

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

**Between the**

**SHASTA COUNTY SUPERINTENDENT  
OF SCHOOLS**

**and**

**SHASTA COUNTY CERTIFICATED  
EMPLOYEES ASSOCIATION**

**July 1, 2023 - June 30, 2026**

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<sup>1</sup>All 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 (Applying or Innovating), 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 Innovating rating.<sup>2</sup>

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 15<sup>th</sup>. 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. innovating, will receive first consideration to provide educator support when needed and as meeting applicable criteria.

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

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<sup>2</sup> 5.1.2 & 5.1.4 -Ratings updated to reflect new titles revised March 22, 2023

(JTIP) process. Assistance is provided through JTIP until a performance rating of Proficient or higher is achieved.<sup>3</sup>

- 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 Exploring 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.

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<sup>3</sup> 5.1.5 & 5.1.6 - Ratings updated to reflect new title revised March 22, 2023

- 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.<sup>4</sup>
- 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

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<sup>4</sup>6.1 Revised - October 28, 2020

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. 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 Associate 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.<sup>5</sup>
- 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

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<sup>5</sup> 7.3 Title changed - March 22, 2023

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 8: 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<sup>6</sup> Nothing contained herein shall prohibit an employee from paying service fees directly to CTA.
- 8.9.3 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.
- 8.9.4 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.
- 8.9.5 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 OBLIGATION

- 8.10.1 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

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<sup>6</sup>Removed original 8.9.2 and remaining 8.9 was renumbered - October 28, 2020

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 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 Associate 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.<sup>7</sup>

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

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<sup>7</sup> 9.5 Title changed - March 22, 2023

accordingly.

## ARTICLE 10: HOURS OF EMPLOYMENT

10.1 The calendar for each school year shall be developed and aligned with local districts and shared annually with the Association at the monthly Employee Employer Relation Committee meeting by May 1st. Unit members will be notified by email when the calendar is posted on the Shasta County Office of Education website.<sup>8</sup>

### 10.2 WORK DAYS

Full time Unit Members assigned to student instruction (Excel, Independent Study, Itinerant, Juvenile Court School), Behavior Consultants, Nurses and Speech Language Pathologists shall work one hundred eighty-four (184) days; Full-time psychologists and counselors shall work one hundred ninety-eight (198) days; Early Intervention Program Providers may be assigned up to 200 days as outlined in Article 9.6. For the purpose of professional growth an employee may be allowed up to three (3) instructional visitation days per year with prior approval and at the discretion of the Superintendent of Schools.<sup>9</sup>

### 10.3 PROFESSIONAL DAY

The orderly conduct of program and school business requires certain set hours of onsite responsibilities. The workday of all full-time unit members shall be that which meets the needs of the students and fulfills their job responsibilities.

For STRS/PERS retirement and earnings calculations, the full time equivalent work day of teachers, nurses, speech language pathologists is defined as 7 hours per day, and the full time equivalent work day of psychologists, counselors and behavior consultant is defined as 8 hours per day.

When a unit member is assigned to a school site(s) they shall report for duty thirty (30) minutes before the beginning of their first assignment. This work day may be modified by voluntary mutual agreement of the employee and the Supervisor.

As scheduled by the Supervisor, all unit members shall be provided a minimum of a thirty (30) minute duty-free lunch period and additional release time for circumstances that cannot reasonably be avoided. Meal periods are not work time and are unpaid.<sup>10</sup>

10.3.1 For itinerant unit members who serve more than one site, their workday schedule may be modified by the supervisor to accommodate their students' scheduling needs. Itinerant unit members will develop and share their schedules with their supervisors. Significant, ongoing changes to the established schedule, initiated by either the unit

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<sup>8</sup>10.1 Revised - October 28, 2020

<sup>9</sup>10.2 Revised - March 22, 2023

<sup>10</sup>10.3 Revised Language and the old 10.5 language relocated - March 22, 2023

member or by the supervisor, must be mutually developed, communicated in advance of the change and approved by the supervisor.<sup>11</sup>

10.3.2 Unit members shall routinely be responsible for other professional duties that include, but are not limited to collaboration, staff meetings, and communicating with parents/guardians regarding individualized student achievement, engagement, and wellness.

Other activities such as advisory committee meetings, graduation ceremonies, and awards nights, as directed by the administrator not to exceed 7 events per school year, will be required and calendared by August 30th.<sup>12</sup>

10.3.3 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.<sup>13</sup>

10.3.4 With the approval of the administrator, up to 3 days per year of substitute time may be provided for release time to complete the requirements of an IEP.<sup>14</sup>

10.4 No unit member will be required to serve on any committee not listed above without their voluntary concurrence.

10.5 It is agreed and understood that this Article shall apply to all unit members.

## ARTICLE 11: LEAVES

### 11.1 RULES FOR GENERAL ABSENCE

11.1.1 Employees should notify and receive permission from the division head or their 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 Supervisor, by reporting the absence to the Absence Management System. 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.<sup>15</sup>

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<sup>11</sup> 10.3.1 Revised - March 22, 2023

<sup>12</sup> 10.3.2 Language relocated from 10.2 - March 22, 2023

<sup>13</sup> 10.3.3 Language relocated from 14.2.2 - March 22, 2023

<sup>14</sup> 10.3.4 Language relocated from 10.7.1 - March 22, 2023

<sup>15</sup> 11.1.2 Revised - March 22, 2023

## 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 personal illness, injury, or medical, dental or preventative care appointment (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.<sup>16</sup>
- 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 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 their 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 the employee 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 their position during their absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had the employee been employed. The school district shall make every reasonable effort to secure the services of a substitute employee.

## 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

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<sup>16</sup>11.2.1 Revised - October 28, 2020

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.<sup>17</sup>

#### 11.4 PREGNANCY DISABILITY LEAVE<sup>18</sup>

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 44977.5<sup>19</sup>

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 their 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 their 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.

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<sup>17</sup>11.3 Section was previously 11.2.8 and language revised - October 28, 2020

<sup>18</sup>All of 11.4 renumbered - October 28, 2020

<sup>19</sup>All of 11.5 renumbered - October 28, 2020



## 11.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE<sup>20</sup>

- 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.
- 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 their sick leave and vacation leave which, when added to their 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 The Employer may require a written statement from a physician verifying an employee's absence under this leave and their ability to return to work.

## 11.7 BEREAVEMENT LEAVE<sup>21</sup>

- 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 their immediate family.

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<sup>20</sup>All of 11.6 renumbered - October 28, 2020

<sup>21</sup>All of 11.7 renumbered - October 28, 2020

11.7.2 Member of the “Immediate Family” is defined as the mother, stepmother, mother-in-law, father, step father, father-in-law, 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, brother-in-law, or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

## 11.8 JURY DUTY<sup>22</sup>

11.8.1 Unit members are entitled to leave with pay to serve on a jury. When an employee is granted paid leave for jury duty by SCOE, the employee is not eligible for jury duty pay from the court system; however, the employee is eligible to claim and receive mileage through the court system.

## 11.9 PERSONAL NECESSITY LEAVE<sup>23</sup>

11.9.1 Unit members may use a maximum of five (5) 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. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5).
- d. Appearance in any court as a litigant; or as a witness under subpoena.
- e. Serious circumstances which cannot reasonably be disregarded and which require the immediate and personal attention of the employee during assigned hours of service, such as fire, flood, or other immediate danger to the home of the employee.
- f. Death of a close personal friend.
- g. Other personal necessity leaves may be requested as specified in Superintendent Policy 4161.2, and applicable Education, Labor, and Military/Veterans Codes.
- h. Unit members will be allowed to use all available Personal Necessity Days as “No Tell” days which cannot be accrued from year to year. “No Tell” days shall

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<sup>22</sup>All of 11.8 renumbered - October 28, 2020

<sup>23</sup>All of 11.9 renumbered - October 28, 2020

not be used on staff development days. Prior approval from the supervisor is required at least one week in advance except in an emergency as defined in 11.9.4.

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 their 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 their immediate family; (2) accident, involving their person or property, or the person or property of a member of their 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 ASSOCIATION LEAVE<sup>24</sup>

11.10.1 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 their 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.

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<sup>24</sup>All of 11.10 renumbered - October 28, 2020

## 11.11 LEAVE OF ABSENCE WITHOUT PAY<sup>25</sup>

11.11.1 Unit members may request a leave of absence without pay for a period of up to one year. Employees granted such may continue Health and Welfare benefits at their own expense with the approval of the Superintendent or Designee and in compliance with County Office procedures.

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

11.11.3 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.

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

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

## 11.12 CATASTROPHIC LEAVE (Employees Not Covered by State Disability Insurance)<sup>26</sup>

The Catastrophic Leave Bank (Bank) is pooled sick leave contributions from employees who have contributed two days of their accrued sick leave balances which are then available to other eligible contributing employees who have a catastrophic event. Employees may contribute their sick leave credits to the Bank with such leave credits being donated and granted on the basis of the dollar value of such credits.

Whenever any Bank Member has exhausted all paid time off benefits as a result of a non-work related injury or disability and is not eligible for long-term or state disability insurance benefits or whose immediate family member is incapacitated which requires the employee to take time off from work to care for that family member, either of which creates a financial hardship, the Bank Member may apply to access funds from the Bank.

For the purposes of this section, the following terms are defined:

1. "Catastrophic illness or injury" is defined as a verifiable illness or injury that is expected to incapacitate the employee for a minimum of ten (10) consecutive days or that incapacitates a member of the employee's immediate family for a minimum of ten (10) consecutive days which incapacity requires the employee to take time off from work to care for that family member and such time off from work creates a financial hardship because all paid leave has been exhausted.
2. "Employee" is any person in the organization in paid status in a permanent position who has passed their probationary period.
3. "Family Member" is defined as the mother, stepmother, father, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse/registered domestic partner of the

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<sup>25</sup>Original 11.11 deleted and all of the new section 11.11 renumbered (original language was from 11.10) - October 28, 2020

<sup>26</sup>11.12 Revised language - March 22, 2021, New section but original language moved from Appendix M - October 28, 2020

employee, and the spouse /registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, brother or sister-in-law, step-child/children of the employee, or any relative living in the immediate household of the employee.

4. "Donating employees" shall be the permanent employees who have a minimum sick leave to their credit equivalent to one full year's accrual at time of donation.
5. "Eligible leave credits" means sick leave accrued to the donating employee, which by virtue of donation does not leave the employee with less than a year's worth of sick leave to their own credit, depending on their assigned work year.
6. "Verification of illness or injury" shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

#### CREATION OF THE CATASTROPHIC LEAVE BANK

1. The Shasta County Office of Education ("S.C.O.E.") agrees to create a Catastrophic Leave Bank ("Bank") effective July 1, 1998.
2. Days in the Bank shall be carried over and accumulate from year to year based on additional members and/or bank need.
3. Days shall be contributed to the Bank and withdrawn from the Bank based on the daily rate of pay of the Bank participant.
4. The Bank shall be administered by a joint committee comprised of two members appointed by each Association and two members appointed by the administration. Minimum representation shall be one member from each unit and administration. (The Human Resource Services Director, Confidential employee and one representative from each bargaining unit (SCCEA, CDEA-SC & CSEA).
5. Should a committee member become an applicant, that committee member shall be replaced by another unit member who is not an applicant.
6. Maximum cumulative withdrawal from Bank shall be limited to \$60,000 in any fiscal year. Individual Bank Member withdrawals are limited to a maximum period of twelve (12) consecutive months. In the event a Bank Member is granted a withdrawal, before requesting a withdrawal for a second event, the Bank Member must make another contribution to the Bank.

#### ELIGIBILITY AND CONTRIBUTIONS

1. Only those employees who have a minimum earned sick leave credit equivalent to one full year's accrual and who are in permanent, non-probationary positions shall be eligible to become a member of the Bank.
2. Participation in the Bank is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
3. The contribution, on the appropriate form, must be authorized by the contributing employee.

4. Initially, an employee must contribute two (2) days to become a member of the Bank. Individual Bank Member withdrawals are limited to a maximum period of twelve (12) consecutive months. In the event a Bank Member is granted a withdrawal, before requesting a withdrawal for a second event, the Bank Member must make another contribution to the bank.
5. Annually if insufficient hours are credited, the committee may solicit additional contributions to reach the \$60,000 annual maximum. This is to allow the maximum number of employees to participate in the Bank.
6. Annually thereafter, a call for hours shall be made during open enrollment (May 1 through June 15). Eligible employees but non-participating employees and newly eligible employees shall be recruited as members. Current Bank Members can voluntarily make an additional contribution to the bank of up to 2 days.
7. The Committee may consider opening a second open enrollment window during the year in the event it becomes necessary to solicit contributions to cover an approved application.
8. Once accepted, the donation of leave credits is irrevocable.

#### WITHDRAWAL FROM THE BANK

1. Bank Members whose total paid leave time has been exhausted may request a withdrawal from the Bank per the definition of a catastrophic illness or injury to themselves or a family member.
2. Bank Members must use all sick leave, vacation, and compensatory time, and apply for SDI (if eligible) or other long term disability as appropriate excluding differential pay, and available to them before they are eligible to request a withdrawal from the Bank.
3. Bank Members who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the bank. SCOE shall pay the participant full net pay and the bank shall be charged at the appropriate pro-ration.
4. The first ten (10) consecutive duty days of illness or disability of the Bank Member or their family member must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank.
5. Bank Members applying to withdraw, or extend their withdrawal, from the Bank will be required to submit a statement in writing from a physician indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
6. If a Bank Member is incapacitated, applications may be submitted to the Committee by the Bank Member's representative or member of the Bank Member's family.
7. Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Duty days are defined as the employee's regularly scheduled number of hours. If the employee is eligible for differential pay, one full duty day will be deducted from the available units granted. Bank Members may submit requests for extensions of withdrawals as their prior units expire. A Bank Member's withdrawal from the Bank may not exceed a maximum period of twelve (12) consecutive months.

8. If a Bank member has drawn sixty (60) Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the Bank Member's expense. The Committee shall choose only a physician who qualifies under the SCOE offered insurance policy. Refusal to submit to the medical review will terminate the Bank Member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Bank based upon the medical report. The Bank Member May appeal any such termination under the procedures outlined in paragraph 13 below.
9. Leave from the Bank may not be used for illness or disability, which qualifies the Bank Member for Worker's Compensation.
10. When the Committee may reasonably presume or physician's information indicates that the Bank Member applying for a withdrawal may be eligible for a Disability Retirement under PERS, STRS, Social Security or other long term protection plan, the Committee may request that the applicant apply for disability or retirement, if eligible. Failure of the withdrawal applicant to submit a complete application, including written medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant from further Bank payments. Any requests for additional medical information shall be submitted within ten (10) days or the Bank Members Entitlement to Bank payments shall cease. If income protection or disability benefits are denied, the applicant must appeal or entitlement to the Bank leave shall cease.
11. If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the SCOE is under no obligation to pay the Bank Member any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the Bank Member, in writing, of the reason for the denial.
12. Withdrawals shall become effective immediately upon the exhaustion of sick leave and the waiting periods provided for in paragraph 4 of "Withdrawals from the Bank". For example, if a Bank Member contributed to the Bank when first eligible to contribute and has twelve (12) days of accumulated sick leave (and no other paid leave) when the illness began, they could begin withdrawing upon the thirteenth (13th) duty day, if otherwise eligible. If the participant has fifteen (15) days of sick leave at the beginning of the illness, they could begin withdrawing on the sixteenth (16) duty day. If the Bank Member had five (5) days of sick leave at the beginning of the illness, they shall begin withdrawing days on the eleventh (11th) duty day.
13. Bank Members who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, appeal the denial, non-renewal or termination by providing new additional information to the Committee. This final decision of the Committee is the final authority. Such final authority is not subject to the grievance procedure, review by PERB or litigation and the parties specifically waive any rights to review by any of these entities.

#### ADMINISTRATION OF THE BANK

1. The Bank Committee shall have the responsibility for maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Bank Members and to the S.C.O.E.
2. The Committee shall be responsible for opening the window period for enrollment May 1 through June 15 of each year.

3. The Committee's authority shall be limited to administration of the Bank.
4. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
5. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
6. By October 1 of each school year, the HR office shall notify the committee of the total number of accumulated hours in the bank by employee valued at current pay rates.

## ARTICLE 12: 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 PROCEDURES

12.3.1 During the regular school session, the Human Resources Office shall distribute via email 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. Vacancies shall be posted a minimum of five (5 working days). No regular assignment to fill a vacancy may be made until after this closing date.

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, they 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 their 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 CASELOADS<sup>27</sup>

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

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<sup>27</sup>Article 13 Revised & original language moved from Appendix C - October 28, 2020

provisions of State law are as follows:

<b>PROGRAM</b>	<b>CASELOAD</b>	<b>REFERENCE</b>
Resource Specialist	28	EC 56362 I <sup>i</sup>
Language, Speech and Hearing Specialist	55	EC 56363.3 <sup>ii</sup>
Early Intervention Program: Infant	16	
Independent Study	27	EC 51745.6 <sup>iii</sup>
<b>CLASS</b>	<b>CLASS SIZE</b>	<b>REFERENCE</b>
Special Education ED: Day Class: K-8 @ EXCEL	12	
All Court School Classes	20	See comment below <sup>iv</sup>

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

<sup>i</sup> 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.

<sup>ii</sup> 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.

<sup>iii</sup> 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 year<sup>28</sup>.

<sup>iv</sup> 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.<sup>29</sup>

## 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

<sup>28</sup>iii Revised - October 28, 2020

<sup>29</sup>iv Previous iv removed and v renumbered - March 22, 2023

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.<sup>30</sup>

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 \$50.00 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 10.3.2 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. If a Unit Member based on their expertise is requested to take on work beyond their professional work day and voluntarily does so, their salaried hourly rate will be utilized.<sup>31</sup>

### 14.2 STAFF DEVELOPMENT

14.2.1 Certificated employees will be scheduled for Staff Development days as follows: three (3) days for in-service, one (1) day for meetings. All Unit Members are expected to attend each planned full day of staff development. 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 On workdays of non-student attendance, unit members shall report for duty as designated by their Supervisor.<sup>32</sup>

### 14.3 BENEFITS<sup>33</sup>

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

Effective July 1, 2023, 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	\$7,700 per year
Employee Plus Children	\$11,000 per year
Employee Plus Spouse	\$12,000 per year
Employee Plus Family	\$17,000 per year <sup>34</sup>

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<sup>30</sup> 14.1.1 Revised - October 28, 2020

<sup>31</sup> 14.1.2 Revised language - March 22, 2023

<sup>32</sup> 14.2.2 Language moved from 10.6 - March 22, 2023

<sup>33</sup> 14.3 Revised - April 18, 2022

<sup>34</sup> 14.3.1 Revised language - March 22, 2023

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.<sup>35</sup>

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 their 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

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.

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<sup>35</sup>14.3.1 Revised - October 28, 2020

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 their 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 STIPENDS<sup>36</sup>

##### 14.5.1 MEDI-CAL<sup>37</sup>

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.

##### 14.5.2 SPECIAL EDUCATION CREDENTIALS<sup>38</sup>

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

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<sup>36</sup>14.5 Revised Title - October 28, 2020

<sup>37</sup>14.5.1 New Title - October 28, 2020

<sup>38</sup>14.5.2 New section - October 28, 2020

annual stipend of \$3000<sup>39</sup> (prorated by FTE based on Special Education related assignments), payable monthly. Effective July 1, 2022, any unit member utilizing a preliminary credential under these same categories will receive an annual stipend of \$3,000 for a maximum of two years.<sup>40</sup>

#### 14.5.3 ADMINISTRATIVE TEACHER ON DUTY<sup>41</sup>

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 MEMBERS<sup>42</sup>

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 STIPENDS<sup>43</sup>

- 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 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.

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<sup>39</sup> 14.5.2 Increase effective July 1, 2021 - Revised March 31, 2021

<sup>40</sup> 14.5.2 Revised language - March 22, 2023

<sup>41</sup> 14.5.3 New section - October 28, 2020

<sup>42</sup> 14.5.4 New section but original language from a portion of original 14.6.1 - October 28, 2020

<sup>43</sup> 14.5.5 New section but original language moved from a portion of Appendix A - October 28, 2020

#### 14.5.6 JUVENILE REHABILITATION FACILITY TEACHERS<sup>44</sup>

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 (prorated 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. Effective July 1, 2022, any unit member utilizing a preliminary credential under these same categories will receive an annual stipend of \$3,000 for a maximum of two years.<sup>45</sup>

#### 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.<sup>46</sup>

#### 14.7 SALARY PLACEMENT<sup>47</sup>

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.

c. Private/Parochial or appropriate clinical experience will be allowed if:

i. It was paid appropriate teaching experience or appropriate clinical experience.

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<sup>44</sup>14.5.6 New section - April 18, 2022

<sup>45</sup>14.5.6 Revised language - March 22, 2023

<sup>46</sup>14.6.1 Revised language - October 28, 2020

<sup>47</sup>14.7 New section but original language moved, revised and renumbered from a portion of Appendix A, B and D - October 28, 2020

- 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 placed at BA & 30 (A), Step 1 and are not eligible for experience or unit credit. Employees on an intern credential are eligible for experience or unit credit.



## ARTICLE 15: 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 their 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 they believe to endanger their 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 their 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 16: PARA-EDUCATORS AND BEHAVIOR MANAGEMENT ASSISTANTS

- 16.1 Para-educators and Behavior Management Assistants are assigned by administration. The supervising teacher shall provide input to the assigned supervisor (Principal, Director or Executive Director) for evaluating the performance of the support personnel utilizing the County Office evaluation procedures.

## ARTICLE 17: 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 shared with Unit Members prior to the close of the regular school year.<sup>48</sup>

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<sup>48</sup>17.2 Revised language - March 22, 2023

- 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 May 1, with assignment made by May 15.
6. It is understood that positions may be added or deleted after May 1 based on enrollment.

## ARTICLE 18: MISCELLANEOUS PROVISIONS

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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 President. A copy

will be posted online and available for each certificated employee of this bargaining unit. Upon written request submitted to the Human Resources Office, a unit member will be provided with a hard copy of the contract.

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

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

#### 18.7 DRUG/ALCOHOL TESTING PROGRAM

18.7.1 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 19: SAVINGS PROVISION

19.1 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 20: CONCERTED ACTIVITIES

20.1 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.

20.2 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.

20.3 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 21: LAYOFF PROCEDURES

- 21.1 In the event of any planned layoff of unit members, the following steps shall be taken.
  - 21.1.1 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.
  - 21.1.2 The Employer shall also provide the Association President with a seniority list of all unit members.
- 21.2 In the event that unit members are laid off, the Human Resources Office shall assist those employees by:
  - 21.2.1 Notifying them of any certificated job opportunities within the County Office for which they may qualify.
  - 21.2.2 Making available information received by the County Office about certificated job opportunities with other employers.
- 21.3 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:
  - 21.3.1 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.
  - 21.3.2 The leave is contingent upon the Supervisor or designee determining that the employee can be spared.
  - 21.3.3 The employee shall submit to the Human Resources Office documentation of the time, place, location and nature of the interview.
- 21.4 A unit member being laid off will be considered for continued employment under the following conditions:
  - 21.4.1 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.

- 21.4.2 The employee must have 15 or fewer semester units to complete to qualify for a new credential.
- 21.4.3 The employee must be able to obtain the new credential within 18 months.
- 21.4.4 If the conditions of 21.4.1, 21.4.2, and 21.4.3 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.
- 21.4.5 The Superintendent shall determine who qualifies for the program based upon the provisions found in 21.4.1, 21.4.2, 21.4.3, 21.4.4 and the needs of the educational programs of the County Schools Office, applied in a reasonable manner.
- 21.4.6 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.
- 21.4.7 If additional coursework 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 coursework, contingent upon state certification for the emergency credential.
- 21.5 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.
- 21.6 Effective 2/25/11, in the event of the same date of hire, management will assign seniority order at the time of hire. Unit members hired prior to 2/25/11 have been assigned seniority order according to previous contract language and are designated on the certificated seniority list.
- 21.7 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 22: EARLY RETIREMENT

- 22.1 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.

22.2 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.

22.3 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.

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.

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.

Participants shall provide up to forty (40) days of service each contract year at times determined by the Superintendent, in consultation with the participant.

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.

A participant, with approval of the Superintendent, may terminate participation at any time.

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.

22.4 The provisions of this article are not subject to the grievance procedure.

## ARTICLE 23: COMPLETION OF MEET AND NEGOTIATION

23.1 Except as specifically provided in Article 24 (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 24: TERM

- 24.1 This Agreement shall remain in full force and effect from July 1, 2023 up to and including June 30, 2026 and thereafter shall continue in full force and effect year-by-year unless one of the parties notifies the other in writing no later than September 1, to modify, amend or terminate the agreement. Notwithstanding the foregoing, however, either party may, by giving the other written notification prior to September 1, of its intent to annually reopen negotiations on Article 14 - Compensation, and one other Article of this Agreement. In addition, we agree to reopen Article 13 - Court School Class Size during 2024-25 negotiations.
- 24.2 This agreement shall remain in full force and effect July 1, 2023 through June 30, 2026.
- 24.3 For the 2023-2024 school year negotiations are closed.

IN WITNESS WHEREOF, the parties have executed amendments to this Agreement on the 22nd Day of March, 2023 to be effective July 1, 2023 or thereafter as specified<sup>49</sup>.

*Judy Flores*

Judy Flores, Superintendent, SCOE

*Adam Hillman*  
[Adam Hillman \(Jun 29, 2023 07:26 PDT\)](#)

Adam Hillman

*DeAn Chambless*  
[DeAn Chambless \(Jun 29, 2023 07:56 PDT\)](#)

De'An Chambless

*Jodie Vanornum*

Jodie VanOrnum

*Mike Freeman*  
[Mike Freeman \(Jun 29, 2023 05:38 PDT\)](#)

Mike Freeman

*Carie Webb*

Carie Webb

*Karin Lindsey*

Karin Lindsey, Bargaining Chair

*Jill North*

Jill North

*Barbara Zlotowski*  
[Barbara Zlotowski \(Jul 13, 2023 23:29 GMT+2\)](#)

Barbara Zlotowski

*Polly Bambauer*  
[Polly Bambauer \(Jul 12, 2023 19:14 PDT\)](#)

Polly Bambauer

*Marlene Giuntini*  
[Marlene Giuntini \(Jun 29, 2023 15:07 PDT\)](#)

Marlene Giuntini

*Rebecca Williams*  
[Rebecca Williams \(Jul 13, 2023 16:21 PDT\)](#)

Rebecca Williams

<sup>49</sup>Article 24 - Revised March 22, 2023














# SCCEA Contract Update

Final Audit Report

2023-07-13

















Created:	2023-06-29
By:	Jami Lozoya (jlozoya@shastacoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8N10pTTLX4AZJalmqYj7KlwOm_7Fc_2z

## "SCCEA Contract Update" History


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-  Document e-signed by Karin Lindsey (klindsey@shastacoe.org)  
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2023-07-10 - 4:01:23 PM GMT- IP address: 66.249.84.64

 Email viewed by Carie Webb (cwebb@shastacoe.org)  
2023-07-11 - 4:57:05 PM GMT- IP address: 66.249.84.207

 Document e-signed by Carie Webb (cwebb@shastacoe.org)  
Signature Date: 2023-07-11 - 4:57:44 PM GMT - Time Source: server- IP address: 66.244.5.217

 Email viewed by Polly Bambauer (pbambauer@shastacoe.org)  
2023-07-13 - 2:14:09 AM GMT- IP address: 66.102.8.129

 Document e-signed by Polly Bambauer (pbambauer@shastacoe.org)  
Signature Date: 2023-07-13 - 2:14:56 AM GMT - Time Source: server- IP address: 98.124.145.194

 Agreement completed.  
2023-07-13 - 2:14:56 AM GMT











# SCCEA Contract 7 1 2023-6 30 2026

Final Audit Report

2023-07-13

Created:	2023-07-13
By:	Jami Lozoya (jlozoya@shastacoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARSwgT_4NvGISOyPVnhmf4GLgtBicIV-B

## "SCCEA Contract 7 1 2023-6 30 2026" History

-  Document created by Jami Lozoya (jlozoya@shastacoe.org)  
2023-07-13 - 8:37:54 PM GMT- IP address: 66.244.5.217
-  Document emailed to Barbara Zlotowski (bzlotowski@shastacoe.org) for signature  
2023-07-13 - 8:39:05 PM GMT
-  Document emailed to Rebecca Williams (rwilliams@shastacoe.org) for signature  
2023-07-13 - 8:39:05 PM GMT
-  Email viewed by Rebecca Williams (rwilliams@shastacoe.org)  
2023-07-13 - 8:39:18 PM GMT- IP address: 66.249.84.74
-  Email viewed by Barbara Zlotowski (bzlotowski@shastacoe.org)  
2023-07-13 - 9:28:23 PM GMT- IP address: 74.125.208.97
-  Document e-signed by Barbara Zlotowski (bzlotowski@shastacoe.org)  
Signature Date: 2023-07-13 - 9:29:44 PM GMT - Time Source: server- IP address: 5.90.37.192
-  Document e-signed by Rebecca Williams (rwilliams@shastacoe.org)  
Signature Date: 2023-07-13 - 11:21:48 PM GMT - Time Source: server- IP address: 98.97.113.116
-  Agreement completed.  
2023-07-13 - 11:21:48 PM GMT