

A G R E E M E N T

Between the

**SHASTA COUNTY SUPERINTENDENT
OF SCHOOLS**

and

**SHASTA COUNTY CERTIFICATED
EMPLOYEES ASSOCIATION**

July 1, 2020 - June 30, 2023

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¹All appendices were removed and either added to articles in the contract or posted to the Shasta County Office of Education's website - October 28, 2020

ARTICLE 1: AGREEMENT

- 1.1 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 2: RECOGNITION

- 2.1 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 3: 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 4: 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 5: 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 Probationary and temporary employees will be evaluated at least once each year. After reaching permanent status employees will be evaluated at least once every two (2) years in accordance with the System for Teacher Effectiveness and Professional Growth (STEP) handbook. The evaluator shall be an assigned administrator.

Unit members who successfully complete a Self Directed Growth Plan (Proficient or Distinguished), have been employed with SCOE for at least 10 years and are highly qualified for their current assignment, may upon mutual agreement with the supervisor, request an extension of the Self-Directed Growth Plan for a period of 3 years. (Ed. Code 44664 {{a}3}). Following the first year of a Self Directed Growth Plan, the member must participate in a full evaluation to be eligible for future Distinguished rating.²

5.1.3 Each employee to be evaluated during the year shall, prior to September 30, provide the evaluator with the Multiple Measures Plan for the assigned position. The effect of adverse working conditions upon an employee's performance shall be considered in setting goals for the Multiple Measures Plan. This timeline may be extended by mutual agreement between the evaluator and employee to no later than October 15th. No later than October 15, employees to be evaluated will meet with the evaluator in a planning conference to discuss the elements of evaluation. If the timeline is extended, the evaluatee is to bring the Multiple Measures Plan to the planning meeting. If mutual agreement on Multiple Measures Plan cannot be reached, the evaluator and evaluatee shall confer with the evaluator's supervisor for assistance in resolving the disagreement.

5.1.4 Employees who receive an evaluation that is:

- a. unsatisfactory, will be placed on an improvement plan.
- b. distinguished, will receive first consideration to provide educator support when needed and as meeting applicable criteria.³

5.1.5 All employees who receive a rating of Unsatisfactory, or a rating of Basic with a failed Directed Growth Plan, will enter the Level I Joint Teacher Intervention Panel (JTIP)

²5.1.2 - Revised October 28, 2020

³5.1.4 - Revised October 28, 2020

process. Assistance is provided through JTIP until a performance rating of Proficient or higher is achieved.

- 5.1.6 Prior to preparing the final written evaluation, the evaluator shall meet with the evaluatee no later than April 14. The evaluator shall meet with the employee to discuss the evaluation, and shall provide a copy to the employee. Whenever an employee receives a written evaluation indicating individual measures rating of Unsatisfactory or Basic upon request of the employee an additional formal observation and/or review of the documentation shall be conducted followed by another written evaluation. By May 1, the evaluator shall complete a final written evaluation for all employees being evaluated during the year.
- 5.1.7 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.
- 5.1.8 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.
- 5.1.9 The evaluation forms and processes are defined in the STEP Handbook. The STEP Committee, consisting of at least two bargaining unit members and at least two administrators, will meet annually to review and recommend changes to the process and/or forms. Prior to modifications in the evaluation process or forms, the employer shall meet and negotiate with the Association.

5.2 EMPLOYEE PERSONNEL FILES

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 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.

- 5.2.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.
- 5.2.5 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 6: COMPLAINT PROCEDURE

- 6.1 The appropriate processing of complaints concerning unit members from a fellow SCOE employee, 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, utilizing SP 4112.1. (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.⁴
- 6.2 Any written complaint regarding a unit member shall be reported to the unit member within five (5) days of receipt of the written complaint. 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. Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 6.3 When an administrator receives a written complaint from a SCOE employee regarding a unit member, the administrator shall direct the complainant to meet with the unit member as appropriate and allowable 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

⁴6.1 Revised - October 28, 2020

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. All information and proceedings regarding any complaint shall be kept confidential by the County Office, except as legally mandated.

- 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 7: 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 Grievance 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

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 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 9: YEAR ROUND PROGRAMS

- 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 the court schools will be signed to a 184 day contract. Additional days may be requested by the Assistant Superintendent of Instructional Services or Designee and shall be available first to the court school contracted teachers. If declined by court school teachers, then additional days may be offered to other appropriately certificated employees at their daily rate of pay on an as needed basis.
- 9.6 Teachers, Speech and Language Pathologists, Psychologists and School Nurses in the Early Intervention Program shall extend the work year from 184 days up to 200 days with prior approval of the Superintendent or Designee. Should the days of operation be decreased during the contract year, Management has the right to reduce the members' contracted days accordingly.

- 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 During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness verified in the form of a note from a medical provider, or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.
- 11.2.8⁹ 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 FAMILY CARE LEAVE

In addition to other paid personal necessity leave of five (5) days, (refer to article 11.9) 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 an immediate family member as identified in 11.7.2. Up to fifteen (15) additional days of accumulated accrued sick leave may be used for family care leave within a school year. 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. Unit members are to contact the Human Resource Department to determine if requested leave is eligible under the Family Medical Leave Act or the California Family Rights Act. Please see the SCOE website for guidelines regarding Family Medical Leave Act and California Family Rights Act.¹⁰

⁹Removed original 11.2.8 to 11.3 and renumbered original 11.2.9 - October 28, 2020

¹⁰11.3 Section was previously 11.2.8 and language revised - October 28, 2020

11.4 PREGNANCY DISABILITY LEAVE¹¹

11.4.1 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.

11.5 PARENTAL LEAVE Ed. CODE 44977.5¹²

11.5.1 Credentialed employees who have been employed by SCOE for a minimum of 12 months are provided an additional differential pay benefit for up to 12 work weeks if the employee is absent on account of parental leave. The Ed Code provides that the 12 work week period shall be reduced by a period of sick leave, including accumulated sick leave, during the period of maternity or paternity leave. An employee must first exhaust all available sick leave, during the period of maternity or paternity leave. An employee must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from his/her duties on account of parental leave in order to gain access to differential pay.

While out on parental leave, an employee is entitled to receive any applicable health benefits the employee was receiving immediately before the commencement of the leave. The employee is still required to pay his/her regular contribution while on parental leave.

11.5.2 Benefits shall continue as outlined in Article 14.3.

11.5.3 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.

11.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE¹³

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 of unit members.

¹¹All of 11.4 renumbered - October 28, 2020

¹²All of 11.5 renumbered - October 28, 2020

¹³All of 11.6 renumbered - October 28, 2020

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 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.
- 12.3.5 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.
- 12.3.6 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.
- 12.3.7 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.
- 12.3.8 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 13: CLASS SIZE AND CASELOADS²⁰

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

²⁰Article 13 Revised & original language moved from Appendix C - October 28, 2020

provisions of State law are as follows:

PROGRAM	CASELOAD	REFERENCE
Resource Specialist	28	EC 56362.1 ⁱ
Language, Speech and Hearing Specialist	55	EC 56363.3 ⁱⁱ
Early Intervention Program: Infant	16	
Independent Study	27	EC 51745.6 ⁱⁱⁱ
CLASS	CLASS SIZE	REFERENCE
Special Education ED: Day Class: K-8 @ EXCEL	12	See comment below ^{iv}
All Court School Classes	20	See comment below ^{v21}

Teacher Incentives for Student Attendance:

Teachers in Independent Study will participate in an attendance incentive program as follows:

- 95% student attendance of 15-19 enrolled = \$50 per month
- 95% student attendance of 20-25 enrolled = \$100 per month
- 95% student attendance of 26-27 enrolled = \$200 per month

ⁱ 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.

ⁱⁱ The average caseload for language, speech, and hearing specialists in special education local plan areas shall not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload.

ⁱⁱⁱ State law establishes a cap on the maximum number of funded ADA for full-time independent study pupil age 18 or younger. The COE must maintain a ratio of independent study students to FTE certificated staff equal to or below the prior year ratio of ADA to full-time equivalent certificated employees operated by the largest high school or unified district in the county unless an alternatively bargained ratio is negotiated.

It is mutually agreed that the county office will staff and strive to attain a ratio not to exceed 25:1. Caseload can be temporarily increased from 27 to 30 for the last 60 days of the school year and temporarily for a period not to exceed 10 days during the school year²².

^{iv} The Excel staffing model consists of 2 Behavior Management Assistants per classroom, 2 Additional Behavior Management Assistants on site, 1 Lead Behavior Management Assistant and 1 certificated personnel to assist with behavior consultation.

^v Number of students enrolled shall not exceed 20; however, at no time will the class size (in seat) exceed 17 students. Additional support would be brought in if enrollment were to exceed 17 students in seat.²³

^{21v} Correction to numbering - October 28, 2020

²²ⁱⁱⁱ Revised - October 28, 2020

^{23v} Revised - October 28, 2020

ARTICLE 14: COMPENSATION

14.1 WAGES

14.1.1 Employees covered by this agreement shall be paid wages as provided in the Salary Schedule that will be available on the SCOE Website under the Human Resource page and available within 30 days of ratification of the agreement and any subsequent agreements. If the information is not posted on the website, a copy will be sent via SCOE email or U.S. Postal Service to each person under the agreement.²⁴

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 BENEFITS²⁵

14.3.1 Each full-time unit member shall be entitled to receive a monthly Employer health and welfare benefit contribution.

²⁴14.1.1 Revised - October 28, 2020

²⁵14.3 Revised - April 18, 2022

Effective January 1, 2015, for each full-time unit member, the employer will contribute the following tiered caps, for health benefits including medical, dental and vision as follows:

Employee Only	\$4,500 per year
Employee Plus Children	\$8,100 per year
Employee Plus Spouse	\$9,450 per year
Employee Plus Family	\$13,500 per year

Effective January 1, 2014, for each full-time unit member on the health benefit plan, the Employer will contribute \$500 per year (prorated monthly), to be redirected to an employer-funded health savings account (for eligible plans) or health reimbursement account.

Employees may choose health plan options that most suit their needs as provided annually by the provider in the insurance matrices posted on the website and shared during open enrollment, including medical, dental and vision.²⁶

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

- 14.3.2 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.
- 14.3.3 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 coverages 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.
- 14.3.4 Employees, retiring from age fifty-five (55), and who are currently enrolled in the medical benefit plan, 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, dental and/or vision benefit plan set forth in 14.3.1 above until age sixty-five (65), with the Employer contributing the following monthly amounts:

Minimum of five (5) consecutive years of service - \$300

Minimum of ten (10) consecutive years of service - \$450

²⁶14.3.1 Revised - October 28, 2020

Minimum of fifteen (15) consecutive years of service - \$600

“Consecutive years of Employer service” as used herein, includes employment time prior to a layoff, providing reemployment occurs during the thirty-nine (39) month period of re-employment rights for the employee that does not include the layoff period.

Employees hired before January 1, 1997 are eligible for either \$150 per month for life, or the above amounts based on consecutive years of service.

Employees retiring from age fifty-five (55) until age sixty-five (65) may apply the retiree benefit as stated above toward either the SCOE group medical, dental, and or vision health insurance plan(s) provided to actively employed unit members or paid directly to a SCOE Health Reimbursement Account for retirees.

14.3.5 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.

14.4 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 STIPENDS²⁷

14.5.1 MEDI-CAL²⁸

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

²⁷14.5 Revised Title - October 28, 2020

²⁸14.5.1 New Title - October 28, 2020

should make the decision to no longer bill for Medi-Cal services, the stipend would be discontinued.

14.5.2 SPECIAL EDUCATION CREDENTIALS²⁹

Any Unit Member utilizing a clear credential required for providing Specialized Credential Services (Clear Education Specialist Credential, Pupil Personnel Services - School Psychologist, Nurse Credential, Speech Language Pathologist or Level 2 -Early Childhood Specialist Education, or other named credential previously deemed clear by the California Commission on Teacher Credentialing) as of October 1 will receive an annual stipend of \$3000³⁰ (prorated by FTE based on Special Education related assignments), payable monthly.

14.5.3 ADMINISTRATIVE TEACHER ON DUTY³¹

As deemed appropriate and necessary by management, a stipend of \$1,500 (pro-rated based on months of service as the Administrative Teacher on Duty) will be offered to a Unit Member, payable monthly. Responsibilities and duties will be outlined in the posting.

14.5.4 STEP COMMITTEE MEMBERS³²

STEP Committee Members will receive a stipend of \$625 for full year of participation. Peer Observers are compensated at a minimum of \$1250 and \$30 an hour for any additional hours outlined in the Supported Educator's Directed Growth/Improvement Plan as mutually agreed upon with the program administrator and the Bargaining Unit President/Designee.

Supported Educator's are defined as those in a:

- Initial Directed Growth Plan -
- Failed Directed Growth Plan -
- JTIP Level 1 or 2 -

Support hours are identified in the Supported Educators Directed Growth Plan. Support hours for interns will be determined by institution or university and authorized by the site administrator in collaboration with the Human Resources Director.

14.5.5 EDUCATION STIPENDS³³

- a. Unit members who have a Master's Degree from an accredited institution or National Board Certification from the National Board for Professional Teaching Standards shall receive an annual stipend of \$2,825 (a unit member may not receive more than \$2,825 for obtaining both).
- b. Unit members who have an earned doctorate which is job-related from an

²⁹14.5.2 New section - October 28, 2020

³⁰14.5.2 Increase effective July 1, 2021 - Revised March 31, 2021

³¹14.5.3 New section - October 28, 2020

³²14.5.4 New section but original language from a portion of original 14.6.1 - October 28, 2020

³³14.5.5 New section but original language moved from a portion of Appendix A - October 28, 2020

accredited institution shall receive an annual stipend of \$3,725.

- c. Unit members shall receive only one stipend for the highest level degree attained. Degree stipends will be granted at time of hire and/or attainment and will be paid on a prorated, monthly basis.

14.5.6 JUVENILE REHABILITATION FACILITY TEACHERS³⁴

Any Unit Member utilizing a clear credential and assigned to the Juvenile Rehabilitation Facility (JRF) as a classroom teacher will receive an annual stipend of \$3000 (prorate by FTE based assignment to the JRF), payable monthly. If dually assigned to an Education Specialist assignment and JRF, only one stipend will be provided.

14.6 NEW TEACHER STAFF DEVELOPMENT LEADERS

14.6.1 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 or teachers who receive an unsatisfactory evaluation. Duties and hours will be outlined by their contract. Teacher selection will be determined by the administration on an annual basis.³⁵

14.7 SALARY PLACEMENT³⁶

Applies to all Unit Members. 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.

14.7.1. LONGEVITY

- a. Unit members shall be paid additional longevity payments according to the salary schedules on the SCOE Website under the Human Resource page.

14.7.2. STEP PLACEMENT

- a. Credit for step placement on the salary schedule will be given on a year for year basis for verified prior certificated school teaching experience or other applicable clinical or certificated experience from an accredited institution.
- b. 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.

³⁴14.5.6 New section - April 18, 2022

³⁵14.6.1 Revised language - October 28, 2020

³⁶14.7 New section but original language moved, revised and renumbered from a portion of Appendix A, B and D - October 28, 2020

- c. Private/Parochial or appropriate clinical experience will be allowed if:
 - i. It was paid appropriate teaching experience or appropriate clinical experience.
 - ii. A valid credential/license was required for the position and the unit member held or qualified for such a credential.
 - iii. The private/parochial school or agency year included a minimum school year of 175 days and the private/parochial school or agency was properly accredited or licensed during the time of service. Peace Corps teaching service will be allowed pursuant to the Peace Corps Act if service was performed in a comparable capacity.

14.7.3. UNIT PLACEMENT

- a. Credentialed employees must file with the Human Resources Office appropriate transcripts of courses to establish placement on the schedule.
- b. 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.
- c. Verification of units of degree must be submitted by August 13 of new contract Year.
- d. Units will be evaluated by a the Superintendent's Human Resource designee for appropriateness of degree or field of employment.
- e. Undergraduate units will be accepted for credit on the salary schedule with prior approval of the Supervisor and a justification for approval.
- f. Unit advancement does not apply to Psychologists and Program Specialists. Placement is in Column E at hire.

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.

14.7.4. Employees with an emergency credential (PIP, STSP, Variable Term Waiver) shall be

