

Collective Bargaining Agreement



Southern Humboldt Unified School District

and

**Southern Humboldt Teachers Association
California Teachers Association
National Education Association**

Term of Agreement: July 1, 2016 – June 30, 2018

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AGREEMENT

This agreement is made and entered into effective July 1, 2016 between the Southern Humboldt Unified School District (“District”) and the Southern Humboldt Teachers Association/National Education Association/California Teachers Association (“Association”).

ARTICLE I—RECOGNITION

The District recognizes the Association as the exclusive representative of all contracted certificated employees employed by the District, full or part-time, except those classified as management. The parties agree that the following parts of the Agreement are the only parts that apply to substitute teachers:

1. Article I – Recognition
2. Article III – Association Rights
3. Article VIII – Child Abuse
4. Article XVI – Safety Conditions of Employment
5. Article XXIII – Student Discipline
6. Article XXIV – Personal and Academic Freedom

The parties agree that additional language may need to be negotiated that is specific to substitute teachers and the parties will participate in such negotiation when needed.

ARTICLE II—DEFINITIONS

2.1 Unit Member

Unit member refers to any employee covered by the terms and provisions of this Agreement who is not a member of another bargaining unit.

2.2 Days

Days means school days during which the District receives ADA for students.

2.3 School Day

School Day means the length of day students are required to be in school, unless otherwise provided for in this Agreement.

2.4 Immediate Family

Immediate family means the unit member’s father, mother, brother, sister, husband, wife, father-in-law, mother-in-law, son, daughter or any person living in the certificated employee’s immediate household.

2.5 Daily Rate of Pay

Daily rate of pay means the unit member’s annual salary divided by the number of duty days required by this Agreement.

2.6 Duty Days

Duty days means days during which unit members are required to be present at school.

ARTICLE III—ASSOCIATION RIGHTS

3.1 *Rights*

The Association shall have the right to use District mail facilities, bulletin boards, buildings and equipment, for Association activities, without interference or censorship by the District.

3.2 *Access to Information*

Upon written request by the Association, the District agrees to furnish the Association all available information concerning the District's financial resources and professional staffing within ten (10) days of the written request. This information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board; census and membership data, names, addresses and phone numbers of all unit members, salaries paid thereto, educational background and other information that may be used in negotiations and processing grievances.

ARTICLE IV—SAVINGS PROVISION

If any provisions of this Agreement are 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 will continue to be in full force and effect.

ARTICLE V—STATUTORY CHANGES

During the life of this Agreement, if there are changes in the laws which may affect terms and conditions of employment, those issues may be opened for bargaining by a request from the exclusive bargaining agent.

ARTICLE VI—PROCEDURAL REVIEW FOR RESTRUCTURING

6.1 *Definition*

Restructuring is defined as changes in programs and procedures.

6.2 *Procedures*

When a site wishes to restructure, they must follow the steps outlined below when those changes conflict with current contract guidelines.

6.2.1 The site writes up a proposal pertinent to that site.

6.2.2 The proposal is sent to the Office of the Superintendent for review.

6.2.3 The proposal is sent to SHTA for consideration of the impact on the contract. Pertinent articles and sections in the contract may be waived by SHTA for one school year at this time.

6.2.4 The proposal will then go to the Board of Trustees.

ARTICLE VII—NEW TEACHER ORIENTATION

The Association will give its services to the District by participating as a part of the agenda for the first orientation meeting for all unit members in the District. The Association President or his/her designee will have twenty (20) minutes on the agenda to address unit members. If twenty (20) minutes are not available on the first orientation agenda due to extenuating circumstances, the District Superintendent will contact the Association President to arrange an alternative time which is mutually agreeable.

ARTICLE VIII—CHILD ABUSE

8.1 Notice to Teachers

No later than the end of the first month of school, the District shall provide each teacher with a copy and explanation of the Maxine Waters Child Abuse Act of 1984, regarding the teacher's responsibilities for reporting child abuse and materials on recognizing child abuse.

8.2 Supervisor's Responsibilities

When a teacher notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide immediate and positive assistance to that teacher in fulfillment of legal responsibilities. Such assistance shall include, but not be limited to: providing copies of the official report forms, agency addresses or telephone numbers, friendly and courteous assistance in completion of the forms and release time for form completion.

8.3 Confidentiality

The District shall respect and maintain the confidentiality of all information on child abuse which a teacher reports to the appropriate authorities.

8.4 Legal Assistance

The District shall provide legal assistance to a teacher who is involved in legal actions as a result of the reporting of child abuse.

ARTICLE IX—GRIEVANCE PROCEDURE

9.1 Definitions

9.1.1 A *grievance* is a claim by one or more unit members that there has been a violation, misapprehension, or misinterpretation of a provision of this Agreement.

9.1.2 The *grievant* or *aggrieved party* is the person or persons making the claim, including the Association.

9.1.3 A *party in interest* is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

9.1.4 A "day" is any duty day in which the grievant is required to render service.

9.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise in the administration of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

9.3 Procedure

9.3.1 Level 1

9.3.1.1 The aggrieved party shall discuss the matter in an informal conference with the immediate supervisor or with the person(s) whose action gave rise to the grievance. This informal conference shall take place within 20 days of the date of the occurrence of the act or omission giving rise to the grievance *or of the date the aggrieved party knew or should have known of the act/omission.*

9.3.1.2 If the matter is not resolved within 10 days of the informal conference, a grievance shall be presented in writing to the immediate supervisor using the grievance form (Appendix I). The written grievance shall be submitted within 15 days of the informal conference. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within five (5) working days..

9.3.1.3 If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) working days, the grievance may be appealed to *Level 2*, with a copy simultaneously provided to the Association President.

9.3.2 Level 2

9.3.2.1 The Superintendent or his/her designee shall meet with the aggrieved party and/or his/her designated Association representative within five (5) working days of receipt of the grievance appeal unless the parties mutually agree to another time for the meeting. The Superintendent or designee shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within five (5) working days after the meeting with the aggrieved party and/or his/her designated representative.

9.3.2.2 If the Superintendent or designee fails to respond within five (5) days after the Level II meeting or the grievant is not satisfied with the Superintendent's/ designee's response, the grievant may request that the Association submit the grievance to binding arbitration. This request must be made in

writing within fifteen (15) days of the Level II meeting with a copy to the Association president as well as to the Superintendent.

9.3.3 Level 3

9.3.3.1 The Association shall have up to twenty (20) days to determine if it will proceed to arbitration. If the Association proceeds to arbitration, it shall notify the District in writing within the 20 day time line. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain his/her commitment to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of potential arbitrators from the State Mediation and Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

9.3.3.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges proper. The decision of the arbitrator will be submitted to the Association and the District. Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting or adding to the provisions of this Agreement.

9.3.3.3 The arbitrator's decision shall be final and binding.

9.3.3.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

9.4 Time Limits

9.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.

9.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. Failure to adhere to the grievance timelines at any stage by the grievant shall render the grievance invalid and all processing shall cease. Failure of administration to respond at any stage to the grievance timelines authorizes the grievant to advance the grievance to the next level.

9.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

9.5 *Rights of Representation*

A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association-designated representative. A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of the written Agreement. If an employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

9.6 *No Reprisals*

No reprisals of any kind will be taken by either party against any grievant, any party, any witness or any other participant in the grievance procedure by reason of such participation.

9.7 *Miscellaneous*

9.7.1 The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one unit member in a single building or unit members in more than one building at *Level 2*.

9.7.2 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at *Level 2*.

9.7.3 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the principal or immediate supervisor by the President of

the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearing as a witness shall be accorded the same right.

- 9.7.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 9.7.5 Forms for filing grievances shall be prepared by the District.
- 9.7.6 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

ARTICLE X—LEAVES

10.1 Definition

Leave-of-absence is hereby defined as any absence authorized by law, or by advance approval of the Board or administrator delegated the authority to approve such absences. Leaves-of-absence may be granted without compensation to the unit member. Leaves-of-absence for further training, study, experience or personal endeavors may be applied for under this policy, provided the training, study, or experience will be beneficial to the District, its students or the unit member.

10.1.1 Leave Rights

Unit members on a paid leave-of-absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave-of-absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed to continue benefits at their own expense. A unit member returning from any type of paid leave shall be entitled to return to the same position and assignment he/she had prior to the leave. A unit member returning from any type of unpaid leave shall be reinstated in the position held at the time the leave was granted unless both parties mutually agree in writing prior to approving the leave that an alternative assignment may be given. Should conditions arise during any leave-of-absence which would have changed the unit member's assignment had he/she remained in active service, the unit member will be reinstated and assigned to service appropriate to his/her credential.

- 10.1.2 Unit members returning from leave shall be afforded all rights provided for under Article XIII. Unit members will notify the District prior to March 1st of their intent to return or not return from a Board approved leave.

10.2 Association Leave

Association representatives, as a group, may have up to ten (10) days of paid leave per school year for local, state or national conferences or for conducting other business pertinent to Association affairs. The ten (10) days may be divided among the representative the Association may direct. Representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President. The cost of the substitutes shall be paid by the Association and the District shall not be responsible for any related expenses.

10.3 Bereavement Leave

A bereavement leave is a leave granted to a unit member because of bereavement resulting from the death of any member of the unit member's immediate family.

Length of Leave. Maximum leave for bereavement purposes is three (3) working days or five (5) working days if travel of over 200 miles is required for any one occurrence.

Compensation. While on authorized bereavement leave, full normal pay will be paid.

10.4 In-Service Leave

A unit member, with approval of the school principal, may take in-service leave to visit classes within the school district and in other school districts and attend workshops and conferences for the purposes of improving teaching technique. The cost of substitutes shall not be borne by the unit member.

10.5 Judicial Leave

Upon written request the chief district administrator shall authorize paid leave for unit members subpoenaed to appear as a court witness or called to serve on a court jury. While on judicial leave, the unit member shall receive his/her regular salary, provided that any jury or witness fees, except monies received for mileage, must be endorsed over to the District.

10.6 Family Care Leave

10.6.1 Effective January 1, 1992, any employer having 50 or more employees, including school employers, must grant a request by employees to take unpaid family care leave.

10.6.2 The legislation mandates family care leave for up to a total of four months in a twenty-four month period in the following circumstances: 1) the birth of a child of an employee; 2) placement of a child with an employee upon adoption; 3) to care for a seriously ill child of an employee; or 4) to care for a parent or spouse who has a serious health condition defined as an illness, injury or condition that involves inpatient care or continuous treatment or supervision by a health care provider and that warrants the participation of the employee.

10.7 Personal Necessity Leave

- 10.7.1** A unit member may elect to utilize a maximum of ten (10) days of accumulated sick leave per year for reasons of personal necessity. Personal necessity is defined to include emergencies involving family members or the employee's property, necessary legal business and matters of compelling personal concern to the employee, which cannot be lightly disregarded, and which cannot be handled outside of working hours.
- 10.7.2** Unit members may request personal necessity leave for the reasons stated above by marking the appropriate box on the leave request application, without providing further explanation regarding the circumstances surrounding this request.
- 10.7.3** No unit member is to take personal necessity leave the first week of school or in conjunction with a school vacation period without the consent of the District Superintendent.
- 10.7.4** Unit members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) days prior to the beginning date of this leave except where the nature of the emergency makes this impossible.

10.8 Sabbatical Leave

10.8.1 Definition

A *sabbatical leave* is a leave granted to a unit member to provide an opportunity to engage in professional study and research or travel so that upon return to service in the District, the unit member would be likely to render improved service.

10.8.2 Eligibility

The certificated unit member shall have served satisfactorily for seven (7) consecutive years in the District immediately preceding the period of the requested leave and shall be classified as permanent. A year of service to qualify shall consist of active service for a minimum of one hundred thirty-five (135) teaching days in the school year.

- 10.8.3** A unit member filing a request for a sabbatical leave to begin the second semester of any school year, if the school is on a two-semester basis, shall have completed a minimum of seventy (70) days of active service exclusive of other leaves-of-absence during the first semester.

- 10.8.4** In the event a unit member is granted a leave-of-absence without pay for service under a nationally recognized fellowship or foundation approved by the State Board of Education for research, teaching or lecturing, such a leave limited to one (1) year shall not be considered a break in the continuity of seven (7) consecutive years for eligibility

hereunder, and shall be considered as a year of service in computing the seven (7) consecutive years of service.

- 10.8.5** Sabbatical leaves-of-absence may be granted for one (1) full semester or two (2) full consecutive semesters. In case of attendance at a four year college or university, a sabbatical may be granted to a unit member for one (1) quarter of full-time attendance.

A *semester* is defined as follows: any established school semester in the Southern Humboldt Unified School District or any established school semester in a four year college or university.

A *quarter* is defined as follows: any established school quarter in a four year college or university.

10.8.6 Compensation

Compensation for a unit member on a full-year sabbatical leave shall be one-half (1/2) of the basic salary he/she would have received if he/she had continued in his regular service during such period. For a unit member granted a one-semester sabbatical leave, the compensation shall be three-fourths (3/4) the basic salary he/she would have received if he/she had continued in regular service during such period.

10.8.7 Types of Leaves for Sabbatical

A sabbatical leave may be taken for travel, formal study, independent study, or a combination of these.

10.8.7.1 Travel

A travel leave is one during which the unit member travels continuously outside the state of California for seventy-five percent (75%) of the leave. A complete but not necessarily detailed itinerary shall accompany the application for such travel leave.

10.8.7.2 Formal Study

A formal study leave is one during which the unit member pursues a program of six to eight units each semester, or the equivalent in any accredited institution or collegiate grade. The courses must relate to the present or prospective service of the unit member, or must qualify him for a higher credential or degree. Limitation shall be as follows:

12 month unit members—Minimum of eight units per semester or sixteen units for a two-semester leave-of-absence of which not more than ten may be completed the first semester.

Other unit members—Minimum of six units per semester or twelve units for a two-semester leave-of-absence of which not more than eight may be completed the first semester.

10.8.8 Independent Study

An independent study leave is one during which the unit member pursues a program of study, research and/or education experience. This program must be related to the present or prospective service of the unit member and must be under the guidance of a sponsor authorized by Superintendent of Schools. The program must be at least equivalent in effort and content to the required units for a formal study leave. A complete report of the independent study project must be approved by the sponsor and filed with the required sabbatical leave report.

10.8.9 Combination

Types of sabbatical leaves may be combined in on semester or in separate semesters in accordance with the following: Independent study may be evaluated by the sponsor as to the equivalent semester units. One calendar month of continuous travel is considered as equivalent to two (2) semester units when in combination.

10.8.10 General Provisions

Time on sabbatical leave shall be creditable towards retirement, and retirement contributions as established by law or rule shall be deducted from payments of compensation.

10.8.11 Salary While On Leave

Salary, as defined under *compensation* in Section 10.8.6, shall be paid in the same manner as if the unit member were rendering service in the District only when the unit member furnishes a suitable bond indemnifying the District against loss in the event the unit member fails to return and render service in the District for at least eighty-five percent (85%) of the teaching days for a period of two (2) years following such leave. In addition, each unit member must submit, prior to each salary payment, a statement in accordance with the procedures established by the Superintendent of Schools, showing compliance with the conditions of the sabbatical leave agreement. The bond shall be exonerated in the event the failure of the unit member to return and render such two years service is caused by the death or physical or mental disability of the unit member. The Board reserves the right to make this determination.

10.8.12 Number of Unit Members on Sabbatical Leave

The number of unit members on sabbatical leave during any one semester shall not exceed five percent (5%) of the total number of full-time unit members.

10.8.13 Priority for Granting Sabbatical Leaves

Priority for granting leaves shall be governed by criteria which include:

10.8.13.1 Merits of reasons for the leave.

10.8.13.2 Degree of success in performance of duties prior to leave.

10.8.13.3 Reasonable distribution of applicants by schools and grade levels.

10.8.13.4 Granting of previous sabbatical leaves.

10.8.13.5 Length of service in the District since the election to permanent status.

10.8.13.6 Availability of suitable replacement.

10.8.14 Application for Leave

Application shall be made at least a full semester prior to the effective date of the leave, but not more than one year. Each unit member returning from sabbatical leave shall file with the Board a report before returning to active service. The report may be made to the Board either in writing or orally. If an approved study program or travel leave is interrupted by serious accident or illness, it shall not affect the unit member's leave compensation providing that the evidence of accident or illness is satisfactory to the Board and the Superintendent of Schools has been properly notified.

10.8.15 Notification of accident or illness while on sabbatical leave shall be made to the Superintendent of Schools by registered or certified mail within ten (10) days of the accident or illness, unless the unit member's condition is such as to prevent giving such notice, whereupon notice shall be given as soon as practicable. Verification from a competent medical authority must be submitted as soon as possible.

10.8.16 A unit member returning from sabbatical leave will be entitled to salary schedule considerations as if he/she had been in active service for the District during the leave period provided, however, that the report as set forth herein is approved by the Board.

10.8.17 Any change of plan for sabbatical leave must be requested in writing and approved in advance.

10.8.18 Sabbatical travel or study must be performed during the period of the leave. Summer travel or study will not fulfill sabbatical requirements for any personnel excepting those employed on a twelve-month basis, and then only if specifically approved.

10.8.19 Payment for service rendered after return to duty shall not be made until either (a) the required documents and reports are filed with the Superintendent of Schools and approved by the Board; or (b) a statement is filed by the unit member that he/she is not planning to fulfill the leave requirements. If leave requirements are not met, no compensation may be paid for such leave and any such compensation received must be refunded. The Board reserves the right to consider extenuating circumstances.

10.9 Sick Leave

10.9.1 Illness/Injury

- 10.9.1.1** In any fiscal year a unit member shall be entitled to ten (10) days of sick leave, exclusive of Saturdays, Sundays, holidays and other days when service is not expected to be performed. Any full-time unit member who uses three (3) days or less of sick leave during the school year, shall be advanced at the start of the next school year two (2) days of sick leave, in addition to the ten (10) days required to be advanced.
- 10.9.1.2** Permanent or probationary employees shall be credited annually on July 1 with the full year's sick leave, in addition to that which has been accumulated but not used in the previous years. Unused sick leave remaining at the end of each year shall be accumulated from year to year without limitation.
- 10.9.1.3** A unit member who does not use the full amount of sick leave as provided for in Section 10.9.1.1 shall be given cumulative credit for the unused time. He/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualification in another school district.
- 10.9.1.4** An employee who leaves employment during a school year who has used more sick leave than he/she has accumulated up to the last day of service, shall have the unearned days deducted from the final pay warrant.
- 10.9.1.5** A unit member serving less than a full school term or on a part-time basis shall be entitled to sick leave in the proportion that the time served bears to a full school term of full-time service.
- 10.9.1.6** It shall be the duty of the unit member to supply the respective school principal or supervisor with the facts or conditions causing the unit member to remain away from his/her duties. In the event of absence due to illness for a period less than five (5) school days, the unit member shall file with the school principal, or supervisor, a statement in writing as to the reason for the absence and the general nature of the illness.
- 10.9.1.7** A unit member absent from his/her duties exceeding five (5) school days on account of illness or injury requiring a doctor's care shall, upon his/her return to work, present to the appropriate principal or supervisor a certificate from competent medical authority certifying physical competency to return to service.

- 10.9.1.8** A unit member shall have the right to utilize sick leave provided for in this Article to care for immediate family members who are ill or injured.
- 10.9.1.9** A unit member shall have the right to voluntarily contribute cumulative sick leave credit to another unit member who has exhausted his/her sick leave. Any such requests for contributions shall be initiated by the Association at the request of the unit member(s) and approved by the Board of Trustees. Credit may not be contributed on a fractional basis.

10.9.2 Industrial Accident/Illness

- 10.9.2.1** Paid industrial accident and illness leave for a unit member shall not exceed twenty-four (24) months per accident or illness.
- 10.9.2.2** Such leaves shall be granted only for illnesses and injuries arising directly out of, and in the course of, school district employment. Leaves shall commence on the first day of absence.
- 10.9.2.3** A unit member claiming industrial accident and illness leave shall be paid his/her regular salary, provided that temporary disability checks for the period shall be endorsed over to the District.
- 10.9.2.4** A unit member claiming industrial accident and illness leave shall complete the accident report and leave request forms and submit them to his/her immediate superior within three (3) days following the accident or onset of illness.
- 10.9.2.5** The determination of the California Workers' Compensation Appeals Board as to the period of temporary disability shall be binding upon all parties, provided that the District's maximum liability does not exceed twenty-four (24) months.
- 10.9.2.6** Any unit member receiving benefits as a result of this section shall remain within the state of California unless the Governing Board authorizes travel outside of the state.
- 10.9.2.7** The benefits provided in this section are in addition to illness/injury leave benefits. Accordingly, the District shall not deduct accumulated illness/injury leave from the illness/injury leave allotment of a unit member who is absent as the result of industrial accident or illness.

10.9.3 Long Term Illness/Injury

When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) calendar months or less, whether or

not the absence arises out of or during the course of employment by the District, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute unit member to fill the position during the absence. The computation of the five (5) calendar months shall begin with the date of expiration of accumulated sick leave, if any. If a unit member with a long-term illness is in a position for which no substitute is assigned, the amount deducted from the salary due the unit member for any month in which the absence occurs shall be the same as the average SHUSD substitute's salary per day, exclusive of Saturdays, Sundays, holidays, and such other days when the unit member is not expected to render service to the District. The amount deducted, however, shall not exceed the computed daily rate of the unit member.

- 10.9.4** It shall be the responsibility of the school principal or supervisor under whose jurisdiction and supervision the unit member is assigned, to provide the business office with the necessary information to effect the payroll deductions.
- 10.9.5** The District shall inform each unit member of the amount of his/her accumulated sick leave once each school year.
- 10.9.6** The Board reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination by competent medical authority, at District expense, of any unit member whose physical or mental health, in the judgment of school officials, is such as to endanger the health, safety or welfare of pupils subject to the supervision of said unit member.

10.10 Disability Applicant Leave

The District shall grant a leave-of-absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System (STRS). This leave shall not extend more than thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

10.11 Personal Leave without Pay

A unit member may apply for and may be granted an unpaid leave-of-absence for up to one (1) school year to pursue personal endeavors including, but not limited to: study, exchange teaching, Peace Corps, Vista or other personal interests.

10.12 Form

All requests for leaves will be made on District form included as Appendix H.

10.13 Unauthorized Absences

Unauthorized absences shall be deemed a breach of contract and may result in disciplinary action.

ARTICLE XI—EVALUATION PROCEDURES

11.1 Forms

The *Teacher Evaluation Form*, which is located at Appendix A-1 is the official rating guide for teacher evaluation.

The Nurse Evaluation Form (Appendix A-2), Domains I through III is the official rating guide for School Nurse evaluation done by District Administrators. If the District chooses to evaluate nurses on Nursing Practices, Domain IV, the evaluation will be done by a trained nurse supervisor. The use of this form is covered by a Memorandum of Understanding for the 2008-2009 school year and will be subject to review and renegotiation for the 2009-2010 school year.

11.2 Permanent Certificated Employees

Permanent certificated employees will be evaluated by management at least every other year. However, permanent certificated employees who have been employed by the district for at least ten (10) years, are highly qualified, if they occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated at least every five years if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

11.3 Probationary Certificated Employees

Probationary certificated employees shall be evaluated by management every year.

11.3.1 A unit member to be evaluated during a particular school year shall be furnished a copy of the standard District evaluation form and procedure and notified of the identity of his/her evaluator no later than October 15 of the school year in which the evaluation is to take place. The evaluation of the unit member shall be based on criteria which are mutually developed during a pre-observation conference.

11.3.2 During the course of the evaluation period, it is understood that circumstances may change, in which case the teacher or evaluator may request modification of the original standards and objectives.

11.4 Classroom Observations

Classroom observations and evaluations shall normally be conducted by the on-site principal. They may be conducted by administratively credentialed counselors or vice principals in the event of long-term absence of the principal or by actual consent of both parties. In the event the principal is not the primary evaluator, he/she may participate in the evaluation and will be responsible for the final evaluation. The final evaluation shall be written by the primary evaluator. Forms, Appendix A, attached will be used for these evaluations.

11.4.1 Unit members shall not participate in the evaluation of other unit members.

11.5 Process

The evaluation process shall include the following activities:

11.5.1 At least one classroom observation that is of a mutually agreed-upon length (not less than thirty minutes); shall be made known to the unit member at least two (2) working days prior to their occurrence or within a mutually agreed upon time; and shall be followed by an evaluation conference within five (5) working days of the observation, unless it is mutually agreed upon to extend the time frame to a period not to exceed ten (10) working days following the classroom observation. There shall ordinarily be three (3) classroom observations.

11.5.2 In the case of negative evaluation(s) the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to the following:

11.5.2.1 Specific recommendations for improvement.

11.5.2.2 Direct assistance to implement any such recommendations.

11.5.2.3 Provision of additional resources to be utilized to assist with improvement.

11.5.2.4 Techniques to measure improvement.

11.5.2.5 Time schedule to monitor progress.

11.5.3 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely upon data collected through classroom observations and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member during the period of observation, and subsequently corrected, shall be written in the final evaluation.

11.6 Final Evaluation

A final evaluation conference between the unit member and evaluator shall be held no later than June 1, prior to the end of the school year, to discuss the content of the final evaluation form. In the event the unit member disputes the evaluation, he/she may prepare a written statement which shall be attached and incorporated into the final evaluation.

11.6.1 The evaluator shall not include in a final written evaluation any information which was not verified by direct observation or other reasonable means of verification.

11.7 Peer Assistance and Review Program Agreement (Suspend Pending Final)

11.7.1 Preamble

The Association and the School District believe that optimum student performance can be achieved only if there is a qualified teacher in every classroom. We believe further that a peer assistance and review (PAR) program—the primary purpose of which is to improve teaching performance—can contribute significantly to the attainment of this objective. Accordingly, the parties agree as follows:

11.7.2 PAR Council

11.7.2.1 A PAR Council (Council) will be established promptly after the effective date of this Agreement. The Council will consist of five members, including three certificated classroom teachers appointed by the Association and two administrators appointed by the School District. The Council will establish its own rules of procedure, including the method for the selection of a Chairperson.

11.7.2.2 The Council will be responsible for establishing the budget for the PAR funds each year.

11.7.2.3 The Council will establish its own meeting schedule. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. If, in carrying out their responsibilities as members of the Council, teachers find it necessary to work beyond the regular work day, they will be compensated for such additional work in accordance with Article XVIII (Wages and Benefits) of the Agreement.

11.7.2.4 The Council will provide a PAR program orientation before September 30th each year, which will be designed to explain the purposes, structure, and operation of PAR to teachers and members of the administration.

11.7.2.5 The Council, by majority vote, will adopt PAR Guidelines (Guidelines) for implementing the provisions of this Article. Said Guidelines will be consistent with the provisions of the Agreement, and to the extent that there is any inconsistency, the Agreement will prevail. The Council may amend the Guidelines as it deems appropriate.

11.7.2.6 After determining the number of participating teachers, the Council will annually determine the staff development needs of the District based on student achievement by school and

by grade level and recommendations from the Curriculum Committees and school site councils. The PAR Council will then determine the priorities of the District in order to establish the PAR budget for the following year.

- 11.7.2.7** The Council shall also annually evaluate the impact of the District's Peer Assistance and Review program in order to improve the program.

11.7.3 Participating Teachers

A Participating Teacher is a teacher who receives assistance through PAR in an effort to improve his or her skills in planning and designing instruction (Domain I), instruction (Domain II), classroom management (Domain III), and assessment (Domain IV). There are three (3) categories of Participating Teachers as follows:

11.7.3.1 Referred Teacher

- 11.7.3.1.1** Referred teachers are permanent teachers who have received an evaluation rating *does not meet standards*. Referred teachers shall be required to participate in PAR. An evaluation rating *does not meet standards* that will qualify someone to the program includes chronic deficiencies in planning and designing instruction (Domain I), instruction (Domain II), classroom management (Domain III), and assessment (Domain IV). The purpose of such participation is to help the Referred Teacher correct the job-related deficiencies and achieve a satisfactory level of teaching performance.
- 11.7.3.1.2** The procedure for referring an experienced teacher to PAR will be set forth in the Guidelines.
- 11.7.3.1.3** The Council will assign a Consulting Teacher to work with the Referred Teacher. At the request of the Referred Teacher or the Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the Referred Teacher at any time during the school year.
- 11.7.3.1.4** The Consulting Teacher and the Referred Teacher will set goals to improve the deficiencies identified in the negative evaluation. The Consulting Teacher will use such methods as he or she deems appropriate to help the Referred Teacher achieve the

identified goals. The Consulting Teacher will submit periodic written Progress Reports to the Council. The Consulting Teacher will continue to provide assistance to the Referred Teacher until the goals are met, unless it is determined that further assistance will not be productive. The Consulting Teacher will submit a written Annual Summary Report to the Council that reviews progress on each established goal. A copy of each Progress Report and the Summary Report of the Consulting Teacher will be submitted to, and discussed with, the Referred Teacher before it is submitted to the Council. The Referred Teacher will have the right to submit to the Council a written response to each Progress Report and to the Summary Report of the Consulting Teacher. If the Consulting Teacher concludes in the Summary Report that specific goals were not met, the Referred Teacher, at his or her request, will have the right to meet with the Council before it submits the Summary Report to the Principal and Superintendent, and to be represented at this meeting by a representative of his or her choice.

11.7.3.1.5 Each Referred Teacher will be evaluated by his or her Principal in accordance with the terms of the agreement between the District and the Southern Humboldt Teachers Association.

11.7.3.2 New Teacher

11.7.3.2.1 In order to help them successfully begin their careers in the School District, all newly-hired teachers, including newly hired teachers with previous teaching experience, are required to participate in the PAR program during their first two years of service in the School District unless exited by the Council after the first year. The purpose of such participation is professional development and support.

11.7.3.2.2 The Council will assign a Consulting Teacher to work with the New Teacher before school starts, or within two weeks of hire. At the request of the New Teacher or the assigned Consulting Teacher, or on its own initiative, the

Council may assign a different Consulting Teacher to work with the New Teacher at any time during the school year.

11.7.3.2.3 Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the New Teacher to achieve as high a level of teaching performance as possible. Prior to December 1st of each school year, the Consulting Teacher will prepare at least one (1) written Progress Report for the New Teacher. A copy of each Progress Report will be submitted to, and discussed with, the New Teacher.

11.7.3.3 Volunteer Teacher

11.7.3.3.1 A permanent teacher who seeks to improve his or her teaching performance or changes his/her job assignment may request that the Council assigns a Consulting Teacher to work with him or her under the PAR. The Guidelines will set forth the procedure for selecting Volunteer Teachers, and the rights and obligations of Volunteer Teachers.

11.7.3.3.2 Volunteer Teachers and Consulting Teachers will submit a plan and timeline to the Council. At the end of the agreement period, an activity log shall be submitted to the Council.

11.7.4 Consulting Teacher

11.7.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to PAR. The Consulting Teacher will meet with participating teachers to discuss the PAR program, establish mutually agreed performance goals, develop an assistance plan, and develop a process for determining successful completion of the plan. It is expressly understood that the purpose of such participation is to provide peer assistance and the Consulting Teacher will play no role in the evaluation of the teaching performance of a Participating Teacher.

11.7.4.2 The qualifications for Consulting Teachers will be set forth in the Guidelines, provided that the following will constitute minimum qualifications:

statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss said reasons. The decision of the Council to remove a Consulting Teacher will not be subject to the grievance/arbitration procedure in Article IX of the Agreement. The removal of a Consulting Teacher from his or her position will not be included in the teacher's permanent files.

11.7.4.6 The Council may provide in the Guidelines for its appointment of part-time Consulting Teachers as necessary to meet the specific needs of PAR.

11.7.5 Confidentiality

11.7.5.1 The Summary Report for each Referred Teacher provided to the Principal, Superintendent and Board of Trustees shall be handled as confidential employee information. Except as otherwise provided in Section E(2) below, all other communications among the Council, Participating Teachers, and Consulting Teachers, and all documents produced in connection with PAR, will be confidential, and will be used solely for purposes of PAR. Said documents will be kept in special files maintained by the Council, unless PAR is discontinued, in which event the files will be maintained by the School District Office subject to the confidentiality restrictions set forth in this Article.

11.7.5.2 The following exceptions will apply:

11.7.5.2.1 The communications and documents referenced in Section E(1) above may be used by the Association, the School District, Consulting Teachers, or members of the Council to defend against any proceeding that may be brought by or on behalf of a Participating Teacher or a Consulting Teacher.

11.7.5.2.2 All documents that have been submitted to a Referred Teacher, a New Teacher, or a Consulting Teacher during his or her participation in PAR may be used by him or her in any proceedings. At his or her request, a Participating Teacher or Consulting Teacher will be given access to any communications or documents created as a result of his or her participation in PAR.

11.7.5.2.3 All communications between the New Teacher or the Volunteer Teacher and the Consulting Teacher will be confidential, and, without the written consent of the New Teacher or the Volunteer Teacher, will not be shared with others, including the Council.

11.7.5.2.4 The Consulting Teacher will not, without the written consent of the Participating Teacher, be called by the Association or the School Board to testify, produce documents, or participate in any way in an arbitration or any other proceeding involving the teaching performance of the Participating Teacher.

11.7.6 Liability Protection

The District agrees to indemnify and provide a defense for Consulting Teachers and PAR Council members against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from their participation in PAR. The District will provide legal counsel for the Consulting Teacher and members of the PAR Council in such actions. Each Consulting Teacher and member of the PAR Council retains the right to select and reimburse his/her own attorney to represent him/her in such actions.

11.8 Personnel Files

11.8.1 Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.

11.8.2 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. If the unit member alleges that the material is false or hearsay, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until such grievance sustains the material. In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary action against the unit member or used by the District in any grievance filed by the unit member.

11.8.3 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material prepared. Access to a unit member's personnel file shall be limited to a *need to know* basis. Access authorization must be obtained from either the Superintendent or Personnel Officer. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates

such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.

11.9 Public Charge

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents or citizens unless the applicable District complaint procedure has been followed. Complaints that are shown to be false or are not sustained upon investigation shall not be placed in the unit member's personnel file nor utilized in any evaluation, assignment or disciplinary action.

ARTICLE XII—HOURS OF EMPLOYMENT

12.1 Teacher Workday

The length of the teacher workday from time of reporting for duty until the end of the workday shall be seven (7) hours. The current number of minutes shall not exceed the maximum shown for each school in Appendix C.

12.2 Additional Activities

In addition to the seven (7) hour workday the District may require the following activities after normal working hours:

12.2.1 One faculty meeting per school month at each school.

12.2.2 *At elementary schools*—Five (5) hours per school month for school-related meetings and activities.

12.2.3 *At South Fork Junior-Senior High School*—Each faculty member may be given one (1) committee assignment and may be required to attend committee meetings of the assigned committee. A faculty member may voluntarily serve on additional committees.

12.2.4 Parent-teacher conferences.

12.3 Annual Events

In addition to Sections 12.1 and 12.2, all teachers may be required to attend the annual *Back to School Night* and *Open House*.

12.4 Duty-free Lunch

Each teacher shall be provided a scheduled duty-free lunch period of at least thirty (30) minutes, exclusive of passing period.

12.5 Teaching Periods

South Fork Junior-Senior High School teachers shall not have more than the following number of teaching periods per week:

4 x 4 Block Schedule	15 full periods plus (5) 45-minute periods
6 Period Day	25 periods
7 Period Day	30 periods

12.6 Preparation Time

South Fork Junior-Senior High School teachers shall have one full preparation period per day, which is the same length as the majority of classes.

12.7 Work Year

The teacher work year shall not exceed 180 student contact days, 2 staff development days and 2 non-student contact days per year.

12.8 School Day

Management will establish daily opening and closing times at each school.

12.9 Exceptions

Nothing in this section shall prevent a principal from allowing an individual teacher to arrive late or leave early.

12.10 Activity Supervision

South Fork Junior-Senior High School teachers who are contracted for extra-pay positions as listed in Appendix D are exempt from being assigned paid activity supervision assignments on the same day that they are performing after school duties for their extra-pay position unless they volunteer. If all teachers have been assigned three (3) duties, except as provided for in Section 12.11 of this Article, and vacancies still exist, teachers may be assigned one additional paid supervision assignment if no volunteers can be found. Assignment of a fourth (4th) paid activity supervisory duty, if needed, will be determined by lottery.

12.11 Extra-Pay Positions

South Fork Junior-Senior High School teachers who are contracted for an extra-pay position as listed in Appendix D will not be required to supervise more than two (2) activities during the school year. Teachers who are contracted for two (2) or more extra-pay positions will not be required to supervise more than one (1) activity. Teachers may voluntarily supervise as many activities as they wish.

12.12 Calendar

The Association shall receive the four calendars from the Humboldt County Office of Education for review and will propose a calendar for the upcoming school year, including Staff Development Days. The Association shall be consulted before the school calendar is adopted.

At the Elementary level, the District will schedule eleven (11) minimum days for parent/teacher conferences in the fall and six (6) in the spring.

12.13 In-service

All teachers shall have the opportunity to attend District In-service Programs related to their grade level and teaching assignment. Attendance at District In-service Programs which are scheduled on duty days shall be mandatory. Attendance at District In-service Programs which are scheduled on non-duty days shall be optional. Unit members who elect to attend District In-service Programs on non-duty days shall receive compensation at their normal daily rate of pay.

ARTICLE XIII—ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

13.1 *Teacher Assignments*

13.1.1 No teacher shall be assigned to teach any class without the proper credential and a major or minor in that offering or a signed consent. No evaluation of the teacher's assignment outside of a major or minor shall be part of the teacher's permanent record without written consent. From May 15 through June 30, in the event a vacated position occurs at the comprehensive high school, the vacated positions shall be configured as defined by the departing unit member's tentative assignment, unless a reconfigured assignment would result in a meaningful improvement in credential matching at the site. Site staff adjustments must not be an effort to either block or recruit a non-site staff member. In the event that a unit member loses the opportunity to transfer into a vacated position due to a reconfiguration of that vacancy, the unit member may request and shall receive written reasons for the decision.

13.1.2 Notification of Assignment

Each unit member shall be given written notice not later than May 15, of next year's tentative assignment. Such notice shall specify the school site, grade level, number of preparations and subject area to which the unit member will be assigned. In the event a vacancy is created after July 1, a unit member whose teaching assignment may be altered as a result of the vacancy will be consulted prior to reassignment. The District will attempt not to reassign unit members after July 1, unless extenuating circumstances warrant it.

13.2 *Vacancies*

13.2.1 A *vacancy* is any vacated or newly created position to be filled by the District.

13.2.2 The District shall deliver to the Association and post in all school buildings a list of all vacancies. The list shall contain the following:

13.2.2.1 A closing date which is at least ten (10) week days following the posting date. This section is suspended between July 31 and the first student day of attendance for the academic year.

13.2.2.2 A job description.

13.2.2.3 Qualifications necessary to meet the requirements of the position. No assignment or informal offer by a principal or the superintendent to fill the vacancy, promotional position or newly created position shall be made until after the closing date. Although the closing date will be suspended from July 31 to the first student day of attendance for the academic year, the District will follow its hiring procedures.

- 13.2.3** The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posed openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave. Unit members shall have twelve (12) calendar days from the mailing date to respond or until July 31, whichever occurs first. It is also the responsibility of the member to contact the District Office periodically during the summer to see if any openings have occurred.
- 13.2.4** No teacher trainee shall be hired unless there are no fully credentialed teachers available to respond to the District's posting of its vacancy. Postings shall be at the County Office of Education and ED Join as well as in the District. **13.2.5** No one shall be hired without a *full* credential to teach unless there are no people on the current staff qualified to teach in the vacancies and there are no applicants who have a *full* credential. Posting shall be the same as Section 13.2.2 above.
- 13.2.6** The District will not hire any outside applicants for vacant or newly created bargaining unit positions until after qualified unit member applicants have been duly considered. In the event that the District selects an outside applicant for the position, the District will notify the unsuccessful unit member applicant(s) before notifying the successful outside applicant. Unsuccessful unit member applicant(s) may request that the District provide written reason(s) for the denial.
- 13.2.7** If an opening occurs after July 31, the District will spend two (2) business days making a reasonable effort to notify any certificated personnel who have indicated on their *Certificate Request for Assignment* that they would like a transfer to another school or grade level. If within two (2) business days the District is unable to contact personnel who meet the above criteria, the District will go through its hiring procedures as outlined in Article XIII.

13.3 *Voluntary Transfer/Reassignment*

- 13.3.1** The definition of *voluntary transfer* is movement of a unit member from one campus to another because of that unit member's written request to work at that site.
- 13.3.2** The definition of *voluntary reassignment* is the movement of a unit member from one subject area or one grade level to another grade level at the same work location with the full written concurrence of that unit member.
- 13.3.3** The District shall give all members of the bargaining unit the opportunity to submit the District form entitled *Certificate Request for Assignment* included in Appendix E. Prior to seeking non-unit member applications, the District shall give first consideration for positions within the bargaining unit to members of the bargaining unit, provided such

members: (a) have the required credential(s), designations or certificates, and (b) have a *Certificate Request for Assignment* form on file with the District. **The *Certificate Request for Assignment* will be the main source used by the District to make assignments for each academic year.**

- 13.3.4** Unit members who meet the criteria in (a) and (b) above shall have the right of first refusal for available positions. Should more than one unit member who meets the above criteria apply for the same position, the unit member having the greatest District-wide seniority shall be offered the position.
- 13.3.5** A transfer or reassignment request shall not be denied arbitrarily, capriciously or without basis in fact.
- 13.3.6** *Certificate Request for Assignment* forms for the succeeding school year must be submitted by March 1 to the principal of the campus from which the employee wishes to transfer. It shall be the responsibility of the District to make the forms available. It shall be the responsibility of the employee to submit the request by the deadline. It is the member's responsibility to inform the District of any change in the *Certificate Request for Assignment* in writing to the principal by June 20 of that academic year.
- 13.3.7** During the school year, declared vacancies shall be delivered to the Association and posted inside and outside for a period of ten (10) instructional days.
- 13.3.8** After the close of the school year, notification of non-administrative certificated vacancies shall be mailed to the Association and to all unit members who have requested reassignment to the school site at which the vacancy occurs. Unit members shall have twelve (12) calendar days from the mailing date to respond. **This section of the contract will be suspended from July 31 to the first student day of attendance for the academic year.**
- 13.3.9** If a unit member's request for a voluntary reassignment/transfer is denied, the unit member shall be granted upon request a meeting with the administrator who denied the request to discuss reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.
- 13.3.10** If the unit member requests that his/her application for transfer/reassignment be kept confidential, the principal at his/her school shall not be notified by Personnel Services of the application until an actual position becomes available, at which time the matter will be treated as confidentially as is practicable.

- 13.3.11** Before a voluntary transfer is finalized, it must have the approval of the Superintendent or his designee and the unit member being transferred must be notified in writing.

13.4 *Involuntary Transfer/Reassignment*

- 13.4.1** The definition of an *involuntary transfer* is the movement of a unit member from one campus to another by the District when such a move is not requested by the unit member.
- 13.4.2** The definition of *involuntary reassignment* is the movement of a unit member from one subject area or one grade level to another grade level at the same work location without the concurrence of that employee.
- 13.4.3** Involuntary transfer/reassignment shall only be made for the following reasons: a shift in enrollment of students, a decrease in the number of unit members, elimination of programs and funding, school closing, or after the District and SHTA have confirmed and mutually agree regarding any other reason for a transfer/reassignment.
- 13.4.4** If the District chooses to make a transfer/reassignment (pursuant to 13.4.3), the District shall seek volunteers prior to making any involuntary transfer/reassignment. No involuntary reassignment shall be made where a qualified volunteer exists.
- 13.4.5** If an involuntary transfer/reassignment becomes necessary, the unit member with the proper credential and with the least seniority shall be considered first.
- 13.4.6** Before an involuntary reassignment is made, a meeting for the purpose of consultation shall be held with the principal and the unit member to be reassigned. The unit member may request and shall receive written reasons for the involuntary transfer or reassignment.
- 13.4.7** A reasonable attempt shall be made to provide the unit member with a tentative assignment for the succeeding school year by May 15.
- 13.4.8** No involuntary reassignment shall be made for arbitrary, capricious, punitive or discriminatory reasons.
- 13.4.9** Unit members who are permanently transferred or reassigned to a different preparation during the school year shall be allowed five (5) days of released time, if needed, for preparation prior to the effective date of the transfer or reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.

13.5 *Seniority*

- 13.5.1** *Seniority* is defined as the unit member's initial date of paid service in the bargaining unit with the following provisions:

13.5.1.1 When more than one unit member with the same first date of paid service is considered for a voluntary or involuntary transfer, the District will select the unit member who best meets the qualifications outlined in the vacancy announcement. The District will provide a written explanation of the criteria used in the selection to the teachers involved, the Association, and the Board of Trustees.

13.5.1.2 A unit member on an approved leave-of-absence shall retain their first date of paid service in accordance with law.

13.5.2 A unit member's seniority shall accrue during layoff if reinstated during the reemployment right period as provided in the Education Code.

ARTICLE XIV—JOB SHARING

14.1 Definition

Job sharing is a plan whereby **preferably** two (2) tenured employees share the duties and responsibilities for one (1) full-time position in a self-contained classroom (excluding independent study and continuation classes.)

14.2 Probationary or Temporary Job Share Partners

In the event that a unit member cannot find a job share partner from the tenured staff, he/she may request that the District make the position available to probationary staff or advertise the job share position as a temporary part-time teaching position. If the job share position is opened to probationary or temporary certificated staff the following conditions shall apply:

14.2.1 Probationary Staff

A probationary teacher will be considered for job sharing only if they have completed one full year of probationary status with the District and received a positive evaluation for that initial year. A probationary teacher who is job sharing and who is recommended for tenure at the end of his/her second year will be granted tenure as a part-time teacher.

14.2.2 Temporary Teaching Staff

In the event that it is necessary to create a job share position using temporary teaching staff, the temporary employee will be selected based on the recommendation of an interview panel. The position will be duly advertised and all district hiring practices followed. The tenured certificated staff member requesting a job share position will be a member of the selection panel, as will the site principal and a district level administrator. Selection of a temporary teacher will occur only by consensus of the interview panel. Job sharing using temporary teaching staff will be for a duration of one year only. At the end of that year the tenured certificated teaching staff member will return to full-time status. Job sharing using temporary teaching staff may be terminated at any

time during the school year if it is deemed to be in the best interests of the students or school operation.

- 14.2.3 Unit members selected for participation in the program shall be reemployed as part-time unit members at the agreed upon percentage level. This action shall not constitute a break in service.

14.3 Annual Review

There shall be an annual review and evaluation of the job sharing assignments by the District. The program will continue only by mutual agreement of all the parties. Upon termination of the job sharing assignment by the District, the job sharing participants shall be offered full-time employment based upon the needs of the District.

14.4 Job Sharing Proposals

14.4.1 Teachers wishing to enter a job sharing program must make a proposal, to be submitted by April 15, subject to review of the site principal and the Associate Superintendent of Curriculum and Instruction. The site principal and Associate Superintendent shall make known their recommendation to approve or deny the request to the unit members on or before May 15. Applications are subject to final approval of the Board of Trustees. Board action to deny or approve the request shall take place on or before July 1. Within five (5) days of the denial of a job sharing proposal, a teacher may submit a written request to be informed of the specific reasons for the denial. The District will provide a written response within five (5) days of the request.

14.4.2 For the purpose of job sharing, a full-time classroom position must be split in accordance with one of the established options: segmenting of the day, division of days of the school week or semesters of the school year.

14.4.3 If one of the participants in the job sharing program resigns, goes on maternity or disability leave, or returns to full-time employment, the position being shared shall be filled by the remaining participant if a suitable job sharing partner, mutually agreeable to the District and the remaining participant, is unavailable.

14.4.4 Job share application forms are available in the District Business Office.

14.5 Salary and Benefits

14.5.1 Salaries of participants will be paid on a basis which is proportional to full-time service.

14.5.2 One (1) year in the program shall qualify for one (1) step advancement on the salary schedule.

14.5.3 Job share participants shall receive health, dental and vision benefits on a prorated basis proportional to the amount of time worked as described in 18.3.1.

14.5.4 Participants shall be entitled to a pro rata amount of leave benefits.

14.6 Additional Activities

Participants shall attend all preschool orientation meetings, Back-to-School Night, Open House Night, staff meetings and staff inservice days without additional compensation.

14.7 Evaluations

Evaluation of participants shall be prescribed by Article XI.

ARTICLE XV—PART-TIME EMPLOYMENT

15.1 Definition

Part-time employment is when an employee is employed to work less than full-time.

15.2 Request for Reduction in Assignment

Teachers wishing to reduce their full-time assignment to part-time shall submit their request to the Board of Trustees on or before March 1. Requests for a reduction of full-time to part-time employment are subject to approval of the Board of Trustees.

15.3 Salary and Benefits

15.3.1 Salaries for part-time employment will be paid on a basis which is proportional to full-time service. The MOU dated August 2011 is no longer applicable. See section 15.6.

15.3.2 One (1) year of service in part-time employment shall qualify for one (1) step advancement on the salary schedule.

15.3.3 Part-time employees shall receive the District contribution for health, dental, and vision benefits on a prorated basis proportional to the amount of time worked compared to full-time. The maximum contribution by the District for full-time staff is \$13,035.12.

15.3.4 Part-time employees shall be entitled to a pro rata amount of leave benefits.

15.4 Additional Activities

Part-time employees shall attend all preschool orientation meetings, Back-to-School Night, Open House Night, one monthly staff meeting outside of working hours, and staff inservice days without additional compensation.

15.5 Involuntary Reduction to Part-time Status

In the event that a unit member is reduced from full-time to part-time as a result of a reduction of services, the unit member will be entitled to full-time health, dental and vision benefits for a period of one (1) year. After the one (1) year period, the District contribution to health, dental and vision benefits will be based on the percentage of time the employee is under contract.

15.6 Employees Hired to Teach Periods in a Departmentalized Program Shall be Hired as Follows in a Six Period Day

Teaching Period	FTE	Work Day
1	20%	1 hour, 24 minutes (84 minutes)
2	40%	2 hours, 48 minutes (168 minutes)
3	60%	4 hours, 12 minutes (252 minutes)
4	80%	5 hours, 36 minutes (336 minutes)
5	100%	7 hours (420 minutes)

15.7 Part-time teachers at South Fork High School and at Miranda Junior High School shall have a share of one full preparation period per day proportional to full-time service. This time is incorporated in 15.6.

ARTICLE XVI—SAFETY CONDITIONS OF EMPLOYMENT

16.1 District Responsibilities

It is the policy of the District to provide healthful and safe working conditions for all employees.

16.2 Unit Members' Responsibilities

It is the responsibility of the unit member to notify the on-site administrator of any potentially unsafe conditions perceived.

16.3 Corrective Measures

Upon notification, any potentially unsafe condition shall be inspected by the appropriate public agency. The District shall eliminate or correct any unsafe or hazardous condition as determined by that agency.

16.4 Working Conditions

Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.

16.5 Students/Instructional Program

Except in emergencies, necessary repairs and maintenance of classrooms shall be made at a time which will not interfere with the instructional program. Should the health, safety, or welfare of students be endangered, due to faulty equipment or maintenance, immediate action shall be taken to correct the problem.

16.6 Assault

16.6.1 Assault is defined as the threat or use of force on another that causes that person to have a reasonable apprehension of imminent harmful or offensive contact; the act of putting another person in reasonable fear or apprehension of an immediate battery by means of an act amounting to an attempt or threat to commit battery.

16.6.2 Unit members shall immediately report cases of personal assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to

law enforcement. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, law enforcement, and courts.

- 16.6.3** The employer shall reimburse unit members for any and all costs incurred as a result of a personal assault during the performance of school related duties, including repairing or replacing property on the unit member's person which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.
- 16.6.4** In the event that criminal or civil charges are brought against unit members in connection with an assault, the employer shall either provide legal counsel to act in the unit member's defense or shall reimburse the unit member for legal fees incurred in securing their own defense except in the case of intentional misconduct or gross negligence.
- 16.6.5** When absence or disability arises out of or from assault during the performance of school related duties, unit members shall suffer no loss in wages or benefits set forth in this Agreement. The unit member may be required to produce certification from competent medical authority verifying any injury or disability.

16.7 *Personal Property Protection and Liability Coverage*

- 16.7.1** A unit member shall obtain written permission from the District to take students on a field trip and to transport such students in his/her personal automobile. Written permission shall mean that the trip is a school sponsored activity with the District liable for any personal injuries or deaths or damage to personal or real property arising during the course of such a trip. The unit member shall file a "Private Vehicle Use" form included in Appendix J.
- 16.7.2** The District shall fully indemnify unit members against any injuries, deaths or damages which may arise during the performance of assigned duties, not caused by the teacher's negligent or wrongful acts.

16.8 *Healthcare Procedures*

- 16.8.1** Bargaining unit members (except nurses) shall not be required to perform health care procedures. Bargaining unit members who volunteer to perform health care procedures must be trained to perform the procedure.

ARTICLE XVII—CLASS SIZE

17.1 Class Counts

Class counts shall be taken at the end of the second and sixth school months each year. In the event that any individual classroom exceeds the maximum agreed to in Appendix F per class on that day, that class shall receive an additional \$100.00 per student at Miranda Junior High and South Fork High School, and \$300.00 per student at all other schools over that maximum to be paid directly to the classroom accounts, for use in 4110 new textbooks, 4210 other books, 4310 instructional materials, or 6400 new equipment. The additional money per increase over the enrollment maximums will be given only once a school year per student.

17.2 Preparations

It shall be the goal of the District to assign no more than four preparations to any teacher at the high school. In the event a teacher has more than four preparations, the District will provide \$250.00 for use as indicated in 17.1 above.

17.3 Elementary Self-Contained Multi-grade Classes

In the event that enrollment in any elementary self-contained multi-grade class exceeds 27, the site administrator will convene a meeting of all elementary teachers affected by the combination within twenty (20) work days, for the purpose of recommending the distribution of the students among the affected classrooms. The decision of the group will be implemented by the administration within ten (10) work days.

17.4 Special Day Class

Additional funds shall be allocated to the classroom teacher for Special Day Class students assigned to a regular classroom in direct proportion to the time assigned to the regular classroom should the class size exceed the maximums listed. These funds shall be distributed in the budget categories mentioned in 17.1

17.5 Resource Classes

Additional funds shall be allocated to the Resource Class based on caseload at the elementary level and class size at the secondary level. The class size/caseload shall be based on the maximum agreed to in Appendix F. The Resource Class, both elementary and secondary, shall receive \$45.00 for every student over the maximum. These funds shall be distributed in the budget categories mentioned in 17.1.

17.6 Independent Study

The class size standard for Independent Study will be the same as standards at other school (as per State language).

ARTICLE XVIII—WAGES AND BENEFITS

18.1 *Salary Schedule*

- 18.1.1** Effective July 1, 2007 the salary schedule shall be increased by 1.00%. Effective July 1, 2012, the salary schedule shall be increased by 1.00%. Effective July 1, 2013, the salary schedule shall be increased by 1.00%. Effective July 1, 2013, Step 25 of Class IV shall be increased by \$1,200. Effective July 1, 2014, the salary schedule shall be increased by 3.00%. Effective July 1, 2015, the salary schedule shall be increased by 3.00%. Effective January 1, 2017, the salary schedule will change as shown in Appendix G.
- 18.1.2** Educational experience outside the District will be credited on a one for one basis up to eight years. Either public or private school experience will be acceptable, provided the teacher possessed a valid teaching credential and taught a minimum of 135 school days in any one year.
- 18.1.3** Any teacher with a valid credential not eligible for a higher column shall be placed in Column I.
- 18.1.4** Placement in Column II requires a Bachelor's Degree, a valid credential, and 45 semester units secured beyond the Bachelor's Degree. Courses which are deemed by a college or university to be applicable to an advanced degree beyond the Bachelor's Degree that were not included in the attainment of the Bachelor's Degree shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof obtained by the unit member.
- 18.1.5** Placement in Column III requires a Bachelor's Degree and 60 semester units after the Bachelor's Degree. A valid credential is required.
- 18.1.6** Unit members who resign from the District and are subsequently reemployed shall be granted full experience credit.
- 18.1.7** Unit members with a master's degree will receive \$1000 stipend.

18.2 *Extra Duties*

- 18.2.1** Payments for extra-curricular activities shall be in accordance with the schedule listed as Appendix D.
- 18.2.2** Extra pay contracts as defined in Appendix D shall be awarded only when the position requires that the unit member perform duties after normal working hours, including the regular supervision of students throughout the specified period of the extra pay contract. It shall be the responsibility of the on-site administrator with consultation from the unit

member(s) to develop job descriptions stating specific duties for all extra pay positions.

18.2.3 Unit members who perform extra duties as defined in Appendix D during normal working hours shall not be awarded an extra pay contract.

18.2.4 Nothing in this Article shall prohibit principals from offering additional extra pay contracts not specifically listed in Appendix D, if additional contracts are approved by the District Superintendent and the Association President.

18.2.5 All positions shall be opened to unit members before they are offered to members outside the unit. The most senior qualified applicant shall have his/her application considered first. Unit members shall be accorded all other rights provided for in Article XIII of this Agreement.

18.2.6 The District agrees to furnish a credit card or to pay mileage, for the use of personal vehicles in the performance of work assignments away from the school district.

18.2.7 Class Period Coverage

Unit members shall be paid \$20.00 per class when they volunteer during their prep period to cover for a unit member away on school business.

18.2.8 The open positions at the elementary level shall be determined by a committee at each school site who will make a recommendation to the principal. The Board of Trustees will approve or deny each position. SHTA has the right to disallow a position which is inconsistent with the intent of this Agreement.

18.2.9 Self-contained classroom teachers, not assigned Independent Study, will receive a stipend of \$15 per day for each day of creditable ADA earned by students on individual study contracts to be paid with the December 30 paycheck in the following school year.

18.3 Health and Welfare Benefits

18.3.1 The maximum District contribution for health and welfare benefits is \$13,035.12 on an annual basis for full-time unit members.

18.3.2 The District reserves the right to select the carrier but may not change policy benefits. The Association shall be consulted and given a chance to investigate carriers before a change in carriers is made.

18.3.3 Duration of Benefits

18.3.3.1 Unit members who work a complete school year have their pro rata fringe benefits under the District's fringe benefit program effective through the last day of September. Unit members who are employed shall have their pro rata fringe benefits effective from the first day of active employment.

- 18.3.3.2** Any unit member who terminates his/her employment prior to the close of the school year, shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.
- 18.3.3.3** Any unit member who is absent on account of illness and who has exhausted his/her accumulated paid leaves, shall have the right to continue to receive full insurance coverage to be paid by the employee.
- 18.3.3.4** Unit members on all other Board approved unpaid leave-of-absence shall have the option to continue to receive District insurance coverage for the period of the leave upon reimbursement to the District.

18.4 *Reduced Workload (Education Codes 22713 and 44922)*

- 18.4.1** Eligibility to request part-time employment under this Article shall be governed by applicable law and regulation. Following District approval, final determination of eligibility shall be made by the State Teachers' Retirement System.
- 18.4.2** Application for part-time employment under this Article must be made by the teacher followed by Board approval. Part-time status shall continue until revoked by mutual consent of the teacher and the District. Applications must be made by May 1st to take effect the following school year.
- 18.4.3** The part-time employment shall be no less than the equivalent of one-half of the number of days of regular service required during the teacher's final year of service in a full-time position. Part-time employment may include, but is not limited to: one semester, partial days or alternate days.
- 18.4.4** The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
 - 18.4.4.1** The unit member shall receive health and dental and vision benefits in the same manner as a full-time unit member.
 - 18.4.4.2** The District and the unit member will make contributions required for full-time teachers to the State Teachers' Retirement System.

ARTICLE XIX—EMPLOYEE ASSISTANCE PLAN

19.1 *Employee Assistance Plan*

An Employee Assistance Plan is established to provide employees with prompt, confidential and economic access and referral to professional counseling services in response to life crises and problems. Employees who are experiencing difficulties in their lives due to marriage or family problems, the use of alcohol or other drugs, difficulty in relationships, financial problems, grief resulting from death or other losses, or any other cause which is interfering with the employee's quality of life, are encouraged to make use of this program.

19.2 *Qualified Counselor*

Employees who seek help through this program will be referred to a local counselor who is qualified and experienced in helping with the type of problem being experienced.

19.3 *Counseling Sessions*

The District will pay for a maximum of five (5) counseling sessions per employee each fiscal year. This is intended to provide the employee with effective intervention and assessment at no cost to the employee. If the employee and counselor decide to continue a therapeutic relationship beyond the five sessions, the cost is the employee's responsibility. The District group medical insurance program may pay some or all of these additional costs.

19.4 *Process*

Any employee who chooses to utilize the program may select a provider of his or her choice. It is the employee's responsibility to make the provider aware that the District should be billed. The staff at the selected provider can screen the employee's request for services, and direct the employee to the appropriate counselor within the agency. All information supplied to the provider and the District will be held in strict confidence, in accordance with the standards which apply to all medical records and under California law. The provider's only contact with the District will be to confirm employee eligibility for District-paid services. No information will be revealed concerning the reason(s) an employee requests services.

ARTICLE XX—RETIREMENT

20.1 *Eligibility*

20.1.1 For employees hired after June 30, 1998, beginning with a unit member's fifty-fifth (55th) birthday, a unit member may elect to retire. If the unit member's age plus years of service equals 70, upon retirement, the District will provide the current medical, dental and vision insurance package for the retiree only. The premiums will be paid by the District for ten years or until the retiree is Medicare eligible, whichever comes first. Retirement for this benefit may occur only on the last day of June of any year.

20.1.2 For employees hired before June 30, 1998, beginning with a unit member's fifty-fifth (55th) birthday, a unit member may elect to retire. If the unit member's age plus years of service equals 70, upon retirement, the District will provide the current medical, dental, and vision insurance package provided active unit members for ten years or until age 70, whichever comes first. Retirement for this benefit may occur only on the last day of June of any year.

20.1.3 Should a unit member not wish to take the retirement with benefits, he/she may opt for annual cash payments of \$9,000 per year during the same time period as described above. The unit member must provide evidence of alternative health coverage in order to select this option. Once a retiree selects this cash option, the retiree shall not be permitted to re-enroll in the health benefit program on an employer-paid basis. In the case of part time unit members, the \$9,000 cash payment shall be pro-rated pursuant to Article 18.3.1.

20.2 Golden Handshake

The parties agree to implement Education Code Section 44929 for bargaining unit members who desire to retire and meet the following conditions:

1. Age is between 55 and current STRS maximum;
2. Eligible to retire under STRS rules;
3. Submits a letter of retirement, effective at the end of the current school year, between ____ and _____. (Note: Education Code § 44929 (l) requirements.)

20.3 Optional Buy-out

A bargaining unit member who has 15 years of service with the District but is not eligible to retire under 20.1 and 20.2 above may opt for an early buy-out. The buy-out will be 25% of the unit member's gross annual salary. The unit member shall have the option to purchase, at his/her expense, the District health plan with no cap on the number of years.

20.4 Retirement Incentive

20.4.1 Teachers who have made their declaration to retire by June 30 of the preceding year, shall receive a \$3,000 bonus.

20.4.2 Teachers who notify the District by February 1 of the year of retirement shall receive a \$1,000 bonus.

ARTICLE XXI—STUDENT TEACHERS/CLASSROOM AIDES

21.1 Student Teachers

Both parties to this contract recognize their obligation to provide placement opportunities and training opportunities for student teachers within the following guidelines:

21.1.1 Only tenured teachers shall be permitted to be Master Teachers.

- 21.1.2 Only teachers who have had a minimum of two (2) consecutive years of satisfactory evaluations in the applicable subject area are eligible to be a Master Teacher.
- 21.1.3 Each Master Teacher shall receive the contracted stipend paid by the placement institution for overseeing a student teacher.
- 21.1.4 No student teacher shall be placed in any teacher's classroom without an interview with the prospective Master Teacher and/or the Master Teacher's approval.
- 21.1.5 The District shall request the placing higher education institution to agree to a minimum of two (2) visitations with the Master Teacher for evaluation information.
- 21.1.6 Prior to placement, the District shall request the placing higher education institution to submit to all affected Master Teachers their expectations for their student teachers, in writing.

21.2 *Classroom Instructional Assistants*

- 21.2.1 Unit members shall have the right to participate in the interview of prospective classroom instructional assistant prior to offer of employment to the assistant.
- 21.2.2 The daily work of classroom instructional assistants shall be determined by the unit member and be in accordance with program funding guidelines.
- 21.2.3 The unit member shall periodically discuss with the site administrator the performance of classroom instructional assistants under his/her supervision. When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an assistant, the unit member shall indicate a request to the appropriate administrator that the assistant be evaluated and, if possible, reassigned.

ARTICLE XXII—SUPPLEMENTAL INSTRUCTION

22.1 *Wages*

- 22.1.1 Wages shall be computed on the teacher's salary schedule on a per diem/hourly wage.

22.2 *Teacher Selection*

- 22.2.1 All positions for supplemental instruction will be posted at all sites for five (5) days prior to any hiring.
- 22.2.2 Supplemental instruction hiring shall come from the existing certificated staff if possible.

22.3 Sick Leave

Each summer school teacher shall receive an additional day of sick leave.

ARTICLE XXIII—STUDENT DISCIPLINE

23.1 Suspension from Class

A unit member may suspend a student from his/her class for good cause for two (2) days (the day of suspension and the day following). The unit member shall send the student to the principal for appropriate action. The principal shall not place a suspended student into another unit member's classroom.

23.2 Notification

A written description of state laws and board policies with respect to student discipline, including the use of corporal punishment and the right to suspend students, shall be presented to each unit member, in writing, on the first day of each school year.

23.3 Reasonable Physical Control

Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, or to protect the health and safety of pupils.

ARTICLE XXIV—PERSONAL AND ACADEMIC FREEDOM

24.1 Personal Life

The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her assigned duties.

24.2 Evaluation/Disciplinary Action

A unit member shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

24.3 Academic Freedom

It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit members' obligation to pursue truth in performance of their teaching functions. Accordingly:

24.3.1 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provide that said material is relevant to the course content and within the scope of the law.

24.3.2 In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

24.4 *Grievances*

Grievances shall not be a basis of evaluation.

24.5 *Personal Mail*

It shall be the normal procedure for District employees who distribute mail to forward/deliver personal mail unopened to the regular place of delivery. The mail must be clearly marked either *personal* or *confidential*.

24.6 *Association Mail*

The Association may use the teachers' mailboxes for official communications, and may use the District mail service.

ARTICLE XXV—INSTRUCTIONAL TIME AND STAFF DEVELOPMENT REFORM PROGRAM

25.1 *Staff Development Days*

The District Calendar Committee will set the staff development days.

25.2 *Teacher's Responsibilities*

No personal necessity days or sick leave days will be granted in lieu of staff development days. Teachers will be responsible for providing proof of two days of participation in approved staff development activities prior to the last teacher work day of the school year. If any portion of this obligation is unmet, an equal portion of the teacher's annual salary will be deducted from his or her last paycheck.

25.3 *Grant Funds*

Any grant funds received from the Instructional Time and Staff Development Reform Program that are not expended for staff salaries and benefits will be set aside. The District and the Association will meet to discuss the use of these funds.

ARTICLE XXVI—REOPENERS

For each year of this agreement, reopeners shall be limited to items of economic concern and one *wild card* of each party's choice. Negotiations are closed for 2016-17 and 2017-18.

ARTICLE XXVII—EFFECT OF AGREEMENT

27.1 *Intent*

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over employer practices and procedures with which they

TEACHER EVALUATION FORM

20__-20__ SCHOOL YEAR

1st Observation Summary

2nd Observation Summary

3rd Observation Summary

Final Evaluation

Principal's Signature

Date

Teacher's Signature

Date

TEACHER EVALUATION FORM

Domain I: Planning and Designing Instruction

Teachers will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Designs long-range plans to accomplish yearly learning goals with units that include state and district student standards.

(California State Teaching Standards 4.3, 4.4)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Plans appropriate lesson objectives by reflecting upon previous lessons, students' prior experiences, logical sequencing, and students' assessed needs. Relates objectives to state and district student standards.

(California State Teaching Standards 1.1, 3.1, 3.2, 5.4)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Designs lessons that include essential lesson components (focus, objective, instruction, assessment and reinforcement) incorporating a variety of resources, materials, and activities that promote application, problem solving, and critical thinking.

(California State Teaching Standards 1.4, 3.5)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

TEACHER EVALUATION FORM

Domain II: Instruction

Teachers will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Delivers effective instruction by presenting subject matter clearly and accurately in a logical sequence with appropriate learning materials and pacing. Utilizes effective questioning techniques and frequent feedback that directs student thinking, discussion, and reflective learning.

(California State Teaching Standards 1.5, 2.6)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Facilitates student understanding by utilizing a variety of instructional strategies to respond to students' interests, diverse needs, cultural differences, learning styles, and ability levels. Incorporates instructional groupings that are appropriate to the goals of the lesson.

(California State Teaching Standards 1.2, 3.4)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Demonstrates subject matter competence by providing accurate and current information that is aligned to state and district student standards. Interrelates ideas and information within and across subject areas.

(California State Teaching Standards 3.3)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

TEACHER EVALUATION FORM

Domain III: Classroom Management

Teachers will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Maintains a positive learning environment by interacting with students in a fair and respectful manner and by promoting appropriate student interactions.

(California State Teaching Standards 2.2, 2.3)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Promotes appropriate student behavior and self-esteem by using an effective behavior management program that establishes expectations for learning and achievement.

(California State Teaching Standards 2.4, 2.5)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Effectively manages instructional time including establishing organized classroom procedures and minimizing transition time.

(California State Teaching Standards 2.6)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 4

Creates a physical environment that engages all students and provides accessibility to learning materials.

(California State Teaching Standards 2.1)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Domain IV: Assessment

TEACHER EVALUATION FORM

Teachers will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Establishes learning goals aligned to state and district student standards and sets standards for completion of each assignment. Communicates academic standards to both students and parents.

(California State Teaching Standards 5.1, 5.5)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Monitors student learning by using a variety of techniques to assess progress. Checks for both short-term student learning and learning over time.

(California State Teaching Standards 5.2)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Adjusts teaching by using the results of assessment to guide instruction and determine lesson's effectiveness. Makes provisions for students to assess their own learning.

(California State Teaching Standards 5.3, 5.4)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 4

Uses assessment results to give students and/or parents timely, accurate, and constructive feedback about student performance/progress.

(California State Teaching Standards 5.5)

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Domain V: Professional Responsibilities

Teachers will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

TEACHER EVALUATION FORM

Element 1

Grows and develops professionally by reflecting on teaching practices and establishing professional goals and pursuing opportunities to reach them.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Maintains constructive working relationships with colleagues, families, and the community.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Complies with the Agreement between the Southern Humboldt Unified School District and the Southern Humboldt Teachers Association, Board Policy and Education Code.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

NURSE EVALUATION FORM

20__-20__ SCHOOL YEAR

1st Observation Summary

2nd Observation Summary

3rd Observation Summary

Final Evaluation

Principal's Signature

Date

Nurse's Signature

Date

NURSE EVALUATION FORM

Domain I: Health Records Management

Nurses will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Initiates health records promptly and updates with current health data.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Uses a follow-up method for tracking referred students (e.g. vision, hearing, behavior).

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Completes necessary written reports in a timely manner (e.g. accident reports, TB and immunization reports, monthly reports).

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 4

Communicates health needs of students to appropriate school personnel in a timely manner. Effectively communicates, identifies, and/or recommends interventions and environmental adaptation to school personnel.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

NURSE EVALUATION FORM

Domain II: Interaction with Clients

Nurses will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Demonstrates sensitivity in working with a diverse population (e.g., different cultures, socioeconomic status, and education background).

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Demonstrates sound professional judgment in handling confidential information.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Shows respect, warmth and concern for students.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 4

Maintains open communication with staff and parents.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

NURSE EVALUATION FORM

Domain III: Professional Responsibilities

Nurses will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

Element 1

Participates in opportunities for professional growth (e.g. conferences, courses, workshops, readings, institutes, support groups, committees).

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Works cooperatively with members of the school staff, parents, students, and/or district personnel. Demonstrates knowledge of and/or cooperation with community agencies.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Communicates effectively in a clear, consistent and timely manner with colleagues.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 4

Complies with the Agreement between the Southern Humboldt Unified School District and the Southern Humboldt Teachers Association, Board Policy and Education Code.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Domain IV: Nursing Practices

Nurses will be assessed by self-reflection, observation, documentation and/or conference. A comment must be included if the evaluator checks either *does not meet standards* or *commendable*.

NURSE EVALUATION FORM

Element 1

Applies appropriate theory as a basis for decision making in nursing practice.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 2

Follows current standards of care when providing: emergency care, crisis intervention, prescribed treatments, and medications.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 3

Provides health counseling and referrals as indicated.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

Element 4

Provides current resource information in health education for school personnel, students, and families as appropriate.

Does not meet standards Meets basic standards Proficient Commendable

Comments:

PEER ASSISTANCE AND REVIEW COMPENSATION SCHEDULE

Council Members

Council members will receive an annual stipend based on the approved schedule of meetings and activities at a rate of \$40 per hour.

Consulting Teachers

A Consulting Teacher's duties will be considered an additional assignment beyond his/her regular teaching duties. In addition to his/her regular salary and fringe benefits, a Consulting Teacher assigned to a Participating Teacher will receive a stipend according to the following schedule to compensate him/her for duties related to the position.

- Consulting Teachers selected for the pool will not receive an annual stipend until assigned to a Participating Teacher, but may receive compensation and expenses for training.
- A Consulting Teacher assigned to a Referred Teacher will receive a \$2,000 stipend, plus \$40 per hour for all approved time over 50 hours per year.
- A Consulting Teacher assigned to a New Teacher with no previous teaching experience will receive a \$700 stipend from BTSA and an annual \$1,300 stipend from the School District, plus \$40 per hour for all approved time over 50 hours per year.
- A Consulting Teacher assigned to a New Teacher with previous teaching experience or to a Volunteer Teacher will receive a stipend based on the approved schedule of meetings and activities at a rate of \$40 per hour.

The Council will negotiate compensation for a Consulting Teacher assigned to more than one Participating Teachers. The stipend for any short-term or incomplete assignment will be prorated.

MAXIMUM INSTRUCTIONAL MINUTES

SCHOOL	K	1 – 3	4 – 6	7 – 8	9 – 12
A.J. Johnson	58,315	58,315	67,030		
Casterlin	62,490	57,220	58,890	61,590	
Ettersburg	51,625	51,625			
Continuation					32,400
Redway	51,230	51,230	54,945	57,885	
South Fork				64,884	64,884
Whitethorn	52,395	52,395	58,890	58,890	

EXTRA PAY SCHEDULE

CLASS	A	B	C	D	E	F
Step 1	737	921	1,105	1,289	1,473	2,762
Step 2	770	961	1,153	1,344	1,538	2,876
Step 3	803	1,002	1,201	1,399	1,602	2,990
Step 4	836	1,042	1,248	1,455	1,667	3,105
Step 5	869	1,083	1,296	1,510	1,731	3,219

Class A		Class B	
1	High School Annual	1	High School Musical
1	High School Newspaper	1	High School Marching Band
1	Elementary Band		
1	Elementary Choir		
1	High School Music Assistant		
1	High School Drama Assistant		
4	High School Class Advisors		
*	Elementary Coaches/Advisors		
*	Secondary Coaches/Advisors (not included elsewhere)		
Class C		Class D	
1	High School Pep Squad, Football	1	High School Volleyball, Head
1	High School Pep Squad, Basketball	1	High School Track, Head
1	High School Tennis, Head	1	High School Softball
1	High School Cross Country, Head	1	High School Wrestling
1	High School Pep Band	1	High School Baseball
1	High School Drama	2	High School Soccer, Head
1	High School Concerts		
14	High School Assistant Coaches		
*	Teachers-in-Charge		
Class E		Class F	
1	High School Football, Head	1	High School Student Finance
2	High School Basketball, Head	1	High School Athletic Director
		1	High School Activities Director
		*	Teachers/Administrative Interns

* The number of positions offered will be determined by the Board of Trustees.

Class F These positions may be compensated with the above stipend or with a duty-free period by mutual agreement between the unit member and the District.

EXTRA PAY SCHEDULE

5	High School	4	Elementary Basketball
10	Basketball	2	Elementary Football/Soccer
3	High School Football	2	Elementary
2	High School Volleyball		Baseball/Softball
1	High School Baseball		
10	High School Softball		
	High School Track		

Extra pay of fifteen dollars (\$15) per hour, with a minimum of fifteen dollars (\$15) to be paid for any fraction of an hour worked, to a maximum of three hours.

Dances

Fifteen dollars (\$15) per hour to a maximum of three (3) hours.
Number of supervisors: Four (4)

Concerts, Plays and Musicals

Fifteen dollars (\$15) per hour to a maximum of three (3) hours.
Number of supervisors: Three (3)

Other Extra Duties

(Detention, Supervisor, Chaperone, Etc.)

Fifteen dollars (\$15) per hour to a maximum of three (3) hours.

Driver Training

Twenty dollars (\$20) per hour.

Site Selected Extra Pay

As with all open positions, openings in Extra Pay Stipend positions shall be posted district-wide.

Nothing in this section shall prohibit offering additional extra duty contracts not specifically listed provided they are approved by the Southern Humboldt Board of Trustees and the SHTA President.

Teachers on Special Assignment may or may not receive extra pay, pending consultation with SHTA and final Board decision, taken on a case by case basis.

On any overnight activity on a non-contract day, extra pay for any teacher who is not specifically stipended for such activity shall be paid on the long-term credentialed substitute teacher pay schedule. Any fraction of a day worked as part of an overnight activity will be paid as a full substitute work day.

The following position will become operative as of September, 1989.

Teachers on Special Assignment Receiving Extra Pay

1. All teaching assignments will be paid on the basis of a pro rata share of the teacher's salary schedule.
2. All teachers on special assignment teaching full-time will be paid on the basis of the teacher's salary schedule for the teaching assignment and the following schedule based on years of experience:

1 year	\$2,500
2 years	\$2,600
3 years	\$2,700
4 years	\$2,800
5 years	\$2,900

3. Stipends

When funds are available for staff development through a grant or project, unit members attending staff development activities related to said grant or projects may be paid a stipend for time spent beyond the contract day. The stipend will be an hourly wage for the first four (4) straight hours worked. The hourly wage will be based on a substitute's pay, divided by six ($\$100/6 = \16.67 per hour). If a unit member works between four and six (4 – 6) hours, he/she would receive a stipend of one hundred dollars (\$100).

REQUEST FOR ASSIGNMENT FORM

This form needs to be completed and submitted to your **principal** by March 1, 20____. Completing this form will assist the District and employee in identifying staffing needs for the following school year.

1. Name: _____

2. Current Assignment:
• Location: _____
• Grade level(s): _____
• Subjects taught: _____

3. Authorizing Credentials: _____

4. Teaching Major: _____
Teaching Minor: _____
Subjects willing to teach: _____

5. Do you wish to change your assignment? _____

6. Do you want your transcripts evaluated for an assignment to a specific subject area? YES NO

If yes, identify the subject area: _____

7. Do you wish to transfer to another school? YES NO

If yes, identify the desired school: _____

8. Do you plan to remain in the district? YES NO

9. Will you obtain the required class credits to move to a new column on the salary schedule by September? YES NO

10. Do you now hold a Master's Degree? YES NO

If not, do you plan to have one by September? YES NO

Signature

Date

CLASS SIZE

Grade Level or Program	Maximum Enrollment
TK – 3	25
4 – 6	30
7 – 8	30
9 – 12	30
TK – 3 Combination Class (2 or 3 Grade Levels)	22
4 – 8 Combination Class (2 or 3 Grade Levels)	25
TK – 3 Combination Class (4 Grade Levels)	20
4 – 8 Combination Class (4 Grade Levels)	24
Resource Class	24
Special Day Class	14
Physical Education Class	40
Music Class	No Maximum

2011-12 Certificated Salary
Schedule

2012-13 Certificated Salary
Schedule

COLA: 1%

	Class II BA + 30	Class III BA + 45	Class IV BA + 60		Class II BA + 30	Class III BA + 45	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>
1	39,948	39,998	40,048	1	40,347	40,398	40,448
2	39,998	40,048	40,098	2	40,398	40,448	40,499
3	40,048	40,098	40,192	3	40,448	40,499	40,594
4	40,098	40,148	41,379	4	40,499	40,549	41,793
5	40,148	40,198	42,602	5	40,549	40,600	43,028
6	40,198	41,414	43,862	6	40,600	41,828	44,301
7	40,248	42,638	45,159	7	40,650	43,064	45,611
8	41,447	43,899	46,496	8	41,861	44,338	46,961
9	42,672	45,197	47,872	9	43,099	45,649	48,351
10	43,934	46,535	49,290	10	44,373	47,000	49,783
11	45,234	47,913	50,750	11	45,686	48,392	51,258
12	46,572	49,331	52,254	12	47,038	49,824	52,777
13	47,951	50,793	53,804	13	48,431	51,301	54,342
14	47,951	50,793	53,804	14	48,431	51,301	54,342
15	47,951	50,793	53,804	15	48,431	51,301	54,342
16	50,791	53,804	56,995	16	51,299	54,342	57,565
17	50,791	53,804	56,995	17	51,299	54,342	57,565
18	53,802	56,995	60,378	18	54,340	57,565	60,982
19			60,378	19			60,982
20			60,378	20			60,982
21			60,378	21			60,982
22			60,378	22			60,982
23			60,378	23			60,982
24			60,378	24			60,982
25			62,171	25			62,793

Master Degree Annual Stipend \$1,000

2013-14 Certificated Salary
Schedule

2014-15 Certificated Salary
Schedule

COLA: 1%

COLA: 1%

	Class II BA + 30	Class III BA + 45	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>
1	40,750	40,802	40,852
2	40,802	40,852	40,904
3	40,852	40,904	41,000
4	40,904	40,954	42,211
5	40,954	41,006	43,459
6	41,006	42,246	44,744
7	41,057	43,495	46,067
8	42,280	44,781	47,430
9	43,530	46,106	48,834
10	44,817	47,470	50,281
11	46,143	48,876	51,770
12	47,508	50,322	53,305
13	48,915	51,814	54,885
14	48,915	51,814	54,885
15	48,915	51,814	54,885
16	51,812	54,885	58,141
17	51,812	54,885	58,141
18	54,884	58,141	61,592
19			61,592
20			61,592
21			61,592
22			61,592
23			61,592
24			61,592
25			63,421

	Class II BA + 30	Class III BA + 45	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>
1	41,158	41,210	41,261
2	41,210	41,261	41,313
3	41,261	41,313	41,410
4	41,313	41,364	42,633
5	41,364	41,417	43,893
6	41,417	42,669	45,191
7	41,467	43,930	46,528
8	42,702	45,229	47,905
9	43,965	46,567	49,323
10	45,265	47,945	50,784
11	46,604	49,364	52,288
12	47,984	50,825	53,838
13	49,404	52,332	55,434
14	49,404	52,332	55,434
15	49,404	52,332	55,434
16	52,330	55,434	58,722
17	52,330	55,434	58,722
18	55,432	58,722	62,208
19			62,208
20			62,208
21			62,208
22			62,208
23			62,208
24			62,208
25			64,055

Master Degree Annual Stipend \$1,000

Master Degree Annual Stipend \$1,000

2015-16 Certificated Salary
Schedule

COLA: 1%

	Class II BA + 30	Class III BA + 45	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>
1	40,750	40,802	40,852
2	40,802	40,852	40,904
3	40,852	40,904	41,000
4	40,904	40,954	42,211
5	40,954	41,006	43,459
6	41,006	42,246	44,744
7	41,057	43,495	46,067
8	42,280	44,781	47,430
9	43,530	46,106	48,834
10	44,817	47,470	50,281
11	46,143	48,876	51,770
12	47,508	50,322	53,305
13	48,915	51,814	54,885
14	48,915	51,814	54,885
15	48,915	51,814	54,885
16	51,812	54,885	58,141
17	51,812	54,885	58,141
18	54,884	58,141	61,592
19			61,592
20			61,592
21			61,592
22			61,592
23			61,592
24			61,592
25			63,421

Master Degree Annual Stipend \$1,000

2016-17 Certificated Salary
Schedule

COLA: 1%

	Class II BA + 30	Class III BA + 45	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>
1	41,158	41,210	41,261
2	41,210	41,261	41,313
3	41,261	41,313	41,410
4	41,313	41,364	42,633
5	41,364	41,417	43,893
6	41,417	42,669	45,191
7	41,467	43,930	46,528
8	42,702	45,229	47,905
9	43,965	46,567	49,323
10	45,265	47,945	50,784
11	46,604	49,364	52,288
12	47,984	50,825	53,838
13	49,404	52,332	55,434
14	49,404	52,332	55,434
15	49,404	52,332	55,434
16	52,330	55,434	58,722
17	52,330	55,434	58,722
18	55,432	58,722	62,208
19			62,208
20			62,208
21			62,208
22			62,208
23			62,208
24			62,208
25			64,055

Master Degree Annual Stipend \$1,000

2016-17 Certificated Salary
Schedule effective 1/1/2017

	Class II BA + 30	Class III BA + 45	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>	<u>Annual Salary</u>	<u>Annual Salary</u>
1	43,240	44,000	45,000
2	44,000	44,500	45,500
3	44,500	45,000	46,000
4	45,000	45,500	46,500
5	45,500	46,000	47,500
6	46,000	47,000	49,000
7	47,000	48,000	50,000
8	48,000	49,000	51,000
9	49,000	50,500	52,500
10	50,000	52,000	54,500
11		53,500	56,000
12		55,000	58,000
13		56,500	60,000
14		56,500	62,000
15		56,500	62,000
16		56,500	64,000
17		56,500	64,000
18		62,000	66,500
19		62,000	66,500
20		62,000	66,500
21		62,000	69,000
22		62,000	69,000
23		64,000	71,500

Master Degree Annual Stipend \$1,000

LEAVE REQUEST

Name

Certificated Classified
 Confidential Management

First date of absence _____ Last date of absence _____ Total hours _____

Paid Leave

<input type="checkbox"/>	Sick Leave	Reason _____ For personal health needs, including health care appointments. For classified employees, a maximum of 6 days of sick leave time per year may be used to care for a sick ___ parent, ___ child or ___ spouse. (Mark as appropriate.)
<input type="checkbox"/>	Bereavement Leave	3 working days leave in the event of the death of any member of the employee's family or significant other. 5 working days if traveling 200 miles one-way or out-of-state.
<input type="checkbox"/>	Judicial Leave	To serve as a juror or witness.
<input type="checkbox"/>	Industrial Accident and Illness	You must also file a notice of on-the-job injury with the District Office.
<input type="checkbox"/>	Vacation Leave	Dates subject to supervisor's approval. For classified employees only.
<input type="checkbox"/>	Association Leave	Advance notice required. ___ Local ___ State
<input type="checkbox"/>	In-Service Leave	State reason _____ To attend workshops and conferences. Requires supervisor's prior approval.
<input type="checkbox"/>	Personal Necessity	Matters of a compelling personal concern to the employee which cannot lightly be disregarded and which cannot be handled outside of working hours. No explanation is required. 2 days notice required, when possible.

Unpaid Leave

<input type="checkbox"/>	Personal Leave without Pay	State reason _____ Requires Board approval if longer than 2 weeks.
<input type="checkbox"/>	Family Care Leave	State reason _____ District-paid health benefits maintained during leave. Requires prior Board approval, when possible.

Employee Signature _____ Date _____

Approval

Supervisor Signature _____ Date _____

Superintendent Signature _____ Date _____
(When applicable)

GRIEVANCE FORM

Grievant's Name and School/Department	
Grievant's Signature and Date Submitted	
Article and Section believed to have been violated, misinterpreted, or improperly applied.	
Describe the nature of grievance.	
Summary of specific events which led up to the grievance, including dates and locations.	
Remedy requested	
Informal Conference	Immediate Supervisor or person whose action gave rise to the grievance
Date of Informal Conference	
Resolution	
Appeal	If not resolved within five working days or if problem recurs within one calendar year, submit to Level 1.

Initials: _____ Grievant _____ Supervisor or person whose action gave rise to the grievance

GRIEVANCE FORM

Level 3	Binding Arbitration
Grievant's Signature and Date of Request for Binding Arbitration	
Association President's Signature and Date of Official Notice of Request for Binding Arbitration	
Date Notice Received	
Date of District and Association Meeting	Within ten days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain his/her commitment to serve.
Arbitrator's Decision	The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges proper. The decision of the arbitrator will be submitted to the Association and the District. The arbitrator's decision shall be final and binding.
Costs for Services	All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

Private Vehicle Use

All private vehicles being operated for field trips must meet the following guidelines:

1. The driver must be at least 21 years of age, possess a valid California driver's license, and possess liability insurance as required by the State of California.
2. Bodily Injury \$15,000 per person \$30,000 per occurrence
Property \$5,000
3. The number of passengers shall not exceed ten, including the driver. In no case shall the number of passengers, including the driver exceed the number of seatbelts.
4. Prior to the trip, the district must approve all drivers.
5. An appropriate Private Vehicle Use form must be completed and on file before a trip is taken.
6. Use of personal cars where hazardous road conditions exist is prohibited.
7. Prior to departure, the driver shall be instructed as follows:
 - Follow the most direct route.
 - Avoid unnecessary stops.
 - Do not carry non-district personnel, non-students or other "guests" as passengers.
 - Do not carry more than ten passengers, including the driver. No vehicle designed for more than ten passengers may be used.
8. Passengers will be seated in child passenger restraint systems (car seats/booster seats) unless they are six years of age or older, or weigh 60 pounds or more.
9. If the vehicle has a passenger, front seat air bag, passengers twelve years of age or younger shall be seated in the rear seats.

Date of Trip _____ Destination _____

Driver's Name _____

Drivers License # and State _____ Expiration Date _____

Make/Model of Vehicle _____ Vehicle License # _____

Name of Insurance Company _____

Policy # _____ Expiration Date _____

I certify that I have not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years and that the information given above is true and accurate. I understand that if an accident occurs, my insurance coverage shall bear primary responsibility for any losses or claims for damages.

Signature _____ Date _____

Complaints Concerning District Employees

Community Relations**Complaints Concerning District Employees**

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

(cf. 131.2 – Complaints Concerning Instructional Material)

(cf. 1312.3 – Uniform Complaint Procedures)

(cf. 4144/4244/4344 – Complaints)

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees.

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concern.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
4. When a written complaint is received, the employee shall receive a copy within five days.
5. A written complaint shall include:
 - a. The full name of all employee(s) involved and complainant(s).
 - b. A brief but specific summary of the complaint and the facts surrounding it.
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.
6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. Both the

Complaints Concerning District Employees

complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve

Complaints Concerning District Employees

7. the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
8. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - c. A copy of the signed original complaint
 - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
9. The Board may uphold the Superintendent's decision without hearing the complaint.
10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
11. A closed session may be held to hear the complaint in accordance with law (cf. 9321 and cf. 9323).
12. The decision of the Board shall be final.

Note: Pursuant to the Child Abuse and Neglect Reporting Act (Penal Code 11164-11174.3), allegations of child abuse and neglect against district employees must be reported to and investigated by appropriate local agencies; see BP/AR 5141.4 – Child Abuse Prevention Reporting.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

(cf. 5141.4 – Child Abuse Prevention and Reporting)