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

JULY 1, 2018 - JUNE 30, 2021

CTA Ratified: 5-3-18

Board Ratified: May 16, 2018

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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. All previous collective bargaining
8 agreements between the Association and any component District of the new District have
9 expired and the terms thereof are superseded and replaced in all respects by this
10 agreement.

11 1.4 Origination of the Agreement between Scott Valley Unified School District and the Scott
12 Valley Teachers Association: Initial agreement entered into November 5, 2007 and
13 effective July 1, 2007.

14 1.5 Prior contracts since the inception of the unified district on July 1, 2007 will be posted on
15 the district website.

16

1 **ARTICLE II.**

2 **TERM**

3 This Agreement shall remain in full force and effect, from July 1, 2018 through June 30, 2021.

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 This completes negotiations on all the topics within the scope of negotiations for the 2018-2019
7 school year. All topics not included herein are deemed withdrawn. Neither party is required to
8 negotiate further on any topic within the scope of negotiations for the 2018-2019 school year.

9 Parties may reopen on Article 8-Compensation and one other article for the 2019-2020 and 2020-
10 2021 school years. Proposals shall be presented by the parties not later than March 15 of each
11 year.

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

14

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.

11

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 non-teaching
5 time, 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 and district e-mail for communications that
16 are approved by the Executive Board of the Association. At the time of distribution the
17 Association shall 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.

20

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 formal written agreements with the District modifying,
9 temporarily, the terms of this Agreement. No such written agreements shall constitute a
10 past practice or a precedent, nor shall any be cited in future negotiations.

11

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. Each
2 occurrence of an adjunct duty shall not exceed three hours unless mutually agreed.

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

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

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

13 6.8 **Professional Development Days**

14 The three (3) Professional Development Days will be included in the school calendar and
15 are included in the 185 total work days as defined in 6.1.

16 The Superintendent and Curriculum Leadership Team (which will consist of an
17 Association site representative and Administrator from each school) will determine the
18 content of the Professional Development Program with collaborative input from the
19 bargaining unit.

20 6.9 **Preparation Time**

21 Each unit member at the middle school and high schools shall be given one (1) free or
22 unassigned class period each day which shall be designated as the preparation period. At
23 the elementary schools, preparation time may fall at the end of the academic day. If

1 pullout programs are available by a credentialed teacher, those programs will be used by
2 the site administrator to afford additional preparation time for the elementary teachers.

3 6.10 **Substituting**

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

9

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. In the case of a dispute,
16 the unit member may request a second opinion. The cost of such examination
17 shall be paid by the District to the extent not paid by the unit member's insurance
18 carrier.

19 **7.1.4 Definition, "Immediate Family"**

20 "Immediate Family" is defined as the spouse, registered domestic partner, child,
21 son-in-law, daughter-in-law, sibling, mother, father, grandmother, grandfather, or
22 grandchild of the employee or spouse or any relative living in the immediate
23 house hold of the employee. Child is defined as biological, adopted or foster

1 child, stepchild, legal ward, or a child to whom the unit member stands in loco
2 parentis. This definition of a child is applicable regardless of age or dependency
3 status. Immediate family also includes a biological, adoptive, or foster parent,
4 stepparent, or legal guardian of a unit member or the unit member's spouse or
5 registered domestic partner or a person who stood in loco parentis when the unit
6 member was a minor child.

7 7.2 **Sick Leave**

8 7.2.1 **Accrual**

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

14 7.2.2 **Returning to Work**

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

19 7.2.3 **Rate of Pay**

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

22 7.2.4 **Leave Not Accrued**

23 Credit for leave of absence need not be accrued prior to taking such leave and

1 may be taken at any time during the school year.

2 **7.2.5 Accumulation**

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

5 **7.3 Extended Illness**

6 Unit members are entitled to receive differential compensation, under Education Code
7 section 44977, for a period of up to five (5) school months. Differential compensation
8 shall be the difference between the employee's daily salary (annual salary divided by the
9 number of teacher work days) and the District established daily rate for substitute or
10 temporary teachers.

11 **7.4 Maternity Leave/Child Birth or Adoption Leave**

12 7.4.1 The District shall provide for leave of absence from duty for any unit member
13 who is required to be absent from duties because of pregnancy, miscarriage,
14 childbirth, and recovery thereof, pursuant to pursuant to BP/AR 4161.8 (FMLA)
15 and CFRA guidelines.

16 7.4.2 **Length of Leave**

17 The length of leave of absence, including the date on which the leave commences,
18 and the date on which the employee shall resume duties, shall be determined by
19 the employee and the physician.

20 7.4.3 **Leave with Pay for Disabilities**

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

1 disability.

2 **7.4.3.1 Temporary Disabilities**

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

8 **7.4.4 Birth and/or Adoption**

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

14 **7.4.5 Parental Leave Law**

15 Unit members may be eligible to use up to 12 weeks of differential leave for
16 purposes of parental leave as allowed by Education Code section 44977.5 subject
17 to applicable legal parameters.

18 **7.5 Industrial Accident and Illness Leave (Workers' Compensation Leave)**

19 **7.5.1** A unit member shall be eligible to apply for a leave of absence because of
20 industrial accident or illness. Upon submission of a claim, the unit member shall,
21 immediately, perform all appropriate actions necessary to file for Workers'
22 Compensation, disability, income protection benefits, or the like.

23 **7.5.2** Allowable leaves shall be for not more than one period of sixty (60) work days in

1 any one fiscal year for the same accident and shall commence with the first day of
2 absence.

3 7.5.3 Leave of absence under this provision shall not be accumulated from year to year.

4 When the industrial accident or illness leave overlaps into the next fiscal year, the
5 unit member shall be entitled to only the amount of unused leave due him/her for
6 the same illness or injury.

7 7.5.4 Unit members shall be paid such portion of the salary due them for any month in
8 which absence occurs as, when added to the temporary disability indemnity under
9 the California Labor Code, will result in payment to them of not more than their
10 full salaries.

11 7.5.5 Leave of absence applied for under this provision shall be reduced by one day for
12 each day of authorized absence, regardless of a temporary disability indemnity
13 award to the unit member.

14 7.5.6 Industrial illness and accident leave is to be used in lieu of sick leave. If a unit
15 member is receiving a temporary disability indemnity, the unit member shall be
16 entitled to utilize only so much of his/her sick leave which, when added to his/her
17 temporary disability indemnity, will result in a payment to him/her of no more
18 than a full day's wages or salary. The District, in turn, shall issue the appropriate
19 salary warrants for payment of salary and shall deduct normal retirement and
20 other authorized deductions.

21 7.5.7 The District may require, from time to time, a written statement from the unit
22 member's physician verifying a unit member's absence under this leave and
23 his/her ability to return to work, or verifying the continued illness or inability to

1 work due to an illness or accident.

2 **7.6 Personal Necessity Leave**

3 7.6.1 Unit members may use up to 7 days of Sick Leave for the following purposes:

4 7.6.1.1 Death of a member of the immediate family when additional leave is
5 required beyond that provided under Bereavement Leave.

6 7.6.1.2 Serious illness of a member of the immediate family.

7 7.6.1.3 Birth or adoption of the unit member's child.

8 7.6.1.4 Accident involving the person or property of the unit member, or the
9 person or property of a member of the immediate family.

10 7.6.1.5 Imminent danger to the home of the employee which reasonably requires
11 the attention of the employee during duty hours.

12 7.6.1.6 Appearance in any court or before any administrative tribunal as a litigant,
13 party or witness under subpoena or any order made with jurisdiction.

14 7.6.1.7 Religious Observance.

15 7.6.1.8 Attendance at a funeral of a friend or relative not covered by bereavement
16 leave.

17 7.6.1.9 Attendance at a spouse's, son's, daughter's, or employee's own graduation
18 from an accredited institution of learning for one (1) day per school year.

19 7.6.2 Unit members shall not be required to secure advance permission for leave taken
20 for any of the following reasons: death or serious illness of a member of the
21 immediate family; accident involving the unit member's person or property or the
22 person or property of the immediate family. The unit member must notify the
23 immediate supervisor as far in advance of the absence as practical.

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

7 7.6.4 Unit members shall complete the District's absence form which shall verify that
8 the unit member's use of leave was for personal necessity as defined above.

9 7.6.5 Personal necessity leave shall be taken in a minimum increment of one half (1/2)
10 day.

11 7.7 **Discretionary Leave**

12 7.7.1 Unit members may use up to **five (5) days** of personal necessity leave as
13 discretionary leave with pay, without specifying a reason for such leave, upon the
14 following conditions:

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

20 (b) Such discretionary leave may not be used during the first two weeks or last
21 two weeks of the pupil attendance year or during any Professional Development
22 days without the advance permission of the Superintendent. Under such
23 extenuating circumstances, it is agreed that the granting of such leave by the

1 Superintendent is neither a precedent nor past practice.

2 (c) An acceptable substitute teacher is available.

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

4 (e) Use of discretionary days is limited to three (3) consecutive days at
5 any one time.

6
7 **7.8 Covered Leave**

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

13 **7.9 Bereavement Leave**

14 7.9.1 Unit members shall be entitled to a maximum of five (5) days leave of absence
15 without loss of salary for the death of any member of the unit member's
16 immediate family.

17 **7.10 Notification of Family Care and Medical Leave (FMLA)**

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

1 **7.11 Jury Duty Leave**

2 A unit member is entitled to a leave to appear for trial jury duty. A copy of jury
3 summons shall be submitted with Absence Report. A unit member shall receive his/her
4 regular pay. A unit member shall endorse over in favor of the District all compensation
5 received for trial jury duty except travel and meal expenses. In the event a unit member
6 is released from trial jury duty and is able to return to work (including reasonable travel
7 time from the court to the work site) prior to one o'clock (1:00 p.m.), the unit member
8 shall return to work. Unless excused by the unit member's supervisor, the unit member
9 shall report to work prior to trial jury duty. A unit member is not entitled to leave for
10 service on a grand jury.

11 **7.12 Catastrophic Sick Leave**

12 7.12.1 Certificated employees who suffer a catastrophic injury/illness, which results in
13 the bargaining unit member using all available paid leaves, shall become eligible
14 to use this catastrophic sick leave plan, subject to the restrictions and conditions in
15 these rules:

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

23 (b) The employee who is, or whose family member is, suffering from a

1 catastrophic illness or injury must submit a request in writing on forms
2 provided for donated Catastrophic Leave. The Committee must determine
3 that the unit member is unable to work because of the unit member's personal
4 or family catastrophic illness after adequate proof of illness has been provided
5 in accordance with E.C. 44043.5, to include but not be limited to a doctor's
6 verification of illness and declaration of compliance with the requirements of
7 this leave. Falsification of leave verification will be grounds for discipline.

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

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

- 19 1. Any unit member may donate to the bank. The maximum allowable to
20 be donated is 30% of the employee's annual allotment.
- 21 2. In order to donate to the bank, a unit member must have in reserve at
22 least twenty (20) sick leave days.
- 23 3. Donations to the Catastrophic Leave Bank are irrevocable.

1 4. In the event donations are not used, they will be retained in the bank.

2 5. The annual donation period will be September 15th to December 15th.

3 In the event the balance drops below five (5) days (35 hours) then a
4 donation period would automatically be opened for thirty calendar
5 days.

6 6. Unit members must use the Catastrophic Leave Bank Donation form.

7 7. District H/R will send out a notice each September advising unit
8 members of the donation period, deadlines, and balance of catastrophic
9 sick leave bank.

10 7.12.2.1 The Association agrees that it will not file, on its own behalf or on behalf
11 of any unit member, any grievance, claim or lawsuit of any kind related to
12 any attempt by a unit member to retrieve donated sick leave used by
13 another unit member pursuant to this provision. The Association also
14 agrees that it will not file, on its own behalf or on behalf of any unit
15 member, any grievance, claim or lawsuit of any kind which attempts to
16 challenge in any way the legality or enforcement of this provision. The
17 Association agrees to indemnify and hold harmless the District from any
18 loss or damages arising from the implementation of this provision.

19 **7.13 Association Leave**

20 7.13.1 A maximum of three (3) days per school year may be used by the Association
21 representatives without loss of pay, to be utilized for service center activities, state
22 or national conferences, workshops, or for conducting business pertinent to
23 Association affairs.

1 7.13.2 The association shall give the district at least two (2) days advance notice
2 when such leave is requested.

3 7.13.3 The Association shall reimburse the District for the actual cost of the substitute
4 hired to fulfill the duties of the unit member while on Association Leave. The
5 Association shall be responsible for paying all expenses (travel, gas, food,
6 lodging, fee for the event) for the Association representative.

7 7.14 **Other Leave Without Pay**

8 7.14.1 **Unpaid Leave**

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

13 7.14.1.1 Leaves of up to ten (10) working days may be approved by the
14 Superintendent or designee.

15 7.14.1.2 Requests for leaves of greater than ten (10) working days and up to one
16 school year may be approved by the Board of Trustees upon the
17 recommendation of a Leave Review Committee.

18 7.14.1.3 Requested leaves shall consider the impact on the District's
19 educational program.

20 7.14.1.4 For any leave request which is not approved by the Leave Review
21 Committee or the Board of Trustees, the employee shall be provided a
22 written statement of the reasons.

23 7.14.1.5 **Leave Review Committee**

1 This committee shall consist of one District Administrator, one member of
2 the Board of Trustees appointed by the Board, and one District certificated
3 employee appointed by the Association.

4 7.14.1.6 If an unpaid leave is for more than one calendar month, no District paid
5 health benefits will be provided unless Board approved or provided for by
6 law.

7 **7.14.2 Advance Approval**

8 Advance approval is required. Requests are to be made on the appropriate
9 District form. Leave taken without approval shall be considered unauthorized
10 leave. Requests for leaves of absence for the following school year are
11 encouraged to be submitted by February 1. The District would still consider
12 requests submitted to the District Office prior to May 15.

13 **7.15 Unauthorized Leave**

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

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

22 Unauthorized absence is a breach of contract which act may also result in disciplinary
23 action.

24

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 will be given credit, on a year for year basis at the time of initial placement
11 on the salary schedule, for previous public school teaching experience which occurred
12 after receipt of a valid preliminary teaching credential. A year of previous teaching credit
13 will only be awarded if the teacher actually worked 137 days with the same school
14 district during said school year. Previous credit will only be awarded if the previous
15 teaching was within the authority of the credential after receipt of the credential. No
16 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 All experience shall be verified in writing according to District procedures. Written
20 verification of prior teaching experience must be received by the District within thirty
21 (30) calendar days after the first day of employment or thirty (30) calendar days after the
22 unit member signs a contract of employment with the District, whichever occurs first.

23

1 **8.3 Professional Growth**

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

4 **8.4 Unit Conversion**

5 Quarter units are converted to semester units by multiplying the quarter units by two-
6 thirds.

7 **8.5 Unit Verification**

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

20
21 Unit members hired after the commencement of the school year shall submit official
22 transcripts within thirty (30) calendar days of their first day of work or thirty (30)
23 calendar days of the date their employment agreement is signed, whichever occurs first.

1 8.6 **Advancement**

2 Personnel may advance no more than one (1) change of classification (range
3 advancement) per school year. Units earned in excess of 15 units needed to advance shall
4 be applied to the following year(s) for a further change in classification (range
5 advancement) until range 5 is reached. If a unit member earns a Master's degree then the
6 unit member shall move over to Range 5 based on the notification deadlines outlined in
7 8.5.

8

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

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

17 8.8 **Service Credit**

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

21 Calculations of part time employment are determined as follows:

22 Calculations of part time employment for salary schedule movement shall be based on a
23 seven (7) hour work day constituting a full time day. Unit members who work less than a

1 full time day will receive credit on the salary schedule as follows:

2 8.8.1 Unit members working $5 \frac{1}{4}$ (0.75 FTE) hours or more per day will receive the
3 same credit as full time employees.

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

6 8.8.3 Unit members working $1 \frac{3}{4}$ (0.25 FTE) hours per day up to but not including $3 \frac{1}{2}$
7 hours per day will receive one-quarter year of credit for each year of service.

8 8.8.4 Unit members working less than $1 \frac{3}{4}$ (0.25 FTE) hours per day will receive no
9 credit for such service.

10 **8.9 Shared or Part-Time Contracts**

11 At the discretion of the Administration and Superintendent, additional days may be
12 allocated for collaboration and planning for teachers in a shared or part-time contract.

13 Friday collaboration time is based on FTE% for each teacher in the shared or part-time
14 contract. i.e. a 50% FTE teacher would work 50% of the collaboration Fridays. See
15 Article 19-Shared Contracts.

16 **8.10 Extra Duty and Supplementary Salary**

17 8.10.1 When a unit member is, at the time of initial employment, hired to perform extra-
18 duty, the unit member shall be obligated to perform such duties for at least two (2)
19 years unless the unit member is no longer assigned to or released from such extra-
20 duty assignment prior to two (2) years.

21 8.10.2 At any time, without cause, the District may terminate an extra-duty assignment
22 and pay the unit member the prorated sums earned to date.

23 8.10.3 Unit members who volunteer for extra-duty assignment shall be obligated to

1 complete that assignment for the entire year unless prevented from doing so
2 because of illness, injury or approved leaves of absence.

3 8.10.4 For high school sports that have both a varsity and junior varsity team then one
4 stipend is for the varsity and one is for the junior varsity. In the event a high
5 school junior varsity team is not fielded then the stipend would remain as an
6 assistant coach at the varsity level.

7 8.10.5 Unit members who volunteer for paid extra-curricular, extra-duty assignments
8 shall continue to serve in that assignment from year to year unless the unit
9 members give the District notice of their intent not to continue in said assignment
10 for the next school year. Such notice shall be delivered on or before May 1. Such
11 notice shall be in writing and addressed to the Superintendent. A unit member
12 who does not provide such a notice shall be deemed to have volunteered for
13 another one (1) year period.

14 8.10.6 Funding for stipends may or may not be approved by the Board of Trustees on
15 budgetary constraints. In the event a stipend is not funded, volunteers may be
16 sought.

17 8.10.7 Payment of stipends shall be made upon completion of the assignment and
18 submission to the District office of a stipend request form or time sheet.

19 8.10.7 The compensation for extra duty is set forth in Appendix B attached hereto.

20 8.10.8 A secondary teacher may be asked to teach a seventh period on a voluntary basis
21 at the rate of 1/6th of his/her salary, provided that (a) there is no willing part-time
22 teacher with the appropriate credentials available and (b) an attempt is made to
23 find a qualified teacher. Any earnings by a teacher due to teaching a seventh

1 period class are now subject to STRS defined benefits supplement.

2 8.10.9 A teacher who is assigned to a split class will be compensated as per Appendix B.

3 A split class is defined as a transitional kindergarten (TK) through fifth (5th) who
4 teaches more than one grade level for the full day's assignment or an alternative
5 education teacher including community day or Scott River High teacher.

6 8.10.10 **Athletic Director – High School**

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

10 8.10.11 **Student Activity Director – High School**

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

14 8.11 **Proper Placement**

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

22 8.12 **Insurance**

23 The annual district contribution toward insurance is listed in the Appendix A-Certificated

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

13 **8.13 Mileage Reimbursement**

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

18 **8.14 Lodging**

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

23 **8.15 Meals**

1 Meals will be reimbursed at the Board approved rate.

2 8.16 **Reimbursement**

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

6

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) scheduled formal observation.
20 Prior to the scheduled formal observation, the evaluator shall confer with the unit
21 member. Other observations may occur without advance notice or advance
22 conference. Observation(s) for the purpose of evaluation shall be a minimum of
23 thirty (30) minutes or one class period. The unit member shall have the right to

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

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

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

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

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

22 9.1.9 Within ten (10) calendar days after receipt of the evaluation, the unit member may
23 prepare a written response to the evaluation, and the response shall be placed with

1 the evaluation in the unit member's personnel file if received within said ten (10)
2 days.

3 **9.3 Personnel Files**

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

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

- 8 a. were obtained prior to employment,
- 9 b. were prepared by identifiable examination committee members or,
- 10 c. were obtained in connection with a promotional examination.

11 9.3.3 A unit member may inspect such materials in her/his personnel file, with the
12 exception of the above specified items, at times other than when the unit member
13 is required to render service. Personnel files may be viewed at the District office
14 during the normal business hours on school days or by appointment on non-school
15 days. Such inspection shall take place under the supervision of a District
16 administrator or designee.

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

1 in advance to the supervisor to leave the normal place of work during assigned
2 duty times for such review and comment.

3

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.

22

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, the grievant
4 may, 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, the grievant, within five (5) days, may request in writing that the
21 Association submit the matter to mediation. Within five (5) days of the
22 request of the grievant, the Association may notify the Superintendent

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

5 **11.3.3.2 Mediation**

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

8 **11.3.3.3 Mutual Agreement**

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

12 **11.3.3.4 Fees and Expenses**

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

16 **11.3.4 Level IV, Arbitration**

17 **11.3.4.1 When to Arbitrate**

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

21 **11.3.4.2 Submitting Grievance to Arbitration**

22 Only the Association, by written notice to the Superintendent or

1 designee within ten (10) days of the above request of the grievant, may
2 submit the grievance to arbitration.

3 **11.3.4.3 Selection of Arbitrator**

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

11 **11.3.4.4 Arbitrator's Function**

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

16 **11.3.4.5 Arbitrability of a Grievance**

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

20 **11.3.4.6 Arbitrator's Finding/Award**

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

1 to both parties. The findings and award of the arbitrator shall be final
2 and binding.

3 **11.3.4.7 Limited Power of the Arbitrator**

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

11 **11.3.4.8 Fees and Expenses**

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

18 **11.4 General Provisions**

19 **11.4.1 Failure to Meet Time Limits**

20 A bargaining unit member who fails to comply with the time limit specified in
21 Section 11.3 will forfeit all right to the application of the grievance procedure for
22 the alleged contract violation.

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11.4.2 Appeal and Time Limits

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

11.4.3 Modify Time Limits

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

11.4.4 Grievances Without Association Intervention

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

11.4.5 Grievant Representation

The grievant shall be present at all stages of the grievance procedures. The grievant has the right of representation by the Association at all levels of the 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, voluntary transfers, and involuntary transfers of current unit
15 members, or is a new assignment of three (3) periods or 50% FTE (full-time
16 equivalent) or more.

17 **12.2.2 Reassignment**

18 A "reassignment" is a change of assignment within a given school.

19 **12.2.3 Transfer**

20 A "transfer" is the movement of a unit member from one school to another within
21 the District.

22 **12.3 Voluntary Transfer**

23 **12.3.1 Request for Transfer**

1 A unit member may submit a request for transfer to the District at any time,
2 whether or not a vacancy exists. A unit member may also submit a request for a
3 transfer subsequent to the posting of a vacancy pursuant to the procedure of this
4 section.

5 12.3.2 **Application for Vacancy**

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

9 12.3.3 **Rejections**

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

12 12.4 **Involuntary Transfer**

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

16 12.4.2 **Notification of Transfer**

17 A unit member who does not request a transfer may not be transferred until given
18 an opportunity (a written communication or a telephone call if the employee is not
19 available) for a meeting with the Superintendent to discuss the reasons for the
20 transfer. At this point, the Superintendent becomes the designee as defined in 11.2.

21 12.4.2.1 Upon request of the employee, the reasons shall be given in writing.

22 12.4.2.2 The employee shall also be given an opportunity to be considered for
23 other vacancies which are available at the time of the impending transfer.
24

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 **12.5 Reassignment**

7 **12.5.1 Apply for Reassignment**

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

11 **12.5.2 Class Assignment – Deadline**

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

18 **12.5.3 Condition of Reassignment**

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

1 **12.6 Preparation Time Upon Transfer or Reassignment**

2 12.6.1 A unit member shall be paid one extra day for moving a classroom prior to the
3 start of school at the same site.

4 12.6.2 A unit member shall be paid one extra day for an assignment change of more
5 than one-half of their schedule.

6 12.6.3 A unit member shall be paid two extra days for moving prior to the start of
7 school to a new site.

8 12.6.4 In the event of a transfer or change in assignment after the start of school, the unit
9 member shall be granted, upon request, up to two (2) days of release time for
10 preparation. Such preparation time shall be scheduled by the Principal contingent
11 upon securing a substitute.

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1 **ARTICLE XIII.**

2 **POSTING OF JOB VACANCIES**

3 13.1 **Definitions**

4 13.1.1 Vacancy. A “vacancy” is a position, as determined by the District, that is not
5 filled after reassignments, voluntary transfers, and involuntary transfers of current unit
6 members, or is a new assignment of three (3) periods or 50% FTE (full-time equivalent)
7 or more

8 13.2 The District shall post on the bulletin board in the District Office and at a designated
9 location at each site, vacancies for bargaining unit positions. The District will e-mail job
10 vacancy announcements to each unit member’s district e-mail. It is the responsibility of
11 the unit member to check their district e-mail.

12 13.3 Each vacancy announcement shall remain posted for a period of at least seven (7)
13 calendar days, during which time bargaining unit members may apply. Such posting
14 shall include pertinent information about the vacancy and the deadline for submitting
15 requests for consideration.

16 13.4 Unit members may submit to the District Office a written request via e-mail for
17 consideration for each such vacancy.

18 13.5 The District shall inform all unit members submitting requests for consideration for a
19 vacancy of the disposition of their request.

20 13.6 If a unit member's request to fill a vacancy is not granted, the unit member shall be
21 entitled to a meeting with the District Superintendent or designee to discuss the reason
22 why the request was not granted.

23 13.7 The assigned TK-6 classroom teacher shall have first opportunity to be the home/hospital

1 teacher for a student in their classroom who has a need for a home/hospital teacher. If the
2 classroom teacher does not accept the assignment, then it will be assigned to the district
3 home/hospital teacher. The home/hospital teacher stipend position will be posted
4 annually. Unit members shall be given first consideration for the home/hospital teacher
5 stipend position.

1 **ARTICLE XIV.**

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.

8

1 **ARTICLE XV.**

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.

6

1 **ARTICLE XVI.**

2 **SAVINGS**

3 16.1 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 effect and impact.

7 16.2 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 16.3 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 16.4 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.

17

1 **ARTICLE XVII.**

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 10% over the prior year, unexpected weather or damage or threat to District facilities,
8 war, fire, or other serious occurrence beyond the control of the District. Issues arising out of the
9 exercise of the provisions of this article, including the facts underlying such exercise, shall be
10 expressly excluded from the article entitled "Grievance" contained in this Agreement.

11

1 **ARTICLE XVIII.**

2 **Organizational Security**

3 **18.1 Dues Deduction**

4 18.1.1 The right of payroll deduction for payment of membership dues, initiation fees,
5 and general assessments shall be accorded exclusively to the Association. The
6 District shall deduct other voluntary payments as authorized by unit members and
7 the Association. Association members who currently have authorization cards on
8 file for the above purposes need not be resolicited. Membership dues, initiation
9 fees, and general assessments, upon formal written request from the Association
10 to the District, shall be increased or decreased without resolicitation and
11 authorization from unit members.

12 18.1.2 Any unit member who is a member of the Association or who has applied for
13 membership, may sign and deliver to the District an assignment authorizing
14 deduction of membership dues, initiation fees, and general assessments of the
15 Association. Pursuant to such authorization, the District shall deduct one-tenth
16 (1/10) of such dues from the regular salary check of the unit member each month
17 for ten (10) months. Deductions for unit members who sign such authorization
18 after the commencement of the school year shall be appropriately prorated to
19 complete payments by the end of the school year.

20 18.1.3 With respect to all sums deducted by the District pursuant to Section 19.1.1
21 above, the District agrees to remit such moneys promptly to the Association
22 accompanied by an alphabetical list of unit members, including their names,
23 addresses, and work locations for whom such deductions have been made, and

1 indicating any changes in personnel from the list previously furnished.

2

3 18.2 **Maintenance of Membership**

4 19.2.1 The Association and the District agree that any unit member who is a member of
5 the Association at the time this Agreement becomes effective or who enrolls
6 during the term of the Agreement shall maintain such membership for the
7 duration of this Agreement. This provision shall not deprive any member of the
8 right to terminate her or his membership within the 30 day period following
9 expiration of the Agreement. If a member who is covered by the maintenance of
10 membership requirement withdraws authorization for dues deduction and/or
11 refuses to provide the Association with a lump sum cash payment of dues for the
12 year, the District shall deduct membership dues as provided in Education Code
13 Section 45601 and in the same manner as set forth in Sections 19.1.1 and 19.1.2
14 above.

15 18.3 **Agency Fee**

16 19.3.1 Any unit member who is not a member of the Association, or who does not make
17 application for membership within 30 days of the effective date of this
18 Agreement, or within 30 days from the date of commencement of assigned duties
19 within the bargaining unit, shall become a member of the Association or pay to
20 the Association a fee in an amount equal to membership dues, initiation fees and
21 general assessments, payable to the Association in one lump-sum cash payment in
22 the same manner as required for the payment of membership dues. In the event
23 that a unit member does not pay such fee directly to the Association, the

1 Association shall so inform the District, and the District shall immediately begin
2 automatic payroll deduction as provided in Education Code Section 45061 and in
3 the same manner as set forth in this Article. There shall be no charge to the
4 Association for such mandatory agency fee deductions.

5 18.3.2 Any unit member who is a member of a religious body whose traditional tenets or
6 teachings include objections to joining or financially supporting employee
7 organizations shall not be required to join or financially support the Association
8 as a condition of employment; except that such unit member shall pay, in lieu of a
9 service fee, sums equal to such service fee to one of the following non-religious,
10 non-labor organization, charitable funds exempt from taxation under Section 501
11 (c)(3) of Title 26 of the Internal Revenue Code:

12 18.3.2.1 See Appendix C (SVTA Approved Charitable Funds)

13
14 To receive a religious exemption, the unit member must submit a detailed written statement
15 establishing the basis for the religious exemption. The Association executive board shall
16 communicate in writing to the unit member its acceptance or rejection of the exemption. If
17 accepted, the unit member shall make the payment to an appropriate charity as described above.
18 Such payment shall be made on or before the due date for cash dues/fees for each school year.

19
20 18.3.3 Proof of payment shall be made on an annual basis to the Association and District
21 as a condition of continued exemption from the payment of agency fee. Proof of
22 payment shall be in the form of receipts and/or canceled checks indicating the
23 amount paid, date of payment, and to whom payment in lieu of the service fee has

1 been made. No in-kind services may be received for payments, nor may the
2 payment be in a form other than money such as the donation of used items. Such
3 proof shall be presented on or before the due date for cash dues/fees for each
4 school year.

5 18.3.4 With respect to all sums deducted by the District pursuant to sections above,
6 whether for membership dues or agency fee, the District agrees to remit such
7 moneys promptly to the Association accompanied by an alphabetical list of unit
8 members for whom such deductions have been made, categorizing them as to
9 membership or non-membership in the Association, and indicating any changes in
10 personnel from the list previously furnished.

11 18.3.5 The Association and District agree to furnish to each other any information
12 needed to fulfill the provisions of this Article.

13 18.4 The Association agrees to pay to the District all reasonable legal fees and legal costs
14 incurred in defending against any court action and/or administrative action challenging
15 the legality or constitutionality of the agency fee provisions of this Agreement or their
16 implementation. The Association shall have the exclusive right to decide and determine
17 whether any such action or proceeding referred to above shall or shall not be
18 compromised, resisted, defended, tried or appealed.

1 **ARTICLE XIX.**

2 **SHARED CONTRACTS**

3 19.1 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 19.2 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 19.3 Unit members desiring a shared contract shall apply for a partial leave of absence for the
9 portion of the contract they wish to vacate.

10 19.4 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 19.5 Unit members who were full-time prior to a shared contract will maintain their seniority
17 at the end of the shared contract.

18 19.6 **Renewal of Shared Contracts**

19 19.6.1 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 19.6.2 By February 1 of the year in which the shared contract occurs, the teacher(s) shall
23 notify the site administrator and the Superintendent in writing if they wish to

1 apply for an extension of the agreement.

2 19.6.3 Such extensions shall be considered on a case-by-case basis and are not

3 automatically renewed.

4

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, 2018 through June 30, 2021.

6
7 IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of
8 April, 2018.

9

10 Scott Valley Unified School District

Scott Valley Teachers Association

11

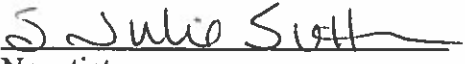
12 
13 Board President


President

14
15 
16 Superintendent


Negotiator

17
18 
19 Negotiator


Negotiator

20
21 
22 Negotiator


Negotiator

APPENDIX A -- SALARY SCHEDULES

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

Certificated

2018-2019 Salary Schedule

Effective July 1, 2018

Includes 3% Salary Increase

| Step | Range 1 BA/BS Intern, Teacher, 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 Preliminary or Clear Cred. | Daily Rate |
|------|------------------------------------------------------|------------|---------------------------------------------------------------------|------------|---------------------------------------------------------------------|------------|---------------------------------------------------------------------|------------|---------------------------------------------------------------------|------------|
| 1 | \$31,553 | \$170.59 | \$42,910 | \$231.95 | \$44,804 | \$242.18 | \$46,699 | \$252.42 | \$48,592 | \$262.66 |
| 2 | | | \$43,165 | \$233.22 | \$45,435 | \$245.50 | \$47,877 | \$258.80 | \$49,772 | \$269.04 |
| 3 | | | \$43,417 | \$234.69 | \$46,068 | \$249.02 | \$48,058 | \$265.16 | \$50,952 | \$275.41 |
| 4 | | | \$43,670 | \$236.05 | \$46,699 | \$252.42 | \$50,338 | \$271.51 | \$53,131 | \$281.79 |
| 5 | | | \$43,921 | \$237.41 | \$47,330 | \$255.84 | \$51,419 | \$277.91 | \$53,252 | \$287.90 |
| 6 | | | | | \$47,960 | \$259.25 | \$52,598 | \$284.22 | \$54,493 | \$294.56 |
| 7 | | | | | \$48,592 | \$262.66 | \$53,778 | \$290.69 | \$55,672 | \$300.93 |
| 8 | | | | | \$49,224 | \$266.07 | \$54,958 | \$297.07 | \$55,651 | \$307.31 |
| 9 | | | | | \$49,854 | \$269.48 | \$56,140 | \$303.46 | \$56,033 | \$313.69 |
| 10 | | | | | \$50,484 | \$272.89 | \$57,319 | \$309.82 | \$59,212 | \$320.07 |
| 11 | | | | | \$51,114 | \$276.30 | \$58,500 | \$316.21 | \$60,393 | \$326.45 |
| 12 | | | | | | | \$59,679 | \$322.59 | \$61,572 | \$332.82 |
| 13 | | | | | | | \$60,859 | \$328.97 | \$62,754 | \$339.21 |
| 14 | | | | | | | \$62,039 | \$335.35 | \$63,933 | \$345.59 |
| 15 | | | | | | | \$63,219 | \$341.73 | \$65,112 | \$351.95 |
| 16 | | | | | | | \$64,399 | \$348.11 | \$66,291 | \$358.32 |
| 17 | | | | | | | \$65,579 | \$354.49 | \$67,470 | \$364.69 |
| 18 | | | | | | | \$66,759 | \$360.87 | \$68,649 | \$371.06 |
| 19 | | | | | | | \$67,939 | \$367.25 | \$69,828 | \$377.43 |
| 20 | | | | | | | \$69,119 | \$373.63 | \$71,007 | \$383.80 |
| 21 | | | | | | | \$70,299 | \$380.01 | \$72,186 | \$390.17 |
| 22 | | | | | | | \$71,479 | \$386.39 | \$73,365 | \$396.54 |
| 23 | | | | | | | \$72,659 | \$392.77 | \$74,544 | \$402.91 |
| 24 | | | | | | | \$73,839 | \$399.15 | \$75,723 | \$409.28 |
| 25 | | | | | | | \$75,019 | \$405.53 | \$76,902 | \$415.65 |
| 26 | | | | | | | \$76,199 | \$411.91 | \$78,081 | \$422.02 |
| 27 | | | | | | | \$77,379 | \$418.29 | \$79,260 | \$428.39 |
| 28 | | | | | | | \$78,559 | \$424.67 | \$80,439 | \$434.76 |
| 29 | | | | | | | \$79,739 | \$431.05 | \$81,618 | \$441.13 |
| 30 | | | | | | | \$80,919 | \$437.43 | \$82,797 | \$447.50 |

NOTE:

- The normal work day for a classroom teacher is 7 hours per day.
- This salary schedule is based upon a 185 day work year, which includes three seven-hour professional development days.
- The health insurance CAP is \$3,000.00.
- Only one current employee as of 4/29/09 will receive an range 2 step 11. Step eliminates when employee moves over or leaves dist.
- Salary increase history:
 - 14-15 2% - 1% total 3% increase on schedule and 2% longevity increment added to salary each year for step 20 or higher plus 2% one time only
 - 15-16 2% increase on schedule plus 2% one time only
 - 16-17 3rd additional step 16.50. Steps include previously negotiated salary longevity increment and additional amounts to achieve high year at \$70,000 plus 2% one time only
 - 18-19 2% increase on schedule

Board Approved

1 APPENDIX A -- SALARY SCHEDULES

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

Dean of Students

2018-19 Salary Schedule

Effective July 1, 2018

| Position | Work Days | Sick Leave | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|-----------|------------|----------|----------|----------|----------|----------|----------|
| Dean of Students | 182 | 10 | \$72,294 | \$73,740 | \$75,214 | \$76,719 | \$78,253 | \$79,818 |

*Teaching Dean of Students will be prorated with teaching assignment

NOTE:

1. Advancement on schedule is contingent upon a satisfactory annual evaluation.
2. The Health Insurance CAP is \$8,000.00
3. Salary Increase History:
 - a. 14-15 2%+1%=3% increase on schedule plus 2% one time only
 - b. 15-16 3% increase on schedule plus 2% one time only
 - c. 16-17 2% one time only
 - d. 18-19 3% increase on schedule

Board Approved:

1 APPENDIX B Page 1 of 2 -- EXTRA DUTY STIPENDS

| Academic and Athletic Supplemental Salary Schedule 2018-2019 | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Class "A" Activities Director (EHS) Athletic Director (EHS & SVJH) | Class "E" (continued) Softball, JV head or assistant coach (EHS) Split Class Teacher in Charge (TIC) Tennis, assistant coach (EHS) Track, assistant coach (EHS) Volleyball, JV head or assistant coach (EHS) Wrestling, assistant coach (EHS) |
| Class "B" Basketball, head coach (EHS) Drama (EHS) FFA coach (EHS) Football, head coach (EHS) Journalism (EHS) Yearbook (EHS) | Class "F" 504 Coordinator Lead Tech Teacher |
| Class "C" Assessment Coordinator (District) Baseball, head coach (EHS) Cross Country, head coach (EHS) Senior Project Advisor (EHS) Ski, head coach (EHS) Soccer, head coach (EHS) Softball, head coach (EHS) Tennis, head coach (EHS) Track, head coach (EHS) Volleyball, head coach (EHS) Wrestling, head coach (EHS) | Class "G" Music Director (EHS) Yearbook (SVJH) |
| Class "D" Basketball, JV head or assistant coach (EHS) Football, JV head or assistant coach (EHS) | Class "H" Basketball, head coach (SVJH) Cross Country, head coach (SVJH) Drama (SVJH) Music Director (SVJH) Track, head coach (SVJH) Volleyball, head coach (SVJH) Wrestling, head coach (SVJH) |
| Class "E" Activities Director (SVJH) Baseball, JV head or assistant coach (EHS) Cheerleader/Pep Squad, head GATE (EHS & SVJH) Golf (EHS) Senior Project Asst Advisor (EHS) Soccer, JV head or assistant coach | Class "I" Class Advisor Elementary school head coach All assistant coaches (SVJH) |
| -Continued in next column | Class "J" AP Coordinator Cheerleader/Pep Squad, head Spanish Trip Advisor (EHS) Event Coordinator, i.e. history day, outdoor school ski trip, talent show |

2

1 APPENDIX B Page 2 of 2 -- EXTRA DUTY STIPENDS

| Academic and Athletic Supplemental Salary Schedule 2018-2019 | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------|------------------------|
| Supplemental Pay Rates | | | |
| Class | Amount | Longevity | Longevity |
| | | After 2 years * 3% | After 5 years ** 6% |
| Class "A" | \$3,640 | \$3,749 | \$3,858 |
| Class "B" | \$2,559 | \$2,636 | \$2,713 |
| Class "C" | \$2,234 | \$2,301 | \$2,368 |
| Class "D" | \$2,048 | \$2,110 | \$2,171 |
| Class "E" | \$1,805 | \$1,859 | \$1,913 |
| Class "F" | \$1,443 | \$1,486 | \$1,530 |
| Class "G" | \$1,079 | \$1,112 | \$1,144 |
| Class "H" | \$920 | \$948 | \$975 |
| Class "I" | \$767 | \$790 | \$813 |
| Class "J" | \$526 | \$542 | \$558 |
| * Paid on year 3 and subsequent years | | | |
| ** Paid on year 6 and subsequent years | | | |
| Includes 5% increase on above stipends eff. 07/01/2014 | | | |
| Includes 10% increase on above stipends eff. 07/01/2015 | | | |
| Includes 5% increase on above stipends eff. 07/01/2016 | | | |
| Adult Education Instructor | | | \$50 |
| One hour of preparation time for every six hours of instruction | | | |
| Standard Extra Service Rate | | | \$30 |
| After-School Tutor | | | |
| Detention | | | |
| Home Hospital Instructor | | | |
| Senior Project Readers (6) | | | |
| Scott Valley Options Independent Study Instructor | | | |
| The standard extra service rate applies to the above positions as well as similar jobs. | | | |
| Summer High School Ag Stipend | | | \$5,457 |
| Includes 5% increase on above stipends eff. 07/01/2016 | | | |
| 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 | | | |

2

