cannot be fulfilled outside of regular duty hours.

4) Approval for such leave must be submitted in advance to the Superintendent a minimum of five (5) working days.

11.11 Special Leaves of Absence

11.11.1 Employees may request a leave of absence from duty for a period of up to one year. Such leaves shall be without pay. Employees granted such leave may continue fringe benefits at their own expense with the approval of the insurance carrier. Requests for leave may be based on illness or personal reasons.

- 11.11.2 Employees requesting such leaves shall present a letter to the Superintendent indicating reasons for the request. In the event a request is asked for personal reasons, the request shall be submitted prior to March 15 of the year prior to the leave. Exceptions to the March 15 deadline may be granted by the Superintendent for extenuating circumstances.
- 11.11.3 The Board of Trustees may grant up to one year's leave when such leave will benefit the students of the District. Such leave may be extended beyond one year at the discretion of the Board.
- 11.11.4 The Superintendent will reply to an employee's request for a special leave within 35 calendar days. Upon request, denial of leave shall be explained in writing.
- 11.11.5 The employee on leave must notify the District in writing by no later than March 1 of the year of leave of the employee's intent to return. The District will notify the employee by certified mail of the requirement at least one month prior to the March 1 deadline.

11.12 Sabbatical Leaves of Absence

- 11.12.1 The Board may grant employees a sabbatical leave of absence not to exceed one year for the purpose of permitting study or travel by the employee, which will benefit the schools and the students of the District. No such leave, however, shall be granted to any employee who has not rendered full-time service to the District for at least seven consecutive years preceding the granting of the leave, and not more than one such leave shall be granted in each seven-year period.
- 11.12.2 Each employee granted such leave shall receive compensation at the rate of one-half the salary the employee would have received during the period of the leave if he/she had continued in regular service during such period. Any compensation so granted may be paid in two equal installments during the first two years of service rendered as an employee of the District following the return of the employee from the leave of absence. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District for any salary paid the employee during the period of the sabbatical leave in the event the employee fails to return to render service twice the length of the sabbatical leave to the District following the termination of the sabbatical leave; or in the event the employee fails to satisfactorily carry out the program of study or the itinerary of an approved trip. The bond shall be exonerated in the event that failure of the employee to return and render the required service is caused by the death or the physical or mental disability of the employee.

Physical disability shall be certified by a physician acceptable to the District and mental disability by a psychiatrist acceptable to the District. Costs of such examinations shall be at the employee's expense. Employees on sabbatical leave shall continue to receive District fringe benefits paid for by the District.

11.12.3 Employees applying for sabbatical leave shall do so by sending a letter of application to the Superintendent. Applications shall be received not later than February 1 of the year prior to the effective date of the leave. The Superintendent shall notify employees as to the status of their leave request by March 1. The applicant shall set forth the purpose of the leave and shall give examples of why the leave will be of benefit to the District. The application shall also describe the program of study, the courses to be taken, and the total units to be earned. The applicant must, except when travel is involved, enroll in a minimum academic program in the college or university where the work is taken. This will equal at least 12 semester units of course work. In the event that the applicant seeks a leave to travel, the application must give precise examples of the value that would accrue the District. All leaves which involve travel must include provisions for the earning of a minimum of six semester units per semester. All units shall be awarded by an accredited U.S. institution. The Superintendent may deny a request for leave even though the number of leave requests is less than the maximum leave allowed when, in the judgment of the Superintendent, the leave will not be of value to the District.

11.12.4 At the conclusion of the leave, the employee shall furnish the Superintendent with official transcripts to verify work agreed to be taken at the time the leave is granted. The returning employee shall also submit to the Superintendent a written report outlining programs undertaken during the leave and the report shall include examples of why the leave was of value to the District. In the event a sabbatical leave included travel, the report shall follow the pattern agreed to by the employee and the Superintendent at the time the leave was approved. Such a report shall be in considerable detail and consist of lessons, audiovisual materials, etc., that can be used in the instructional program by the employee and other employees of the District.

11.12.5 The number of sabbatical leaves during any year shall not exceed one employee per one percent of the unit's full-time certificated employees. (In order for one employee to be eligible, there must be 100 full-time employees in the unit). In the event that more than one percent of the employees apply for sabbatical leave, the Superintendent shall recommend those to be granted leaves. Employees with five years or less of expected service to the District following the leave will not be granted sabbatical leave. The minimum time for sabbatical leave shall be one year.

11.13 Family and Medical Leave Act

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The parties will mutually agree upon a memorandum covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or employees. This will be distributed to the worksites by September 1, 1995.

11.14 Earning Additional Leave Through Substituting

If a teacher is requested ~~and~~ **or** volunteers to substitute during the teacher's preparation period, the teacher will be paid the prorated share of the substitute teacher per diem day. This will be recorded on the teacher's time card by the site administrator and paid at the end of each month. However, the teacher can choose, when accepting a preparation period substitution assignment, to earn additional leave in increments of two tenths (0.2) of a day instead of pay.

The employee must choose compensation "with pay" or "earn additional leave credit" on the period substitute form and signed by both employees and the site Administrator and paid at the end of each month accrued.

If the period sub is for school business, no deduction in leave to the unit member shall be made. (Board Approved 7/10/18)

If the teacher completes the equivalent of a full day within a school year, this amount may be converted to an additional day of personal leave and used under Section 11.9. Additional leave earned through substituting shall be carried over to the following school year but must be used or paid out by the end of the first semester of that year at the prorated share of the substitute teacher per diem daily rate. (Board Approved 2/12/08)

(Board approved 5/21/12)

11.15 Catastrophic Leave

11.15.1 Members may use Catastrophic Leave pursuant to the following provisions:

11.15.1.1 Catastrophic Leave shall begin only after all accumulated Sick Leave (with the exception of Differential Paid Sick Leave pursuant to Article 11.2.3) and other paid leaves have been exhausted.

11.15.1.2 Maximum Catastrophic Leave shall not exceed six (6) consecutive months or the maximum number of days donated pursuant to this section, whichever is less.

11.15.1.3 Any leave granted under this Article that extends beyond May 15th of the current school year must be approved by the Association and the District.

11.15.2 To request Catastrophic Leave, the unit member or designee shall submit the appropriate form to the Association President, along with verification of a physician that supports the request.

11.15.2.1 To qualify for such leave, the unit member will have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all Sick Leave and other paid leaves (as defined in Article 11.2.3).

11.15.2.2 A “member of the employee’s family” shall be limited to the spouse, child, parent or an individual over which the unit member has legal guardianship.

11.15.3 As soon as practicable, the Association Executive Board shall meet and consider the request for Catastrophic Leave.

11.15.3.1 If the request is denied, the Association President shall notify in writing the unit member or designee.

11.15.3.2 If the request is approved by the Association, the Association shall solicit unit members on the appropriate District form to authorize donation of Sick Leave hours pursuant to this Article. Completed forms shall be returned to the Association President. Donating member’s hours will be translated into the hourly rate of the employee. This amount will be applied to the hourly rate of the requesting member.

i.e.: A teacher earning \$59.65 (Column V, Step 11) per hour requests Catastrophic Leave for 30 hours at a value of \$1,789.50 (30 X \$59.65). The donated hour value from the members must equal or exceed the \$1,789.50. 6 hours equals 1 teacher work day. (Board Approved 5/13/14)

11.15.3.3 A qualified unit member must have a minimum of thirty (30) days Sick Leave to qualify to donate and must maintain a minimum of twenty (20) days of Sick Leave per school year.

11.15.3.4 Donated Sick Leave hours may be utilized in increments of one-half work day. (Board Approved 5/13/14)

11.15.3.5 If the hours of donated Sick Leave are not used, those hours will be retained by the donor. (Board Approved 5/13/14)

11.15.4 If a unit member exhausts his/her donated Sick Leave from the Catastrophic illness Leave Pool, the unit member or designee may request additional Catastrophic Illness Leave pursuant to this Article. However, in no event shall the unit member be eligible to use more than six (6) consecutive calendar months of Catastrophic Illness Leave.

11.15.5 The Association shall provide the District with the documentation needed to manage the Program.

11.15.6 The Association agrees that it will not file, on its own behalf or on behalf of any Unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated Sick Leave used by another unit member pursuant to this Article. The Association also agrees that that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this Article.

11.15.6.1 The Association agrees to indemnify and hold the District harmless from any loss or damage arising from the implementation of this Article.

11.15.6.2 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this Article, the District may terminate this Article upon written notice to the Association.

Article 12

EVALUATION PROCEDURES

- 12.1 The District shall evaluate and assess unit members as it reasonably relates to the following standards:
- 12.1.1 The progress of pupils toward the standards established by the District of expected pupil achievement at each grade level in each area of study; and
 - 12.1.2 The instructional techniques and strategies used by the unit members; and
 - 12.1.3 The unit member's adherence to curricular objectives; and
 - 12.1.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's assignment; and
 - 12.1.5 The performance of other duties/activities to the unit member's assignment; and
 - 12.1.6 The quality of human relationships with students, parents and District personnel.
- For non-instructional unit members, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities.
- 12.2 Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) days before the last day of school in the school year in which the evaluation takes place. The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's personnel file. Before May 15, a meeting shall be held between the unit member and the evaluator to discuss the evaluation.
- 12.3 Probationary Evaluation and assessment of the performance of each certificated unit member shall be made on a continuing basis, at least once each school year for probationary personnel, and at least every other year for personnel with permanent status. The first ten years of evaluations will not change.
- 12.4 After ten years in the District, an employee may have the opportunity (with agreement from administration) to complete a self-evaluation and a formal evaluation in each four-year cycle instead of two formal evaluations. (See Appendix A.4 for the cycle) (EC 44500, 44644) (See Appendix A.5 for Guidelines on Self-Evaluations) The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the unit member. An evaluation committee will review the CERTIFICATED EVALUATION GUIDELINES to reflect an alignment with curriculum standards, CSTP, and Teacher Performance Expectations. Any recommendations will be brought back to the negotiations table. In the event a unit member is not performing his/her duties in a satisfactory manner according to the categories set forth in 12.1 above, the District shall confer with the unit member making specific recommendations as to areas of improvement. (Board Approved 5/10/05, 3/10/09, 5/13/14)

12.5 Any evaluation performed pursuant to this Article which contains an unsatisfactory evaluation may include the requirement that the certificated unit member shall participate in an Improvement Plan. (Board Approved 5/13/14)

12.5.1 Teachers receiving an unsatisfactory evaluation in any given year will not be eligible for a step increase on the salary schedule for the following year and thereafter until a satisfactory final performance evaluation is achieved. Once the employee receives a satisfactory final performance evaluation, the employee will be placed at his/her actual step as if the employee had not received an unsatisfactory evaluation. Placement will be as of July 1 of the following school year. The District will utilize the following guidelines in evaluations under Article 12.4 only when an evaluation may conclude in unsatisfactory performance: (Board approved 5/11/10) (Board Approved 10/8/13)

1. Formal observations and the post observation conference will be completed prior to end of first semester (as defined in Article 12.5)
2. Teachers in danger of receiving an unsatisfactory evaluation will be notified of such by an initial evaluation report from the evaluator prior to the end of the first semester. An assistance plan will be developed by the evaluator in consultation with evaluatee. The assistance plan will detail specific actions and results needed to achieve satisfactory performance. The evaluatee will be offered the opportunity to volunteer for Peer Support as detailed in Article 12.10. (Board Approved 5/13/14)
3. The evaluatee may request review of the initial evaluation report by Human Resources and the Superintendent at any time after being notified of unsatisfactory performance.
4. Once designated as being in danger of receiving an unsatisfactory evaluation, the evaluatee may request an additional evaluator to work with initial evaluator to complete final evaluation.
5. Once designated as being in danger of receiving an unsatisfactory evaluation, the administration will continue to observe the teacher and gather data. The evaluator and evaluatee will meet once per month during the months of February, March and April to conference regarding the assistance plan and the evaluator will provide written feedback regarding the evaluatee's progress.
6. Final summary evaluation will be completed pursuant to Article 12.2. (Board Approved 3/15/07)

12.6 The responsible evaluator shall schedule a meeting within the first 20 working days of the school year with each unit member to be evaluated. At this meeting, the evaluator and evaluatee will review and discuss the evaluation criteria, the facilitating support requirements to be provided by the evaluator, and plans for mutually monitoring the certificated unit member's performance status. If the evaluatee has any concerns about assigned evaluator, evaluatee will make this known to the site principal within 10 days of initial meeting and request a change of evaluator. (Board Approved 3/15/07)

12.7 For probationary unit members, the performance evaluation shall provide for at least two observations by the evaluator of the evaluatee; for permanent unit members, at least one observation. At least one of these observations must be in the principal courses taught by the unit member. Preliminary evaluation shall be completed prior to the "final summary evaluation. "Within 10 work days of each observation, a conference between evaluator and evaluatee shall be held.

12.8 Probationary Teacher Non-Election

Probationary teachers shall be subject to non-election at any time prior to March 15 of their second probationary year, pursuant to the provisions of the Education Code and the case law thereunder.

12.9 Complaints from Parents or Citizens

No complaint of a person other than management will be used in the evaluation of a unit member, nor will any such complaint be placed in a unit member's personnel file unless the following procedural rights are followed:

12.9.1 Within ninety (90) days from the date of occurrence, the unit member shall be notified of the complaint which shall be in writing and signed by the complainant.

12.9.2 The unit member has the right to confront and examine the complainant(s) about the validity and accuracy of the complaint.

12.9.3 The unit member has the right of representation by the Association and to be informed prior to any meeting that the member is entitled to such representation.

12.9.4 The unit member has the right to respond to the complaint both orally and in writing, and to have any written response attached to the complaint.

12.9.5 The unit member is allowed to remain in the position until formal charges have been made by the complainant, except in circumstances where the Superintendent may remove the employee from duty with pay pending investigation of any formal complaint, in accordance with Education Code provisions.

12.10 Peer Support (Board Approved (5/13/14))

12.10.1 The purpose of the Peer Support is assistance, not evaluation. The role of the Support Teacher is to provide assistance, not to evaluate teachers. Peer Support assistance is for permanent teachers only.

12.10.2 Selection

District Office Administration, or designee, shall appoint Supporting Teachers. The District will seek input from the Association on the selection of the Support Teacher. Support Teachers will meet the following criteria:

- Five years of experience as teacher/3 years in SUHSD
- Recent experience in classroom instruction
- Willingness to participate in the Peer Support Program
- Knowledge of the State teaching standards/framework
- Exemplary teaching ability as demonstrated by:

- Effective communication skills
- Subject matter knowledge
- Mastery of a range of teaching strategies
- Effective classroom management skills
- Demonstrated ability to work cooperatively and efficiently with other professional staff members

12.10.3 Compensation

The Support Teacher shall be provided release time (5 hours per semester maximum) and a stipend of \$500 per semester, paid as listed on Extra Duty Assignment Salary Schedule. Exceptions to these guidelines are to be approved by District Office Administration. The Support Teacher shall continue to maintain all rights of bargaining unit members.

12.10.4 Length of Service

The Support Teacher shall be appointed on a semester to semester basis, renewed for additional appointment at the discretion of the District Administration.

12.10.5 Duties and Expectations

Minimum Duties: It is expected that the Support Teacher will provide ongoing communication and support with the teacher. (i.e.: phone, email, etc.). He/She will meet with the peer within the first two weeks after referral. Communication shall include a minimum of five (5) visitations during the semester. Visitations may include Support Teacher visitations, visitations to other peer's classrooms by the teacher.

Article 13

JOB SHARING

A sharing of a job may be proposed by two full time teaching unit members, subject to the following limitations:

- 13.1 Both participating teachers will reduce their teaching loads to three periods, and be placed on leave for the other two periods. The leave replacement teachers shall have temporary status.
- 13.2 The period of the job sharing and the leave shall not exceed one year, and shall be subject to reapplication and renewal.
- 13.3 The leave and the job-sharing arrangements shall be established by written agreement. Any renewal must also be in writing.
- 13.4 Job sharing teachers will continue to receive the health and welfare benefits equal to those granted full time unit members. The pay shall be one-half the full time pay for three periods of teaching.
- 13.5 Part time employees are not eligible to participate in the job-sharing program.
- 13.6 The granting of job shares shall be at the sole discretion of the Superintendent.

Article 14

RELEASED TIME FOR ASSOCIATION BUSINESS

The Association President or other unit member designated by the President will be permitted released time up to a maximum of 11 days for each 12-month period under this contract for the purpose of conducting the normal business of the Association.

The released time is granted with the understanding that the employee's first commitment is to employment with the District and that absences for Association activities will be held to a minimum. The Association President will seek at least five days advance review by a designated management person for each request.

Article 15

ASSOCIATION/DISTRICT COOPERATION

The Association and the District will continue with methods of improving Association/District cooperation and involvement of Association representatives in matters of mutual concerns. Specifically, for the duration of this agreement, the parties agree to establish the following:

15.1 A Central Coordinating Committee, comprised of the Superintendent/designee and other administrators, the President of the Association/designee, and at least three other representatives, one from each site, will meet monthly during the school year. The committee will also include a staffing and fiscal affairs person from the Association to discuss the following issues:
(Board Approval 11/9/04)

15.1.1 Staffing at schools, class size, vacancies, part time employment split Schedule, assignments, reassignments and transfers;

15.1.2 ADA generation problems and fiscal affairs; and

15.1.3 Relationship problems, and any non-bargaining problems of mutual concern.

Article 16

EXTRA DUTY CREDIT RECOVERY PROGRAMS, SHORT-TERM INDEPENDENT STUDY, HOME & HOSPITAL, AND ADULT ED TEACHERS

(Board Approved 5/13/14)

Effective for the 2001-2002 school year, the following articles shall apply to extra duty credit recovery programs, home and hospital, and short-term independent study employees: 1,2,3,4,5 (as it pertains to this Article), 6,16,17,18,19,20,21 and 22. (Board Approved 3/10/09)

16.1 Extra Duty Credit Recovery Programs

16.1.1 Extra Duty Credit Recovery assignments shall be offered in the following order:

- a. First, to current permanent certificated District employees with qualifying experience within the last 2 years, a credential in the subject and a satisfactory evaluation in the subject area to be taught and who taught the same subject in the previous year.
- b. Second, to current permanent certificated District employees who have recent experience and credential in the subject and a satisfactory evaluation in the subject area to be taught.
- c. Third, to those who taught the same subject in extra duty credit recovery the previous year and received a satisfactory evaluation.
- d. Fourth, to all others.
- e. In paragraphs "a" and "b" above, in the event that there are more applicants than positions, positions shall be awarded on the basis of District seniority.
- f. In paragraph "c" above, in the event that there are more applicants than positions, positions shall be awarded on the basis of extra duty credit recovery seniority.
- g. These programs may be eliminated at the District's discretion.

16.1.2 Sick leave accrued at the Shasta Union High School District during the regular school year may be used during extra duty credit recovery which is provided during the summer months in accordance with Article 11.1.1. Sick leave shall not be accrued for credit recovery service.

16.1.3 No probationary or permanent certificated employee shall be involuntarily transferred or assigned to extra duty credit recovery.

16.1.4 Extra duty credit recovery teachers who are not probationary or permanent certificated District employees shall be evaluated. Other extra duty credit recovery teachers may be evaluated. The extra duty credit recovery administrator will meet with those teachers who will be evaluated within two (2) working days of the start of their extra duty credit recovery employment. Evaluation shall be according to the procedures in Article 12 (Evaluation Procedures) with a schedule determined at the time of the first meeting.

16.1.5 Effective the start of the 2000-01 Extra Duty Credit Recovery Program:

16.1.5.1 Steps on the salary schedule are to be based upon column placement.

- 16.2 Short-term Independent Study and Hourly Employees (i.e. GED, Home & Hospital, CAHSEE tutoring) (Board Approved 3/10/09)
- 16.2.1 The scheduling of work hours for teachers assigned to short-term independent study shall be determined by the site administrator at the site where the teacher is assigned.
 - 16.2.2 The following will be considered in the selection of internal applicants interested in hourly positions: Seniority, subject matter expertise, recent experience.
 - 16.2.3 Evaluations of employees covered in this article will be conducted by the site administrator.
 - 16.2.4 A contracted employee doing short -term Independent Study will be paid on the same day as they receive their regular pay.
 - 16.2.5 Contracted and hourly employees assigned to independent study may apply for vacancies in the regular program under the terms of the collective bargaining agreement.
- 16.3 Other Provisions
- 16.3.1 The salary schedule for Extra Duty Credit Recovery, Short-Term Independent Study, Home & Hospital, and Adult Ed Teachers shall be part of Appendix A. (Board Approval 11/9/04, 3/10/09)
 - 16.3.2 Extra duty credit recovery assignments, home and hospital assignments, and short-term independent study assignments shall be hourly and only those employment rights enumerated in this Article shall apply. (Board Approved 3/10/09)
 - 16.3.3 Teachers working in non-teaching hourly assignments shall be paid based on the Class 1 of the pay schedule for Hourly Employees (i.e. Saturday School, Test Proctoring) (Board Approved 3/10/09)
 - 16.3.4 Hourly Home and Hospital teachers are entitled to an additional one hour paid preparation time each trip during which they are required to travel fifty or more miles, round trip, from the student's school site to his/her home.
 - 16.3.5 All hourly pay for Home and Hospital teachers will be from the hourly salary schedule, and based upon the teacher's placement on the certificated salary schedule.
- 16.4 Adult Education Teachers (EC 8530-8538)
- 16.4.1 The bargaining unit will include Adult Education teachers. The District will establish the length of the Adult Ed work day, work year and program calendar, following consultation with the Association. The District will notify each Adult Ed teacher of his/her assignment, work day and work year, and any subsequent changes, as soon as practicable.
 - 16.4.2 Neither the inclusion of these Adult Ed teachers in the bargaining unit nor any provision in this Agreement will be interpreted as creating any right or expectancy of continued employment of any unit member beyond that provided by express provision of law.

- 16.4.3 The following Articles of the collective bargaining agreement will apply to Adult Ed teachers: 1-6, 16, and 18-22 (no appendices). The grievance procedure does not apply to any appointment, reappointment, non-reappointment, release, termination, or discharge of an Adult Ed teacher. (Board Approval 11/9/04)
- 16.4.4 In addition to the rights retained by the District under applicable law, the collective bargaining agreement, and District policies and practices, the District expressly retains the rights in its discretion to determine, add, cancel, delete, and modify programs, courses, classes, unit member assignments, and enrollment levels and capacities for the Adult Education Program; to add, reduce, or eliminate work hours and work schedules for unit members; to appoint, reappoint, or elect not to reappoint unit members; and to assign, reassign, and transfer unit members; all subject to the express requirements of law applicable to Adult Education employees and programs.
- 16.4.5 Sick leave will be provided to Adult Ed teachers at the rate of .05464 hours for each hour worked, not to exceed 60 hours per year of sick leave.

Article 17

SAVINGS AND PROVISIONS

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

Article 18

COMPLETION OF MEET AND NEGOTIATE

- 18.1 Except as provided in this Article regarding reopening of negotiations, during the term of this Agreement, the Association and the District waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 18.2 Exceptions shall be allowed when any Article of this contract is held to be contrary to law by a State Constitutional Amendment or a change in the California statutes. Such exception shall be mutually agreed to by both parties to this contract and discussion shall be limited to that specific Article found to be contrary to law or needed to comply with the law.
- 18.3 This provision shall not prohibit the parties from mutually agreeing to reopen negotiations on any subject of bargaining.
- 18.4 Each and all of the parties hereto agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of negotiations. The parties agree that this Agreement is intended to cover all matters within the scope of representation, from the date of ratification hereof through June 30, 2019. The Association agrees that, with the exception of the reopeners specified in Article 21, the District shall not be obligated to meet and negotiate with respect to any subject matter within the scope of representation, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated on, ratified, and/or executed this Agreement, and even though such subject or matter was pro-posed and later withdrawn. The clause does not apply to Adult Education employees added to the bargaining unit by PERB in September 1997.

Article 19

CONCERTED ACTIVITIES

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

It is agreed and understood that any employee violating this Article may be subject to the disciplining procedures of the District.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the Association who violates this Article.

Concerted activities shall be expressly excluded from the provisions of Article 5 (Grievance Procedure).

Article 20

EMERGENCY PROVISIONS

The District retains the right to amend, modify or rescind policies and practices referred to in this Agreement in the event of an emergency.

Issues arising out of the exercise of the provisions of this Article, including facts underlying such exercise, shall be expressly excluded from the Procedures for Processing Grievances contained in this Agreement. An "emergency" is defined as a natural or man-made disaster, act of God, war, fire, financial crisis, or other extraordinary occurrence beyond the control of the District which interferes with the normal operations of the District.

Article 21

TERM

- 21.1 This Agreement shall remain in full force and effect from the date of ratification by both parties up to and including June 30, 2019; and thereafter shall continue year-by-year unless one of the parties notifies the other in writing no later than April 1 (beginning with the year 2010) of its request to modify, amend, or terminate the Agreement. Each party may have a compensation re-opener and two other re-openers.

If in the final year of the agreement the two parties do not mutually agree to open the contract, the contract will be considered fully open effective February 1 of the year in which the contract expires.

(Board Approval 11/9/04, 2/12/08, 5/11/10)

21.2 Each year of agreement a Joint Calendar Committee shall determine the work calendars for the next three consecutive years. The agreement is to maintain a three-year calendar cycle with the third year to be negotiated on an annual basis. Each year any of the approved calendars may be reviewed and revised as determined by the Joint Calendar Committee and approved by the union president. (Board Approved 2/12/08, 5/11/10)

SHASTA SECONDARY EDUCATIONAL ASSOCIATION - SSEA

President Date

Lead Negotiator Date

SHASTA UNION HIGH SCHOOL DISTRICT

Superintendent Date

Appendix A

SALARY REGULATIONS

A.1 Salary Schedule and Provisions

A.1.1. Employees shall be classified on the basis of training and experience and paid an annual salary based on the salary schedule currently in effect.

A.1.2 The employee is responsible to provide the Superintendent's office with official transcripts of record, letters verifying prior work experience, and other information as may be required and requested for salary schedule placement purposes. New employees must file all requested information with the Superintendent's office prior to the employee reporting to work the first day. In subsequent years, official transcripts or official correspondence from the university verifying approved new course work taken for salary schedule advancement shall be filed with the Superintendent's office between September 1 and September 30, following the completion of the course work and salary credit shall be retroactive to July 1. All course work taken for salary schedule advancement must be from an institution accredited by WASC or its other regional affiliates. For District Nurse, continuing education hours required to maintain the RN Certification will be accepted. All course work, tests and lessons must be completed prior to the day the employee reports for work in the fall. (Board approved 6/23/11)

A.1.3 For all teachers hired on or after May 1, 1997, prior teaching experience will count year for year up to a maximum of six (6) years teaching credit, excluding Super Maximum longevity steps.

Effective July 1, 2016 and moving forward, all teachers hired after August 1, 2011, prior teaching experience will count year for year up to a maximum of eleven (11) years teaching credit, excluding Super Maximum longevity steps. (Board approved 6/20/2016)

For trade and vocational teachers, any supervisory experience and for District Nurse, any RN experience, approved by the Superintendent obtained above credential requirements and subsequent to the 21st birthday will count one year for two years, up to a total of five years. Prior teaching experience must be in an accredited public or private school while holding a valid teaching credential. One half of satisfactory full-time teaching will be evaluated as the equivalent of one year, provided such experience does not allow the teacher more than a total of one full year of experience for partial teaching experience. No credit is given for military service. The District shall also provide a longevity program. Such Program shall include Super Maximum longevity steps, Class V, Steps 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, and 34 are dependent upon the following:

(Board approved 6/23/11, 10/13/15, 7/10/18)

A.1.3.1 After September, 2016 movement to each step after Step 12 requires an additional two years of employment service. The final step will be 34 years.

A.1.4 Each employee who provides service in paid status for at least 75% of the days that school is in session shall move to the next step on the schedule for the upcoming year. Movement down the Super Maximum longevity steps shall also require the completion of four years of service. This article is in effect unless the employee receives an “unsatisfactory evaluation” as outlined in Article 12.5 (Board Approved 3/15/07) (Board Approved 10/8/13)

A.1.5 The school year shall be based on the adopted certificated school calendar and employee's contract. Extra pay for extra time worked beyond those dates will be based on a per diem rate based upon the current salary schedule.

A.1.5.1 A stipend equivalent to 20% of a teacher's gross salary (Schedule A) will be given to any unit member who teaches a sixth period. The stipend will be pro-rated on a monthly basis. (Board Approved 11/9/04)

A.1.6 Units shall be of one type - horizontal. (Board approved 5/21/12)

A.1.6.1 Units for horizontal advancement on the salary schedule shall be semester units valued at 15 hours. Quarter and Continuing Education units valued at 10 hours shall be converted to semester units. Units shall be earned through course work taken through a college or university accredited by WASC or its other regional affiliates, or approved workshops. For District Nurse, continuing education hours required to maintain the RN Certification will be accepted. Horizontal units allow the employee to change classifications. (Board approved 6/23/11, 5/21/12, 10/13/15)

A.1.6.2 Only one unit per year from District-sponsored workshops shall be used for horizontal salary schedule advancement. Exceptions may be made at discretion of the Superintendent. District approved credit exceptions include District Leadership Academy. (Board Approved 3/10/09) (Board approved 5/21/12)

A.1.6.3 Effective July 1, 1984 unit members shall pay all costs related to attendance at conferences, workshops, in-service training, or any other meeting(s), if the employee receives, or intends to receive, unit credit for advancement on the salary schedule. This shall apply whether the unit credit is granted by the sponsoring organization as a result of attendance at the conference, workshop, etc., or the credit is granted by a separate participating college or university, following attendance at the conference. Nevertheless, if the employee's attendance is approved by the supervising administrator, the District will pay the cost of a substitute and the employee's regular pay when the absence occurs on a scheduled workday.

A.1.6.4 All units applied toward horizontal advancement on the salary schedule must be in the employee's credentialed major or minor field of study or related to the employee's current

teaching assignment, unless approved by the Superintendent or designee.-(Board Approved 3/10/09)

Units for course work commenced prior to the execution of this Agreement shall be credited in accordance with the provisions contained in the previous collective bargaining agreement. Units for course work commenced subsequent to execution of this Agreement shall be credited in accordance with the terms and conditions of this Agreement.

A.1.6.5 Any request for a variance from the percentage limits shall be processed as follows: (Board Approved 10/13/15)

A.1.6.5.1 The employee shall submit a written request and the justification for such request to the appropriate principal for approval.

A.1.6.5.2 In the event the request for variance is not approved by the Principal, the employee may appeal the matter to the Superintendent. The decision of the Superintendent shall be final.

A.1.6.6 The employee is not eligible to receive salary credit if the District has paid the required tuition and textbook cost.

A.1.6.7 The administration of the procedures for salary schedule placement and advancement shall be the responsibility of the District Superintendent.

A.2 Salary Schedule Classification

Any degree used in qualifying for a classification must be from an institution accredited by WASC or one of its regional affiliates.

A.2.1 Column I (Board Approved 2/12/08, 6/23/11)

A valid California Credential that authorizes public school service.
(Board Approved 2/12/08)

Column IA

A valid California Designated Subjects Credential plus 15 semester units
(Board approved 6/23/11)

A.2.2 Column II (Board Approved 2/12/08, 6/23/11)

A valid California Credential that authorizes public school service with 30 semester units beyond the Bachelor's Degree, or Designated Subjects Credential plus 30 units.
(Board approved 6/23/11)

A.2.3 Column III (Board Approved 2/12/08, 6/23/11)

A valid California Credential that authorizes public service plus one of the following options:

A.2.3.1 Master's Degree.

A.2.3.2 45 semester units beyond Bachelor's Degree date.

A.2.4 Column IV (Board Approved 2/12/08)

A valid California Credential that authorizes public school service plus one of the following:

A.2.4.1 Master's Degree and 15 semester units beyond degree date.

A.2.4.2 60 semester units beyond Bachelor's Degree date.

A.2.5 Column V (Board Approved 2/12/08, 6/23/11)

A valid California Credential authorizing public school service plus one of the following:

A.2.5.1 Master's Degree and 30 semester units beyond degree date.

A.2.5.2 75 semester units beyond Bachelor's Degree date.

A.3 Other Salary Schedule Information

A.3.1 Employees who possess a Master's, Ed Specialist or Doctorate Degree from an institution accredited by WASC or one of its regional affiliates will be paid an additional stipend as indicated on the Certificated Salary Schedules.

A.3.2 Units earned beyond the degree date shall comply with all three of the following:

A.3.2.1 Units not applied toward the Bachelor's Degree.

A.3.2.2 Units not included in the undergraduate grade point average.

A.3.2.3 Units included on the graduate transcript.

A.3.3 A maximum of six units taken at the undergraduate level will be counted as work taken beyond the Bachelor's Degree at the time of initial employment, if these units have been shown on the official college or university transcript as post graduate credit.

Shasta Union High School District											
Certificated Evaluation Rotation											
Years of Service	1	2	3	4	5	6	7	8	9	10	
	Formal	Formal	OFF	Formal	OFF	Formal	OFF	Formal	OFF	Formal	
	Probation	Probation									
	<p><i>Note: years 1-2 remain the same with formal evaluations and a probationary status. Tenure is granted in year 3 and formal evaluations resume every other year until year 10.</i></p>										
	11	12	13	14	<p><i>Note: Years 11-42 are on a four-year rotation. Every other year is an off-year. Year 12 begins the option of a self-evaluation year.</i></p> <p><i>*Should a permanent certificated employee not be able to complete his/her evaluation he/she may be moved to the following year. Such examples may include extended absence during an evaluation year.</i></p> <p><i>*The site Administrator may elect to move any employee to a formal evaluation cycle.</i></p>						
	OFF	SELF	OFF	Formal							
	15	16	17	18							
	OFF	SELF	OFF	Formal							
	19	20	21	22							
	OFF	SELF	OFF	Formal							
	23	24	25	26							
	OFF	SELF	OFF	Formal							
	27	28	29	30							
	OFF	SELF	OFF	Formal							
	31	32	33	34							
OFF	SELF	OFF	Formal								
35	36	37	38								
OFF	SELF	OFF	Formal								
39	40	41	42								
OFF	SELF	OFF	Formal								

(Board Approved 5/10/05)

Certificated Evaluation Guidelines – Article 12.5 (Effective 4/26/05)

Options for self-evaluation: The committee is confident that either of the following types of self-evaluation will provide sufficient evidence that the teacher's evaluation during a self-review year was just as complete and comprehensive as a formal administrative evaluation.

Creation of a Portfolio: the evaluatee and administration will agree upon the portfolio contents. The portfolio will include the majority of the following: Lesson plans, projects, student work, test scores, grading methodology, instructional strategies, extra-curricular activities, parental involvement, curriculum planning projects, analysis of student performance, professional growth activities. The goals and objectives of the portfolio will be agreed upon and developed by the evaluatee and the administrator at their initial evaluation meeting.

Peer Review: The purpose of a peer review would be to allow a teacher during their self-evaluation years to choose a peer to evaluate lessons based upon a clear set of objectives and a well-defined focus. The objective is to help teachers improve instruction. This could be accomplished by a peer sitting through an evaluatee's lesson or the evaluatee videotaping a lesson and the two watching the results together. The overall goal is to establish a culture of self-study that stimulates continuous inquiry, reflection, information sharing, and improvement. The process could be a three-step approach:

The administrator or designee and the evaluatee would determine the **criteria** for the Peer Review. This could be based upon the school's Single Plan for Student Achievement. Examples of criteria are:

- Relation to learning standards: Is the learning experience linked to performance for specific standards?
- Rigorous: Is the learning experience appropriately challenging in academic rigor, allowing students to think independently and extend their knowledge?
- Real-world relevancy: Does the learning experience relate to a problem or situation connected to the world beyond school and allow students to focus on a real audience for a real purpose?
- Student work: Is the student work and how it will be assessed clearly defined?
- Engagement: Does the learning experience appear likely to engage students?
- Assessment plan: Are elements of good assessment incorporated in the experience?
- Adaptability: Can the learning experience be replicated in other classrooms?
- Integration of technology: Does technology, when used, assist students to complete the learning experience and achieve the learning standard?
- Presentation: Is the learning experience developed so that other teachers can relate to it and easily adapt it to their own classrooms?

The evaluatee and the peer observer would decide upon the appropriate teaching behaviors to be observed before the observation. Examples of specific purposes that might be the focus of data gathering by a peer during the observation could be: (No more than two should be observed in a single lesson.)

- Looking for examples of real-world applications
- Patterns of calling on students
- Balance of negative and positive feedback
- Clarity of directions
- Using open-ended questions
- Body language
- Wait time for student response to teacher questions
- Balance of teacher and student talk
- Correlation of objectives and activities
- Effective use of cooperative learning groups
- Strategies for helping individual students
- Recognizing different learning styles
- Strategies for encouraging students who choose not to participate
- Reducing interruptions
- “kid watching” to give feedback on behavior of certain students
- Collecting data for action research projects

To make the peer observation truly valuable, the full process of conferencing is essential. The final step of the Peer Review following the observation takes the form of peer review of the following:

- Discussions about teaching prior to delivery of instruction
- Classroom observations
- Discussions about teaching after delivery of instruction
- Discussion about level of student achievement
- Discussion of the quality of student work

Reference:

International Center for Leadership in Education (2002). Peer Reviews. *Rigor and Relevance Handbook*. 106 – 113.

(Board Approved 3/10/09)