

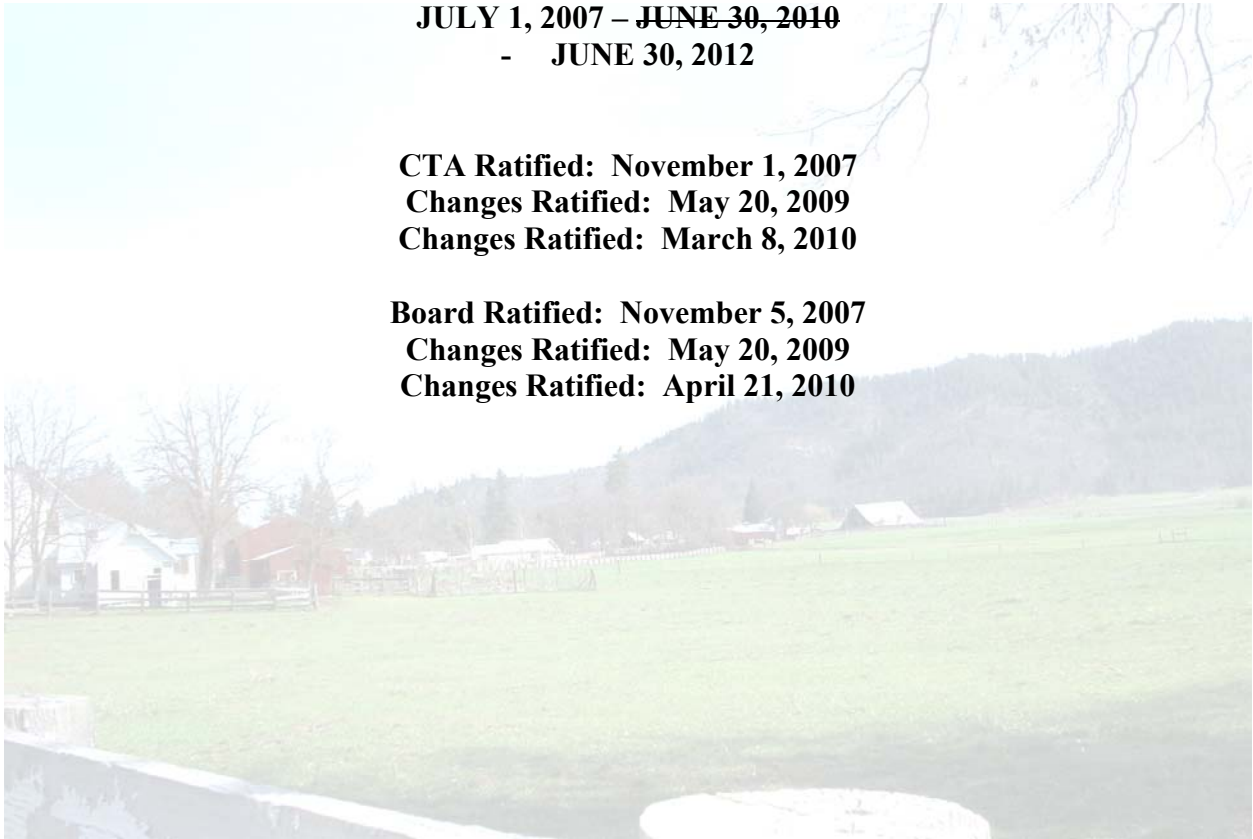
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**AGREEMENT BETWEEN THE  
SCOTT VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
SCOTT VALLEY TEACHER'S ASSOCIATION**

**JULY 1, 2007 – ~~JUNE 30, 2010~~  
- JUNE 30, 2012**

**CTA Ratified: November 1, 2007  
Changes Ratified: May 20, 2009  
Changes Ratified: March 8, 2010**

**Board Ratified: November 5, 2007  
Changes Ratified: May 20, 2009  
Changes Ratified: April 21, 2010**



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1 **ARTICLE I.**

2 **AGREEMENT**

3 1.1 This is an Agreement made and entered into by and between the Scott Valley Unified  
4 School District ("District") and the Scott Valley Teachers Association ("Association").

5 1.2 This Agreement is entered into pursuant to section(s) 3540-3549 of the California  
6 Government Code ("The Rhodda Act").

7 1.3 There are no other agreements between the parties. This is the first agreement between  
8 the parties. All previous collective bargaining agreements between the Association and  
9 any component District of the new District have expired and the terms thereof are  
10 superseded and replaced in all respects by this agreement.



1 **ARTICLE II.**

2 **TERM**

3 This Agreement shall remain in full force and effect, from July 1, 2007 through June 30, 2010.

4 In the event a successor Agreement is not adopted prior to the termination date, this Agreement  
5 shall remain in full force and effect until such time as a successor Agreement is adopted.

6

7 *This completes negotiations on all the topics within the scope of negotiation for the 2008-2009  
8 and 2009-2010 school years. All topics not included herein are deemed withdrawn. Neither  
9 party is required to negotiate further on any topic within the scope of negotiation for the 2008-  
10 2009 or 2009-2010 school years.*

11

12 This completes negotiations on all the topics within the scope of negotiations for the 2010-2011  
13 and 2011-2012 school years. All topics not included herein are deemed withdrawn. Neither  
14 party is required to negotiate further on any topic within the scope of negotiations for the 2010-  
15 2011 or 2011-2012 school years. Negotiations may be opened for 2011-2012 on any article(s)  
16 by mutual written agreement.

17

18 Any article may be opened for negotiations at any time during the term of the contract by mutual  
19 written agreement.

1 **ARTICLE III.**

2 **RECOGNITION**

3 The District recognizes the Association as the exclusive representative for that unit of employees  
4 consisting of all certificated employees **excluding** preschool teachers, all management,  
5 supervisory, confidential, temporary, or substitute certificated employees, and all certificated  
6 employees performing administrative services.

7  
8 This District and the Association recognize the right of employees to form, join and participate in  
9 lawful activities of employee organizations and the equal alternative right of employees to refuse  
10 to form, join and participate in employee organization activities.



1 **ARTICLE IV.**

2 **ASSOCIATION RIGHTS**

3 4.1 All Association activities held on campus will be conducted by unit members and  
4 Association officials outside unit members' assigned work hours, excluding the lunch  
5 period, and in such a way which will not interfere with the duties of unit members, the  
6 duties of classified employees or the operation of the District. Association  
7 representatives who are not employed by the District shall follow District procedures  
8 prior to visiting any District property or school site.

9 4.2 Subject to applicable board policies, the Association has the right to use District facilities,  
10 when not otherwise in use, for the purpose of meetings concerned with the exercise of  
11 rights guaranteed by the Educational Employment Relations Act subject to reasonable  
12 regulation.

13 4.3 The Association shall have the right to post notices of activities on matters of Association  
14 concern on Association bulletin boards in the staff rooms.

15 4.4 The Association may use school mail boxes for communications that are approved by the  
16 Executive Board of the Association. At the time of distribution the Association shall  
17 provide a copy of such material to the Superintendent or designee.

18 4.5 The Association retains all of its rights as set forth in the Educational Employment  
19 Relations Act.

1 **ARTICLE V.**

2 **DISTRICT RIGHTS**

3 5.1 All rights of management, not expressly limited by the clear and explicit language of this  
4 Agreement, are expressly reserved to the District, and the express provisions of this  
5 Agreement constitute the only contractual limitations upon the District's rights. The  
6 exercise of any right reserved to the District herein shall not be deemed a waiver of the  
7 District's right or preclude the District from exercising the right in a different manner.

8 5.2 The Association may enter into informal oral agreements or formal written agreements  
9 with the District modifying, temporarily, the terms of this Agreement. No such oral or  
10 written agreements shall constitute a past practice or a precedent, nor shall any be cited in  
11 future negotiations.



1 **ARTICLE VI.**

2 **HOURS OF EMPLOYMENT**

3 6.1 **Work Days**

4 Unit members shall annually render services to the District on one hundred eighty (180)  
5 pupil attendance days plus two (2) work days as scheduled by the District and three (3)  
6 professional development days as scheduled by the District, for a total of one hundred  
7 eighty five (185) work days. The District will consult with the Association before  
8 establishing the school calendar for the subsequent school year or making changes in the  
9 existing school calendar.

10 6.2 **Work Hours**

11 The workday for full-time unit members shall be **seven (7) hours**. Unit members shall  
12 work on campus or as otherwise assigned.

13 6.2.1 Unit members shall have a thirty (30) minute duty-free lunch period, which is not  
14 part of the seven (7) hour workday.

15 6.2.2 Unit members may leave right after students on approved minimum days or on  
16 Fridays unless otherwise directed. **Unit members may not leave early on**  
17 **minimum or shortened days scheduled for the purposes of “Staff**  
18 **Collaboration.”**

19 6.3 If a unit member is absent from duty or desires to leave school within the duty hours set  
20 forth above, he/she may do so for any reason specified under Article VII "Leaves."

21 6.4 Unit members shall perform, as assigned by the District, adjunct professional  
22 responsibilities outside of the hours set forth above, including but not limited to, faculty  
23 meetings, parent conferences, open house, back-to-school night, graduation and up to

1 three (3) more evening or Saturday events as determined by the District.

2 6.5 Unit members employed as counselors may be assigned by the District to counseling  
3 duties outside of their one hundred eighty-five (185) work days, and in such event, shall  
4 be given three (3) work days minimum advance written notice and shall be paid their  
5 regular daily rate of pay for such service.

6 6.6 Unit members that are assigned to sites will travel no more than once a day between  
7 District campuses and will be given adequate time to drive the trip safely. Such driving  
8 time is not part of the duty free lunch but is part of the regular assigned work day.

9 6.7 On work days of non-student attendance, starting times and ending times may be  
10 modified by the District so long as the total length of the work day is not extended  
11 beyond that which is provided in Section 6.2.

12 6.8 **Professional Development Days**

13 There will be three (3) additional days for Professional Development thus the work year  
14 will increase to one hundred eighty-five (185) days. Three (3) additional Professional  
15 Development Days are added at full pay to the salary schedule. Two (2) of these days are  
16 to be added to the school calendar, and the third day is to be arranged individually by the  
17 teachers with pre-approval from the site administrator. These teacher arranged days shall  
18 be on days that are otherwise non-paid and shall be between July 1<sup>st</sup> and the district  
19 arranged Professional Development day in the spring. The District will arrange a  
20 Professional Development day in the spring that will fulfill the requirements for those  
21 members who have not completed their individually arranged day of Professional  
22 Development before that time. This district arranged Professional Development day will  
23 be on a Saturday or some other non-paid day, and attendance shall be mandatory for

1 those members who have not completed their teacher arranged day.

2  
3 Future funding for these three (3) days will be contingent upon continued funding of the  
4 AB825 Professional Development Block Grant or similar state categorical funded  
5 program for teacher Professional Development. If funding is discontinued, the three (3)  
6 days will be deleted from the calendar and the salary schedule shall be reduced  
7 accordingly.

8  
9 The Superintendent and Curriculum Leadership Team will determine the content of the  
10 Professional Development Program with collaborative input from the bargaining unit.

11 6.9 **Preparation Time**

12 *The District agrees to continue the existing practice of scheduling preparation periods*  
13 *for unit members consistent with the actual class schedules adopted by each site for each*  
14 *school year.*

15 6.10 **Substituting**

16 Employees may be assigned to substitute during their preparation period. Such  
17 assignments will be made so that the amount assigned any unit member in the school  
18 does not exceed the amount assigned other unit members in a given year. However, it is  
19 recognized that a reasonable variation in the amount of such assignments between unit  
20 members may exist.

1 **ARTICLE VII.**

2 **LEAVES**

3 7.1 **General Rules Regarding Leaves of Absence**

4 7.1.1 Unit members shall not be absent from duty without notifying and receiving  
5 advanced permission from the Superintendent or designee, except during lunch  
6 when only notification is required for absence.

7 7.1.2 If a unit member needs to be absent from duty, notice must be given on the  
8 District's leave of absence form. Whenever possible, unit members shall notify  
9 the school office prior to the day of absence. Except in the event of an  
10 emergency, it is the responsibility of the unit member to see that the class roll  
11 book or attendance sheet(s), lesson plans and other pertinent material, necessary  
12 to continue the program, are made available at the work site.

13 7.1.3 The District retains its right to require a unit member to participate and cooperate  
14 in any fit for work examination at any time conducted by a medical doctor or  
15 other medical care professional selected by the District. The cost of such  
16 examination shall be paid by the District to the extent not paid by the unit  
17 member's insurance carrier.

18 7.1.4 **Definition, "Immediate Family"**

19 "Immediate Family" is defined as the spouse, and the son, son-in-law, daughter,  
20 daughter-in-law, brother, sister, mother, father, grandmother, grandfather, or  
21 grandchild of the employee or spouse or any relative living in the immediate  
22 household of the employee.

23

1    7.2    **Sick Leave**

2            7.2.1    **Accrual**

3                    For a school year of service, every unit member employed five (5) days a week  
4                    shall be entitled to ten (10) days leave of absence for illness or injury. A unit  
5                    member employed for less than five (5) school days a week shall be entitled to  
6                    that proportion of ten (10) days leave of absence for illness or injury as the  
7                    number of days they are employed per week bears to five (5).

8            7.2.2    **Returning to Work**

9                    Unit members returning to work from sick leave after an absence of five (5)  
10                    consecutive work days or more, or a contagious illness, upon the request of the  
11                    District, must provide a written medical doctor's release certifying the reasons for  
12                    such absence and medical permission to return to work.

13           7.2.3    **Rate of Pay**

14                    Pay for any day of such absence shall be the same as the pay which would have  
15                    been received had the employee served during the day.

16           7.2.4    **Leave Not Accrued**

17                    Credit for leave of absence need not be accrued prior to taking such leave and  
18                    may be taken at any time during the school year.

19           7.2.5    **Accumulation**

20                    If such employee does not take the full amount of sick leave allowed in any  
21                    school year, the amount not taken shall be accumulated from year to year.

22    7.3    **Extended Illness**

23                    Unit members are entitled to receive differential compensation, under Education Code

1 section 44977, for a period of up to five (5) school months. Differential compensation  
2 shall be the difference between the employee's daily salary (annual salary divided by the  
3 number of teacher work days) and the District established daily rate for substitute or  
4 temporary teachers.

5 **7.4 Maternity Leave/Child Birth or Adoption Leave**

6 7.4.1 The District shall provide for leave of absence from duty for any unit member  
7 who is required to be absent from duties because of pregnancy, miscarriage,  
8 childbirth, and recovery thereof, pursuant to BP/AR 4161.8 (FMLA).

9 **7.4.2 Length of Leave**

10 The length of leave of absence, including the date on which the leave commences,  
11 and the date on which the employee shall resume duties, shall be determined by  
12 the employee and the physician.

13 **7.4.3 Leave with Pay for Disabilities**

14 Leave with pay shall be granted only when it is necessary to do so in order that  
15 leaves of absence for disabilities caused or contributed to by pregnancy,  
16 miscarriage, or childbirth, be treated the same as leaves for injury, illness or  
17 disability.

18 **7.4.3.1 Temporary Disabilities**

19 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth  
20 and recovery there from are, for all job related purposes, temporary  
21 disabilities and shall be treated as such under any health or temporary  
22 disability insurance or sick leave plan available in connection with  
23 employment by the District.

1           7.4.4 **Birth and/or Adoption**

2           A unit member shall be granted two (2) days of paid absence leave for the birth or  
3           adoption of each of their children. One day shall be granted for the day of birth or  
4           adoption, and the second day shall be granted on a subsequent day following the  
5           birth or adoption. The second day must be taken within five (5) days of the birth  
6           or adoption.

7   7.5    **Industrial Accident and Illness Leave (Workers' Compensation Leave)**

8           7.5.1 A unit member shall be eligible to apply for a leave of absence because of  
9           industrial accident or illness. Upon submission of a claim, the unit member shall,  
10          immediately, perform all appropriate actions necessary to file for Workers'  
11          Compensation, disability, income protection benefits, or the like.

12          7.5.2 Allowable leaves shall be for not more than one period of sixty (60) work days in  
13          any one fiscal year for the same accident and shall commence with the first day of  
14          absence.

15          7.5.3 Leave of absence under this provision shall not be accumulated from year to year.  
16          When the industrial accident or illness leave overlaps into the next fiscal year, the  
17          unit member shall be entitled to only the amount of unused leave due him/her for  
18          the same illness or injury.

19          7.5.4 Unit members shall be paid such portion of the salary due them for any month in  
20          which absence occurs as, when added to the temporary disability indemnity under  
21          the California Labor Code, will result in payment to them of not more than their  
22          full salaries.

23          7.5.5 Leave of absence applied for under this provision shall be reduced by one day for

1 each day of authorized absence, regardless of a temporary disability indemnity  
2 award to the unit member.

3 7.5.6 Industrial illness and accident leave is to be used in lieu of sick leave. If a unit  
4 member is receiving a temporary disability indemnity, the unit member shall be  
5 entitled to utilize only so much of his/her sick leave which, when added to his/her  
6 temporary disability indemnity, will result in a payment to him/her of no more  
7 than a full day's wages or salary. The District, in turn, shall issue the appropriate  
8 salary warrants for payment of salary and shall deduct normal retirement and  
9 other authorized deductions.

10 7.5.7 Unless travel outside of California is authorized by the District in writing prior to  
11 the commencement of said travel, unit members receiving benefits under this  
12 provision during a period of illness or injury shall remain in the State of  
13 California. This provision does not apply in the case of approved medical  
14 treatment.

15 7.5.8 The District may require, from time to time, a written statement from the unit  
16 member's physician verifying a unit member's absence under this leave and  
17 his/her ability to return to work, or verifying the continued illness or inability to  
18 work due to an illness or accident.

19 **7.6 Personal Necessity Leave**

20 7.6.1 Unit members may use up to 7 days of Sick Leave for the following purposes:

21 7.6.1.1 Death of a member of the immediate family when additional leave is  
22 required beyond that provided under Bereavement Leave.

23 7.6.1.2 Serious illness of a member of the immediate family.

1 7.6.1.3 Birth or adoption of the unit member's child.

2 7.6.1.4 Accident involving the person or property of the unit member, or the  
3 person or property of a member of the immediate family.

4 7.6.1.5 Imminent danger to the home of the employee which reasonably requires  
5 the attention of the employee during duty hours.

6 7.6.1.6 Appearance in any court or before any administrative tribunal as a litigant,  
7 party or witness under subpoena or any order made with jurisdiction.

8 7.6.1.7 Religious Observance.

9 7.6.1.8 Attendance at a funeral of a friend or relative not covered by bereavement  
10 leave.

11 7.6.1.9 Attendance at a spouse's, son's or daughter's graduation from an  
12 accredited institution of learning for one (1) day per school year.

13 7.6.2 Unit members shall not be required to secure advance permission for leave taken  
14 for any of the following reasons: death or serious illness of a member of the  
15 immediate family; accident involving the unit member's person or property or the  
16 person or property of the immediate family. The unit member must notify the  
17 immediate supervisor as far in advance of the absence as practical.

18 7.6.3 A unit member must secure advance permission for all absences not specified in  
19 the prior paragraph and shall normally notify the immediate supervisor no fewer  
20 than one (1) working day before taking this leave except for leave to appear in  
21 any court or before any administrative tribunal as a litigant, party or witness under  
22 subpoena or any order made with jurisdiction for which five (5) working days  
23 notice shall be provided.

1 7.6.4 Unit members shall complete the District's absence form which shall verify that  
2 the unit member's use of leave was for personal necessity as defined above.

3 7.6.5 Personal necessity leave shall be taken in a minimum increment of one half (1/2)  
4 day.

5 7.7 **Discretionary Leave**

6 7.7.1 Unit members may use up to four (4) days of personal necessity leave as  
7 discretionary leave with pay, without specifying a reason for such leave, upon the  
8 following conditions:

9 (a) The unit member provides at least three (3) working days advance written  
10 notice on the District's leave of absence form unless there is an emergency. Such  
11 notice shall be given to the Superintendent or designee. The Superintendent or  
12 designee has the discretion to grant or deny such leave in the event of a school  
13 emergency.

14 (b) Such discretionary leave may not be used during the first two weeks or last  
15 two weeks of the pupil attendance year or during any Professional Development  
16 days without the advance permission of the Superintendent. Under such  
17 extenuating circumstances, it is agreed that the granting of such leave by the  
18 Superintendent is neither a precedent nor past practice.

19 (c) An acceptable substitute teacher is available.

20 (d) Discretionary leave may only be used as full day and half day absences.

21 (e) Use of discretionary days is limited to two (2) consecutive days at any one  
22 time.

23

1 7.8 **Covered Leave**

2 Leave for one (1) hour or less may be granted within the work day, without loss of pay,  
3 for the conduct of personal business, providing the unit member's responsibilities  
4 are covered by another certificated employee at no additional cost to the District.  
5 Such leave is not cumulative and may be used only upon prior notice and  
6 approval of the Site Principal.

7 7.9 **Bereavement Leave**

8 7.9.1 Unit members shall be entitled to a maximum of three (3) days leave of absence  
9 without loss of salary for the death of any member of the unit member's  
10 immediate family.

11 7.9.2 If travel out of state or more than two hundred fifty (250) miles one way is  
12 required, a unit member shall be entitled to a maximum of two (2) additional days  
13 paid Bereavement Leave.

14 7.10 **Notification of Family Care and Medical Leave (FMLA)**

15 This notification is provided to unit members. This Section 7.10 is not subject to the  
16 article entitled Grievance in this agreement. This information is provided for notification  
17 purposes only. Unit members may be eligible for unpaid leave under the Family Medical  
18 Leave Act and/or the California Family Rights Act. Unit members are requested to  
19 consult with an Association representative or the District administration for further  
20 particulars on this topic.

21 7.11 **Jury Duty Leave**

22 A unit member is entitled to a leave to appear for trial jury duty. A unit member shall  
23 receive his/her regular pay. A unit member shall endorse over in favor of the District all

1 compensation received for trial jury duty except travel and meal expenses. In the event a  
2 unit member is released from trial jury duty and is able to return to work (including  
3 reasonable travel time from the court to the work site) prior to one o'clock (1:00 p.m.),  
4 the unit member shall return to work. Unless excused by the unit member's supervisor,  
5 the unit member shall report to work prior to trial jury duty. A unit member is not  
6 entitled to leave for service on a grand jury.

7 **7.12 Catastrophic Sick Leave**

8 7.12.1 Certificated employees who suffer a catastrophic injury/illness, which results in  
9 the bargaining unit member using all available paid leaves, shall become eligible  
10 to use this catastrophic sick leave plan, subject to the restrictions and conditions in  
11 these rules:

12 (a) Catastrophic illness or injury is that which is expected to incapacitate the  
13 employee or a family member for an extended period of time, and taking time  
14 off work created a financial hardship for the employee because he/she has  
15 exhausted all sick leave and other paid time off *available paid leaves*. For  
16 purposes of Catastrophic Illness/Injury, a member of the employee's family  
17 will be limited to spouse, children, mother, father, or an individual over  
18 which the employee has legal guardianship.

19 (b) The employee who is, or whose family member is, suffering from a  
20 catastrophic illness or injury must submit a request in writing on forms  
21 provided for donated Catastrophic Leave. The Committee must determine  
22 that the unit member is unable to work because of the unit member's personal  
23 or family catastrophic illness after adequate proof of illness has been provided

1 in accordance with E.C. 44043.5, to include but not be limited to a doctor's  
2 verification of illness and declaration of compliance with the requirements of  
3 this leave. Falsification of leave verification will be grounds for discipline.

4 (c) As soon as practical, the Catastrophic Leave Committee (composed of two (2)  
5 association members and the Superintendent) will meet and determine  
6 whether or not the unit member's request shall be approved. Approval must  
7 be unanimous by Committee members. If the request is denied, the  
8 Association President shall notify the unit member. If the request is approved,  
9 the Catastrophic leave Bank will be reduced by one full day, as needed, for  
10 each day awarded to the requested unit member. In no event, shall the  
11 committee approve more than forty-five (45) consecutive work days at a time.

12 (d) Donations to the Catastrophic Leave Bank may be made under the following  
13 provisions:

- 14 1. Any unit member may donate to the bank. The maximum allowable to  
15 be donated is 30% of the employee's annual allotment.
- 16 2. In order to donate to the bank, a unit member must have in reserve at  
17 least twenty (20) sick leave days.
- 18 3. Donations to the Catastrophic Leave Bank are irrevocable.
- 19 4. In the event donations are not used, they will be retained in the bank.
- 20 5. The donation window period will be September 15<sup>th</sup> to December 15<sup>th</sup>.
- 21 6. Unit members must use the Catastrophic Leave Bank Donation form.

22 7.12.2.1 The Association agrees that it will not file, on its own behalf or on behalf  
23 of any unit member, any grievance, claim or lawsuit of any kind related to

1 any attempt by a unit member to retrieve donated sick leave used by  
2 another unit member pursuant to this provision. The Association also  
3 agrees that it will not file, on its own behalf or on behalf of any unit  
4 member, any grievance, claim or lawsuit of any kind which attempts to  
5 challenge in any way the legality or enforcement of this provision. The  
6 Association agrees to indemnify and hold harmless the District from any  
7 loss or damages arising from the implementation of this provision.

8 **7.13 Association Leave**

9 7.13.1 A maximum of five (5) days per school year may be used by the Association  
10 representatives without loss of pay, to be utilized for service center activities, state  
11 or national conferences, workshops, or for conducting business pertinent to  
12 Association affairs.

13 7.13.2 The association shall give the district at least two (2) days advance notice  
14 when such leave is requested.

15 7.13.3 The Association shall reimburse the District for the actual cost of the substitute  
16 hired to fulfill the duties of the unit member while on Association Leave. The  
17 Association shall be responsible for paying all expenses (travel, gas, food,  
18 lodging, fee for the event) for the Association representative.

19 **7.14 Other Leave Without Pay**

20 **7.14.1 Unpaid Leave**

21 Unpaid leave may be approved at the discretion of the District for reasons not  
22 specified under other leave provisions in this Agreement. Unpaid leaves may be  
23 granted for such reasons as study and health. Leaves shall not be granted to

1 employees for the purpose of accepting other employment.

2 7.14.1.1 Leaves of up to ten (10) working days may be approved by the  
3 Superintendent or designee.

4 7.14.1.2 Requests for leaves of greater than ten (10) working days and up to one  
5 school year may be approved by the Board of Trustees upon the  
6 recommendation of a Leave Review Committee.

7 7.14.1.3 Requested leaves shall consider the impact on the District's  
8 educational program.

9 7.14.1.4 For any leave request which is not approved by the Leave Review  
10 Committee or the Board of Trustees, the employee shall be provided a  
11 written statement of the reasons.

12 **7.14.1.5 Leave Review Committee**

13 This committee shall consist of one District Administrator, one member of  
14 the Board of Trustees appointed by the Board, and one District certificated  
15 employee appointed by the Association.

16 7.14.1.6 If an unpaid leave is for more than one calendar month, no District paid  
17 health benefits will be provided unless Board approved or provided for by  
18 law.

19 **7.14.2 Advance Approval**

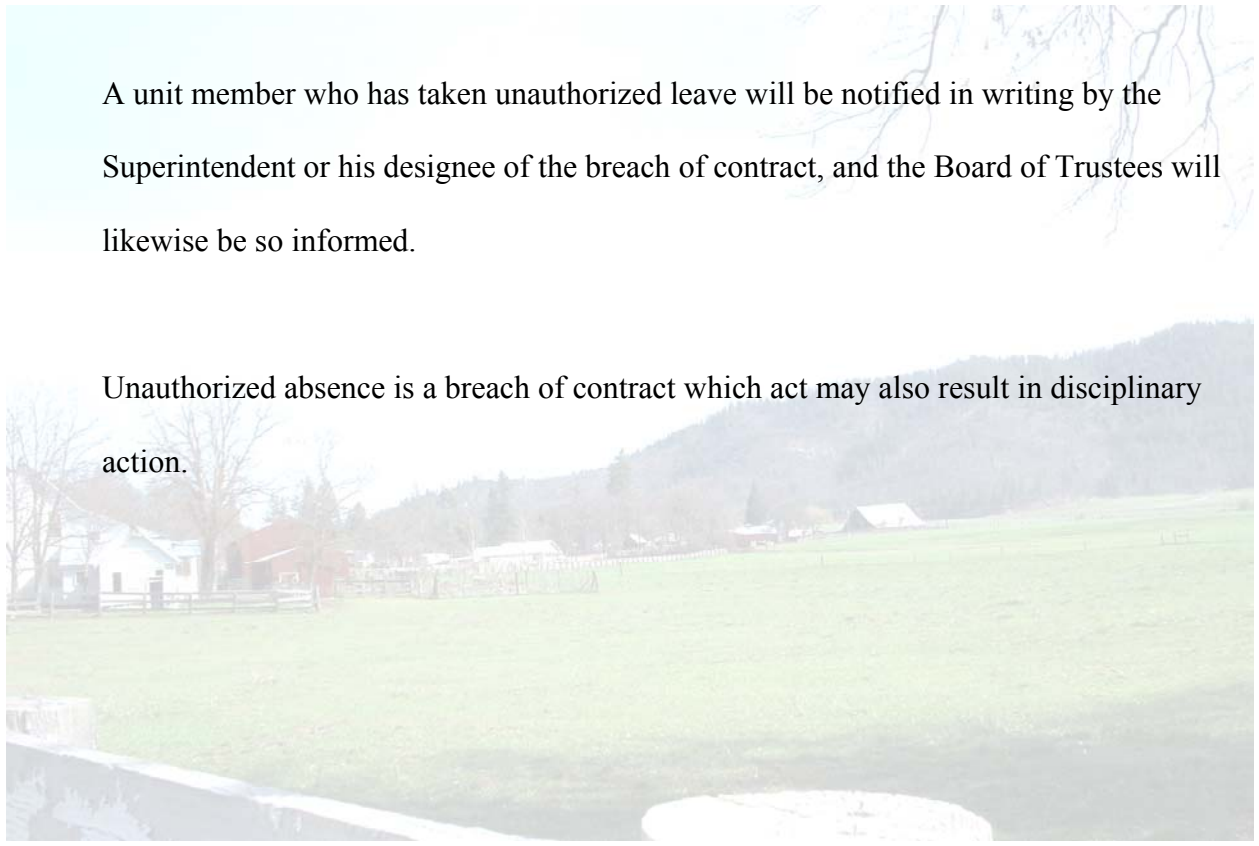
20 Advance approval is required. Requests are to be made on the appropriate  
21 District form. Leave taken without approval shall be considered unauthorized  
22 leave. Requests for leaves of absence for the following school year shall normally  
23 be submitted to the District Office prior to May 15.

1 7.15 **Unauthorized Leave**

2 It is agreed that a unit member who is absent from work, other than those days as  
3 authorized by state law or this Agreement, is taking unauthorized leave. Such  
4 unauthorized leave constitutes a breach of contract. For unauthorized leave, the District  
5 will deduct from the unit member's next paycheck, an amount equal to the ratio of days  
6 absent to the days of required service plus the prorated costs of fringe benefits.

7  
8 A unit member who has taken unauthorized leave will be notified in writing by the  
9 Superintendent or his designee of the breach of contract, and the Board of Trustees will  
10 likewise be so informed.

11  
12 Unauthorized absence is a breach of contract which act may also result in disciplinary  
13 action.



1 **ARTICLE VIII.**

2 **COMPENSATION**

3 8.1 **Wages**

4 8.1.1 Effective the first working day of the month, after this agreement is signed by  
5 both parties, unit members covered by this agreement shall be paid the salaries  
6 shown on the salary schedule, Appendix A.

7 8.1.2 Unit members who are employed less than full-time shall be paid prorated wages,  
8 based on a 7 hour work day.

9 8.2 **Initial Step Placement**

10 Unit members may be given credit, on a year for year basis at the time of initial  
11 placement on the salary schedule, for previous public school teaching experience which  
12 occurred after receipt of a valid preliminary teaching credential. A year of previous  
13 teaching credit will only be awarded if the teacher actually worked 137 days with the  
14 same school district during said school year. Previous credit will only be awarded if the  
15 previous teaching was within the authority of the credential after receipt of the credential.  
16 No credit will be given for previous teaching occurring prior to the unit member being  
17 credentialed, teaching which occurred outside the scope of the credential, or teaching  
18 services rendered which are not ordinarily expected of a teacher with that credential.

19 Initial placement may be on any of Steps 1 through and including Step 11. For example:  
20 A new employee with ten (10) years previous experience would begin service on Step 11.  
21 In no event shall initial placement be on Step 12 or any higher step. All experience shall  
22 be verified in writing according to District procedures. Written verification of prior  
23 teaching experience must be received by the District within thirty (30) calendar days after

1 the first day of employment or thirty (30) calendar days after the unit member signs a  
2 contract of employment with the District, whichever occurs first.

3 8.3 **Professional Growth**

4 Each certificated unit member shall continue their professional growth by attending  
5 conferences, workshops or classes in the subject area being taught.

6 8.4 **Unit Conversion**

7 Quarter units are converted to semester units by multiplying the quarter units by two-  
8 thirds.

9 8.5 **Unit Verification**

10 On or before May 1 of each school year, unit members shall inform the District of the  
11 number of units they expect to complete by September 1 of the next school year. On or  
12 before September 1 of each school year unit members shall submit to the District written  
13 proof of satisfactory completion of units necessary to change columns on the salary  
14 schedule. If official transcripts are submitted by October 1, then the column change on  
15 the salary schedule will be effective that school year, i.e., it will be effective as of July 1,  
16 three (3) months previous. If official transcripts are not submitted by October 1, then the  
17 column change on the salary schedule will be effective the following July 1, i.e. the  
18 commencement of the next school year. Satisfactory completion means a grade of "C"  
19 or better in a graded course or "Pass" in a pass/fail course. All units shall be obtained  
20 from a college or university accredited by the Western Association of Schools and  
21 Colleges or its affiliate.

22  
23 Unit members hired after the commencement of the school year shall submit official

1 transcripts within thirty (30) calendar days of their first day of work or thirty (30)  
2 calendar days of the date their employment agreement is signed, whichever occurs first.

3  
4 8.6 **Advancement**

5 *Personnel may advance no more than one (1) change of classification (range*  
6 *advancement) per school year. Units earned in excess of 15 units needed to advance*  
7 *shall be applied to the following year(s) for a further change in classification (range*  
8 *advancement) until range 5 is reached.*

9  
10 8.7 **Awarding of Unit Credit For Initial Placement & Advancement**

11 Unit credit will be awarded for satisfactory completion of college units which enhance  
12 the subject area being taught by the unit member. Unit credit will not be awarded if the  
13 classes are held during the pupil attendance day. All units must receive written approval  
14 from the site administrator or designee on the unit advancement form prior to the  
15 commencement of the class for which the unit member seeks credit. In no event will  
16 credit be awarded for courses which are duplicative, repetitious, or substantially similar  
17 to previous courses taken by the unit member.

18 8.8 **Service Credit**

19 Movement on the salary schedule will only occur when an employee has accrued one (1)  
20 year of credit for movement on the salary schedule. One (1) full year of service credit is  
21 defined as the unit member being in paid service for at least 137 days at 7 hours per day.

22 Calculations of part time employment are determined as follows:

23 Calculations of part time employment for salary schedule movement shall be based on a

1 seven (7) hour work day constituting a full time day. Unit members who work less than a  
2 full time day will receive credit on the salary schedule as follows:

3 8.8.1 Unit members working  $5 \frac{1}{4}$  (0.75 FTE) hours or more per day will receive the  
4 same credit as full time employees.

5 8.8.2 Unit members working  $3 \frac{1}{2}$  (0.50 FTE) hours per day up to but not including  $5 \frac{1}{4}$   
6 hours per day will receive one-half year credit for each year of service.

7 8.8.3 Unit members working  $1 \frac{3}{4}$  (0.25 FTE) hours per day up to but not including  $3 \frac{1}{2}$   
8 hours per day will receive one-quarter year of credit for each year of service.

9 8.8.4 Unit members working less than  $1 \frac{3}{4}$  (0.25 FTE) hours per day will receive no  
10 credit for such service.

11 8.9 **Extra Duty**

12 8.9.1 When a unit member is, at the time of initial employment, hired to perform extra-  
13 duty, the unit member shall be obligated to perform such duties for at least two (2)  
14 years unless the unit member is no longer assigned to or released from such extra-  
15 duty assignment prior to two (2) years.

16 8.9.2 At any time, without cause, the District may terminate an extra-duty assignment  
17 and pay the unit member the prorated sums earned to date.

18 8.9.3 Unit members who volunteer for extra-duty assignment shall be obligated to  
19 complete that assignment for the entire year unless prevented from doing so  
20 because of illness, injury or approved leaves of absence.

21 8.9.4 Unit members who volunteer for paid extra-curricular, extra-duty assignments  
22 shall continue to serve in that assignment from year to year unless the unit  
23 members give the District notice of their intent not to continue in said assignment

1 for the next school year. Such notice shall be delivered on or before May 1. Such  
2 notice shall be in writing and addressed to the Superintendent. A unit member  
3 who does not provide such a notice shall be deemed to have volunteered for  
4 another one (1) year period.

5 8.9.5 Payment of stipends shall be made upon completion of the assignment and  
6 submission to the District office of a stipend request form or time sheet.

7 8.9.6 The compensation for extra duty is set forth in Appendix B attached hereto.

8 8.9.7 A secondary teacher may be asked to teach a seventh period on a voluntary basis  
9 at the rate of 1/6<sup>th</sup> of his/her salary, provided that (a) there is no willing part-time  
10 teacher with the appropriate credentials available and (b) an attempt is made to  
11 find a qualified teacher. Any earnings by a teacher due to teaching a seventh  
12 period class are now subject to STRS defined benefits supplement.

13 8.9.8 A teacher who is assigned to a split class will be compensated as per Appendix B.  
14 A split class is defined as a kindergarten through sixth (6<sup>th</sup>) grade teacher who  
15 teaches more than one grade level for the full day's assignment or a community  
16 day school teacher with an enrollment of more than six (6) students for more than  
17 90 school days.

18 **8.9.9 Athletic Director – High School**

19 When the Athletic Director is a unit member, the high school Athletic Director  
20 shall be compensated with one (1) class period of release time and a stipend as  
21 shown on Appendix B.

22 **8.9.10 Student Activity Director – High School**

23 When the Student Activity Director is a unit member, the high school Student

1 Activity Director shall be compensated with one (1) class period of release time  
2 or a stipend as shown on Appendix B.

3 8.10 **Proper Placement**

4 It is mutually agreed that all unit members are presently properly placed on the salary  
5 schedule as indicated on the salary schedule, Appendix A. Neither the Association nor  
6 any unit member may contest such salary schedule placement after the execution of this  
7 agreement. Unit members employed after the execution of this agreement shall be  
8 informed by the District of their placement on the salary schedule and such placement is  
9 deemed to be correct if the unit member does not contest the placement within 60 days  
10 after the first day of paid service with the District.

11 8.11 **Insurance**

12 The maximum monthly insurance premium contribution for unit members is \$666.67 (the  
13 maximum monthly contribution) i.e. \$8,000 per school year. If at anytime the premiums  
14 for health, dental, and vision exceed the above maximum monthly contribution, then the  
15 amount in excess thereof shall be paid by the unit member, monthly, in advance, by  
16 automatic payroll withdrawal, i.e., the District shall deduct from the monthly paychecks  
17 of unit members such amounts in excess of the maximum monthly contribution and shall  
18 pay said amount to the insurer, broker, or other payee as appropriate. Such deductions, if  
19 any, are not subject to negotiation and shall be commenced and/or completed without  
20 negotiation. The maximum District contribution for part-time unit members employed  
21 for three and a half (3.5) hours per day or more shall be prorated monthly based on a  
22 seven (7) hour work day, and sums in excess of the monthly prorated amounts shall be  
23 paid monthly by the employee by automatic payroll withdrawal. Unit members

1 employed fewer than three and a half (3.5) hours per day shall not be eligible to receive  
2 any insurance benefits.

3 8.12 **Mileage Reimbursement**

4 A unit member who is authorized in advance to use his/her personal automobile in the  
5 performance of duties shall be reimbursed at the current IRS rate. To be eligible for such  
6 mileage reimbursement, a unit member must follow District approval and claim  
7 procedures. Per diem expenses shall be reimbursed in accordance with Board policy.

8 8.13 **Lodging**

9 Unit members who are required to travel away from their regular assigned work site, and  
10 as a result of work assignment, must lodge away from home will be reimbursed for actual  
11 and necessary expenses as determined by the Board. If the costs exceed the rate  
12 approved by the Board, they must have prior approval of the Superintendent or designee.

13 8.14 **Meals**

14 Meals will be reimbursed at the Board approved rate.

15 8.15 **Reimbursement**

16 All reimbursement claims for mileage, lodging and travel expenses shall be filed  
17 monthly on District forms. Receipts are required and shall be attached. No receipts are  
18 required for meals.

1 **ARTICLE IX.**

2 **EVALUATION AND PERSONNEL FILES**

3 9.1 **Evaluation Procedures**

4 9.1.1 The District retains the responsibility for evaluation and assessment of  
5 performance of each unit member, subject only to the provisions of this Article.

6 No grievance arising under this article may be filed with respect to the substance,  
7 rating or conclusions in the evaluation. The unit member may only file a  
8 grievance based on an allegation that the evaluation process was violated.

9 9.1.2 Probationary, certificated unit members shall be evaluated at least once each  
10 school year. Permanent certificated unit members shall be evaluated at least once  
11 every two (2) school years. Permanent certificated unit members who have been  
12 employed at least ten (10) years with the school district, are highly qualified  
13 (NCLB), and whose previous evaluation rated the employee as meeting or  
14 exceeding standards shall be evaluated every five (5) years, if the evaluator and  
15 unit member being evaluated agree.

16 9.1.3 Prior to November 1, the unit member and the evaluator shall meet, discuss, and  
17 attempt to mutually agree upon the criteria for evaluation (Education Code  
18 Section 44662).

19 9.1.4 An evaluation shall be based upon at least one (1) pronounced observation. Prior  
20 to the pronounced observation, the evaluator shall confer with the unit member.  
21 Other observations may occur without advance notice or advance conference.  
22 Observation(s) for the purpose of evaluation shall be a minimum of thirty (30)  
23 minutes or one class period. The unit member shall have the right to identify any

1 constraints which the unit member believes may inhibit his/her ability to meet the  
2 objectives and standards established. A post observation conference shall be held  
3 between the evaluator and the unit member within seven (7) working days of each  
4 observation. During the course of the evaluation period, circumstances may  
5 change which require modification of the original objectives and standards. The  
6 unit member and the evaluator will meet to discuss these changes.

7 9.1.5 If the evaluator determines that the performance of the unit member during the  
8 observation is unsatisfactory, the unit member may, in writing, request another  
9 observation prior to the District's preparation of the final written evaluation.

10 9.1.6 The unit member may prepare a written response to the evaluation, and the  
11 response, if any, shall be attached to the evaluation and placed in the unit  
12 member's personnel file.

13 9.1.7 The final written evaluation of the unit member shall be transmitted to the unit  
14 member 30 days prior to the last pupil attendance day. A final evaluation  
15 conference shall be scheduled within the same time line.

16 9.1.8 In the event the unit member is not performing satisfactorily, the evaluator shall  
17 notify the unit member and make specific recommendations in areas of needed  
18 improvement and endeavor to assist the unit member in such performance. The  
19 District and the unit member shall discuss available resources to assist the unit  
20 member.

21 9.1.9 Within ten (10) calendar days after receipt of the evaluation, the unit member may  
22 prepare a written response to the evaluation, and the response shall be placed with  
23 the evaluation in the unit member's personnel file if received within said ten (10)

1 days.

2 9.3 **Personnel Files**

3 9.3.1 The official District personnel file of each unit member shall be maintained at the  
4 District's central administrative office.

5 9.3.2 A unit member may inspect and make copies of such materials in his/her  
6 personnel file with the exception of materials which:

7 a. were obtained prior to employment,

8 b. were prepared by identifiable examination committee members or,

9 c. were obtained in connection with a promotional examination.

10 9.3.3 A unit member may inspect such materials in her/his personnel file, with the  
11 exception of the above specified items, during the normal business hours of the  
12 District Office at times other than when the unit member is required to render  
13 service. Such inspection shall take place under the supervision of a District  
14 administrator or designee.

15 9.3.4 No materials of a derogatory nature, except the above specified items, may be  
16 placed in a unit member's personnel file without allowing the unit member an  
17 opportunity to review and comment thereon. A unit member shall have the  
18 right to enter, and have attached to any such derogatory statement, her/his own  
19 comments thereon. The review and comment upon materials of a derogatory  
20 nature shall take place at a time when the unit member can be spared from  
21 duty as determined by the supervisor. The unit member shall submit a request  
22 in advance to the supervisor to leave the normal place of work during assigned  
23 duty times for such review and comment.

1 **ARTICLE X**

2 **COMPLAINT PROCEDURE**

3 The appropriate processing of complaints concerning unit members shall be from the  
4 complainant to the unit member to the unit member's Principal to the Superintendent to the  
5 Governing Board.

6 **10.1 Informal Complaint**

7 10.1.1 If the Superintendent or the unit member's Principal receives an oral complaint,  
8 they may exercise their discretion whether or not to direct the complainant to  
9 meet with the unit member to discuss the complaint. However, the Principal  
10 should inform the unit member of the complaint.

11 10.1.2 This complaint procedure does not apply to a complaint made by one employee of  
12 the District against another employee of the District. Such complaints shall be  
13 resolved as determined by the Superintendent or designee. Complaints presented  
14 to the Governing Board must be submitted in writing.

15 **10.2 Formal Complaint**

16 **10.2.1 Level I**

17 Upon receipt of a written complaint, the Superintendent or the unit  
18 member's Principal shall give a copy of the written complaint to the unit member  
19 and shall direct to meet with the unit member if they have not already met.

20 Efforts shall be made to achieve early resolution of the complaint. The  
21 complainant may decline to meet with the unit member. The unit member may  
22 decline to meet with the complainant. If a meeting is held, then the unit  
23 member's Principal or designee shall facilitate the meeting in an attempt to

1 resolve the complaint.

2 An Association representative may also be present at the meeting .

3 **10.2.2 Level II**

4 If the complaint is not resolved at Level I, or if the complainant or the unit  
5 member refuses to meet at Level I, then the Superintendent shall attempt to meet  
6 with the parties and resolve the complaint.

7 **10.2.3 Level III**

8 If the complaint is not resolved at Level II, then if the complainant desires to have  
9 the complaint heard by the Governing Board, he/she shall so advise the  
10 Superintendent in writing, and the Superintendent shall provide a copy of the  
11 written complaint to the Board of Trustees.

12 **10.2.3.1** The unit member shall be given notification of the time, date, and place  
13 of any Board of Trustees meeting at which the Board of Trustees will  
14 hear the complaint. The complaint shall be heard by the Board of  
15 Trustees within sixty (60) days. The unit member shall have the right to  
16 be represented at the meeting.

17 **10.3** If a unit member challenges the truth of the allegations contained in the complaint, he/she  
18 may file a rebuttal on that basis. The failure of a unit member to file a rebuttal shall not  
19 be construed as an admission that the allegations in the complaint are true.

20 **10.4** The written complaint shall not be placed in the personnel file if it is withdrawn, resolved  
21 in favor of the employee, or determined to be false.

1 **ARTICLE XI.**

2 **GRIEVANCE**

3 **11.1 Definitions**

4 **11.1.1 Grievance**

5 A “grievance” is a formal written allegation by a grievant, that the grievant, has  
6 been adversely affected by a violation of the specific provisions of this  
7 Agreement.

8 **11.1.2 Grievant**

9 A “grievant” may be the Association or any member of the bargaining unit  
10 covered by the terms of this Agreement.

11 **11.1.3 Day**

12 A “day” is a regular school day.

13 **11.1.4 Immediate Supervisor**

14 The “immediate supervisor” is the lowest level administrator having immediate  
15 jurisdiction over the grievant who has been designated by the District to adjust  
16 grievances.

17 **11.2 Informal Level**

18 Before filing a formal written grievance, the grievant shall attempt to resolve it by an  
19 informal conference with the immediate supervisor or designee.

1 11.3 **Formal Level**

2 11.3.1 **Level I**

3 11.3.1.1 **Initiate Formal Grievance**

4 Within twenty (20) days after the occurrence of the act or omission  
5 giving rise to the grievance or of when the grievant knew, or should  
6 have reasonably known, of such occurrence, the grievant must present  
7 the grievance in writing to the immediate supervisor. The District shall  
8 provide a copy of this grievance to the Association.

9 11.3.1.2 **Statement of the Grievance**

10 This statement of the grievance shall be clear and concise, citing the  
11 specific section of the contract alleged to have been violated, the  
12 circumstances involved, the decision rendered at the informal  
13 conference, and the specific remedy sought.

14 11.3.1.3 **Response to Grievance**

15 The Supervisor shall communicate the decision to the grievant in  
16 writing ten (10) days after receiving the grievance. If the Supervisor  
17 does not respond within the time limits, the grievant may appeal to the  
18 next level.

19 11.3.1.4 **Personal Conference**

20 Within the above time limits, either the grievant or the supervisor may  
21 request a personal conference with the other party.

1           **11.3.2 Level II**

2                   **11.3.2.1 Appeal Decision at Level I**

3                   If the grievant is not satisfied with the decision at Level I, they may,  
4                   within ten (10) days, appeal the decision to the Superintendent or  
5                   designee. This statement shall include a copy of the original grievance,  
6                   the decision rendered at Level I, and a clear, concise statement of the  
7                   reason for the appeal. The Superintendent/designee shall meet with the  
8                   grievant for clarification and possible solutions.

9                   **11.3.2.2 Superintendent/Designee's Decision**

10                  The Superintendent or designee shall communicate his/her decision to  
11                  the grievant within ten (10) days. If the Superintendent or designee  
12                  does not respond within the time limits provided, the grievant may  
13                  appeal to the next level.

14                  **11.3.2.3 Superintendent as Immediate Supervisor**

15                  In the event that the Superintendent is the immediate supervisor who  
16                  processed the grievance at Level I, this level shall be bypassed.

17           **11.3.3 Level III, Mediation**

18                   **11.3.3.1 Request for Mediation**

19                  In the event that the grievant is not satisfied with the decision at Level  
20                  II, they, within five (5) days, may request in writing that the Association  
21                  submit the matter to mediation. Within five (5) days of the request of  
22                  the grievant, the Association may notify the Superintendent in writing

1 of a request for the services of a State mediator. The district shall then  
2 contact the California State Mediation and Conciliation Service within  
3 ten (10) days and request that a mediator be provided.

4 **11.3.3.2 Mediation**

5 At the onset of mediation sessions, the mediator shall be presented with  
6 positions of both parties and shall attempt to mediate the disagreement.

7 **11.3.3.3 Mutual Agreement**

8 The parties shall attempt to reach agreement through mediation within  
9 fifteen (15) days. If mutual agreement by the parties is reached, that  
10 agreement shall be reduced to writing and signed as final and binding.

11 **11.3.3.4 Fees and Expenses**

12 The fees and expenses of the mediator shall be borne equally by the  
13 District and the Association. All other expenses shall be borne by the  
14 party incurring them.

15 **11.3.4 Level IV, Arbitration**

16 **11.3.4.1 When to Arbitrate**

17 In the event that no agreement is reached at Level III, the grievant,  
18 within ten (10) days, may request in writing that the Association submit  
19 the grievance to arbitration.

20 **11.3.4.2 Submitting Grievance to Arbitration**

21 Only the Association, by written notice to the Superintendent or  
22 designee within ten (10) days of the above request of the grievant, may

1 submit the grievance to arbitration.

2 **11.3.4.3 Selection of Arbitrator**

3 The Association and the District shall, by mutual agreement, select an  
4 arbitrator. If no agreement can be reached within five (5) days of the  
5 above request of the Association, the parties shall request the California  
6 State Conciliation Service to supply a list of five (5) names of persons  
7 experienced in hearing grievances in California public schools. Each  
8 party shall alternately strike a name until only one name remains. The  
9 order of striking shall be determined by lot.

10 **11.3.4.4 Arbitrator's Function**

11 In each dispute, the arbitrator shall, as soon as possible, hear evidence  
12 and render a decision on the issue(s) submitted. If the parties cannot  
13 agree upon a submission agreement, the arbitrator shall determine the  
14 issue(s) by discussion with the answers thereto at each step.

15 **11.3.4.5 Arbitrability of a Grievance**

16 If any question arises regarding the arbitrability of a grievance, the  
17 arbitrator shall make a determination on this issue prior to hearing the  
18 merits of the grievance unless they determine otherwise.

19 **11.3.4.6 Arbitrator's Finding/Award**

20 After the hearing and after both parties have been given an opportunity  
21 to make arguments, the arbitrator shall submit his/her findings and award  
22 to both parties. The findings and award of the arbitrator shall be final

1                   and binding.

2                   **11.3.4.7 Limited Power of the Arbitrator**

3                   The arbitrator shall have no power to add to, subtract from, or modify  
4                   the terms of this Agreement, nor shall the arbitrator be empowered to  
5                   render a decision on issue(s) not before the arbitrator. The authority of  
6                   the arbitrator to award back pay shall be limited by applicable  
7                   provisions of the law. The arbitrator shall also be without power or  
8                   authority to make any decision which requires the commission of any  
9                   act prohibited by law.

10                  **11.3.4.8 Fees and Expenses**

11                  The fees and expenses of the arbitrator shall be borne equally by the  
12                  District and the Association. Concerning transcripts, the cost shall be  
13                  borne equally by the parties if the transcript is requested by both parties  
14                  or the arbitrator. If the transcript is requested by only one party, that  
15                  party shall incur the expense. All other expenses shall be borne by the  
16                  party incurring them.

17                  **11.4 General Provisions**

18                  **11.4.1 Failure to Meet Time Limits**

19                  A bargaining unit member who fails to comply with the time limit specified in  
20                  Section 3.3 will forfeit all right to the application of the grievance procedure for  
21                  the alleged contract violation.

1           **11.4.2 Appeal and Time Limits**

2           A decision rendered at any step in these procedures becomes final unless  
3           appealed within the time limits specified.

4           **11.4.3 Modify Time Limits**

5           Time limits given in these procedures may be modified by written agreement  
6           of the parties involved.

7           **11.4.4 Grievances Without Association Intervention**

8           Any employee may present grievances in accordance with this Article without  
9           intervention of the Association so long as the adjustment is not inconsistent  
10          with the terms of this Agreement. The District shall not agree to the final  
11          resolution of the grievance until the Association has been given an  
12          opportunity to file a response.

13          **11.4.5 Grievant Representation**

14          The grievant shall be present at all stages of the grievance procedures. The  
15          grievant has the right of representation by the Association at all levels of the  
16          grievance procedure.

1 **ARTICLE XII.**

2 **TRANSFER AND REASSIGNMENT**

3 **12.1 General Provisions**

4 12.1.1 In accordance with Education Code Section 35035, the Superintendent may  
5 transfer unit members within the District, limited only by the express procedures  
6 contained in this Article.

7 12.1.2 In making transfers, the District shall consider such educationally related criteria  
8 as a unit member’s relevant work experience, credentials, educational training,  
9 length of District service, and established duties, as well as educational needs and  
10 requirements of the vacant position.

11 **12.2 Definitions**

12 **12.2.1 Vacancy**

13 A “vacancy” is a position, as determined by the District, that is not filled after  
14 reassignments and/or transfers of current unit members.

15 **12.2.2 Reassignment**

16 A “reassignment” is a change of assignment within a given school.

17 **12.2.3 Transfer**

18 A “transfer” is the movement of a unit member from one school to another within  
19 the District.

20 **12.3 Voluntary Transfer**

21 **12.3.1 Request for Transfer**

22 A unit member may submit a request for transfer to the District at any time,  
23 whether or not a vacancy exists. A unit member may also submit a request for a

1 transfer subsequent to the posting of a vacancy pursuant to the procedure of this  
2 section.

3 **12.3.2 Application for Vacancy**

4 If a unit member already has a transfer application on file, it is not necessary to  
5 make further application in order to be considered for any vacancies for which the  
6 unit member may have applied.

7 **12.3.3 Rejections**

8 The District shall, upon request of the unit member, provide in writing the reasons  
9 for not being selected for the vacancy.

10 **12.4 Involuntary Transfer**

11 12.4.1 The District shall seek volunteers prior to making any involuntary transfer, but  
12 shall not be held to transferring volunteers if this is not in the best interest of  
13 the District.

14 **12.4.2 Notification of Transfer**

15 A unit member who does not request a transfer may not be transferred until given  
16 an opportunity (a written communication or a telephone call if the employee is not  
17 available) for a meeting with the Superintendent to discuss the reasons for the  
18 transfer.

19 12.4.2.1 Upon request of the employee, the reasons shall be given in writing.

20 12.4.2.2 The employee shall also be given an opportunity to be considered for  
21 other vacancies which are available at the time of the impending  
22 transfer.  
23

1           **12.4.3 Transfer Deadline**

2           All such transfers shall be completed by the last day of each school year. In the  
3           event of an occurrence after this date, such as a death, resignation, leave of  
4           absence, change in enrollment, or other unforeseen emergencies, transfers may be  
5           made or changed by the District.

6           **12.4.4 Transfer After School Begins**

7           In the event of an involuntary transfer which is made after the beginning of school  
8           or within three (3) weeks of the beginning of school, a unit member shall be  
9           allowed two (2) days of released time for preparation prior to the effective date of  
10          the transfer. The District shall also provide assistance in moving the employee's  
11          materials.

12   **12.5 Reassignment**

13          **12.5.1 Apply for Reassignment**

14          Teachers who wish to be considered for reassignment may at any time file a  
15          written request with the Principal/District. The Principal shall consider such  
16          requests in making any reassignments.

17          **12.5.2 Class Assignment – Deadline**

18          A teacher shall be given his/her tentative class assignments for the following year  
19          by the last day of each school year. In the event that assignments are  
20          subsequently changed, a teacher shall be notified as soon as practicable, and given  
21          an opportunity (written communication or telephone call if employee is not  
22          available) for a meeting with the Principal or designee to discuss the  
23          reassignment.

1           **12.5.3 Condition of Reassignment**

2           Reassignment shall not be made without giving the employee an opportunity to  
3           consult with the Principal or designee. Upon the request of the employee, the  
4           reasons for such assignment shall be given in writing.

5           **12.5.4 Reassignment Prep Time**

6           A teacher who is reassigned, within the three (3) weeks prior to school or after the  
7           start of school, to a change in assignment, shall be granted, upon request, up to  
8           two (2) days of released time for preparation.

9           12.5.4.1 Such preparation time shall be scheduled by the Principal contingent  
10           upon securing a substitute.

11



1 **ARTICLE XIII.**

2 **POSTING OF JOB VACANCIES**

3 13.1 The District shall post on the bulletin board in the District Office and at a designated  
4 location at each site, vacancies for bargaining unit positions. For vacancies which occur  
5 during the summer recess, the District shall distribute job vacancy announcements to  
6 each unit member. It is the responsibility of the unit member to inform the District, in  
7 writing, of the unit member's correct mailing address.

8 13.2 Each vacancy announcement shall remain posted for a period of at least seven (7)  
9 calendar days, during which time bargaining unit members may apply. Such posting  
10 shall include pertinent information about the vacancy and the deadline for submitting  
11 requests for consideration.

12 13.3 Unit members may submit to the District Office a written request on the appropriate  
13 District form for consideration for each such vacancy.

14 13.4 The District shall inform all unit members submitting requests for consideration for a  
15 vacancy of the disposition of their request.

16 13.5 If a unit member's request to fill a vacancy is not granted, the unit member shall be  
17 entitled to a meeting with the District Superintendent or designee to discuss the reason  
18 why the request was not granted.

19 13.6 *The assigned K-6 classroom teacher shall have first opportunity to be the home/hospital*  
20 *teacher for a student in their classroom who has a need for a home/hospital teacher. If the*  
21 *classroom teacher does not accept the assignment, then it will be assigned to the district*  
22 *home/hospital teacher. The home/hospital teacher stipend position will be posted annually.*  
23 *Unit members shall be given first consideration for the home/hospital teacher stipend*  
24 *position.*

1 **ARTICLE XIV.**

2 **EARLY RETIREMENT INCENTIVE**

3 14.1 **Qualifications for the Program**

4 Unit members are eligible if they have performed service in a position, in the unit, in the  
5 District,( including all component districts) for a minimum of twenty (20) consecutive  
6 school years (excluding authorized leave of absence). This program will be available  
7 from the 2007-08 school year through the 2009-10 school year.

8 14.1.1 Be at least 55 years of age

9 14.1.2 Retire from the District under either the State Teacher's Retirement System or the  
10 Public Employee's Retirement System

11 14.1.3 Participation in this program is limited to four (4) unit members per year. In the  
12 event that more than four members apply, the date and time that the application is  
13 hand delivered to the Superintendent (or designee) will determine which members  
14 will be eligible.

15 14.2 **Application Process**

16 14.2.1 Persons meeting all of the above qualifications may apply for participation in the  
17 program. Applications shall be submitted, on the District form to the  
18 Superintendent (or designee), by hand, between July 1 and October 1 of the  
19 school year of the unit member's retirement. For the 2007-08 school year only,  
20 applications will be received from January 7 through January 31, 2008.

1 14.3 **Payment Options**

2 The amount to be paid is fifteen thousand dollars (\$15,000). At the time of the  
3 application, the unit member must choose a one-time lump sum payment paid in July or  
4 January after retirement.



1 **ARTICLE XV.**

2 **SUPPORT OF AGREEMENT**

3 The District and the Association agree that it is to their mutual benefit to encourage the  
4 resolution of differences through the meeting and negotiation process. Therefore, it is agreed  
5 that the Association will not appear before any public bodies to seek changes or improvements in  
6 any matter subject to the meeting and negotiation process except by mutual agreement of the  
7 District and the Association.



1 **ARTICLE XVI.**

2 **EFFECT OF AGREEMENT**

3 It is understood and agreed that specific provisions contained in this Agreement shall prevail  
4 over District practices and procedures to the extent permitted by State law and that in the absence  
5 of specific provisions in this Agreement such practices and procedures are discretionary.



1 **ARTICLE XVII.**

2 **SAVINGS**

3 17.1 In the event that any rule, regulation, statute or law, enacted or adopted by the Federal or  
4 State legislature or any final decision of the Public Employment Relations Board or final  
5 decision of a court affects, modifies, declares invalid, adds to or subtracts from the  
6 provisions of this Agreement, the parties shall meet and negotiate the affect and impact.

7 17.2 In the event that the economic benefits (such as insurance, holidays, vacation, leaves,  
8 hours, compensation, or others) provided to unit members, or other matters within the  
9 scope of negotiations, are changed by statute, law or regulation of the State or Federal  
10 Government, the parties shall meet and negotiate the resolution and impact thereof.

11 17.3 If any provision of this Agreement is held to be contrary to law by any agency or power  
12 having jurisdiction over the parties, such provision shall be deemed invalid and subsisting  
13 except the extent permitted by law, but all other provisions shall continue and will be  
14 applied in full force and effect.

15 17.4 In the event that a provision of this Agreement is held to be invalid, either party may  
16 reopen negotiations concerning a valid successor provision by notifying the other party.

1 **ARTICLE XVIII.**

2 **EMERGENCY PROVISION**

3 The District retains its rights to amend, modify or rescind policies, practices and provisions  
4 referred to herein in this Agreement in the event of an emergency. However, the District will  
5 enter into conversation with the Association in an effort to mutually resolve an emergency. An  
6 "emergency" is defined as a natural or man-made disaster, act of God, decrease in funding by  
7 more than ~~5%~~ 10% over the prior year, unexpected weather or damage or threat to District  
8 facilities, war, fire, or other serious occurrence beyond the control of the District. Issues arising  
9 out of the exercise of the provisions of this article, including the facts underlying such exercise,  
10 shall be expressly excluded from the article entitled "Grievance" contained in this Agreement.

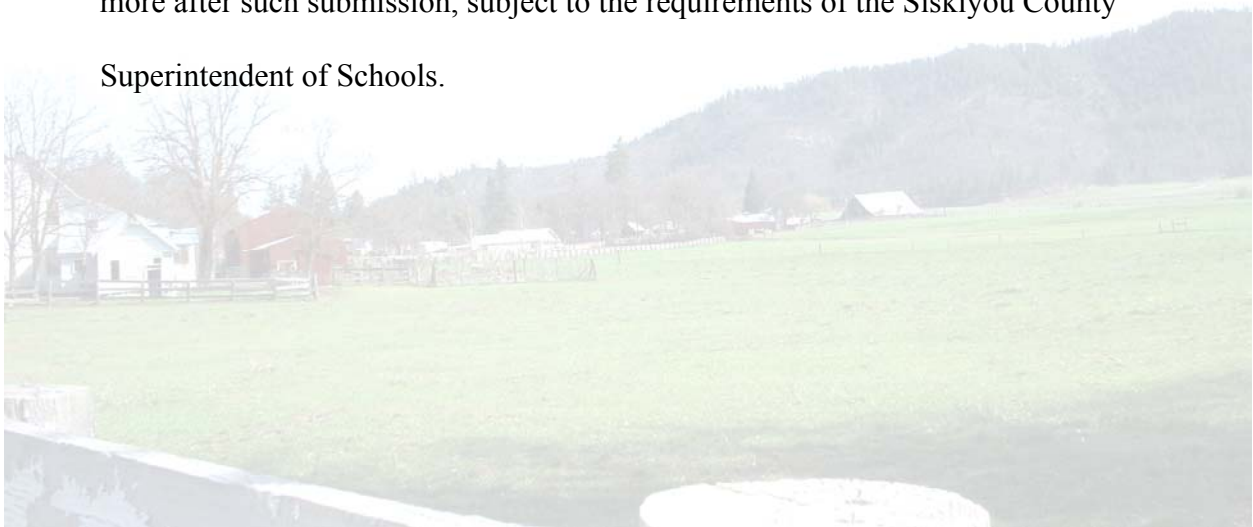


1 **ARTICLE XIX.**

2 **PAYROLL DEDUCTIONS FOR ASSOCIATION DUES**

3 The District shall deduct from the pay of Association members and pay to the  
4 Association the normal and regular monthly Association membership dues, as voluntarily  
5 authorized in writing by the unit member, on the District form, subject to the following  
6 conditions:

- 7 1. Such deduction shall be made only upon submission of the District form to the designated  
8 representative of the District duly completed and executed by the unit member.
- 9 2. The District shall not be obligated to put into effect any new or discontinued deductions  
10 pursuant to the terms of this Article until the pay period commencing fifteen (15) days or  
11 more after such submission, subject to the requirements of the Siskiyou County  
12 Superintendent of Schools.



1 **ARTICLE XX.**

2 **SHARED CONTRACTS**

3 20.1 *The primary criteria for approving shared contracts shall be successfully meeting the*  
4 *educational needs of students and ensuring the other provisions of BP 4113 are met.*

5 20.2 *Requests for shared contracts shall be made through the site administrator to the*  
6 *Superintendent by February 1 of the school year preceding the school year in which the*  
7 *partial assignment is desired.*

8 20.3 *Unit members desiring a shared contract shall apply for a partial leave of absence for*  
9 *the portion of the contract they wish to vacate.*

10 20.4 *Request for partial contracts shall be approved by the site administrator, superintendent,*  
11 *and the Board and will be conditioned upon filling the remainder of the position if a full-*  
12 *time equivalent position is needed by the District. The proposed division of the contract*  
13 *must be approved by the site administrator who shall then make his/her recommendation*  
14 *to the Superintendent. The employee shall be notified by May 15 if the shared contract is*  
15 *approved.*

16 20.5 *Unit members who were full-time prior to a shared contract will maintain their seniority*  
17 *at the end of the shared contract.*

18 20.6 **Renewal of Shared Contracts**

19 20.6.1 *All partial leaves of absence shall be considered as one year positions with no*  
20 *automatic right to an extension. Both the site administrator and the*  
21 *Superintendent shall have full discretion to decline to extend the leave.*

22 20.6.2 *By February 1 of the year in which the shared contract occurs, the teacher(s)*  
23 *shall notify the site administrator and the Superintendent in writing if they wish to*

1                    *apply for an extension of the agreement.*

2                    *20.6.3 Such extensions shall be considered on a case-by-case basis and are not*

3                    *automatically renewed.*



1 **ARTICLE XXI.**

2 **SIGNATURE**

3

4 This agreement is entered into by and between the Scott Valley Unified School District (District)  
5 and the Scott Valley Teachers (Association) and is effective July 1, 2007-June 30, 2010.

6

7 IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of  
8 \_\_\_\_\_, 2007.

9

10 Scott Valley Unified School District

Scott Valley Teachers Association

11

12 \_\_\_\_\_

\_\_\_\_\_

13 President

President

14

15 \_\_\_\_\_

\_\_\_\_\_

16 Board Clerk

Negotiator

17

18

19 Negotiator

1 **APPENDIX A -- SALARY SCHEDULE**

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

**Certificated**

2010-2011 and 2011-2012 Salary Schedule

Effective July 1, 2010 through June 30, 2012

**Attachment A-1**

<b>Step</b>	<b>Range 1</b> <b>BA/BS</b>  Intern, Waiver, or Emerg.	<b>Range 2</b> <b>BA/BS + 30</b>  sem units Preliminary or Clear Cred.	<b>Range 3</b> <b>BA/BS + 45</b>  sem units Preliminary or Clear Cred.	<b>Range 4</b> <b>BA/BS + 60</b>  sem units Preliminary or Clear Cred.	<b>Range 5</b> <b>BA/BS + 75</b> sem units or MA/MS Preliminary or Clear Cred.
1	\$28,090	\$38,200	\$39,886	\$41,573	\$43,258
2		\$38,427	\$40,448	\$42,622	\$44,309
3		\$38,651	\$41,011	\$43,673	\$45,359
4		\$38,877	\$41,573	\$44,723	\$46,409
5		\$39,100	\$42,135	\$45,775	\$47,415
6			\$42,696	\$46,825	\$48,512
7			\$43,258	\$47,875	\$49,561
8			\$43,821	\$48,926	\$50,611
9			\$44,382	\$49,978	\$51,663
10		step 11 see below	\$44,943	\$51,026	\$52,713
11		\$41,494		\$52,078	\$53,764
12				\$53,129	\$54,813
13				\$54,180	\$55,866
14				\$55,229	\$56,916
15				\$56,280	\$57,966
20				\$57,333	\$59,015
25					\$60,068
28					\$60,778
30					\$61,721

**NOTE:**

1. The normal work day for a classroom teacher is 7 hours per day.
2. This salary schedule is based upon a 179 day work year,  
which includes 2 seven-hour professional development days.
3. The Health Insurance CAP is \$8,000.00
4. Only one current employee as of 04/29/09 will ever be on range 2 step 11, step eliminated when employee moves over or leaves dist.

Board Approved: April 21, 2010

1 APPENDIX A

2 SALARY SCHEDULE

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

Certificated Blended Salary Schedule

2009-2010

Effective July 1, 2010

1.03

Step	Range 1	Daily Rate	Range 2	Daily Rate	Range 3	Daily Rate	Range 4	Daily Rate	Range 5	Daily Rate
	BA/BS Intern, Waiver, or Emerg.		BA/BS + 30 sem units Preliminary or Clear Cred.		BA/BS + 45 sem units Preliminary or Clear Cred.		BA/BS + 60 sem units Preliminary or Clear Cred.		BA/BS + 75 sem units or MA/MS Preliminary or Clear Cred.	
1	\$28,870	156.05	<b>\$39,262</b>	\$212.22	\$40,994	\$221.59	\$42,727	\$230.96	\$44,460	\$240.32
2			\$39,494	\$213.48	\$41,572	\$224.71	\$43,806	\$236.79	\$45,539	\$246.16
3			\$39,725	\$214.73	\$42,151	\$227.84	\$44,886	\$242.63	\$46,619	\$251.99
4			\$39,957	\$215.98	\$42,727	\$230.96	\$45,966	\$248.46	\$47,698	\$257.83
5			\$40,186	\$217.22	<b>\$43,305</b>	\$234.08	\$47,046	\$254.30	\$48,732	\$263.42
6					\$43,882	\$237.20	\$48,126	\$260.14	\$49,859	\$269.51
7					\$44,460	\$240.32	\$49,205	\$265.97	\$50,938	\$275.34
8					\$45,038	\$243.45	\$50,285	\$271.81	\$52,017	\$281.17
9					\$45,615	\$246.57	\$51,366	\$277.65	\$53,099	\$287.02
10			Step 11 see below		\$46,191	\$249.68	<b>\$52,443</b>	\$283.48	\$54,177	\$292.85
11			\$42,646	\$230.52			\$53,525	\$289.32	\$55,257	\$298.69
12							\$54,604	\$295.16	\$56,336	\$304.52
13							\$55,685	\$301.00	\$57,417	\$310.36
14							\$56,763	\$306.83	\$58,497	\$316.20
15							\$57,844	\$312.67	<b>\$59,576</b>	\$322.03
20							<b>\$58,925</b>	\$318.51	\$60,655	\$327.86
25									\$61,736	\$333.71
28									<b>\$62,466</b>	\$337.66
30									\$63,436	\$342.90

**NOTE:**

1. The normal work day for a classroom teacher is 7 hours per day.
  2. This salary schedule is based upon a 185 day work year,  
which includes 3 seven-hour professional development days.
  3. The Health Insurance CAP will be \$8,000.00
  4. Only one current employee as of 04/29/09 will ever be on range 2 step 11, step 11 eliminated when employee moves over or leaves dist.
- Board Approved – 06-16-09

1 **APPENDIX B Page 1 of 2**

2 **EXTRA DUTY STIPENDS**

**Academic and Athletic Supplemental Salary Schedule**

<p><b>Class "A"</b>          Activities Director (EHS)          Athletic Director (EHS)</p>	<p><b>Class "F"</b>          Teacher in Charge (TIC)          Soccer, assistant coach (EHS)          Split Class</p>
<p><b>Class "B"</b>          Basketball, head coach (EHS)          Drama (EHS)          Football, head coach (EHS)          Journalism (EHS)          Yearbook (EHS)</p>	<p><b>Class "G"</b>          Music Director (EHS)          Yearbook (SVJH)</p>
<p><b>Class "C"</b>          Baseball, head coach (EHS)          Senior Project, head coach (EHS)          Ski, head coach (EHS)          Softball, head coach (EHS)          Tennis, head coach (EHS)          Track, head coach (EHS)          Volleyball, head coach (EHS)          Wrestling, head coach (EHS)</p>	<p><b>Class "H"</b>          Basketball, head coach (SVJH)          Drama (SVJH)          Music Director (SVJH)</p>
<p><b>Class "D"</b>          Basketball, assistant coach (EHS)          Football, assistant coach (EHS)</p>	<p><b>Class "I"</b>          Class Advisor          Track, head coach (SVJH)          Volleyball, head coach (SVJH)          Wrestling, head coach (SVJH)          Elementary school head coach</p>
<p><b>Class "E"</b>          Activities Director (SVJH)          Athletic Director (SVJH)          Baseball, assistant coach (EHS)          Cheerleader/Pep Squad, head coach (EHS)          Cross Country, head coach (EHS)          GATE (EES, EHS, FJES, &amp; QVE/SVJH)            Golf (EHS)          Senior Project, assistant coach (EHS)          Soccer, head coach (EHS)          Softball, assistant coach (EHS)          Tennis, assistant coach (EHS)          Track, assistant coach (EHS)          Volleyball, assistant coach (EHS)</p>	<p><b>Class "J"</b>          AP Coordinator          Cheerleader/Pep Squad, head coach (SVJH)          Spanish Trip Advisor (EHS)          Event Coordinator, i.e.              history day, outdoor school              ski trip, talent show</p>

1 **APPENDIX B Page 2 of 2**

2 **EXTRA DUTY STIPENDS**

**Academic and Athletic Supplemental Salary Schedule  
2007-08**

<b>Supplemental Pay Rates</b>			
<b>Class</b>	<b>Amount</b>	<b>Longevity</b>	<b>Longevity</b>
		<b>After 2 years *</b> 3%	<b>After 5 years **</b> 6%
Class "A"	\$3,001	\$3,091	\$3,181
Class "B"	\$2,110	\$2,173	\$2,237
Class "C"	\$1,842	\$1,897	\$1,952
Class "D"	\$1,689	\$1,740	\$1,790
Class "E"	\$1,488	\$1,533	\$1,578
Class "F"	\$1,190	\$1,226	\$1,261
Class "G"	\$890	\$917	\$944
Class "H"	\$759	\$781	\$804
Class "I"	\$632	\$651	\$670
Class "J"	\$434	\$447	\$460

\* Paid on year 3 and subsequent years  
\*\* Paid on year 6 and subsequent years

<b>Standard Extra Service Rate</b>	<b>30.00</b>
Adult Education Instructor	
After-School Tutor	
Detention	
Home Hospital Instructor	
Senior Project Readers (6)	
Stephen Meek Independent Study Instructor	
The standard extra service rate applies to the above positions as well as similar jobs.	

Summer High School Ag Stipend \$5,197

Summer School Teacher - 4 hours teaching and  
1 hour preparation per day at the hourly rate of  
Range 2, Step 1 of the salary schedule

3