

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

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

JULY 1, 2007 – JUNE 30, 2010

CTA Ratified: November 1, 2007

Board Ratified: November 5, 2007

1 **TABLE OF CONTENTS**

2

3 **ARTICLE** **PAGE**

4

5 ARTICLE I AGREEMENT 3

6

7 ARTICLE II TERM 4

8

9 ARTICLE III RECOGNITION 5

10

11 ARTICLE IV ASSOCIATION RIGHTS..... 6

12

13 ARTICLE V DISTRICT RIGHTS 7

14

15 ARTICLE VI HOURS OF EMPLOYMENT 8

16

17 ARTICLE VII LEAVES 11

18

19 ARTICLE VIII COMPENSATION 25

20

21 ARTICLE IX EVALUATION AND PERSONNEL FILES 32

22

23 ARTICLE X COMPLAINT PROCEDURE..... 35

24

25 ARTICLE XI GRIEVANCE 37

26

27 ARTICLE XII TRANSFER & REASSIGNMENT 44

28

29 ARTICLE XIII POSTING OF JOB VACANCIES..... 48

30

31 ARTICLE XIV EARLY RETIREMENT INCENTIVE..... 49

32

33 ARTICLE XV SUPPORT OF AGREEMENT 51

34

35 ARTICLE XVI EFFECT OF AGREEMENT 52

36

37 ARTICLE XVII SAVINGS 53

38

39 ARTICLE XVIII EMERGENCY PROVISION 54

40

41 ARTICLE XIX PAYROLL DEDUCTIONS FOR ASSOCIATION DUES 55

42

43 ARTICLE XX SIGNATURE..... 56

44

45 APPENDIX A SALARY SCHEDULE..... 57

46

47 APPENDIX B EXTRA DUTY STIPENDS..... 58

48

49 APPENDIX C DISCRETIONARY INCENTIVE DAYS CHART..... 60

50

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10 superseded and replaced in all respects by this agreement.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

5 This completes negotiations on all the topics within the scope of negotiation for the 2007-2008
6 school year. All topics not included herein are deemed withdrawn. Neither party is required to
7 negotiate further on any topic within the scope of negotiation for the 2007-2008 school year
8 except by mutual written agreement.

9

10 Either party may reopen negotiations for the 2008-2009 school year on Article VIII
11 Compensation and two (2) additional articles within the scope of negotiation by giving written
12 notice to the other party no later than April 15, 2008.

13

14 Either party may reopen negotiations for the 2009-2010 school year on any two (2) subjects or
15 articles within the scope of negotiation by giving written notice to the other party no later than
16 April 15, 2009.

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 1st 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 **Substituting**

12 Employees may be assigned to substitute during their preparation period. Such
13 assignments will be made so that the amount assigned any unit member in the school
14 does not exceed the amount assigned other unit members in a given year. However, it is
15 recognized that a reasonable variation in the amount of such assignments between unit
16 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 two (2) 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 7.7.2 Discretionary leave may only be used as full day and half day absences.

21 7.7.2.1 2007-08 All unit members will be granted 4 discretionary days

22 7.7.2.2 2008-09 All unit members will be granted 3 discretionary days

23 7.7.2.3 2009-10 All unit members will be granted 2 discretionary days

1 **7.7.3 Discretionary Incentive Days**

2 See Appendix C for a usage chart.

3 **7.7.3.1** Of the ten (10) sick leave days credited each year, any days remaining at
4 the end of the school year, shall be multiplied by the factor of 0.2 to
5 determine the carry-over balance for the next year's award of discretionary
6 incentive days. When computing the amount of the carry-over balance,
7 7.50 – 10 sick leave days will convert to 2 discretionary days, 2.50 – 7.49
8 sick leave days will convert to 1 discretionary day, and sick leave
9 remaining under 2.49 days will not be awarded any additional
10 discretionary incentive days for the next year.

11 **7.7.3.2** Discretionary incentive days may accumulate up to five (5) days. Use of
12 discretionary incentive days is limited to two (2) consecutive days at any
13 one time.

14 **7.7.3.3** Any amount in excess of five (5) discretionary days will be credited to
15 sick leave.

16 **7.7.3.4** Upon termination or retirement, any accumulated discretionary incentive
17 days shall be credited to sick leave.

18
19 **7.8 Covered Leave**

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

1 approval of the Site Principal.

2 **7.9 Bereavement Leave**

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

6 7.9.2 If travel out of state or more than two hundred fifty (250) miles one way is
7 required, a unit member shall be entitled to a maximum of two (2) additional days
8 paid Bereavement Leave.

9 **7.10 Notification of Family Care and Medical Leave (FMLA)**

10 This notification is provided to unit members. This Section 7.9 is not subject to the
11 article entitled Grievance in this agreement. This information is provided for notification
12 purposes only. Unit members may be eligible for unpaid leave under the Family Medical
13 Leave Act and/or the California Family Rights Act. Unit members are requested to
14 consult with an Association representative or the District administration for further
15 particulars on this topic.

16 **7.11 Jury Duty Leave**

17 A unit member is entitled to a leave to appear for trial jury duty. A unit member shall
18 receive his/her regular pay. A unit member shall endorse over in favor of the District all
19 compensation received for trial jury duty except travel and meal expenses. In the event a
20 unit member is released from trial jury duty and is able to return to work (including
21 reasonable travel time from the court to the work site) prior to one o'clock (1:00 p.m.),
22 the unit member shall return to work. Unless excused by the unit member's supervisor,
23 the unit member shall report to work prior to trial jury duty. A unit member is not

1 entitled to leave for service on a grand jury.

2 **7.12 Catastrophic Sick Leave**

3 7.12.1 Certificated employees who suffer a catastrophic injury/illness, which results in
4 the bargaining unit member using all available paid leaves, shall become eligible
5 to use this catastrophic sick leave plan, subject to the restrictions and conditions in
6 these rules:

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

14 (b) The employee who is, or whose family member is, suffering from a
15 catastrophic illness or injury must submit a request in writing on forms
16 provided for donated Catastrophic Leave. The Committee must determine
17 that the unit member is unable to work because of the unit member's personal
18 or family catastrophic illness after adequate proof of illness has been provided
19 in accordance with E.C. 44043.5, to include but not be limited to a doctor's
20 verification of illness and declaration of compliance with the requirements of
21 this leave. Falsification of leave verification will be grounds for discipline.

22 (c) As soon as practical, the Catastrophic Leave Committee (composed of two (2)
23 association members and the Superintendent) will meet and determine

1 whether or not the unit member's request shall be approved. Approval must
2 be unanimous by Committee members. If the request is denied, the
3 Association President shall notify the unit member. If the request is approved,
4 the Catastrophic leave Bank will be reduced by one full day, as needed, for
5 each day awarded to the requested unit member. In no event, shall the
6 committee approve more than forty-five (45) consecutive work days at a time.

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

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

17 7.12.2.1 The Association agrees that it will not file, on its own behalf or on behalf
18 of any unit member, any grievance, claim or lawsuit of any kind related to
19 any attempt by a unit member to retrieve donated sick leave used by
20 another unit member pursuant to this provision. The Association also
21 agrees that it will not file, on its own behalf or on behalf of any unit
22 member, any grievance, claim or lawsuit of any kind which attempts to
23 challenge in any way the legality or enforcement of this provision. The

1 Association agrees to indemnify and hold harmless the District from any
2 loss or damages arising from the implementation of this provision.

3 **7.13 Association Leave**

4 7.13.1 A maximum of five (5) days per school year may be used by the Association
5 representatives without loss of pay, to be utilized for service center activities, state
6 or national conferences, workshops, or for conducting business pertinent to
7 Association affairs.

8 7.13.2 The association shall give the district at least two (2) days advance notice
9 when such leave is requested.

10 7.13.3 The Association shall reimburse the District for the actual cost of the substitute
11 hired to fulfill the duties of the unit member while on Association Leave. The
12 Association shall be responsible for paying all expenses (travel, gas, food,
13 lodging, fee for the event) for the Association representative.

14 **7.14 Other Leave Without Pay**

15 **7.14.1 Unpaid Leave**

16 Unpaid leave may be approved at the discretion of the District for reasons not
17 specified under other leave provisions in this Agreement. Unpaid leaves may be
18 granted for such reasons as study and health. Leaves shall not be granted to
19 employees for the purpose of accepting other employment.

20 7.14.1.1 Leaves of up to ten (10) working days may be approved by the
21 Superintendent or designee.

22 7.14.1.2 Requests for leaves of greater than ten (10) working days and up to one
23 school year may be approved by the Board of Trustees upon the

1 recommendation of a Leave Review Committee.

2 7.14.1.3 Requested leaves shall consider the impact on the District's
3 educational program.

4 7.14.1.4 For any leave request which is not approved by the Leave Review
5 Committee or the Board of Trustees, the employee shall be provided a
6 written statement of the reasons.

7 **7.14.1.5 Leave Review Committee**

8 This committee shall consist of one District Administrator, one member of
9 the Board of Trustees appointed by the Board, and one District certificated
10 employee appointed by the Association.

11 7.14.1.6 If an unpaid leave is for more than one calendar month, no District paid
12 health benefits will be provided unless Board approved or provided for by
13 law.

14 **7.14.2 Advance Approval**

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

19 **7.15 Unauthorized Leave**

20 It is agreed that a unit member who is absent from work, other than those days as
21 authorized by state law or this Agreement, is taking unauthorized leave. Such
22 unauthorized leave constitutes a breach of contract. For unauthorized leave, the District
23 will deduct from the unit member's next paycheck, an amount equal to the ratio of days

1 absent to the days of required service plus the prorated costs of fringe benefits.

2

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

6

7 Unauthorized absence is a breach of contract which act may also result in disciplinary
8 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 **8.6 Awarding of Unit Credit For Initial Placement & Advancement**

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

11 **8.7 Service Credit**

12 Movement on the salary schedule will only occur when an employee has accrued one (1)
13 year of credit for movement on the salary schedule. Calculations of part time
14 employment are determined as follows:

15 Calculations of part time employment for salary schedule movement shall be based on a
16 seven (7) hour work day constituting a full time day. Unit members who work less than a
17 full time day will receive credit on the salary schedule as follows:

18 8.7.1 Unit members working $5\frac{1}{4}$ (0.75 FTE) hours or more per day will receive the
19 same credit as full time employees.

20 8.7.2 Unit members working $3\frac{1}{2}$ (0.50 FTE) hours per day up to but not including $5\frac{1}{4}$
21 hours per day will receive one-half year credit for each year of service.

22 8.7.3 Unit members working $1\frac{3}{4}$ (0.25 FTE) hours per day up to but not including $3\frac{1}{2}$
23 hours per day will receive one-quarter year of credit for each year of service.

1 8.7.4 Unit members working less than 1 3/4 (0.25 FTE) hours per day will receive no
2 credit for such service.

3 **8.8 Extra Duty**

4 8.8.1 When a unit member is, at the time of initial employment, hired to perform extra-
5 duty, the unit member shall be obligated to perform such duties for at least two (2)
6 years unless the unit member is no longer assigned to or released from such extra-
7 duty assignment prior to two (2) years.

8 8.8.2 At any time, without cause, the District may terminate an extra-duty assignment
9 and pay the unit member the prorated sums earned to date.

10 8.8.3 Unit members who volunteer for extra-duty assignment shall be obligated to
11 complete that assignment for the entire year unless prevented from doing so
12 because of illness, injury or approved leaves of absence.

13 8.8.4 Unit members who volunteer for paid extra-curricular, extra-duty assignments
14 shall continue to serve in that assignment from year to year unless the unit
15 members give the District notice of their intent not to continue in said assignment
16 for the next school year. Such notice shall be delivered on or before May 1. Such
17 notice shall be in writing and addressed to the Superintendent. A unit member
18 who does not provide such a notice shall be deemed to have volunteered for
19 another one (1) year period.

20 8.8.5 Payment of stipends shall be made upon completion of the assignment and
21 submission to the District office of a stipend request form or time sheet.

22 8.8.6 The compensation for extra duty is set forth in Appendix B attached hereto.

23 8.8.7 A secondary teacher may be asked to teach a seventh period on a voluntary basis

1 at the rate of 1/6th of his/her salary, provided that (a) there is no willing part-time
2 teacher with the appropriate credentials available and (b) an attempt is made to
3 find a qualified teacher. Any earnings by a teacher due to teaching a seventh
4 period class are now subject to STRS defined benefits supplement.

5 8.8.8 A teacher who is assigned to a split class will be compensated as per Appendix B.

6 A split class is defined as a kindergarten through sixth (6th) grade teacher who
7 teaches more than one grade level for the full day's assignment or is assigned to a
8 community day school.

9 **8.8.9 Athletic Director – High School**

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

13 **8.8.10 Student Activity Director – High School**

14 When the Student Activity Director is a unit member, the high school Student
15 Activity Director shall be compensated with one (1) class period of release time
16 or a stipend as shown on Appendix B.

17 **8.9 Proper Placement**

18 It is mutually agreed that all unit members are presently properly placed on the salary
19 schedule as indicated on the salary schedule, Appendix A. Neither the Association nor
20 any unit member may contest such salary schedule placement after the execution of this
21 agreement. Unit members employed after the execution of this agreement shall be
22 informed by the District of their placement on the salary schedule and such placement is
23 deemed to be correct if the unit member does not contest the placement within 60 days

1 after the first day of paid service with the District.

2 8.10 **Insurance**

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

17 8.11 **Mileage Reimbursement**

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

22 8.12 **Lodging**

23 Unit members who are required to travel away from their regular assigned work site, and

1 as a result of work assignment, must lodge away from home will be reimbursed for actual
2 and necessary expenses as determined by the Board. If the costs exceed the rate
3 approved by the Board, they must have prior approval of the Superintendent or designee.

4 8.13 **Meals**

5 Meals will be reimbursed at the Board approved rate.

6 8.14 **Reimbursement**

7 All reimbursement claims for mileage, lodging and travel expenses shall be filed
8 monthly on District forms. Receipts are required and shall be attached. No receipts are
9 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.
17

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.

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.

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
4 after retirement, or two equal payments, one half ($\frac{1}{2}$) in July after retirement and one half
5 ($\frac{1}{2}$) the following January.



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. An "emergency" is defined as
5 a natural or man-made disaster, act of God, decrease in funding by more than 5% over the prior
6 year, unexpected weather or damage or threat to District facilities, war, fire, or other serious
7 occurrence beyond the control of the District. Issues arising out of the exercise of the provisions
8 of this article, including the facts underlying such exercise, shall be expressly excluded from the
9 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 **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 5th day of
8 Nov, 2007.

9

10 Scott Valley Unified School District


Scott Valley Teachers Association

11 
12 _____



13 President

President

14
15 

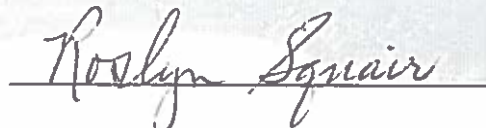


16 Board Clerk

Negotiator

17

18



19

Negotiator

1 APPENDIX A

2 SALARY SCHEDULE

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

Certificated Blended Salary Schedule

2007-2008

Effective Novemeber 1, 2007

1.03

Step	Range 1 BA/BS Interm, Waiver, or Emerg.	Daily Rate	Range 2 BA/BS + 30 sem units Preliminary or Clear Cred.	Daily Rate	Range 3 BA/BS + 45 sem units Preliminary or Clear Cred.	Daily Rate	Range 4 BA/BS + 60 sem units Preliminary or Clear Cred.	Daily Rate	Range 5 BA/BS + 75 sem units or MAVMS Preliminary or Clear Cred.	Daily Rate
1	\$28,870	156.05	\$39,262	\$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	\$43,305	\$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					\$46,191	\$249.68	\$52,443	\$283.48	\$54,177	\$292.85
11			\$42,646	\$230.52		\$250.16	\$53,525	\$289.32	\$55,257	\$298.69
12					\$46,279	\$250.16	\$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	\$59,576	\$322.03
20			\$48,310	\$261.14			\$58,925	\$318.51	\$60,655	\$327.86
25									\$61,736	\$333.71
28									\$62,466	\$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

Approved - 11/5/07

Print Date: 11/6/2007

Page 57 of 60

2 **EXTRA DUTY STIPENDS**

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

<p>Class "A" Activities Director (EHS) Athletic Director (EHS)</p>	<p>Class "F" Teacher in Charge (TIC) Soccer, assistant coach (EHS) Split Class</p>
<p>Class "B" Basketball, head coach (EHS) Drama (EHS) Football, head coach (EHS) Journalism (EHS) Yearbook (EHS)</p>	<p>Class "G" 9th Grade Activities Director (SVJH) Music Director (EHS) Yearbook (SVJH)</p>
<p>Class "C" 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>Class "H" Basketball, head coach (SVJH) Drama (SVJH) Music Director (SVJH)</p>
<p>Class "D" Basketball, assistant coach (EHS) Football, assistant coach (EHS)</p>	<p>Class "I" Class Advisor Track, head coach (SVJH) Volleyball, head coach (SVJH) Wrestling, head coach (SVJH) Elementary school head coach</p>
<p>Class "E" 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, & 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>Class "J" 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

Supplemental Pay Rates			
Class	Amount	Longevity	Longevity
		After 2 years * 3%	After 5 years ** 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

Standard Extra Service Rate	30.00
Adult Education Instructor (enrichment)	
After-School Tutor	
Comp Repair Technician	
Detention	
Home Hospital Instructor	
Senior Project Readers (6)	
Stephen Meeks Independent Study Instructor	
Test Coordinator	
Youth Services Counselor	
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

1 APPENDIX C

2 Discretionary Incentive Days

EXAMPLE 1: for unit member who uses no sick leave days in 2007-08 and 2 sick leave days in 2008-09

2007-08

guaranteed discretionary days for 2007-08

2008-09

2 the 10 days of sick leave from 2007-08 converted to discretionary incentive days

3 guaranteed discretionary days for 2008-09

total Discretionary days available for 2008-09

2009-2010

2 unit member used 2 days of sick leave during 2008-09 thus 8 days remaining converts to 2 discretionary days

+2 guaranteed discretionary days for 2009-10

+5 carryover from 2008-09

=9 total days (4 of these days are added to the sick leave balance $9-5=4$) *

5 total discretionary incentive days available 2010-11

*maximum allowable discretionary days is five (5)

3

4

EXAMPLE 2: for unit member who uses 4 sick leave days in 2007-08 and 8 sick leave days in 2008-09

2007-08

guaranteed discretionary days for 2007-08

2008-09

1 the remaining sick leave days from 2007-08 converted to discretionary incentive days

3 guaranteed discretionary days for 2008-09

total Discretionary days available for 2008-09

2009-2010

0 unit member used 8 days of sick leave during 2008-09 thus 2 remaining sick leave days converts to 0 discretionary days

+2 guaranteed discretionary days for 2009-10

+4 carryover from 2008-09

=6 total days (1 of these days are added to the sick leave balance $6-5=1$) *

5 total discretionary incentive days available 2010-11

*maximum allowable discretionary days is five (5)

5

6