

**A G R E E M E N T**

**Between the**

**SHASTA COUNTY SUPERINTENDENT OF SCHOOLS**

**and**

**SHASTA COUNTY CERTIFICATED  
EMPLOYEES ASSOCIATION**

**July 1, 2007 – June 30, 2010  
Ratified December 18, 2007**

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## **ARTICLE I: AGREEMENT**

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Shasta County Superintendent of Schools (hereinafter referred to as "Employer") and the Shasta County Certificated Employees Association, CTA/NEA (hereinafter referred to as "Association"). This Agreement supersedes all previous agreements between the parties. This Agreement is contingent upon ratification without condition by the Employer and the Association.

## **ARTICLE II: RECOGNITION**

The Employer confirms its recognition of the Association as the exclusive representative for that unit of certificated employees certified by the Public Employment Relations Board on June 29, 1977. This agreement applies only to certificated County Office employees included in the above representation unit.

## **ARTICLE III: EMPLOYER RIGHTS**

- 3.1 It is understood and agreed that the Employer retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 3.2 The Employer's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

## **ARTICLE IV: NON-DISCRIMINATION**

- 4.1 The Employer agrees to continue its policy of not illegally discriminating against any employee in the representation unit. This provision shall be limited to those circumstances where both of the following apply:
- a. The matter involved is one within the scope of representation under Government Code 3543.2, and
  - b. The discrimination is prohibited under appropriate and applicable federal and/or state statute(s).
- 4.2 No grievance shall be processed through the grievance procedure involving this provision if the grievant pursues any other available legal remedy.
- 4.3 The Association agrees to support the Employer's affirmative action program and practices.

## **ARTICLE V: EMPLOYEE EVALUATION PROCEDURES**

- 5.1 PROCEDURES
- 5.1.1 The Employer retains responsibility for the evaluation and assessment of performance of each employee, subject only to the following procedural requirements. Accordingly, no grievance filed pursuant to Article VII, Grievance Procedure, arising under this Article shall challenge the judgment of the evaluator, nor the content of the evaluation. Any

grievances shall be limited to a claim that the following procedures have been violated. Unit members shall not evaluate other unit members.

5.1.2 First and second year employees will be evaluated at least once. After two (2) years of service employees will be evaluated at least once every two (2) years. The evaluator shall be the Management Level Supervisor.

5.1.3 Each employee to be evaluated during the year shall, prior to October 15, provide the evaluator written statements setting forth performance objectives for the assigned job responsibilities. The effect of adverse working conditions upon an employee's performance shall be considered in setting performance objectives. No later than November 15, employees to be evaluated will meet with the evaluator in a planning conference to discuss the elements of evaluation. If mutual agreement on performance objectives cannot be reached, the evaluator and evaluatee shall confer with the evaluator's supervisor for assistance in resolving the disagreement.

5.1.4.1 Employees who receive an evaluation that is unsatisfactory will be frozen on the salary schedule in the step column, but will continue to receive column credits for units. If an employee receives a satisfactory evaluation in any of the following school years, they will receive step credit and be placed on the salary schedule step that they would have been on if they had received a satisfactory evaluation. Step adjustment will be made at the beginning of the following contract year in which the satisfactory evaluation was received; there will be no retroactive salary adjustments made for previous years.

Unit members who are denied incremental movement based upon his/her evaluation may request a meeting with the immediate supervisor of the administrator who determined the unsatisfactory evaluation, and with local CTA representation by May 15<sup>th</sup> to discuss if the evaluation determination was appropriate.

5.1.4.2 For all employees who received below standard competencies evaluation the prior school year, an interim written evaluation shall be completed, and a meeting held between the employee and evaluator, prior to January 15. The interim written evaluation shall include specific recommendations for improvement in any previously cited performance deficiencies which have not been corrected.

5.1.4.3 By May 1, the evaluator shall complete a final written evaluation for all employees being evaluated during the year. Prior to preparing the final written evaluation, the evaluator shall meet with the evaluatee. The evaluator shall meet with each such employee to discuss the evaluation, and shall provide a copy to the employee. Whenever an employee receives a written evaluation indicating areas of performance in need of improvement, upon request of the employee an additional observation shall be conducted followed by another written evaluation.

5.1.4.4 Within ten (10) school days following the above final evaluation conference, the employee may attach to the evaluation any statement the employee wishes to become a permanent part of the personnel file. The employee may also discuss the evaluation with the evaluator's supervisor.

5.1.5 No negative performance evaluation shall be based upon any written or verbal material of a derogatory nature received by the evaluator from a citizen or a parent unless the employee has first been given an opportunity to discuss the matter with the evaluator.

Within ten (10) calendar days of notice, the employee shall have the right to have written comments attached to such derogatory material prior to its being placed in the personnel file.

5.1.6 Prior to modifications in the evaluation forms, the employer shall meet and negotiate with the Association.

## 5.2 ALTERNATIVE EVALUATION FOR UNIT MEMBERS

5.2.1 Unit members may be evaluated under this section by mutual agreement with the supervisor and the unit member.

5.2.2 To promote openness and encourage creative approaches, it is agreed that a unit member evaluated under this section shall receive a satisfactory rating.

5.2.3 By October 15th, the unit member and the evaluator shall agree to a written evaluation plan. The parties recognize that an alternative evaluation plan is intended to be a collaborative undertaking between the unit member and the supervisor. Input from the district site administrator may be included in this process. It is not the intention of the parties to restrict innovation and creativity; therefore, the following options are only examples (details of evaluation options will be provided to unit members):

1. Visitation/Co-Visitation: Visitation may include observation of other teachers' classroom approaches, techniques, training, and/or in-service activity in or out of the District. Purpose is feedback to unit members.
2. Peer Observation/Coaching of the Unit Member: All communication regarding the actual observation/coaching, including the results thereof, shall be exclusively between the peers.
3. Feedback/Survey: The design of any instrument or survey related to education issues shall be agreed to by the unit member and supervisor.
4. Analyze Student Work Over Specified Time: The purpose of the analysis shall be discussed by the unit member and the supervisor.
5. Other plans as agreed to between the supervisor and the unit member.

5.2.4 No later than May 1, the unit member and the supervisor shall meet to review the year's evaluation activities. No written record of the meeting shall be made.

## 5.3 EMPLOYEE PERSONNEL FILES

5.3.1 An employee may inspect material in the employee's own personnel file which may serve as a basis for affecting the employee's status of employment, except materials which:

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

- 5.3.2 An employee may inspect materials in the employee's own personnel file, with the exception of the above specified items, during the normal business hours of the Employer's Office, at times other than when the employee is required to render service. Such inspection shall take place under the supervision of Management.
- 5.3.3 No adverse comments, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. The review and comment upon materials of an adverse nature shall take place during the normal business hours of the Employer's Office and at a time when the employee can be released from duty, as determined by the Employer. The employee shall submit a request in advance to the employee's supervisor to leave the normal place of work during assigned duty times for such review and comment. Written comments from the employee regarding adverse materials are to be submitted for inclusion in the personnel file within ten (10) working days of the initial notice to the employee.
- 5.3.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.
- 5.3.5 Upon the written request of an employee, disciplinary documents unrelated to an on-going problem and more than four (4) years old, will be removed from the employee's personnel file with mutual agreement between the employee and the Employer.

## **ARTICLE VI: COMPLAINT PROCEDURE**

- 6.1 The appropriate processing of complaints concerning unit members shall be from the complainant to the unit member, then to the unit member's immediate supervisor, then to the unit member's division head, then to the Superintendent. (No provision of this article shall be construed to be a substitute for any other legal authority or jurisdiction. Time limits specified as a result of other legal authorities or jurisdictions are not subrogated by the time limits contained in Article 6.2). This shall in no way pre-empt the unit member's right to file a grievance.
- 6.2 Any written complaint regarding a unit member shall be reported within thirty (30) days of the event or the reasonable knowledge of the event. This procedure applies only to written complaints. If a written complaint is reported to a supervisor after thirty (30) days of the event, or reasonable knowledge thereof, while the supervisor may discuss the matter with the unit member, there will be no explicit record of the issue giving rise to the event placed in the unit member's personnel file. Verbal complaints need not be reported. Any verbal complaint may be reported to the unit member upon the discretion of the administrator receiving the complaint, provided; however, that if the verbal complaint is reported to the unit member, then the following information shall be provided: the name of the complaining party, the nature of the complaint, the factual basis for the complaint including but not limited to who was involved, what occurred, where it occurred and when it occurred, and the names of any witnesses known at that time.
- 6.3 When an administrator receives a complaint regarding a unit member, the administrator shall direct the complainant to meet with the unit member if they have not already met, and shall inform the unit member of the complaint. The Administrator receiving the complaint shall also inform the unit member's immediate supervisor of the complaint. If the unit member or complainant refuses to meet, the unit member's immediate supervisor

shall discuss the complaint with the unit member and the complainant, and take reasonable, appropriate action. (The resolution of complaints shall be developed to improve employee performance.) If the complaint is not resolved at the meeting, if any, between the complainant and the unit member, then either the complainant or the unit member, may request a meeting with the unit member's immediate supervisor, and if not resolved at that meeting, may request a meeting with the unit member's division head, and if not resolved at that meeting, may request a meeting with the Superintendent who shall render a decision consistent with just cause regarding the complaint.

- 6.4 A copy of the complaint shall be provided to the unit member. A unit member may have representation from the Association. Rumor or unsubstantiated information shall not be placed in a personnel file.

## **ARTICLE VII: GRIEVANCE PROCEDURE**

- 7.1 Any grievance which may arise between an employee or the Association and the Employer with respect to the interpretation or application of any of the terms of this Agreement, except as otherwise provided in this Agreement, shall be determined by the provisions of this Article. In the interest of resolving grievances, the grievance procedures shall be kept as informal and confidential as may be appropriate. Employees may be represented at all stages of the grievance procedures.
- 7.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Grievant and/or the Grievant's representative and the immediate supervisor who will answer within ten (10) work days. This step shall be started within ten (10) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis for the grievance.
- 7.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing, by either the Grievant and/or the Grievant's representative to the appropriate Assistant Superintendent, who shall answer, in writing, within ten (10) work days. The second step shall be taken within ten (10) work days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated, and the specific remedy sought.
- 7.4 Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by either the Grievant and/or the Grievant's representative to the Superintendent who shall answer in writing within ten (10) work days. The third step shall be taken within ten (10) work days of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the agreement alleged to be violated, and the specific remedy sought.
- 7.5 Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by the Association to mediation within ten (10) work days of the answer in Step Three. Whenever a grievance is referred to mediation, either party shall request that the California State Mediation and Conciliation Service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as

that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until the Mediator has released the parties from the mediation process.

- 7.6 Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be referral by the Association to arbitration within ten (10) work days of the conclusion of the mediation process.
- 7.6.1 An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the Employer and the Association are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The Employer and the Association each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and the Arbitrator's compensation and expenses shall be borne equally by the Employer and the Association. The Employer and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At the Association request, the Employer shall release a reasonable number of employees from duty to participate in arbitration proceedings. Other expense items such as court reporters, transcripts, or room rent, shall be borne equally by the parties.
- 7.6.2 An Arbitrator shall hold such hearings and shall consider such evidence As to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on the Employer, the Association and the Grievant, and shall not in any way add to, disregard or modify any of the provisions of this Agreement.
- 7.7 Failure by the Grievant to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by written mutual agreement. Failure by the Employer to meet any of the aforementioned time limits will allow the Association to go forward with the grievance to the next step of the established procedures.
- 7.8 Any employee may present grievances on the employee's own behalf in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Agreement and further provided that the Employer shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 7.9 A Grievant shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements, or directives, pending the final decision on the grievance.
- 7.10 All documents resulting from the processing of a grievance shall be filed in a separate grievance file and shall not be placed in any employee's personnel file.



## ARTICLE VIII: ORGANIZATIONAL SECURITY

- 8.1 This Article protects the rights of individual employees without restricting CTA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 8.2 Except as expressly provided herein, all employees in the bargaining unit who do not maintain membership in good standing in CTA are required, as a condition of employment, to pay service fees to CTA, in amounts that do not exceed the periodic dues of CTA, for the duration of this agreement.
- 8.3 No employee shall be obligated to pay dues or service fees to CTA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 8.3.1 Any unit member who is not a member of the Association or who does not make application for membership in the Association within the thirty (30) days of the effective date of this Article or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount equal to that amount permitted by law, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 8.9.4 of this Article.
- 8.3.2 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 8.3.1 above, the Association may, in writing, request that the Employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 8.9.1 of this Article. There shall be no charge to the Association for such mandatory representation fee deductions.
- 8.3.3 If the unit member and the Association are unable to reach agreement on the manner of payment, the Association shall notify the Employer, in writing, that the unit member whose pay is to be affected by the deduction has (1) refused to join the Association and (2) has refused to tender the amount of the representation fee, the Association shall notify the Employer, in writing, that (1) the amount of the fee meets the requirement of law and (2) the Association has informed the unit members in writing of the Association's procedures for employees who contest the amount of the fee in accordance with the regulations of the Public Employment Relations Board.
- 8.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CTA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- a. Shasta County United Way
  - b. American Cancer Society
  - c. Foundation to assist California Teachers
  - d. Shasta County Office of Education Student Benefit Foundation

- 8.5 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CTA, furnish CTA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.
- 8.6 Unit members objecting to joining or financially supporting employee organizations shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 8.4 and 8.5 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of representation fee has been made. Such proof shall be presented on or before September 30 of each school year or, in the case of employees hired after October 31 for the remaining part of the school year, within thirty (30) days of the commencement of duties.
- 8.7 The employee organization is authorized to charge any unit member making "in lieu of payments", as set forth in Section 8.3.2 and 8.3.3 above in accordance with Government Code Section 3546.3, and who requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf for the reasonable cost of such procedures.
- 8.8 Representation Fee
- 8.8.1 The representation fee to be collected from non-Association members shall be the amount authorized by Section 3546.1(i)(2) of the California Government Code.
- 8.8.2 Amount of Representation Fee:
- a. Full time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated representation fee. Such prorate share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.
  - b. Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.
  - c. Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein, except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.
- 8.9 Dues and Service fees Deductions
- 8.9.1 CTA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

- 8.9.2 The Employer shall deduct, in accordance with the CTA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
- 8.9.3 Nothing contained herein shall prohibit an employee from paying service fees directly to CTA.
- 8.9.4 The Employer shall deduct and pay to CTA service fees for each bargaining unit employee who is not a CTA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CTA notifies the County Office that the employee is paying such fees directly to CTA. A payroll deduction authorization form shall not be required for such deductions.
- 8.9.5 The Employer shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen days or more after such submission.
- 8.9.6 The Employer agrees to promptly remit such service fees and deductions to the CTA accompanied by an alphabetical list of Unit Members for whom such deductions have been made, indicating new employees.
- 8.10 Employer's Obligations
- The Employer's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this article that, as a condition of employment in the Shasta County Office of Education, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement. Under no circumstances shall the Employer be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.
- 8.11 Grievance and Dispute Resolution
- 8.11.1 Neither the Association nor individual SCCEA unit members may nor file a grievance, regarding any administration of Article VIII Organizational Security.
- 8.11.2 Any dispute as to the amount of the agency fee shall be resolved pursuant to the regulations of the Public Employment Relations Board.

## **ARTICLE IX: YEAR ROUND SCHOOL**

- 9.1 When a school district or SCOE program changes from a traditional school year calendar to Year Round School, the current unit member(s) directly affected by such change who renders services at the school on the Year Round schedule may elect to go on the new Year Round schedule.
- 9.2 Should such current unit member(s) elect not to participate in the Year Round School program, those relevant positions will be opened internally to unit member(s) in positions requiring the same credential as the position in the Year Round program. The unit member(s) not electing the Year Round schedule will be transferred to the position(s) vacated by existing unit member(s) willing to transfer, regardless of location.

- 9.3 Unit member(s) will be allowed ten (10) days to make an election to either accept or decline a transfer.
- 9.4 If no unit member(s) requests a transfer, assignment of staff will be made based on program needs.
- 9.5 Teachers working in court schools may voluntarily enter into a contract from 184 days up to 212 days with prior approval of the Assistant Superintendent of Educational Services or Designee. Should the days of operation be decreased during the contract year, Management has the right to reduce the teachers' contracted days accordingly.
- 9.6 Teachers, Speech and Language Pathologists and Psychologists in the Early Intervention Program may voluntarily enter into a contract from 184 days up to 200 days with prior approval of the Assistant Superintendent of Educational Services or Designee. Should the days of operation be decreased during the contract year, Management has the right to reduce the teachers' contracted days accordingly.

## **ARTICLE X: HOURS OF EMPLOYMENT**

- 10.1 The workdays shall be in accordance with the calendar contained in Appendix "K". The calendar for each school year shall be developed mutually with the Association.
- 10.2 Except as otherwise provided herein, during each school year, full time employees other than Psychologists and Program Specialists shall work one hundred eighty-four (184) days; full-time psychologists and program specialists shall work one hundred ninety-eight (198) days; counselors shall work one hundred ninety-one (191) days; and WES teachers shall work one hundred fifty-five (155) days (varies with schedule). For the purpose of professional growth an employee may be allowed up to three (3) visitation days per year with prior approval and at the discretion of the Superintendent of Schools.
- 10.3 When a unit member is assigned to a school site(s) he/she shall report for duty thirty (30) minutes before the beginning of his/her first assignment. The work day for full-time unit members shall extend to the completion of the student day. This work day may be modified by voluntary mutual agreement of the employee and the Supervisor.
- 10.3.1 The workday of all unit members is not to exceed 7 hours per day, or 35 hours per week. For unit members who serve more than one site and are itinerant, their work hours must be flexible to accommodate their students' scheduling needs. The itinerant unit members must have prior supervisor approval for these flexible hours.
- 10.4 Non-teaching unit members who are paid on the Certificated Salary Schedule, Appendix G, Columns A through D, shall be assigned to work the same hours as the site to which assigned. Program Specialists shall be assigned to work from 8:00 a.m. to 5:00 p.m. and Psychologists shall be assigned to work from 8:00 a.m. to 4:00 p.m. This work day may be modified by the voluntary, mutual agreement of the employee and the Supervisor.
- 10.5 As scheduled by the Supervisor, all unit members shall be provided a minimum of a thirty (30) minute duty-free lunch period and shall be entitled to two (2) ten (10) minute break periods during the course of the day.

- 10.6 On workdays of non-student attendance, unit members shall report for duty as designated by their Supervisor.
- 10.7 Unit members shall be responsible for other professional activities outside of the above work periods, including such activities as meetings with parents of students, staff meetings, advisory committee meetings, I.E.P. meetings, and evaluation and placement meetings, not to exceed 3 hours per month.
- 10.8 No unit member will be required to serve on any committee not listed above without his/her voluntary concurrence.
- 10.9 It is agreed and understood that this Article shall apply to all unit members.

## **ARTICLE XI: LEAVES**

### **11.1 RULES FOR GENERAL ABSENCE**

- 11.1.1 Employees should notify and receive permission from the division head or his/her authorized representative prior to being absent from work.
- 11.1.2 If an employee needs to be absent from duty, notice must be given to the Human Resources Office, by calling the Substitute number. Except in the event of an emergency, notification shall be given prior to the day of absence. It is the responsibility of the employee to see that the class roll book, lesson plans, and other pertinent material necessary to continue the program are made available at the work site.

### **11.2 SICK LEAVE**

- 11.2.1 Unit members employed five (5) days per week shall be entitled to ten (10) work days leave of absence for illness or injury with full pay, for each school year of service. Unit members employed less than five (5) days per week shall be entitled to a proportionate amount of sick leave.
- 11.2.2 For unit members whose employment is extended by the Employer beyond the regular school year, additional sick leave shall accumulate at the rate of .046154 hours for each such additional hour worked.
- 11.2.3 Employees may accumulate unused sick leave without limitation.
- 11.2.4 The Employer may require a doctor's verification as condition of payment of sick leave of any absence of greater than three (3) consecutive work days or of more than three (3) absences coinciding with a weekend, school vacation, or holiday in any school year.
- 11.2.5 Employees returning to work from sick leave from surgery, a serious illness of greater than three (3) consecutive work days, or a contagious disease, upon the request of the Employer, must provide a doctor's release certifying medical permission to return to work.

- 11.2.6 When a unit member's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 11.2.7 When an employee is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid any substitute employee employed to fill the position during the absence; or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- 11.2.8 In addition to other paid personal necessity leave of seven (7) days, (refer to article 11.9.1) a unit member may use, in any calendar year, up to but not exceeding one half of the unit member's annual entitlement to sick leave as described in Section 11.2.1 to attend to an illness of a child, parent or spouse of the unit member. All conditions and restrictions regarding the use of sick leave shall also apply to the use by a unit member of sick leave to attend to an illness of his or her child, parent or spouse. The provisions of this subsection do not extend the maximum period of leave to which the unit member is entitled under Section 12945.2 of the Government Code or under the FMLA of 1993 regardless of whether the employee receives sick leave compensation during that leave.
- 11.2.9 Effective Jan 1, 2008, unit members who have perfect attendance August through December will receive a \$300 stipend, payable in January. Unit members who have perfect attendance from January through June will receive a \$300 stipend, payable in July. Unit members who miss 1 day will receive a \$200 stipend per period. Days absent due to Staff Development, Jury Duty, Bereavement and Union Business will not be considered an absence and effect a unit member's ability to receive the stipend.
- 11.3 PREGNANCY DISABILITY LEAVE
- Any unit member may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery there from. The length of sick leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician, provided that such verification demonstrates to the Employer that such leave is for disability purposes. Such pregnancy disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.
- 11.4 CHILD CARE LEAVE
- 11.4.1 Unit members may be granted parental child care leave of up to three(3) months for the purpose of preparing for and caring of newly born or newly adopted child.
- 11.4.2 Such leave is without pay and benefits of any kind, including, but not limited to, any paid leaves.

- 11.4.3 Request for such leave must be made at least thirty (30) work days prior to the requested beginning date in the case of a newly born child and as far in advance as possible in the case of an adoption.
- 11.4.4 The beginning date and duration of such leave shall be at the discretion of the Superintendent.
- 11.5 PARENTAL LEAVE
- Unit members are eligible for one day paid leave on the day of birth or the take home day of their newly born or adopted child. Such leave shall not be deducted from sick leave and is not accumulative.
- 11.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE
- 11.6.1 Unit members shall be eligible for leave of absence because of industrial accident or illness which the Employer's industrial accident insurance carrier considers a valid claim. Prior to the Employer changing carriers, the Employer and Association shall meet and negotiate concerning the impact on insurance coverage's of unit members.
- 11.6.2 Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first day of absence.
- 11.6.3 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 11.6.4 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 11.6.5 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 11.6.6 Industrial Illness and Accident Leave is to be used in lieu of sick leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than a full day's wage or salary. The Employer in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 11.6.7 Unless travel outside of California is authorized by the Employer, employees receiving benefits under the policy during a period of illness or injury shall remain in the State of California.
- 11.6.8 The Employer may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work.

11.7 BEREAVEMENT LEAVE

11.7.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of his/her immediate family.

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

11.8 JURY DUTY

11.8.1 Unit members are entitled to leave to serve on a jury.

11.9 PERSONAL NECESSITY LEAVE

11.9.1 Unit members may use a maximum of seven (7) days of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:

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

b. Accident involving the person or property of the employee, or the person or property of a member of the immediate family.

c. Appearance in any court as a litigant; or as a witness under subpoena.

d. Serious circumstances which cannot reasonably be disregarded and which require the immediate and personal attention of the employee during assigned hours of service.

e. Death of a close personal friend.

11.9.2 All requests for Personal Necessity Leave shall be in writing and should be presented to the division head as far in advance as possible. Such requests shall state the period of time to be absent, and the steps taken to insure an adequate instructional program by the substitute employee.

11.9.3 Requests shall be reviewed by the division head before being referred to the Superintendent or designee. An employee may route his/her request directly to the Superintendent or designee if immediate approval of an emergency leave is required during the unavailability of the division head.

11.9.4 Employees shall not be required to secure advance permission for leave taken for: (1) death or serious illness of a member of his/her immediate family; (2) accident, involving his/her person or property, or the person or property of a member of his/her immediate family. Employees utilizing this option must notify the Human Resources Office and arrange for appropriate substitutes.

11.9.5 "Member of the Immediate Family" shall be as defined in the Bereavement Leave provision of this Agreement.



## 11.10 SABBATICAL LEAVE

- 11.10.1 A Sabbatical Leave of one-half (1/2) pay for one school year or any portion thereof shall be granted to an employee by the Board for study or travel upon the recommendation of the Superintendent, subject to the following conditions, if the leave would be of significant value to the County Schools' students and educational programs and if adequate funding is available without adversely affecting County Office educational programs.
- 11.10.2 Requests for Sabbatical Leave must be received by the Superintendent in writing no later than February 1st of the school year preceding the school year for which the Sabbatical Leave is requested. The applicant shall describe the proposed program in detail and precise statement of how the program would be of value to the County Office.
- 11.10.3 An employee may not be granted more than one (1) such leave of absence in each seven (7) year period.
- 11.10.4 At the expiration of the Sabbatical Leave of Absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in a position equivalent in duties to that held by him/her at the time of the granting of the leave of absence.
- 11.10.5 The Employer shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee which occurs while on Sabbatical Leave.
- 11.10.6 Upon return from Sabbatical Leave, an employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the County Office during the period of his/her absence.
- 11.10.7 Sabbatical Leave must be preceded by at least seven (7) consecutive years of certificated service, all of which have been served as a regular full-time certificated employee in the County Office. Service of at least seventy-five (75) per cent of the certificated service days in each year count as a full school year. Any year in which the applicant has served some days, but failed to serve seventy-five (75) per cent of the certificated service days shall not be deemed a break in the continuity of service, but shall not be included as service in computing the seven (7) consecutive year period. Absence from the service of the County Office for a period of not more than one (1) year under a leave of absence, without pay, granted by the Board for service under a nationally-recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven (7) consecutive years of service required by this section.
- 11.10.8 The number of employees absent on Sabbatical Leave at any one time shall not exceed one (1) per cent of the total number of certificated employees in the unit. (In order for one employee to be eligible, there must be fifty-one (51) full-time employees in the unit.) In cases where requests exceed this limit, an advisory committee of three (3) unit members appointed by the Association will recommend priorities to the Superintendent.

- 11.10.9 Sabbatical Leave will be granted for no more than one (1) year. Sabbatical Leaves shall coincide with the school year or the semester, unless otherwise approved by the Superintendent.
- 11.10.10 Compensation while on Sabbatical Leave shall be in accordance with the provisions of the salary schedule in effect during the period of the leave, and shall be considered time in service for retirement purposes. Retirement deduction shall be in proportion to the salary received.
- 11.10.11 Applicants who desire to receive salary allowance while on Sabbatical Leave must furnish a suitable bond indemnifying the Employee for any salary paid the employee during the period of the Sabbatical Leave in the event the employee fails to return to render service twice the length of the Sabbatical Leave to the Employer following the termination of the Sabbatical Leave or in the event the employee fails to satisfactorily carry out the program of study or the itinerary of the trip approved. In the event the employee is unable to render the said service due to death or physical or mental disability, this provision shall be waived.
- 11.10.12 Applicants who do not desire to furnish a bond and receive salary while on Sabbatical Leave shall be paid in accordance with the Employer's procedure in two (2) equal installments as follows:
- a. At the end of the first period of service equal to the Sabbatical Leave, after the employee's return to duty, the Business Department shall release the first installment upon receipt of a Board resolution authorizing the payment of said installment and including an affirmative statement to the effect that the employee has completed such service and fulfilled all other legal requirements.
  - b. At the end of the second period of service equal to the Sabbatical Leave, a similar procedure shall be followed authorizing payment of the second and final installment.
- 11.10.13 In no case will the amount received from Sabbatical Leave pay and remuneration from other grants, stipends, or wages exceed the regular salary of the employee. In this instance, the Sabbatical Leave Pay shall be reduced to cause the total to equal the salary the employee would have received had he/she not taken the leave. Upon return from Sabbatical Leave, the employee shall file a statement of income from these sources and appropriate adjustments will be made. Any excess amount paid the employee will be deducted from the next regular salary warrant.
- 11.10.14 In cases of injury to or illness of the employee during Sabbatical Leave which prevents his/her completion of the purpose of the leave, the Sabbatical Leave will be terminated and all provisions for Sick Leave will apply. The County Office must be notified within ten (10) days from the first day of injury or illness. If death prevents completion of leave, return to service, or completion of the above required amount of service, no repayment of salary will be required of his/her estate.
- 11.10.15 The applicant is to submit a statement of his/her proposed program during the leave, which must meet the intended purposes of a Sabbatical Leave. The program may consist of formal study at a college or university, or travel and study combined. The employee may accept a grant-in-aid or fellowship designed to assist in the accomplishment of the purpose of leave. The employee must pursue a program of twelve (12) or more units each semester during the leave in an accredited institution of higher learning or six (6) such units

in the case of a travel/study program. The work must relate to the present or prospective service of the employee in the County Office or must qualify him/her for a higher credential or degree.

11.10.16 All applications for Sabbatical Leave must be accompanied by a written plan detailing the methods by which the program requirements will be met.

11.10.17 At the conclusion of the leave, the employee shall furnish the Superintendent with official transcripts to verify work agreed to be taken at the time the leave is granted. The returning employee shall also submit to the Superintendent a written report outlining programs undertaken during the leave and the report shall include examples of why the leave was of value to the County Schools' Office. In the event a Sabbatical Leave included travel, the report shall follow the pattern agreed to by the employee and the Superintendent at the time the leave was approved or as later modified by mutual agreement. Such a report shall be detailed consisting of notes and/or audiovisual materials, etc., that can be used and may be duplicated for use in the instructional program by the employee and other employees of the County Schools' Office. These reports may be kept on file in the County Office media center.

## 11.11 ASSOCIATION LEAVE

The Association is entitled to a total maximum of 10 days paid leave during the school year to attend to Association business, subject to the following conditions:

a. The employee utilizing the leave must notify his/her immediate Supervisor at least two (2) working days in advance of the leave whenever possible. In the event two days advance notice is not provided, such leave is contingent upon the Employer securing an acceptable substitute employee.

b. The Association shall reimburse the County Office for the cost of any substitute employees actually hired to replace persons utilizing this leave.

c. All such leave must be taken on a full-day basis.

## 11.12 LEAVE OF ABSENCE WITHOUT PAY

11.12.1 Unit members may request a leave of absence without pay for a period of up to one year. Employees granted such may continue fringe benefits at their own expense with the approval of the insurance carrier and in compliance with County Office procedures.

11.12.2 Requests for leave may be based on illness or personal reasons.

11.12.3 Employees requesting such leave shall present a letter to the Director of Human Resources indicating reasons for the request. A request for leave for personal reasons shall be submitted before March of the year prior to the leave. Exceptions to the March 15 deadline may be granted by the Superintendent for unforeseen circumstances.

11.12.4 The Superintendent may grant up to one (1) year's leave.

11.12.5 A unit member on unpaid leave will not receive service credit on the salary schedule.

## 11.13 FAMILY CARE AND MEDICAL LEAVE

PLEASE SEE APPENDIX E FOR GUIDELINES REGARDING FAMILY CARE AND MEDICAL LEAVE.

## **ARTICLE XII: TRANSFER PROCEDURES**

### 12.1 GENERAL PROVISIONS

12.1.1 The Employer reserves the right to transfer employees subject only to the following procedures.

12.1.2 Accordingly, alleged procedural violations of this Article may be processed through the Grievance Procedure of the Agreement.

### 12.2 DEFINITIONS

12.2.1 A "transfer" is the relocation of a unit member from one school, county office facility or assignment to another or from one grade level or subject area to another (other than as necessitated by the moving of an office).

12.2.2 A "Vacancy" is a position within this representation unit occurring when the Employer determines that an additional or replacement employee is required.

### 12.3 PROCEDURE

12.3.1 During the regular school session, the Human Resources Office shall post a list of vacancies for positions within this representation unit within ten (10) working days after a vacancy occurs. The list shall contain the closing date and procedures for submitting a request for transfer, and the list shall remain posted for ten (10) days. No regular assignment to fill a vacancy may be made until after this closing date. A copy of such posting shall also be mailed to the Association President.

12.3.2 To be considered for vacancies, unit members shall file a transfer request with the Human Resources Office. All requests for transfer will be valid until May 1 of each year.

12.3.3 If a request for a specific transfer is not granted, upon request of the employee, he/she shall be given the reasons in writing and the Employer shall schedule a meeting to discuss the reasons why the transfer was not granted. The employee may, if not satisfied, schedule a conference with the Superintendent and be accompanied by a representative.

12.3.4 In the case of a voluntary transfer, if two (2) or more unit members with state-required credentials for the position apply for a vacancy, the Superintendent shall consider such factors as established duties and requirements for the vacant position as outlined in the job description, preparation and training relative to the position requirements, professional characteristics desirable for the new position, past evaluations, program and organizational needs, and the rationale for the transfer request from the teacher's point of

view. All things being substantially equal in these areas, the unit member with the greatest seniority shall receive the transfer.

In the case of an involuntary transfer, if a vacancy occurs, the Superintendent shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, a unit member with state required credentials for the position shall be transferred and the Superintendent shall consider such factors as the established duties and requirements of the position as outlined in the job description, preparation and training relative to the position requirements, professional characteristics desirable for the new position, past evaluations, program and organizational needs. All things being substantially equal in these areas, the unit member with the least seniority shall be transferred. Any unit member who is to be involuntarily transferred/reassigned shall, at the request of the unit member, be informed in writing by the Superintendent or designee of the reason for transfer.

- 12.3.5 All transfers shall normally be completed by June 30 of each school year. In the event of an occurrence after this date, such as death, resignation, leave of absence, change in enrollment, or other unforeseen circumstances, transfers may be made or changed by the Employer.
- 12.3.6 An employee who is transferred shall be provided with assistance to move his/her teaching materials and two (2) days of released time to prepare for the new assignment. One (1) additional day of released time may be granted by mutual agreement of the Supervisor and employee.
- 12.3.7 In filling non-promotional vacancies occurring within the professional staff, preferential consideration shall be given to qualified employees requesting transfers prior to assignment of new employees provided the employee desiring consideration has filed the appropriate form with the employer's Human Resources Office.

### **ARTICLE XIII: CLASS SIZE AND CASELOADS**

The Shasta County Schools' Office shall adhere to the State mandated class sizes and caseloads established by applicable California State law and this Contract. For information, such current class size provisions of State law are listed in Appendix "C", with reference to a Memorandum of Understanding printed on the back of Appendix C, in effect from January 1, 2008 through the last day of school for 2007/2008.

### **ARTICLE XIV: COMPENSATION**

#### **14.1 WAGES**

- 14.1.1 Employees covered by this agreement shall be paid wages as provided in the attached Appendices'.

The compensation package includes salaries (excluding step and column increases and mandatory salary-driven benefits, such as STRS, Workers Compensation, Medicare, etc.), and non-mandatory benefits such as medical, dental, vision, and life insurance.

## 14.1.2 HOURLY WAGE RATE

Certificated hourly wage rate will be paid at \$30.00 for voluntary duties involving direct student and/or school improvement beyond the regular workday assignment. These hours are exclusive of the professional hours outlined in Article 10.7 and must be assigned and approved by the Superintendent or designee. Summer School, Home and Hospital, or a continuation of the regular assignment is excluded from this article.

## 14.2 STAFF DEVELOPMENT

14.2.1 Beginning July 1, 1999, Certificated employees working 183 days will work 184 days as follows: three (3) days for in-service, one (1) day for meetings and 180 days of instruction. Counselors that currently work 190 days will now work 191 days. All staff are expected to attend each planned full day of staff development as agreed upon in 1998-99 negotiations. The unit will exercise all due diligence to ensure attendance at staff development by all certificated staff. No personal necessity leave will be used unless of an emergency nature.

14.2.2 It is the professional responsibility of all certificated staff to ensure an appropriate educational environment in advance of the first day of school and prior to the close of the school year.

## 14.3 BENEFITS

14.3.1 Each full-time unit member shall be entitled to receive a monthly Employer health and welfare benefit contribution. The employer will contribute a fixed dollar amount for employee benefits in the amount of \$9,443 per year.

Employees may choose health plan options that most suit their needs as provided in Appendix "L", including medical, dental and vision.

A \$10,000 term life insurance policy for eligible employees.

14.3.2 The Employer may, with the approval of the County Office of Education Certificated Insurance Committee, elect to change insurance carriers, claims administrators, become self-funded, or to otherwise alter the methods and means of providing the employee benefits of Section 13.2.1. This committee shall be comprised entirely of County Office of Education employees. It shall consist of six (6) members; three (3) appointed by the Administration, three (3) appointed by the Association. The Employer agrees to maintain the current level of benefits. Each member shall have one vote.

14.3.3 The above insurance benefit contributions shall be prorated for eligible part-time unit members, when the policy permits except those employees regularly assigned to work less than half-time shall not be eligible for any benefit contribution or coverages. This option is only available at the time of employment or any open enrollment periods permitted by the insurance carriers.

- 14.3.4 A member of the unit on an unpaid leave of absence may participate at the member's option and at his/her expense, in any of the above insurance benefit coverage's during the period of the leave, subject to the approval of the insurance carrier. If such an option is selected by an employee, premiums will be paid to the Employer's designee on a quarterly basis in advance.
- 14.3.5 Employees after the age of fifty-five (55), with a minimum of fourteen (14) total years of Employer service, who retire by going directly from active employment with the Employer to retirement through the State Teachers Retirement System or Public Employees Retirement System, are eligible to participate in the medical benefit plan set forth in 14.3.1 above, with the Employer contributing as follows:
- Employees hired on or after January 1, 1997 are eligible for \$300 per month until the employee reaches the age they are eligible for Medicare.
- Employees hired before January 1, 1997 are eligible for either \$150 per month for life, or \$300 per month until the employee reaches the age they are eligible for Medicare.
- The current retiree benefit of \$150.00 can be applied toward either the SCOE group medical, dental, and or vision health insurance plan(s) provided to actively employed unit members or paid directly to the insurance company or group administrator of any other medical insurance plan of the retiree's choice.
- 14.3.6 The Employer agrees to implement the provisions of Section 44929 of the Education Code of the State of California, providing all conditions contained therein are met.
- 14.3.7 The Employer will implement Medicare for those employees electing to be covered effective December 1, 1991, providing the necessary statutes authorizing Medicare are enacted.
- 14.4 AUTOMOBILE MILEAGE EXPENSE REIMBURSEMENT
- 14.4.1 A unit member who is authorized in advance by the Supervisor to use his/her personal automobile in the performance of duties shall be reimbursed at the rate established by the Internal Revenue Service. To be eligible for such mileage reimbursement, an employee must follow County Schools' Office approval and claim procedure.
- 14.4.2 For the purposes of section 14.4.1, itinerant employees shall be assigned a primary work location. Employees who are assigned to any County Office facility or classroom shall have that building designated as their primary work location. For employees not covered by the foregoing, the primary work location will be either the duty assignment closest to the employee's home, or the main County Office building, whichever is closer. Mileage payments will not be made for an employee's travel from home to the primary work location. When more than one site is served or an employee travels to a location other than the primary work location, mileage will be provided for all travel, less round trip

mileage from the employee's home to the primary work location. Whenever an employee is required to attend irregularly scheduled meetings, mileage will be paid for travel to and from such meeting places.

14.5 MEDICAL STIPEND

Each Speech and Language Pathologist holding a valid state license, which is used for Medi-Cal billing purposes, will receive an annual stipend of \$300.00. The licenses will not be used in the reimbursement process. If the Shasta County Office of Education should make the decision to no longer bill for Medi-Cal services, the stipend would be discontinued.

14.6 ADMINISTRATIVE INTERN

Under the supervision of the site principal or manager, the administrative intern will perform the duties of the administrator in the absence of the administration. The administrative intern will also take on other administrative duties as outlined in their contract. Teacher selection will be determined by the administration. The administrative intern will not be involved in the evaluation or supervision of certificated personnel. Administrative interns will receive a \$1000 stipend (payable through a personnel services agreement) and will be prorated based on date of hire.

14.7 NEW TEACHER STAFF DEVELOPMENT LEADERS

Under the supervision of the Assistant Superintendent of Instruction or designee, teachers will be identified yearly who will serve as New Teacher Staff Development Leaders to provide services for probationary teachers and teachers who receive an unsatisfactory evaluation for the additional days as described in Article 14.8. Duties will be outlined by their contract. Teacher selection will be determined by the administration on an annual basis. New Teacher Staff Development Leaders will receive a \$350 per day stipend (payable through a personnel services agreement) for services rendered.

14.8 PROBATIONARY TEACHERS AND TEACHERS WHO RECEIVE AN UNSATISFACTORY EVALUATION

Probationary teachers (first and second year) and teachers who receive an unsatisfactory evaluation, will be compensated for an additional 5 days when required to attend workshops, and or other additional staff development (beyond the regular work day and 184 day work year) as approved by their immediate supervisor. Additional work days will be prorated based on date of hire and paid under a personnel services agreement.

**ARTICLE XV: SAFETY CONDITIONS OF EMPLOYMENT**

15.1 It is the responsibility of the Principal/Supervisor to ensure safe and appropriate working conditions for County Office personnel serving in districts.



- 15.2 Consistent with provisions of the California Education Code the County Office shall confer and provide assistance and/or appropriate legal representation for any employee assaulted by a student or a parent while in the lawful discharge of his/her duties. An assault shall be defined, as in the Penal Code, as an unlawful attempt, coupled with a present ability to commit a violent injury on the person of another.
- 15.3 Any case of assault should be promptly reported to the employee's immediate Supervisor, who shall immediately report the incident to the appropriate law enforcement agency. Such employee then shall submit a complete written report of the incident to the Supervisor. The employee shall be entitled to reasonable release time to complete such report.
- 15.4 When absence arises out of or from such assault or injury, the terms and conditions of the Workers' Compensation Insurance and appropriate leave provisions of this Agreement shall apply, except that the maximum amount of Industrial Accident Leave shall be expanded to one hundred twenty (120) work days.
- 15.5 A unit member shall report to the immediate Supervisor any condition which he/she believes to endanger his/her health or safety. Such report shall be in writing, or shall be presented verbally, followed as soon as practicable by a written report. The Supervisor shall take responsive, reasonable, and appropriate action and shall so inform the employee in writing.
- 15.6 The following shall be the procedure followed for the administration of medication and medical services to students:
- 15.6.1 The parent must submit a written request to the program administrator requesting that the teacher provide the service. Such service to pupils shall be done only in exceptional circumstances wherein the child's health may be jeopardized, as determined and approved by the program administrator.
- 15.6.2 The student's physician must provide a written authorization for the teacher to administer the service. Such service shall be operable under the general supervision of a credentialed County Office school nurse. Such authorization shall include a description of how and when the service is to be performed.
- 15.6.3 Employees are required to follow these procedures and exercise the skill and care required by a reasonably prudent person when providing said services. No employee shall be required to provide such services which are beyond their training.
- 15.6.4 Employees following these procedures will be covered by the Shasta County Schools' Office liability insurance policy.
- 15.7 At the request of the unit member, the County Office will reimburse unit members for their damaged property, limited to eye glasses, hearing aids, jewelry or clothing worn by the unit member, when such property is damaged in the line of duty without the fault of the unit member. The limit of payment shall be \$250.00.

- 15.8 The County Office will reimburse unit members for the loss, destruction, or damage by arson, burglary or vandalism of personal property, used in special education classrooms, or any department facility, including administrative offices. To be eligible for reimbursement under this section, the unit member must have received written authorization from their Supervisor to use such personal property in the performance of their employment. The value of the property is to be determined at the time permission for use is given.
- 15.9 Reimbursement provided pursuant to Section 15.7 and 15.8 shall only be provided as limited by those sections and after the employee has submitted a claim to his/her personal insurance carrier. Reimbursement by the County Office is intended to augment, not replace, personal insurance coverage. In no event is the County Office reimbursement, when added to personal insurance compensation, to exceed the total value of the property being replaced or repaired. Reimbursement will be based on the value declared in accordance with Section 15.8.
- 15.10 At the request of a unit member, the Board policy governing the rights and duties of unit members with respect to student discipline will be presented to them.

#### **ARTICLE XVI: TEACHER AIDES**

- 16.1 The Shasta County Schools' Office shall not initially assign an instructional aide to an employee without such employee's consent. Furthermore, employees may interview and participate in selecting aides jointly with program managers. It is agreed and understood that this provision shall not apply in the event of reassignment necessitated by a layoff of certificated or classified employees.
- 16.2 The duties to be performed by an instructional aide shall be approved by the supervisory teacher before such aide is assigned, within the constraints of the job description.
- 16.3 A supervising teacher shall be jointly responsible with the program manager (Division Head) for evaluating the performance of the instructional aide, within the constraints of the County Office evaluation procedures.

#### **ARTICLE XVII: SUMMER SCHOOL**

- 17.1 Assignment of unit members to summer school positions shall be voluntary.
- 17.2 A listing of known summer school positions shall be posted in the County Schools' Central Office prior to the close of the regular school year.

- 17.3 Formal notification of assignment to summer school shall be in writing and shall include the location of the assignment and the subject taught.
- 17.4 Unit members assigned to summer school are entitled to utilize up to two (2) days of their accumulated sick leave for absence due to illness or injury which occurs during summer school. Sick leave shall be charged at the same rate as accumulated.
- 17.5 Unit members who are regularly employed during the school year, whether full or part-time, will accrue one pro-rated sick leave day for working summer school. The prorated accrual shall be based on the unit members' summer school work day and not on the regular school work day.
- 17.6 Selection for summer school positions shall be made using the following criteria.
- Unit members who hold the position during the regular school year will have the option of continuing in that position through summer school if they meet the following qualifications:
1. A positive evaluation.
  2. The appropriate professional qualification/credential for the position.
  3. If the unit member does not meet the requirements or does not accept the position, the position will be offered to current unit members.
  4. Those interested will be interviewed and the final decision will be made by administration.
  5. Notification of summer school employment opportunities will be done by April 1, with assignment made by May 1.
  6. It is understood that positions may be added or deleted after May 1 based on enrollment.

**ARTICLE XVIII: PROVISIONS FOR HOURLY UNIT MEMBERS**

Article 18.1 now addressed under Article 14.1.2, and Article 18.2 is addressed under article 14.3.3.

**ARTICLE XIX: MISCELLANEOUS PROVISIONS**

- 19.1 Not later than October 1, the Employer shall furnish the Association with the placement of unit members on the respective salary schedules as of the start of the current work year.
- 19.2 Upon appropriate written authorization from the unit member, the Superintendent shall deduct from the salary of such employee and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Employer.
- 19.3 Any individual contract between the County Office and an individual unit member shall be subject to and consistent with the terms and conditions of this agreement.
- 19.4 Within thirty (30) days of the ratification of this Agreement by both parties, the County Office shall have copies of the Agreement prepared and delivered to the Association for

distribution to each certificated employee of this bargaining unit. The County Office will provide a copy of the contract for each member of the bargaining unit.

19.5 A unit member's resignation shall remain revocable until such time as the Superintendent officially takes action on such resignation.

19.6 Upon the request of either party, the parties may conduct an annual joint review of the budget.

19.7 DRUG/ALCOHOL TESTING PROGRAM

Unit members who transport students on a routine or regular basis will be included in the employer's Drug and Alcohol Testing Program. These positions will be identified and reviewed annually by the Administration and Bargaining Unit. Statistics related to these unit members will not be included in state and federal reports. The Superintendent or designee will determine which unit members routinely or regularly transport students as part of the job description for the position.

**ARTICLE XX: SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE XXI: CONCERTED ACTIVITIES**

21.1 It is agreed and understood that there will be no strike, work stoppage, unlawful picketing or refusal or failure to fully perform job functions and responsibilities, or other interference with the operations of the County Schools' Office by the Association or by its officers, agents, or members during the term of this Agreement.

21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County Schools Office by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

21.3 It is understood that in the event this Article is violated, the Employer shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any employee and/or the Association violating this Article.

**ARTICLE XXII: SPECIAL PROVISIONS REGARDING STUDENT PROGRAMS**

22.1 JOINT COMMITTEE FOR SPECIAL SCHOOLS AND SERVICES CONCERNS

22.1.1 The Employer and Association shall establish a joint committee comprised of eleven (11) members. Up to seven (7) members shall be appointed by the Association, two (2) members shall be appointed by the County Office of Education Administration and the Child Development Unit shall have two (2) members appointed by their unit to this Joint Committee. The facilitation of the meetings shall be the responsibility of the County Office of Education Administration.

22.1.2.1 The Committee shall have the function to review and recommend solutions to the problems listed below. All Committee activities shall occur after the regularly scheduled workday. Those matters which are within the lawful scope of representation and are not covered by the current collective agreement between the parties shall be referred to the bargaining representatives of the Association and the Employer.

22.1.3 The problems which the Committee shall review for recommended solutions to the Employer and Association pursuant to 22.1.2 above, shall include, but not be limited to:

- a. Staff development and in-service,
- b. Student discipline,
- c. Working conditions.

22.1.4 The provisions of Section 22.1 shall not be subject to the grievance procedure.

22.2 The Employer shall not retain a consultant, independent contractor (as defined by California State Labor Code Section 3353) or teacher services for the purpose of circumventing the employment of a bargaining unit member.

## **ARTICLE XXIII: LAYOFF PROCEDURES**

23.1 In the event of any planned layoff of unit members, the following steps shall be taken.

23.1.1 The Employer will make reasonable effort to notify the Association President two days prior to the service of layoff notices. This information is to remain confidential to the Association President.

23.1.2 The Employer shall also provide the Association President with a seniority list of all unit members.

23.2 In the event that unit members are laid off, the Human Resources Office shall assist those employees by:

23.2.1 Notifying them of any certificated job opportunities within the County Office for which they may qualify.

23.2.2 Making available information received by the County Office about certificated job opportunities with other employers.

- 23.3 A unit member who is laid off may use up to two (2) days of available Personal Necessity Leave for the purpose of participating in job interviews to secure other employment. Such leave shall be subject to the following provisions:
- 23.3.1 The employee shall notify the Supervisor or designee at least twenty-four (24) hours prior to the requested date of leave, consistent with the procedures of Articles 11.9.2 and 11.9.3.
- 23.3.2 The leave is contingent upon the Supervisor or designee determining that the employee can be spared.
- 22.3.3 The employee shall submit to the Human Resources Office documentation of the time, place, location and nature of the interview.
- 23.4 A unit member being laid off will be considered for continued employment under the following conditions:
- 23.4.1 A vacant position as established by the Employer must be available for the employee and the employee must be legally qualified for an emergency credential to be assigned to that position. Upon the request of a unit member who qualifies under this section, the Employer will conduct an emergency credential review to determine if the employee qualifies for the credential. If the employee meets the qualifications for the credential, the Employer shall assist the employee in filing an emergency credential application.
- 23.4.2 The employee must have 15 or fewer semester units to complete to qualify for a new credential.
- 23.4.3 The employee must be able to obtain the new credential within 18 months.
- 23.4.4 If the conditions of 23.4.1, 23.4.2, and 23.4.3 above can be met, then the employee must submit a written request to the Employer requesting such continued employment prior to April 15 in the year in which the layoff notice was received.
- 23.4.5 The Superintendent shall determine who qualifies for the program based upon the provisions found in 23.4.1, 23.4.2, 23.4.3, 23.4.4 and the needs of the educational programs of the County Schools Office, applied in a reasonable manner.
- 23.4.6 Once accepted for such continued employment, the maximum period of such continued employment under an emergency credential shall be for one additional school year and the summer session following.
- 23.4.7 If additional course work is still required, and the courses were not previously available, and/or they were in conflict with other required courses taken, the affected employee could have the following semester to complete the course work, contingent upon state certification for the emergency credential.
- 23.5 Upon the request of the employee, a bargaining unit member who is laid off shall be continued as a participating member in health, dental, vision and life insurance programs through October 31. At the termination of the member's paid benefits enumerated above, the employee may continue participation in the plans as agreed to by the carriers and premiums are to be paid in advance to the Employer on a bimonthly basis.

- 23.6 For layoffs of unit members a tie in seniority (based upon actual initial date of paid service) will be broken on the basis of greatest length of Shasta County Schools full-time equivalent experience (excluding any service of less than .25 FTE during any school year and as a Home and Hospital Teacher and a day-to-day substitute) as a certificated employee since initial date of paid service. In the event that a tie in seniority still exists, the date of the written acceptance of employment shall be used to break a tie. In the event that a tie in seniority still exists, the greatest length of Shasta County Schools full-time equivalent experience (excluding any service of less than .25 FTE during any school year and as a Home and Hospital Teacher and a day-to-day substitute) as a certificated employee prior to the most recent date of paid service shall be utilized to break the tie. Should a tie still exist, a drawing of lots shall be used to break the tie in seniority.
- 23.7 It is agreed and understood that the above Article fully and completely meets the obligation of the Employer to meet and negotiate concerning the impact of layoffs or reductions of services of any unit members.

#### **ARTICLE XXIV: PEER ASSISTANCE AND REVIEW (PAR) PROGRAM**

- 24.1 Staff Development monies will be used to pay for the additional 5 days of training for probationary teachers and teachers who receive an unsatisfactory evaluation as stated in article 14.8.

#### **ARTICLE XXV: EARLY RETIREMENT**

- 25.1 The Employer will consider requests of eligible employees for the following program. Such requests shall be considered on an individual case-by-case basis. Approval or denial of each request shall be at the sole and exclusive discretion of the Superintendent, considering such factors as impact on teacher staffing and the overall education program, cost and availability of funds, and other considerations.
- 25.2 Qualifications for the program are as follows:
- a. Full-time service in a position with the Employer for a minimum of ten (10) school years.
  - b. Being at least 55 years of age as of the date of retirement.
  - c. Retirement from the Employer under the State Teachers' Retirement System.
- 25.3(a) Employees meeting all of the above qualifications may apply for participation in the program. Proposals shall be submitted through the Human Resources Office to the Superintendent, normally by February 1 of the school year preceding retirement. However, the Superintendent may waive this deadline at the Superintendent's discretion. In that event, proposals shall be submitted as far in advance of retirement as possible.

- 25.3(b) Retirees accepted to participate in the program and the length of the participation shall be determined by the Superintendent at his discretion. However, new participants in the program shall be limited to no more than two (2) each school year.
- 25.3(c) Persons accepted for this program shall be employed under contract for up to two (2) school years. Specific professional services to be provided shall be determined by the Superintendent, in consultation with the participant.
- 25.3(d) Participants shall provide up to forty (40) days of service each contract year at times determined by the Superintendent, in consultation with the participant.
- 25.3(e) Participants shall be compensated at the rate of the employee's final daily salary prior to retirement. Hourly pay to be prorated from their daily rate.
- 25.3(f) A participant, with approval of the Superintendent, may terminate participation at any time.
- 25.3(g) A participant who quits or is terminated prior to completion of contracted services, or who fails to complete such services, shall be compensated only on a pro rata amount of the agreed-upon compensation based upon the amount of actual services rendered.
- 25.4 The provisions of this article are not subject to the grievance procedure.

#### **ARTICLE XXVI: COMPLETION OF MEET AND NEGOTIATION**

- 26.1 Except as specifically provided in Article XXVI (Term) during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment and terms and conditions of employment and agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the Employer or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

#### **ARTICLE XXVII: TERM**

- 27.1 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 27.2 This agreement shall remain in full force and effect from July 1, 2007, through June 30, 2010.
- 27.3 For the 2008/2009 school year, each party may reopen on salary, benefits and one article.
- 27.4 For the 2009/2010 school year, each party may reopen on salary, benefits and one article.



IN WITNESS WHEREOF, the parties have executed amendments to this Agreement on the 18<sup>th</sup> Day of December 2007 to be effective July 1, 2007, or thereafter as specified.

**SHASTA COUNTY SUPERINTENDENT OF  
SCHOOLS**

**SHASTA COUNTY CERTIFICATED EMPLOYEES  
ASSOCIATION**

---

Tom Armelino  
Superintendent

---

Glynn Gregory  
Association President

---

Adam Hillman  
Assistant Superintendent Business Services

---

Jamie Patton  
Negotiating Committee Chair

---

Brenda Palmer  
Director, Human Resource Services

---

Mike Kelly  
Negotiating Committee Member

---

Kathy Cowles  
Director, Alternative Education

---

Corinne McLeod  
Negotiating Committee Member

---

Julie Tirado  
Director, Business Services

---

Jennifer Levins  
Negotiating Committee Member

---

Sara Winston  
Negotiating Committee Member

## **APPENDIX**

## Appendix A

### Teachers, Nurses, Language Pathologists and Counselors

As provided for in Education Code Section 45028(b) The Association and the Superintendent agree to grant any employee hired after July 1, 1991, differential credit for prior years of experience or prior units of credit for purposes of initial placement on the salary schedule.

1. Unit members who have Master's Degree from an accredited institution shall receive an annual stipend of \$1,000. Unit members who have an earned doctorate which is job-related from an accredited institution shall receive an additional annual stipend of \$1500.
2. Unit members shall be paid additional longevity payments according to the attached salary schedules contingent upon completion and certification of professional development as follows:

<u>Years of Service Credit</u> <u>Beginning with year:</u>	<u>Professional Development</u> <u>Hours to Advance</u>
<ul style="list-style-type: none"><li>• 17</li></ul>	<ul style="list-style-type: none"><li>• 35</li></ul>
<ul style="list-style-type: none"><li>• 19</li></ul>	<ul style="list-style-type: none"><li>• 35</li></ul>
<ul style="list-style-type: none"><li>• 21</li></ul>	<ul style="list-style-type: none"><li>• 35</li></ul>
<ul style="list-style-type: none"><li>• 25</li></ul>	<ul style="list-style-type: none"><li>• 45</li></ul>

Professional growth refers to participation in activities that contribute to the employee's competence, performance, or effectiveness in the profession of education.

The employee is in good standing and completes agreed-upon hours from any of the following possible sources outside the normal work hours or contracted staff development days:

1. College and /or University course work
2. County Office-sponsored trainings or workshops
3. Individual professional development activities
  - Continuing education units
  - Independent study
  - Coursework, workshops, conferences, or other programs that are sponsored by an organization other than a college, university, or the County Office of Education
  - Developing, implementing and delivering professional growth for other educators.
- The following exception to outside normal work hours could occur if the employee paid the cost of the units or pays the conference fee if it includes the costs of units.

The employee must obtain, in advance, written consent from their direct supervisor for agreement with the professional development training activities.

Verification of professional development must be submitted to the employee's direct supervisor and to Human Resource Services by August 13 of the new contract year. Verification will be documented by any of the following:

- Transcript
- Agenda (schedule or agenda denoting the dates of conference, and content of the conference/workshop, or seminar)
- Certificate of completion, or signature from trainer/direct supervisor denoting completion

3. Salary placement will be determined by the Superintendent or his appointed representative. Prior experience may be allowed.
4. Unit placement for salary schedule.

Credentialed employees must file with the Human Resources Office appropriate transcripts of courses to establish placement on the schedule.

Advancement in column placement, based on acquiring additional appropriate units of a degree, will be considered only when issuing contracts for a new school year.

Verification of units of degree must be submitted by August 13 of the new contract year.

Units will be evaluated by a salary committee for appropriateness of degree or field of employment.

Undergraduate units will be accepted for credit on the salary schedule with prior approval of the Supervisor and a justification for approval.

Credit shall be granted, according to the above procedures, for Continuing Education Units on the basis of the following formula:

One CEU = Ten contact hours

One Semester Unit = 15 contact hours

One Quarter Unit = 10 contact hours

Salary placement credit for college units earned as a result of conference attendance will be allowed if the employee pays the cost of the units or pays the conference fees if it includes the cost of the units.

5. Employees with an emergency credential shall be placed at BA & 30 (A), Step 1 and are not eligible for experience or unit credit.

## Appendix B

### Psychologists and Program Specialists

1. Unit members who have Master's Degree from an accredited institution shall receive an annual stipend of \$1,000. Unit members who have an earned doctorate which is job-related from an accredited institution shall receive an additional annual stipend of \$1,500.
2. Unit members shall be paid additional longevity payments as follows:  
  
Refer to Appendix A #2
3. Salary placement will be determined by the Superintendent or his appointed representative. Prior experience may be allowed.
4. Unit placement for salary schedule.
  - Credentialed employees must file with the Human Resources Office appropriate transcripts of courses to establish placement on the schedule.
  - Advancement in column placement, based on acquiring additional appropriate units of a degree, will be considered only when issuing contracts for a new school year.
  - Verification of units of degree must be submitted by August 13 of the new contract year.
  - Units will be evaluated by a salary committee for appropriateness of credential, degree or field of employment.
  - Undergraduate units will be accepted for credit on the salary schedule with prior approval of the Supervisor and a justification for approval.
  - Salary placement credit for college units earned as a result of conference attendance will be allowed if the employee pays the cost of the units or pays the conference fees if it includes the cost of the units.
5. Employees with an emergency credential shall be placed at BA & 30 (A), Step 1 and are not eligible for experience or unit credit.

## Appendix C

### CURRENT CLASS SIZE AND CASE LOAD SPECIFICATIONS OF STATE

Caseload specifications for Oasis, Phoenix, and ERC are addressed under the Memorandum of Understanding of December 13, 2007, as printed on the back of this appendix page C.

<u>Program/Class</u>	<u>Caseload</u>	<u>Reference</u>
Resource Specialist	28	EC 56362.c*
Language, Speech and Hearing Specialist	55	EC56363.3*
Special Education	12	
Early Intervention Program: Infant	16	
Special Education ED: K-8	9	
Special Education ED: High School	12	
Special Education Day Class: age K-22	15	
Adapted P.E.	55	
All Court/Community School Classes	17	
Opportunity Classes	17	
Independent Study	25	EC 51745.6**

Caseload in Court/Community School Classes not to exceed 17 students in attendance. Refer to Article XIII.

The foregoing caseload limits may be exceeded by one (1) student for up to ten (10) consecutive work days.

\*A request for a waiver to exceed the above specified sizes may be made by the Employer after consultation with the teacher affected. Such requests shall then be submitted to the State Department of Education by the Employer, subject to the procedures established by applicable provisions of law.

\*\*State law establishes a cap on the maximum number of funded ADA for full-time independent study pupils age 18 or younger (ref. Education Code Section 51745.6). The essence of this cap is that the ratio of ADA to teachers for the independent study program may not exceed the ratio of ADA to teachers for the balance of a district's programs. This computation is required annual based on P-2 attendance data. The COE must maintain a ratio of independent study students to FTE certificated staff equal to or below the largest high school or unified district in the county.

## Appendix D

### Prior Experience Credit for Step Placement for Certificated Employees

1. One salary step will be allowed for each year of verified successful full-time teaching or appropriate clinical experience.
2. A full year of credit will be given for a partial year of full-time experience if it involves at least 75% of a school year.
3. Private/Parochial or appropriate clinical experience will be allowed if:
  - a. It was paid appropriate teaching experience or appropriate clinical experience.
  - b. A valid teaching credential was required for teaching and the teacher held or qualified for such a credential.
  - c. The private/parochial school or agency year included a minimum school year of 175 days, and
  - d. The private/parochial school or agency was properly accredited or licensed during the time of service.
4. Peace Corps teaching service will be allowed pursuant to the Peace Corps Act if service was performed in a comparable capacity.

**SHASTA COUNTY OFFICE OF EDUCATION  
FAMILY CARE AND MEDICAL LEAVE**

Any employee who has been employed on a continuous basis with the Shasta County Office of Education for at least 12 months and at least 1,250 hours during the 12 months, shall be eligible to take Family Care and Medical Leave under the provisions of state and federal laws.

Family Care and Medical Leave is an unpaid leave, and is applied concurrently with other paid and unpaid leaves of absences, except for pregnancy disability leave.

Family Care and Medical Leave may be used for the following reasons:

- a. The birth or adoption of a child of the employee, and in order to care for that child. Such leave shall be in addition to pregnancy disability or recovering therefrom.
- b. The placement of a child with employee for foster care or in connection with the employee's adoption of a child.
- c. To care for the employee's child, parent or spouse who has a serious health condition.
- d. The serious health condition of the employee that makes him/her unable to perform the functions of his/her position, except for leave taken for disability on account of pregnancy, child birth or related medical conditions.

Duration of Leave

Family Care and Medical leave shall not exceed 12 workweeks in any 12-month period if taken to care for the employee's child, parent or spouse who has a serious health condition, or to care for the employee's own serious health condition, or foster care placement. This leave may be taken intermittently or on a reduced leave schedule when medically necessary. The employee may be required to take the leave for periods of a particular duration, or to transfer temporarily to a different job that has the equivalent pay or benefits but could better accommodate recurring periods of leave.

Leave taken for birth or adoption must be initiated within one year of the birth or adoption. Leaves may be subject to a minimum duration, or can be taken intermittently or on a reduced leave schedule depending on the reason for the leave and subject to special rules, which may apply.

If both parents of a child work for the Shasta County Office of Education, their total Family Care and Medical Leave related to the birth or adoption of the child shall be limited to a total of 12 weeks during the 12-month period following the birth or adoption of a child.

Terms of Leave

During the period of Family Care and Medical Leave, the employee is required by the Shasta County Office of Education, to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time.

During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave.

Maintenance of Benefits

Employees on Family Care and Medical Leave shall be entitled to employer-paid benefits at the



same rate as before the leave. If benefits are currently pro-rated, the employee will continue to be responsible for his/her share of the benefits premiums while on Family Care and Medical Leave, paid in advance, directly to the Payroll Office. After expiration of the Family Care and Medical Leave, the employee may request additional unpaid leave. If this leave is granted, the employee will be required to pay the health care premiums for unpaid leave. Any premium payments required to be paid by the employee during such leave must be paid directly to the Payroll Office at the same time as they would have been due if paid by payroll deduction.

For purposes of retirement plans, unemployment benefits, and/or any other employee welfare benefits, the Shasta County Office of Education will continue to make contributions to these plans and benefits to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose, based on wages paid to the employee.

#### Requests, Advance Notice and Certification

If an employee learns of the need for Family Care and Medical Leave more than 30 days before the leave is to begin, he/she shall submit a written leave request at least 30 days in advance to the Human Resources Office. If the employee learns of the need for Family Care and Medical Leave fewer than 30 days in advance, then he/she shall provide such notice as soon as possible.

An employee's request for leave to care for a child, spouse or parent who has a serious health condition shall be supported by written certification from the health care provider of the person requiring the care which shall include:

1. The date the serious health condition began, if known;
2. Probable duration of the condition;
3. An estimate of the amount of time the health care provider believes the employee needs to care for the child, parent or spouse; and
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse. This certification must be provided along with the written request for Family Medical Care Leave.

If additional leave is needed when the time estimated by the health care provider expires, the employee shall provide re-certification as specified above.

An employee's request for leave because his/her own serious health condition shall be supported by a written certification from the employee's health care provider that shall include:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
4. A statement that the employee is unable to perform the functions of his/her job.

If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

As a condition of an employee's return from leave taken because of his/her own serious health condition, the employee shall obtain written certification from his/her health care provider that he/she is able to perform the essential job functions of his/her position with or without reasonable accommodation. This certification shall be provided to the Human Resources Office at least seven

days in advance of the employee's expected return to work.

Reinstatement Non-Discrimination

Upon granting an employee's request for Family Care and Medical Leave, the Shasta County Office of Education shall guarantee to reinstate the employee in the same or comparable position when the leave ends. At the employee's request, the County Office shall provide this guarantee in writing.

## **Appendix F**

### **Prior Experience Credit for Step Placement for School Nurse**

All school nurses hired after May, 2003 with a Preliminary or Professional Clear Health Services Credential shall be given credit for prior job related experience for placement on the salary schedule. This experience shall include applicable nursing experience that requires an R.N. license, public health nursing, agency support service nursing, office and clinic nursing, hospital nursing, and related school nursing experience. Credit shall be given on the basis of one (1) year of job related experience to one (1) year of credit on the salary schedule up to a maximum of ten (10) years of service credit on the salary schedule as authorized by this agreement.

For school nurses hired after May, 2003 with a Professional Clear Credential and have more than ten (10) years educational school nursing experience, refer to Appendix A #3 of current contract language.

**Appendix G  
Salary Schedule – ratified 12/18/07**

**SHASTA COUNTY OFFICE OF EDUCATION  
2007/08 SALARY SCHEDULE  
EFFECTIVE JULY 1, 2007 (3.0%)  
CERTIFICATED TEACHERS, NURSES AND LANGUAGE PATHOLOGISTS  
184 DAYS**

STEP	COLUMN					
	A	B	C	D		
	B.A. + 30	B.A. + 45	B.A. + 60	B.A. + 75		
1	38,164	38,388	38,613	39,614		
2	38,388	38,613	38,836	41,198		
3	38,613	38,836	40,417	42,848		
4	38,836	39,842	42,034	44,561		
5	39,062	41,245	43,714	46,342		
6	40,452	42,896	45,468	48,198		
7	42,089	44,611	47,286	50,124		
8	43,773	46,398	49,176	52,132		
9	45,523	48,254	51,147	54,218		
10		50,182	53,191	56,384		
11			55,319	58,641		
12			57,532	60,985		
13				63,430		
	<b>NON-CUMULATIVE LONGEVITY ON COL A, B OR C:</b> (with completion of professional development per bargaining agreement) is paid at the beginning of year 17, 19, 21 & 25:			<b>CUMULATIVE LONGEVITY ON COL D:</b> (with completion of professional development per bargaining agreement) is paid at the beginning of year 17, 19, 21 & 25:		
17	L17 (2%)	46,433	51,186	58,683	L17 (3%)	65,333
19	L19 (3%)	46,889	51,687	59,258	L19 (4%)	67,946
21	L21 (5%)	47,799	52,691	60,409	L21 (5%)	71,343
25	L25 (8%)	49,165	54,197	62,135	L25 (6%)	75,624
	<b>Masters Stipend</b>		<b>1,000</b>			
	<b>Doctorate Stipend</b>		<b>1,500</b>			

**Appendix H  
Salary Schedule –ratified 12/18/07**

**SHASTA COUNTY OFFICE OF EDUCATION  
2007/08 SALARY SCHEDULE  
EFFECTIVE JULY 1, 2007 (3.0%)  
CERTIFICATED COUNSELOR (191 DAYS - 7HRS/DAY)**

COLUMN						
	A	B	C	D		
STEP	B.A. + 30	B.A. + 45	B.A. + 60	B.A. + 75		
1	39,616	39,849	40,081			
2	39,849	40,081	40,313			
3	40,081	40,313	41,955			
4	40,313	41,359	43,634			
5	40,548	42,814	45,378			
6	41,991	44,528	47,198			
7	43,691	46,309	49,086			
8	45,438	48,164	51,047			
9	47,254	50,090	53,092			
10		52,090	55,215			
11			57,424			
12			59,720			
13				65,844		
	<b>NON-CUMULATIVE LONGEVITY ON COL A, B OR C:</b> (with completion of professional development per bargaining agreement) is paid at the beginning of year 17, 19, 21 & 25:			<b>CUMULATIVE LONGEVITY ON COL D:</b> (with completion of professional development per bargaining agreement) is paid at the beginning of year 17, 19, 21 & 25:		
17	L17 (2%)	48,199	53,132	60,914	L17 (3%)	67,819
19	L19 (3%)	48,672	53,653	61,512	L19 (4%)	70,532
21	L21 (5%)	49,617	54,695	62,706	L21 (5%)	74,059
25	L25 (8%)	51,034	56,257	64,498	L25 (6%)	78,503
<b>Masters Stipend</b>		1,000				
<b>Doctorate Stipend</b>		1,500				

**Appendix I  
Salary Schedule – Ratified 12/18/07**

**SHASTA COUNTY OFFICE OF EDUCATION  
2007/08 SALARY SCHEDULE  
EFFECTIVE JULY 1, 2007 (3.0%)  
CERTIFICATED PSYCHOLOGISTS - 198 DAYS**

<b>198 DAYS</b>	<b>COLUMN</b>	<b>E PSYCH 7 HRS</b>
<b>STEP</b>		
<b>1</b>		<b>48,537</b>
<b>2</b>		<b>50,477</b>
<b>3</b>		<b>52,498</b>
<b>4</b>		<b>54,596</b>
<b>5</b>		<b>56,781</b>
<b>6</b>		<b>59,052</b>
<b>7</b>		<b>61,412</b>
<b>8</b>		<b>63,869</b>
<b>9</b>		<b>66,423</b>
<b>10</b>		<b>69,080</b>

**CUMULATIVE LONGEVITY**

(with completion of professional development per bargaining agreement) is paid at beginning of year 17, 19, 21 & 25:

<b>17</b>	<b>L17 (3%)</b>	<b>71,152</b>
<b>19</b>	<b>L19 (4%)</b>	<b>73,998</b>
<b>21</b>	<b>L21 (5%)</b>	<b>77,698</b>
<b>25</b>	<b>L25 (6%)</b>	<b>82,360</b>

<b>Masters Stipend</b>	<b>1,000</b>
<b>Doctorate Stipend</b>	<b>1,500</b>

**SHASTA COUNTY OFFICE OF EDUCATION  
 2007/08 SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2007 (3.0%)  
 CERTIFICATED PROGRAM SPECIALISTS**

198 DAYS	COLUMN	F PROG SP 8 HR
<b>STEP</b>		
1		55,464
2		57,684
3		60,018
4		62,409
5		64,883
6		67,465
7		70,193
8		73,005
9		75,926
10		78,965
<b>NON-CUMULATIVE LONGEVITY</b>		
(with completion of professional development per bargaining agreement)		
is paid at beginning of year 17, 19, 21 & 25:		
17	L17 (2%)	80,544
19	L19 (3%)	81,334
21	L21 (5%)	82,913
25	L25 (8%)	85,282
<b>Masters Stipend</b>	<b>1,000</b>	
<b>Doctorate Stipend</b>	<b>1,500</b>	

**Shasta County Office of Education**  
**2007-08 Certificated School Calendar**  
 (Includes Bus Drivers, Instructional Assistants in Alt. Ed., Sp. Ed. And State Preschool)  
 1644 Magnolia Avenue, Redding CA 96001  
 530-225-0200

Tom Armelino, Superintendent

JULY 2007				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

AUGUST 2007 (10)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16+	17*
20	21	22	23	24
27	28	29	30	31

SEPTEMBER 2007 (19)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER 2007 (23)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER 2007 (16)				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

DECEMBER 2007 (15)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JANUARY 2008 (17)				
M	T	W	T	F
	1	2	3	4
7*	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

FEBRUARY 2008 (19)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MARCH 2008 (14)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31*				

APRIL 2008 (22)				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY 2008 (21)				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE 2008 (4)				
M	T	W	T	F
2	3	4	5	6E
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

**Student Attendance Days:**

- 08/16 +Teacher Work Days
- 08/17, 01/07, 3/31 \*Staff Development Day  
*(non work days for IAs, Bus Drivers and Bus Attendants)*
- Holidays
- 09/03 Labor Day
- 11/12 Veterans Day
- 11/19-23 Thanksgiving Break
- 12/24 – 01/07 Winter Break (Students)
- 01/21 Martin Luther King, Jr. Day
- 02/11 Lincoln's Birthday
- 02/18 Washington's Birthday
- 03/21 – 31 Spring Recess (Easter 03/23)
- 05/26 Memorial Day
- E=06/06 Emergency Day if needed

- Bus Attendants: (181 days)** (Mandatory orientation 8/14)  
Report: 8/20 Last Day: 6/05
- Bus Drivers: (183 days)** (Mandatory orientation 8/14 plus 2 prep days)  
Report: 8/20 Last Day: 6/05
- Instructional Assistants: (180 days)**  
Report: 8/20 Last Day: 6/05
- Psychologist/Program Specialists: (198 days)**  
Report: 8/06 Last Day: 6/13
- State Preschool Teachers: (185 days)**  
Report: 8/15 Last Day: 6/05
- Counselors: (191 days)**  
Report: 8/13 Last Day: 6/11
- Teachers, Nurses, Speech & Language Pathologist (184 days)**  
Report: 8/16 Last Day: 6/05

Final: May 29, 2007



**Appendix L – Health Insurance Information 2007/08**

**CTA - 12 PAY EMPLOYEES  
SHASTA COUNTY OFFICE OF EDUCATION  
2007/08 HEALTH INSURANCE INFORMATION  
BASED ON EMPLOYEE'S SCHEDULED HOURS OF WORK  
(FIXED DOLLAR AMOUNTS FOR MEDICAL, DENTAL & VISION = \$786.92 PER MONTH)**

<b>Blue Cross Plan B \$825.00</b>		
Hours	COE	Employee
100%	657.92	167.08
85%	559.23	265.77
80%	526.34	298.66
75%	493.44	331.56
60%	394.75	430.25
50%	328.96	496.04
<b>Dental \$110.00</b>		
100%	110.00	-
85%	93.50	16.50
80%	88.00	22.00
75%	82.50	27.50
60%	66.00	44.00
50%	55.00	55.00
<b>Vision \$19.00</b>		
100%	19.00	-
85%	16.15	2.85
80%	15.20	3.80
75%	14.25	4.75
60%	11.40	7.60
50%	9.50	9.50

954.00

<b>Blue Cross Plan C \$738.00</b>		
Hours	COE	Employee
100%	657.92	80.08
85%	559.23	178.77
80%	526.34	211.66
75%	493.44	244.56
60%	394.75	343.25
50%	328.96	409.04
<b>Dental \$110.00</b>		
100%	110.00	-
85%	93.50	16.50
80%	88.00	22.00
75%	82.50	27.50
60%	66.00	44.00
50%	55.00	55.00
<b>Vision \$19.00</b>		
100%	19.00	-
85%	16.15	2.85
80%	15.20	3.80
75%	14.25	4.75
60%	11.40	7.60
50%	9.50	9.50

867.00

<b>Blue Cross Plan C-2 \$656.00</b>		
Hours	COE	Employee
100%	656.00	-
85%	559.23	96.77
80%	526.34	129.66
75%	493.44	162.56
60%	394.75	261.25
50%	328.96	327.04
<b>Dental \$110.00</b>		
100%	110.00	-
85%	93.50	16.50
80%	88.00	22.00
75%	82.50	27.50
60%	66.00	44.00
50%	55.00	55.00
<b>Vision \$19.00</b>		
100%	19.00	-
85%	16.15	2.85
80%	15.20	3.80
75%	14.25	4.75
60%	11.40	7.60
50%	9.50	9.50

785.00

<b>Blue Cross Plan EPO \$826.00</b>		
Hours	COE	Employee
100%	657.92	168.08
85%	559.23	266.77
80%	526.34	299.66
75%	493.44	332.56
60%	394.75	431.25
50%	328.96	497.04
<b>Dental \$110.00</b>		
100%	110.00	-
85%	93.50	16.50
80%	88.00	22.00
75%	82.50	27.50
60%	66.00	44.00
50%	55.00	55.00
<b>Vision \$19.00</b>		
100%	19.00	-
85%	16.15	2.85
80%	15.20	3.80
75%	14.25	4.75
60%	11.40	7.60
50%	9.50	9.50

955.00

**COE Share of any benefit not taken can be applied to an employee share of a benefit taken**

**\*\* EMPLOYEE DEDUCTIONS & EMPLOYER COSTS ARE BASED ON A 12-MONTH PERIOD \*\*\*\***

