

## **Collective Bargaining Agreement**



**Southern Humboldt Unified School District**

**and**

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

**Revised: June 16, 2005**

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## **AGREEMENT**

This agreement is made and entered into this 16th day of June, 2005 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 day to day substitutes and those classified as management.

### **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 *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.

**9.3.1.2** If the matter is not resolved within five (5) working days or recurs within one (1) calendar year, a grievance shall be presented in writing to the immediate supervisor using the grievance form (Appendix I). The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest 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 and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) working days after the meeting with the aggrieved party and/or his/her designated representative.

**9.3.2.2** If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of the receipt of the grievance at *Level 2*, the

aggrieved party may request that the Association submit the grievance to binding arbitration.

### **9.3.3 Level 3**

**9.3.3.1** If the Association proceeds to arbitration, it shall notify the District in writing. 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 file a *Demand to Arbitrate* to the American Arbitration Association. 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 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.

**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.

- 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 the Superintendent or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association, 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.

**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 Form**

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

#### **11.2 Instructional Objectives**

Successful completion of all stated objectives, agreed to by the principal, will be evidence of satisfactory performance in the area of instructional objectives.

#### **11.3 Permanent Certificated Employees**

Every permanent certificated employee may be evaluated by management, in writing every year.

#### **11.4 Probationary Certificated Employees**

Every probationary certificated employee shall be evaluated by management, in writing every year.

**11.4.1** 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.

- 11.4.2** 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.

### **11.5 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.

- 11.5.1** Unit members shall not participate in the evaluation of other unit members.

### **11.6 Process**

The evaluation process shall include the following activities:

- 11.6.1** At least one classroom observation shall last at least one full period at the secondary level and at least thirty (30) consecutive minutes at the elementary level; shall be made known to the unit member at least two (2) days prior to their occurrence or within a mutually agreed upon time; shall be followed by an evaluation conference within five (5) working days of the observation; and shall ordinarily be three (3) in number. With agreement of both the unit member and the evaluator, the number of classroom observations may be reduced to two (2) or one (1) in case of obvious satisfactory performance by tenured unit members. A unit member who receives a negative evaluation shall, upon request, be entitled to repeat the evaluation process.

- 11.6.2** 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:

- 11.6.2.1** Specific recommendations for improvement.

- 11.6.2.2 Direct assistance to implement any such recommendations.
- 11.6.2.3 Provision of additional resources to be utilized to assist with improvement.
- 11.6.2.4 Techniques to measure improvement.
- 11.6.2.5 Time schedule to monitor progress.

11.6.3 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 not be included in the final evaluation form.

### **11.7 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.

- 11.7.1 If subsequent remedial action eliminated the negative and/or identified deficiencies in a final evaluation, the evaluations citing such deficiencies shall be removed after a period of three (3) years upon written request by the unit member.
- 11.7.2 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.

### **11.8 Peer Assistance and Review Program Agreement**

#### **11.8.1 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:

#### **11.8.2 PAR Council**

- 11.8.2.1** 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.
- 11.8.2.2** The Council will be responsible for establishing the budget for the PAR funds each year.
- 11.8.2.3** 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.
- 11.8.2.4** The Council will provide a PAR program orientation before September 30<sup>th</sup> each year, which will be designed to explain the purposes, structure, and operation of PAR to teachers and members of the administration.
- 11.8.2.5** 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.
- 11.8.2.6** 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.

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

### **11.8.3 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:

#### **11.8.3.1 Referred Teacher**

**11.8.3.1.1** 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.

**11.8.3.1.2** The procedure for referring an experienced teacher to PAR will be set forth in the Guidelines.

**11.8.3.1.3** 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.

**11.8.3.1.4** 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.

**11.8.3.1.5** 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.

**11.8.3.2 New Teacher**

**11.8.3.2.1** 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.

**11.8.3.2.2** 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.

**11.8.3.2.3** 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 1<sup>st</sup> 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.

**11.8.3.3 Volunteer Teacher**

**11.8.3.3.1** 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.

**11.8.3.3.2** 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.

#### **11.8.4 Consulting Teacher**

**11.8.4.1** 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.

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

**11.8.4.2.1** The Consulting Teacher shall have at least three (3) years of teaching experience in the School District; and

**11.8.4.2.2** The Consulting Teacher shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

**11.8.4.3** In order to fill a position of Consulting Teacher, a notice of vacancy which includes the qualifications for the position, will be posted in all schools and in the School District's Central Office. The Council will select Consulting Teachers from among qualified applicants in accordance with procedures set forth in the Guidelines, provided that the Council will attempt to select Consulting Teachers who reflect the diversity of the School District's teachers. The Council's selection of a Consulting Teacher will not be subject to the grievance/arbitration procedure in Article IX of the Agreement.

**11.8.4.4** The number of Consulting Teachers in any school year will be determined by the Council based upon the number of Participating Teachers and the PAR budget.

**11.8.4.4.1** Every three (3) years the Council will accept applications and select a pool of Consulting Teachers who will receive training.

**11.8.4.4.2** A Consulting Teacher position will be an additional assignment to regular teaching duties. In addition to his or her regular salary and fringe benefits, a Consulting Teacher will receive an additional stipend according to Appendix B to compensate him or her for duties related to the position. A teacher may not be appointed to an administrative position in the school district while serving as a Consulting Teacher.

**11.8.4.5** The Council may remove a Consulting Teacher from the position at any time because of the specific needs of PAR, inadequate performance as a Consulting Teacher, or other cause. Prior to the effective date of such removal, the Council will provide the Consulting Teacher with a written 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.

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

#### **11.8.5 Confidentiality**

**11.8.5.1** 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.

**11.8.5.2** The following exceptions will apply:

**11.8.5.2.1** 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.

**11.8.5.2.2** 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.

**11.8.5.2.3** 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.

**11.8.5.2.4** 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.

#### **11.8.6 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.

### **11.9 Personnel Files**

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

**11.9.2** 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.

**11.9.3** 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.

**11.10 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 District complaint procedure has been followed.

**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 Junior-Senior Fork 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, 3 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 (4<sup>th</sup>) 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.

**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) working 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 at the County Education Center and a minimum of three (3) higher education teacher training institutions in the general district service area.
- 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 members 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 for a period of ten (10) instructional

days prior to advertising outside the District for non-administrative certificated position(s).

- 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** If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.

**13.5.1.3** A unit member on an approved leave-of-absence other than a non-bargaining unit position within the District shall continue to earn seniority while on such leave.

**13.5.2** A unit member's seniority shall accrue during layoff.

## **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 hired into, involuntarily reassigned to, or voluntarily requests a less than full-time assignment in

a departmentalized or pull-out program, an independent study class or a continuation class.

**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.

**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 health, dental, and vision benefits on a prorated basis proportional to the amount of time worked as described in 18.3.1.

**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, staff meetings 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 two (2) years. After the two (2) year period, the District contribution to health, dental and vision benefits will be based on the percentage of time the employee is under contract.

**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 form 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.

**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 \$45.00 per student at South Fork Junior-Senior High School, and \$250.00 per student at all other schools over that maximum for use in accounts 4110—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** The salary schedule for 2004/2005 is attached as 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.

**18.2 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.

### **18.3 Health and Welfare Benefits**

**18.3.1** The District will provide for employees under contract a medical, dental and vision plan for employees and their families for the term of this agreement based on the following schedule:

.17 FTE	29%
.34 FTE	43%
.50 FTE	57%
.67 FTE	71%
.83 FTE	86%
.84 - 1.00 FTE	100%

**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**

- 18.4.1** Eligibility to request part-time employment under this Article shall be governed by applicable law and regulation. Following District approved 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 15<sup>th</sup> to take effect the following school year and by October 15<sup>th</sup> for take effect the second semester.
- 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 on a prorated basis proportional to the amount of time worked.
- 18.4.4.2** The District and the unit member will make contributions required for full-time teachers to the State Teachers' Retirement System on a prorated basis proportional to the amount of time worked.

## **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 provide 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 (55<sup>th</sup>) 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 (55<sup>th</sup>) 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, as 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.
- 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—SUMMER SCHOOL**

### **22.1 Wages**

- 22.1.1 Wages shall be computed on the teacher's salary schedule on a per diem/hourly wage except as stated in 22.1.2
- 22.1.2 The FFA Advisor shall be paid one-tenth of the regular contracted teacher's salary for duties performed during the summer.

### **22.2 Teacher Selection**

- 22.2.1 All positions for summer school will be posted at all sites for five (5) days prior to any hiring.

**22.2.2** Summer school 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 three 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. For the period of July 1, 2004 through June 30, 2007 any increased revenue to the District as a result of a funded COLA shall be an automatic and immediate reopener.

## **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 are in conflict and over conflicting state laws, only to the extent permitted by state law.

### **27.2 Meet and Consult**

The Association may ask to meet and consult with the Superintendent or his designee on proposed changes in District policies which affect teachers but are not specifically addressed in this Agreement.

### **27.3 Contracts**

All unit member contracts shall conform to the terms of this Agreement.

## **ARTICLE XXVIII—TERM**

Except as otherwise specifically provided, the term of this Agreement shall be July 1, 2004, to and including June 30, 2007, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, 2007, of its request to modify, amend, or terminate this Agreement.



# TEACHER EVALUATION FORM

## 2003-2004 SCHOOL YEAR

1<sup>st</sup> Observation Summary

2<sup>nd</sup> Observation Summary

3<sup>rd</sup> 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:

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### 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:

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### 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:

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# 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:

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### 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:

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### 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:

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# 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:

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### 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:

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### 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:

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### 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:

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# TEACHER EVALUATION FORM

## Domain IV: Assessment

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:

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### 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:

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### 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:

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### 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:

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# TEACHER EVALUATION FORM

## 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*.

### 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:

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### Element 2

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

Does not meet standards    Meets basic standards    Proficient    Commendable

Comments:

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### 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:

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## **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**

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<b>SCHOOL</b>	<b>K</b>	<b>1 – 3</b>	<b>4 – 6</b>	<b>7 – 8</b>	<b>9 – 12</b>
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	

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**EXTRA PAY SCHEDULE**

<b>CLASS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
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

<b>Class A</b>		<b>Class B</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)		
<b>Class C</b>		<b>Class D</b>	
1	High School Pep Squad, Football	1	High School Volleyball, Head
1	High School Pep Squad,	1	High School Track, Head
1	Basketball	1	High School Softball
1	High School Tennis, Head	1	High School Wrestling
1	High School Cross Country, Head	1	High School Student Finance
1	High School Pep Band	1	High School Baseball
1	High School Drama	2	High School Soccer, Head
14	High School Concerts		
*	High School Assistant Coaches Teachers-in-Charge		
<b>Class E</b>		<b>Class F</b>	
1	High School Football, Head	1	High School Athletic Director
2	High School Basketball, Head	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**

### **Extra pay of \$15 per game or meet at home**

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

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### **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**

Beginning with the 1992-93 school year, each school site will be allocated five dollars (\$5) per ADA for additional extra pay positions. These positions will be established and selected annually by a committee at the individual school site.

This section will be suspended during any year that the funding for normal extra pay positions is reduced by fifty percent (50%) or by mutual agreement of both parties.

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.

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 ( $\$65/6 = \$10.83$  per hour). If a unit member works between four and six (4 – 6) hours, he/she would receive a stipend of sixty-five dollars (\$65).

**REQUEST FOR ASSIGNMENT FORM**

This form needs to be completed and submitted to your **principal** by March 1, 200\_\_. Completing this form will assist the District and employee in identifying staffing needs for the following school year.

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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**

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<b>Grade Level or Program</b>	<b>Maximum Enrollment</b>
K – 3	27
4 – 6	30
7 – 8	30
9 – 12	30
K – 3 Combination Class	24
4 – 8 Combination Class	27
Resource Class	24
Special Day Class	14
Physical Education Class	40
Music Class	No Maximum

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**2003-04 CERTIFICATED SALARY SCHEDULE**

	<u>II - 1</u>	<u>II - 8</u>	<u>III - 6</u>	<u>IV - 3</u>
Base Cell:	34,000	35,296	35,266	34,210
COLA:	1.038	1.038	1.038	1.038
New Value:	35,292	36,637	36,606	35,510

	Class II BA + 30	Class II BA + 30		Class III BA + 45	Class III BA + 45		Class IV BA + 60	Class IV BA + 60
<u>Step</u>	<u>Annual Salary</u>			<u>Annual Salary</u>			<u>Annual Salary</u>	
1	35,292		0.14%	35,342	\$50.00	0.14%	35,392	\$50.00
2	35,342	\$50.00	0.14%	35,392	\$50.00	0.14%	35,442	\$50.00
3	35,392	\$50.00	0.14%	35,442	\$50.00	0.19%	35,510	0.18%
4	35,442	\$50.00	0.14%	35,492	\$50.00	3.05%	36,575	3.00%
5	35,492	\$50.00	0.14%	35,542	\$50.00	5.99%	37,673	3.00%
6	35,542	\$50.00	2.99%	36,606	2.97%	6.00%	38,803	3.00%
7	35,592	\$50.00	5.93%	37,704	3.00%	6.00%	39,967	3.00%
8	36,637	2.90%	6.00%	38,835	3.00%	6.00%	41,166	3.00%
9	37,736	3.00%	6.00%	40,000	3.00%	6.00%	42,401	3.00%
10	38,868	3.00%	6.00%	41,200	3.00%	6.00%	43,673	3.00%
11	40,035	3.00%	6.00%	42,437	3.00%	6.00%	44,983	3.00%
12	41,236	3.00%	6.00%	43,710	3.00%	6.00%	46,332	3.00%
13	42,473	3.00%	6.00%	45,021	3.00%	6.00%	47,722	3.00%
14	42,473	0.00%	6.00%	45,021	0.00%	6.00%	47,722	0.00%
15	42,473	0.00%	6.00%	45,021	0.00%	6.00%	47,722	0.00%
16	45,021	6.00%	6.00%	47,722	6.00%	6.00%	50,586	6.00%
17	45,021	0.00%	6.00%	47,722	0.00%	6.00%	50,586	0.00%
18	47,722	6.00%	6.00%	50,585	6.00%	6.00%	53,621	6.00%
19							53,621	0.00%
20							53,621	0.00%
21							53,621	0.00%
22							53,621	0.00%
23							53,621	0.00%
24							53,621	0.00%
25							55,230	3.00%

## LEAVE REQUEST FORM

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. 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.
<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

<b>Grievant's Name and School/Department</b>	
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	
<b>Informal Conference</b>	<b>Immediate Supervisor or person whose action gave rise to the grievance</b>
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

<b>Level 1</b>	<b>Immediate Supervisor Disposition</b>
Grievant's Name and School or Department	
Grievant's Signature and Date of Appeal to Level 1	
Article and Section believed to have been violated, misinterpreted, or improperly applied.	
Date Appeal Received	
Date of Level 1 Meeting	
<p>Resolution:</p> <p>(Due within five working days from date of submission.)</p>	<p><input type="checkbox"/> Sustained    <input type="checkbox"/> Denied    <input type="checkbox"/> Sustained in Part</p> <p>If necessary, attach additional written disposition of grievance, including reasons therefore.</p>
Supervisor's Signature and Date Completed	
Appeal	<p>If not satisfied with the disposition of the grievance, if no disposition has occurred within five working days, or if problem recurs within one calendar year, submit to Level 2. Attach all written evidence and a statement of reason for appeal.</p>

Initials:        \_\_\_\_\_ Grievant        \_\_\_\_\_ Supervisor



## **GRIEVANCE FORM**

<b>Level 3</b>	<b>Binding Arbitration</b>
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**

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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.

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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 \_\_\_\_\_