

TENTATIVE AGREEMENT between

ST. HELENA UNIFIED SCHOOL DISTRICT (SHUSD) BOARD OF TRUSTEES

And

ST. HELENA TEACHERS' ASSOCIATION (SHTA)

Effective July 1, 2023

For the St. Helena Teachers' Association (SHTA):

Brandon Farrell, SHTA President

Date

Angie Bond, SHTA Representative

Date

Marc Luesldorf, SHTA Representative

Date

For the St. Helena Unified School District (SHUSD):

Chris Heller, Chief Academic Officer

Date

Andrea Stubbs, Chief Business Official

Date

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ARTICLE I
AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Trustees (Board) of the St. Helena Unified School District (District) and the St. Helena Teachers' Association (Association), an affiliate of the California Teachers' Association and the National Education Association, a Unit member organization.
- 1.2.1 There shall be no reopeners for 2022-2023.
- 1.2.2 For the 2023-2024 school year, SHTA opens Article XIV: Wages. SHUSD opens Article IX: Evaluation Procedures.
- 1.2.2.1: Unless mutually agreed otherwise, negotiations for the 2023-2024 school year are to begin prior to March 15, 2023.
- 1.2.3 For the 2024-2025 school year, SHTA opens Article XIV: Wages. SHUSD opens Article XII: Hours of Work.
- 1.2.3.1: Unless mutually agreed otherwise, negotiations for the 2024-2025 school year are to begin prior to March 15, 2024.
- 1.2 The term of this agreement, except otherwise noted or agreed upon, shall be from July 1, 2022, through June 30, 2025.
- 1.3 Unless mutually agreed otherwise, successor negotiations to this Agreement are to begin prior to March 15th, 2025 for the contract term beginning July 1, 2025.

ARTICLE II
RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certified employees of the Board for the purpose of meeting and negotiating excluding the following: management, confidential and supervisory unit members, long and short-term substitute and summer school unit members who are not St. Helena Unified School District bargaining unit members. The SHTA President or designee shall be the sole representative for the Association. This recognition shall be ongoing unless the exclusive representative is decertified in accordance with the applicable laws and regulations.

ARTICLE III
DEFINITIONS

- 3.1 DISTRICT is the St. Helena Unified School District, its Board, Administration, and other designated representatives.
- 3.2 ASSOCIATION means the St. Helena Teachers' Association, CTA/NEA, its Officers, and representatives. The Association is the exclusive representative of the certified bargaining unit in the District as defined in Article II.
- 3.3 IMMEDIATE SUPERVISOR means the unit member's administrator or supervisor, employed by the District who has direct responsibility for supervising the unit member. Usually this person is the building principal.
- 3.4 UNIT MEMBER means any District certificated unit member who is included in the appropriate unit as defined in Article II and, therefore, covered by the terms and provisions of this Agreement.
- 3.5 DAY means days the District Office is open for business, unless the Superintendent has closed school due to hazardous or emergency circumstances and there is no need for employees to report to work.
- 3.6 DUTY DAY(S) means day(s) during which unit members are required by contract to render service unless the Superintendent has closed school due to hazardous or emergency circumstances and there is no need for employees to report to work.
- 3.7 INSTRUCTIONAL DAY(S) means any day(s) pupils are present for instruction.
- 3.8 PUPIL-FREE DAY means any day of service required of unit members for the purposes of staff development, teacher workday, or other professional activity, which shall be the length of a normal instructional day.
- 3.9 DAILY RATE OF PAY means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement. A unit member's per diem Hourly Rate of Pay is the Daily Rate of Pay divided by six (6).

- 3.9.1 SHTA HOURLY RATE OF PAY is the same flat rate of pay for all unit members as listed on Step 1, Column 1, of the Certified Salary Schedule.
- 3.9.2 TIER PAY is defined as compensation for staff who participate in continuing education during school breaks.
- 3.9.3 Mandatory participation in staff or professional development activities outside the duty day will be paid at the District Hourly Rate of Pay.
- 3.9.4 Unit members that apply for additional assignments during the work year will be paid at the District Hourly Rate of Pay.
- 3.9.5 OVERLOAD means teaching an assignment(s) above the employee's normal workload, as the teacher of record. Compensation for this additional assignment will be paid at twenty percent 20% of the member's step and column.
- 3.10 PREPARATION PERIOD (TIME) means time for which unit members are to use for individual class preparation based on the unit member's classroom needs.
- 3.11 COLLABORATION PERIOD (TIME) means time for which unit members are to use for preparation with additional unit members in their grade level, subject area, or cross-curriculum areas.
- 3.12 SITE means a building or location where unit members work. Unit members who render service at multiple sites shall be assigned a primary "site" by his/her immediate supervisor.
- 3.13 IMMEDIATE FAMILY includes a unit member's children, parents and spouse.
- 3.14 EXTENDED FAMILY includes a unit member's mother, father, grandmother, grandfather, or a grandchild of the unit member. Extended family includes the spouse of the unit member, son, son-in-law, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household of the unit member.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 GENERAL

The primary personnel relationship in the District is between the unit member and the immediate supervisor. This procedure is not intended to supplant or replace informal consultation, personal conferences and other administrative efforts that will reduce potential areas of grievances and resolve difficulties that may arise among unit members.

Recognizing that it may not be possible to solve a serious problem, the parties hereby establish this procedure to provide an orderly method of resolving such problems.

4.2 PURPOSE

The purpose of this procedure is to secure, at lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

4.3 DEFINITIONS

4.3.1 Grievance: A “grievance” is a claim by one or more unit members of the Association that there has been a violation, misinterpretation, misapplication or unfair application of a provision of this Agreement.

4.3.2 Unit member: A certificated unit member of the District within the bargaining unit covered by this Agreement.

4.3.3 Immediate Supervisor: The unit member’s administrator or supervisor, employed by the District who has direct responsibility for supervising the unit member. Usually this person is the building principal. If a grievance arises from action or inaction by an administrator at a level above the immediate supervisor, the grievant shall begin this process at Level II.

- 4.3.4 Grievant: A unit member or group of unit members who file grievance, the Association on behalf of one or more unit members, or the Association in its own behalf regarding grievances which concern enforcement of contract provisions not necessarily impacting individual unit members.
- 4.3.5 Conferee: A fellow unit member, a supervisor, an administrator, or an SHTA representative who, at the request of any party to a grievance, is invited to participate in a problem resolution conference or hearing or any meeting held in conjunction with the steps of the grievance procedure.
- 4.3.6 Days: Working days, on which the District Office is open for regular business excepting the calendar Winter and Spring Break days.

Upon the written request of the grievant to the Superintendent, non-duty days of the unit member between the last day of the current year and first day of the next year, shall be counted as days in a grievance that has not proceeded beyond Level I.

- 4.3.7 Decision: A decision under this Article is the written response to the grievant at any level detailed in this Article. To be considered a decision, this response shall include, in writing, the findings on which the decision is based.
- 4.3.8 Date: The “date” of any written document within this procedure shall be the date of proof of personal service, proof of service by regular mail, or proof of service by facsimile transmission.

4.4 PRINCIPLES

To be consistent with the purpose of this Article, the following principles are hereby recognized and established as essential:

- 4.4.1 All personnel shall resolve their problems as close as possible to the point of origin and shall seek to do so with reasonableness and in good faith.
- 4.4.2 Only an individual unit member(s) or the Association may file a grievance. The Association may file a grievance on behalf of identified unit members.

- 4.4.3 Any unit member may at any time present a grievance(s) to his/her employer and have such grievance(s) adjusted, except as prevented by law without the intervention of the Association, provided that the District shall not agree to a resolution of the grievance until the Association President has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 4.4.4 Unit members shall be entitled to the available assistance, support, and representation of the Association at any step in the procedure.
- 4.4.5 Parties shall make every effort to give forty-eight (48) hour notice when it is their intention to utilize the services of conferees at conference or hearings held pursuant to this Article.
- 4.4.6 The parties agree that no reprisals of any kind shall be taken by or against any participant in the Grievance Procedure.
- 4.4.7 A grievance file shall be maintained as a separate file in the office of the Superintendent and shall not be a part of the personnel files of the participating parties, except as may be required to implement the disposition of the case, or that which would routinely be part of such files. The Association may request and obtain a duplicate copy of all materials in the grievance file. With the written approval of the grievant, an Association representative may review with the Superintendent any papers or documents that would become part of the personnel file due to the disposition of the grievance.
- 4.4.8 Parties to the grievance shall have access to the non-confidential documents or school records to aid them in processing the grievance.
- 4.4.9 At any time prior to filing of a formal grievance, the grievant is free to consult with the Superintendent.
- 4.4.10 The time limits at any step of the procedure may be extended or shortened upon mutual written agreement of the parties.
- 4.4.11 When the District requires any unit member to be absent from duty to process a grievance, release time shall be granted. Grievances will normally be handled outside school hours.

4.4.12 Grievance resolution efforts shall concentrate more on what is right and less on who is right. Effective resolution of grievances requires that all parties involved conduct themselves with decorum and restraint and that commonly accepted principles of ethical professional conduct be observed at all times.

4.4.13 The grievance procedure shall not be utilized in those cases for which other means of review are available to the unit member under law or other policies of the Board.

4.4.14 Grievance decisions which have system-wide implications shall be communicated to the total staff. If indicated by findings, it may be necessary to initiate, revise, or clarify District policy or practice as it relates to administration of this Agreement.

4.5 GRIEVANCE RESOLUTION PROCEDURE

4.5.1 Informal Consultation with Immediate Supervisor: A grievant shall first identify the concerns(s) as a potential grievance and discuss the alleged grievance with the immediate supervisor. This discussion shall occur within ten (10) days after the occurrence or event giving rise to the alleged grievance, or within ten (10) days after grievant knew or should have known of such occurrence or event.

4.5.1.1 The grievant and the immediate supervisor shall, in good faith, make every effort to resolve the grievance informally.

4.5.1.2 At least one conference shall be held between the grievant and the immediate supervisor before a formal grievance is filed.

4.5.1.3 The parties may utilize conferees to assist in resolving the alleged grievance.

4.5.1.4 The District shall respond, in writing, to the grievant within ten (10) days of the informal conference, with a copy to the Association and the Superintendent.

LEVEL I

4.5.2 Formal Filing of a Grievance with the Immediate Supervisor: After all informal attempts to resolve the grievance have proved unsuccessful, the grievant may, within ten (10) days after the date of the written response at the informal conference step, file a grievance in writing with the immediate supervisor. The grievance forms shall be available at any school site, the District Office, and the District website. (See Appendix G.) Specific forms are required for the filing of a grievance and shall be available at any school site or the District Office.

The written grievance shall contain:

- 4.5.2.1 A statement of steps initiated by the grievant to resolve the grievance by informal means.
- 4.5.2.2 A description of the general and specific grounds of the grievance, including reference to the specific section of the Agreement alleged to have been violated where applicable. (See Definition of Grievance).
- 4.5.2.3 A listing of specific actions and events alleged to have caused the grievance. All persons involved should be named, stating times, places, and events in which each person so named was involved.
- 4.5.2.4 A listing of the specific actions which the grievant requests as a remedy to resolve the grievance. A copy of the written grievance shall be forwarded simultaneously to the Superintendent and the Association.

4.5.3 Written Response from Immediate Supervisor

Following the written submission of the grievance, the immediate supervisor shall prepare a written response. This response shall contain reasons supporting the disposition of the grievance and shall be delivered to the grievant, the Association, and to the Superintendent within ten (10) days after the date of the written grievance.

LEVEL II

4.5.4 Appeal to the Superintendent

If the Level I grievance response is not acceptable to the grievant, the grievant may appeal in writing to the Superintendent. The appeal shall occur within ten (10) days after the date of the Level I Response.

The written appeal shall contain the following information:

4.5.4.1 A restatement of the original grievance and proposed remedy.

4.5.4.2 The basis for non-acceptance of the immediate supervisor's Level I response.

4.5.4.3 Any additional information needed to further clarify the continued grievance situation.

4.5.4.4 Any additional suggestions the grievant may have to resolve his/her grievance.

The Superintendent shall meet with the grievant(s) and, upon grievant's request, the Association Representative, to attempt to resolve the grievance. A copy of the appeal shall be furnished simultaneously to the immediate supervisor and any other party to the grievance. The Superintendent shall review all information relative to the grievance available and render a written decision to the grievant and any other party to the grievance within ten (10) days after the date of the appeal.

LEVEL III

4.5.5 Mediation

If the grievant is not satisfied with the Level II response, he/she may request 'in writing' to the Superintendent submission of the matter to the grievance mediation process. The appeal shall occur within ten (10) days after the date of the Level II response.

4.5.5.1 Within ten (10) days of the request for mediation, the Superintendent and the grievant shall agree on a mediator or, failing such agreement, request, in writing, the appointment of a mediator from the California State Mediation Services (CSMS).

- 4.5.5.2 The parties shall meet with the mediator within fifteen (15) days of his/her appointment to resolve the grievance.
- 4.5.5.3 The mediation process shall not exceed one (1) day.
- 4.5.5.4 If for any reason the CSMS fails to or refuses to act as provided herein, the parties shall meet and seek alternative mediation methods.
- 4.5.5.5 The mediator shall not make written or public recommendations relative to the grievance unless specifically requested by both parties.

LEVEL IV

4.5.6 Request for Review by the Board: If the grievance is still unresolved after the written recommendations of the mediator, the grievant may request, in writing, a review of the grievance by the Board. This request shall occur within ten (10) days after the date of the mediator's written recommendations. Upon receipt of the request for review, the Superintendent shall, within ten (10) days, furnish a full report to the Board. This report shall include the statement of grievance and all materials developed relative to the grievance procedures.

- 4.5.6.1 Within twenty (20) days after the date of the request, the Board shall meet in closed session to review the grievance.
- 4.5.6.2 The Superintendent shall notify all parties to the grievance of the date, time, and place of the meeting.
- 4.5.6.3 Any material developed by either party to the grievance pertaining to the grievance review by the Board that has not been presented and reviewed at Level I, II, or III shall be presented in writing to the Board and all parties to the grievance at least forty-eight (48) hours prior to the meeting date set for Board review of the grievance, if this new material is to be considered by the Board.

- 4.5.6.4 At this meeting, all parties to the grievance shall, at their request, be given time to make a presentation to the Board. Presentations are to be pertinent, concise, and uninterrupted.
- 4.5.6.5 The Board has the right to question any and all parties to the grievance.
- 4.5.6.6 Both parties to the grievance may request to have a conferee and an Association representative attend this meeting. This request shall be made through the Superintendent.
- 4.5.6.7 After a full review of the facts pertinent to the grievance, the Board shall deliberate without any parties to the grievance present. The Board's legal counsel may be present during Board deliberations.
- 4.5.6.8 If the Board desires to seek further clarification from any party during their deliberations, all parties to the grievance may request to be present at that time.
- 4.5.6.9 The Board may, but is not required to, render an oral decision at this meeting.
- 4.5.6.10 The decision of the Board shall be communicated, in writing, to all parties to the grievance within ten (10) days following the Board meeting at which the grievance was heard. The decision of the Board shall be binding to the extent that no rights of the grievant to further legal action are abrogated.

ARTICLE V
ORGANIZATIONAL SECURITY

5.1 Dues Deduction

- 5.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The Association certifies that it shall handle, process, and maintain individual employee written authorizations for such payroll deductions. Employee requests to cancel or change authorizations for payroll deductions shall be processed through the Association. The District shall rely on information from the Association regarding dues deduction authorizations, unless there is a dispute about the existence or terms of the written authorizations.
- 5.1.2 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorizations after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.1.3 The District shall rely on the information provided by the Association regarding whether deductions for an employee organization were properly authorized, canceled or changed. The Association shall indemnify the District for any claims made by an employee for deductions the District made in reliance on information the District received from the Association. (Education Code 45060.)
- 5.1.4 With respect to all sums deducted by the District pursuant to Sections 5.1.1 and 5.1.2 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. The District shall exclude address information for any employee performing law enforcement-related functions and for any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207. The District shall also

exclude employee address information for any employee who provides written request that the information not be disclosed for this purpose. (Government Code 6254.3.)

5.2 Maintenance of Membership

The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective, or who enrolls during the term of this Agreement becomes effective, or who enrolls during the term of the Agreement, shall maintain such membership for the duration of the Agreement. This provision shall not deprive any member of the right to terminate his/her membership with the thirty (30)-day period following the expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump-sum cash payment of dues for the year, the District shall deduct membership dues and in the same manner as set forth in Sections 5.1.1 and 5.1.2 above. The District shall rely on the information provided by the Association, and the Association shall indemnify the District in the same manner as set forth in Section 5.1.3 above.

ARTICLE VI
ASSOCIATION RIGHTS

6.1 Use of District Facilities and Equipment

6.1.1 The District authorizes the Association to use the District's facilities and building at times other than normal working hours and hours of student instruction in accordance with rules and regulations adopted by the Board for use of school facilities.

6.1.2 The Association shall pay for the cost of all materials and supplies incident to each use.

6.1.3 The Association agrees to leave facilities, building, and/or equipment used in clean and orderly condition.

6.2 Association Responsibilities

The Association's President, negotiating committee members, and one building representative per school may contact individual Association members concerning Association business or conduct other Association business at other-than-scheduled class, conference, or meeting times with respect to matters of an urgent nature. It is the intention of the parties that, to the extent possible, Association business be conducted at times other than normal working hours. The Association shall be granted access to unit member work locations during the lunch hour and break, or after normal working hours; however, use of facilities shall be coordinated with the immediate supervisor of the work location.

6.3 Release Time

The District agrees to provide up to 3 days leave of absence for the officer(s) of the Association at SHTA's expense for the purpose of attending and participating in Association activities of which SHTA is a member. Such leave shall be requested at least three (3) working days in advance unless unforeseen circumstances necessitate shorter notice.

6.4 Bulletin Boards

The District authorizes the Association to use, without charge, an area of space on each school's bulletin board. Such bulletin board space will be designated by the Principal of each school.

6.5 District Mailboxes

The District authorizes the Association to use school mailboxes and email for the distribution of their routine communications in compliance with Education Code 7054.

6.6 Distribution of Agreement

It is agreed that, as soon as practical after settlement of this Agreement is reached, the District shall post the Agreement on the District website for access to all unit members in the bargaining unit. The District shall provide the Association twelve (12) printed copies for its use. If unit members would like a printed copy, they may make such request to the District Office.

6.7 Directory Information

Names and addresses of certificated unit members shall be provided to the Association upon written request.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Granting of Leave

The District may grant leaves of absence, with pay, to unit members of the District. Unit members will be provided with leave rights, as provided by applicable state and federal law. Any changes to state or federal law shall supersede the provisions within this Article. No unit member shall be denied any leave of absence to which he/she is entitled by law. The District reserves the right to cancel or limit all leaves during periods of state, national and local emergency, and during the commission of acts detrimental to the welfare of the schools and pupils thereof.

7.2 Substitute Teachers

If a unit member is unable to attend school, the unit member is required to call into the substitute call system at least two (2) hours in advance of the start of the school site's day. If the absence is not for a specific length of time, the District Office shall be notified by 4:00 p.m. on the day before the unit member expects to return to duty. Should the unit member fail to notify the District Office that he/she expects to return, and the substitute appears for duty, the substitute's salary shall be deducted from the unit member's salary for that pay period.

7.3 Leave for Illness or Injury

7.3.1 Sick leave and extended illness leave are granted to an employee when he/she is unable to work on a day in which he/she was regularly scheduled to work, due to personal illness, injury, or quarantine. Every certificated unit member, employed five (5) days a week, shall be entitled to ten (10) days' leave of absence for illness or injury with full pay for each school year of service. Certificated unit members, employed less than five (5) days a week or rendering less than a school years' service, shall have their leave adjusted proportionately to their term of service.

7.3.1.1 Bargaining unit members shall be allowed to use sick leave for the care of immediate family members.

- 7.3.1.2 Certificated unit members working on a one hundred ninety-six (196) day contract shall be entitled to an additional half day leave of absence for illness or injury with full pay, with each school year of service, for a total of ten-and-a-half (10.5) days.
- 7.3.1.3 Certificated unit members working on a two hundred one (201) day contract shall be entitled to an additional three-quarters (.75) day leave of absence for illness or injury with full pay, with each school year of service, for a total of ten-and-three-quarters (10.75) days.
- 7.3.1.4 Certificated unit members working on a two hundred six (206) day contract shall be entitled to an additional full day leave of absence for illness or injury with full pay, with each school year of service, for a total of eleven (11) days.
- 7.3.1.5 If a pattern is documented in conjunction with the use of sick leave, the District reserves the right to investigate and discipline the unit member, which may include docked pay, written reprimand, or required notes for absences.

7.3.2 Accumulated Leave

If such unit member does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year. When a unit member is absent due to illness or injury from work in excess of his/her accumulated leave, his/her wages shall be adjusted in conformance with this Article.

7.3.3 Coordination of Current Year and Accumulated Sick Leave with Extended Illness Leave

- 7.3.3.1 In the event of illness or injury, the unit member shall utilize sick leave in the following order:
- 7.3.3.2 Use balance of current year's sick leave. (Section 7.3.1)
- 7.3.3.3 Use other accumulated sick leave. (Section 7.3.2)
- 7.3.3.4 Extended Illness Leave use an additional period, not to exceed five (5) school months, during which the unit member receives the difference between the unit

member's per diem pay and that of any substitute teacher who is employed to fill the unit member's position during the period of illness or injury, or, if no substitute was employed, the amount that would have been paid to the substitute had he/she been employed. The five (5)-month period of time shall begin to run immediately following exhaustion of the leaves provided in Sections 7.3.1 and 7.3.2 above.

- 7.3.3.5 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or injury for a period beyond the five (5)-month period provided pursuant to Section 7.3.3.4 above, and the unit accumulated sick leave, and continues to be absent on account of illness or injury beyond the five (5)-month period provided pursuant to Section 7.3.3.4 above, and the unit member is not medically able to resume the duties of his/her position, the unit member shall, if not placed on another position be placed on a re-employment list for a period of twenty-four (24) months if the unit member is on probationary status, or for a period of thirty-nine (39) months if the unit member is on permanent status. When the unit member is medically able, during the 24-month or 39-month period, the certificated unit member shall be returned to employment in a position for which he/she is credentialed and qualified.

The twenty-four (24)-month or thirty-nine (39)-month period shall commence at the expiration of the five (5)-month period provided pursuant to Section 7.3.3.4 above.

7.3.4 Proof of Illness or Injury

- 7.3.4.1 A unit member who is absent due to illness or injury for three (3) consecutive workdays shall, upon request from the immediate supervisor, on a form provided by the District, state the nature of the illness or injury and certify the facts stated. At its option and expense, the District may require the unit member to obtain verification of the illness or injury from a medical doctor selected by the District.
- 7.3.4.2 A unit member who is absent due to illness or injury for six (6) or more consecutive workdays shall obtain verification of the illness or injury from a medical doctor at the unit member's expense.

7.3.4.3 In the event of concerted activity, such as a strike or sickout, the Superintendent may require verification of any absence, for illness or injury, by a medical doctor at the unit member's expense.

7.3.4.4 In the event that a unit member uses sick leave prior to, or after a holiday weekend, the District reserves the right to request documentation verifying illness for that missed day of work if the employee has shown a pattern of absences with prior administrative documentation.

7.4 Bereavement Leave

7.4.1 Unit members are entitled to a bereavement leave of absence within the academic year that the event occurs, not to exceed three (3) days, or five (5) days if travel beyond two hundred (200) miles round trip is required, on account of the death or imminent death of any member of his/her extended family as defined in Article 3.13. The unit member may be asked to provide evidence that travel beyond 200 miles was required. This leave does not have to be taken in consecutive order. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.

7.4.2 The unit member may request the Superintendent to grant one additional day of bereavement leave based on extenuating circumstances. The Superintendent may grant leave after evaluating the reasons for the request.

7.5 Personal Necessity Leave

7.5.1 Up to seven (7) days per school year out of the sick leave granted to an employee under Article 7.3 of this agreement may be used for reasons of personal necessity (Personal Necessity Leave).

7.5.1.1 Personal Necessity Leave is noncumulative.

7.5.2 Personal Necessity Leave shall be limited to circumstances serious in nature which the unit member cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the member's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

7.5.2.1 Personal Necessity Leave shall not be used for vacation.

7.5.3 The unit member shall not be required to obtain prior approval for Personal Necessity Leave taken for any of the reasons stipulated under Education Code 44981:

1. Death or serious illness of a member of his or her immediate family.

2. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

7.5.4 The following conditions require prior approval from the Chief Academic/Human Resources Officer to use Personal Necessity Leave:

7.5.4.1 Personal Necessity Leave used during the first or last three (3) student days at the beginning or at the end of the school year.

7.5.4.2 Personal Necessity Leave used adjacent to a school holiday or vacation period.

7.5.4.3 Personal Necessity Leave requested for more than two (2) consecutive days.

7.5.5 The total unit members granted personal necessity leave for a given day shall in no event exceed five percent (5%) of the total number of unit members.

7.5.6 Verification of Personal Necessity Leave: Proof of necessity of the leave shall be submitted to the Superintendent or Chief Academic Human Resources Officer, upon request, when reasonable cause exists to suggest that use of Personal Necessity Leave was in violation of this Article.

7.5.6.1 Personal Necessity Leave used before or after any sick leave usage. This may require medical verification or written explanation of the need for personal necessity usage.

7.5.7 If a pattern of abuse is documented when unit members are taking Personal Necessity/Confidential Leave, the District reserves the right to investigate and discipline the unit member, which may include docked pay, written reprimand, or required notes for absences.

7.6 Industrial Accident and Illness Leave

All unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for Industrial Accident and Illness Leave according to the following rules and regulations:

- 7.6.1 Allowable leave shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident.
- 7.6.2 Allowable leave shall not be accumulated from year to year.
- 7.6.3 Industrial Accident and Illness Leave will commence on the first day of absence.
- 7.6.4 Payment for wages lost on any day shall not, when added to an award granted the unit member, under the workers' compensation laws of this state, exceed the normal wage for the day.
- 7.6.5 Industrial Accident and Illness Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 7.6.6 When an Industrial Accident and Illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same injury or illness.
- 7.6.7 The Industrial Accident and Illness Leave of Absence is to be used in lieu of entitlement acquired under sick leave (Sections 7.3.1 and 7.3.2 of this Article). When entitlement to Industrial Accident and Illness Leave has been exhausted, entitlement or other sick leave will then be used; but, if a unit member is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 7.6.8 Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

7.6.9 During all paid leaves of absence, whether Industrial Accident and Illness Leave as provided in this Section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of a Board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.

7.7 Pregnancy and Parental Leave

Unit members will be provided with pregnancy and parental leave rights, as provided by applicable state and federal law. Any changes to state and federal law shall supersede the provisions within this Article.

7.8 Business Leave

A unit member may be granted unpaid Business Leave upon the approval of the immediate supervisor and the Superintendent when the unit member demonstrates to his/her immediate supervisor and the Superintendent that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. The maximum period of an unpaid Business Leave is fifteen (15) working days. A request for Business Leave in excess of fifteen (15) working days shall be presented to the Board for its consideration on a case-by-case basis.

7.9 Military Leave

Unit members required to go on Military Leave shall be entitled to rights as mandated by state and federal law.

7.10 Long-Term Leave; Sabbatical Leaves

Unit members may be granted Long Term Leaves of Absence of one semester or more/and/or Sabbatical Leaves as permitted by law and specific District policies or regulations.

7.11 A unit member requesting leave must make the request at least eight (8) weeks before the anticipated commencement of such leave. In the event that a specific date or time frame is not known—for example in the case of some adoptions or foster child placements—the unit member will notify the Business Department of the possible need for leave and potential timeframes as much in advance as possible. Notice of the actual dates must be provided to the District once known.

7.12 Catastrophic Leave Program

The district maintains a catastrophic leave program with the following criteria:

- 7.12.1 Unit members wishing to use the program shall have exhausted all fully paid leave before initiating the program.
- 7.12.2 Request to initiate the program shall be made to the SHTA President in writing and approved by the Chief Academic and Human Resources Officer.
- 7.12.3 Unit members willing to participate may grant a minimum of one (1) day or six (6) hours to a maximum of three (3) days or eighteen (18) hours of unused paid leave – to the member filing the request.
- 7.12.4 Unit members must maintain a minimum of twenty (20) days or one hundred twenty (120) hours of sick leave to themselves after a donation has been allocated.
- 7.12.5 Unit members use of catastrophic leave must be illness or leave related to the nature of the catastrophic leave request and may be subject to verification if requested.
- 7.12.6 Catastrophic Leave may not be used as personal necessity without a written request to the Chief Academic Human Resource Officer for approval forty-eight (48) hours in advance of the leave.
- 7.12.7 Any unused paid leave from the Catastrophic Leave bank shall be proportionally returned to the member after the conclusion of the school year. The amount of return hours shall be approved by both the SHTA President and the Chief Academic and Human Resources Officer.

ARTICLE VIII
TRANSFER AND REASSIGNMENTS

8.0 When making all transfers and reassignments, seniority shall be a strong consideration.

8.1 Transfers

8.1.1 Definition: A transfer refers to any District action which results in the assignment (movement) of a unit member from one school to another school or to another location within the District.

8.1.2 Transfers – Voluntary

The Association agrees that the Superintendent is authorized under Board policy and the Education Code, to make assignments of all unit members to vacant positions based upon the needs of the students and District. A bargaining unit member may request a voluntary transfer in writing to the Superintendent. The unit member shall express preference for work location, grade level, or desired subject discipline areas. The Superintendent shall attempt to honor requests for voluntary transfers when the training, experience, and the abilities of the requesting unit member match the vacant position job descriptions by assuring that the unit member has a scheduled interview by the “Interview Team” established by Board policy to fill a teaching vacancy at the particular school requested by the unit member.

8.1.3 Transfers – Involuntary

Involuntary transfers may be made based upon specific needs of the students and the District. The District shall consider the preferences, qualifications, and training of the involuntary transferee when making such assignment. However, the needs of the students and the District shall be paramount and shall take preference over the preference of the involuntary transferee. The transferee shall, upon request to the Superintendent, be given a written statement of the reason for the transfer within five (5) working days. Any unit member who is involuntarily transferred with less than ten (10) days’ notice shall be entitled to three (3) days paid preparation time. (“Duty day” – see Article III).

8.1.4 The District shall provide assistance in the moving of the unit member's materials whenever a unit member is transferred.

8.2 Reassignment

8.2.1 Definition: A reassignment is a change in assignment; i.e., in grade level or subject at the same site. A reassignment is not a transfer within the meaning of this Article.

8.2.2 Assignment: Principals should consult with unit members regarding the subjects and/or grade levels they would prefer to teach. Prior to the end of the school year, principals will, to the best of their ability, determine and communicate unit member assignments for the following year. If a change in assignment must be made, the unit member will be notified as soon as possible.

8.2.3 Involuntary Reassignment: Involuntary reassignments are made by administrators based upon needs of the students and the District. The District shall consider the preferences, qualifications, training, and certifications of the person being involuntarily reassigned when making such reassignment.

8.2.3.1 The person being involuntarily reassigned shall, upon request to the Superintendent, be given a written statement of the reason for the reassignment within five (5) days.

8.2.3.2 Any unit member who is involuntarily reassigned with less than ten (10) days' notice shall be entitled to three (3) days' paid preparation time. ("Days" – see Article III).

8.2.3.3 The District shall provide assistance in the moving of the unit member's materials whenever a unit member is reassigned.

8.3 Notice of Vacancy

When all assignments and reassignments have been completed and positions (full or part-time) remain unfilled, a “vacancy” exists. Vacancy notices shall be distributed to each school for posting on faculty bulletin boards and distributed by email to all unit members from the Human Resources Office. Unit members who have requested transfers, must notify the Principal and/or Superintendent of their continued interest in being considered for transfer to the particular posted vacancy.

When a position is advertised, unit members may apply for a transfer to and/or promotion to the advertised position for which they qualify. All job openings will be posted in a visible spot at the school sites. The final selection is within the sole discretion of the management of the District.

For all positions posted, internal and external unit members must apply through the current electronic application system where the position is posted.

8.4 Certificated Non-Management Interview Team

All interview teams for hiring certificated, non-management unit members will be comprised of a minimum of at least one SHTA unit member appointed by the President or designee.

8.5 Certificated Management Interview Team

All interview teams for hiring certificated management unit members, with the exception of the Superintendent position, will be comprised of a minimum of at least one SHTA unit member appointed by the President or designee.

8.6 Classified Non-Management Interview Team

For interviews related to classified employees, the SHTA President will be notified in writing of an opportunity for SHTA to have representation on the interview panel. The SHTA President shall have 24 hours from notification to confirm a candidate to be on the interview team or forfeit the representation to the District.

ARTICLE IX
EVALUATION PROCEDURES

9.1 General Statement

9.1.1 The Association and the District agree that the effectiveness of the instructional program is paramount. The Association agrees that the primary responsibility for determining the effectiveness of the teaching staff is that of the administration. The Association, however, agrees that unit members shall work in a cooperative manner with the school and/or District administration to remediate unsatisfactory performance.

9.1.2 It is also understood and agreed by the Association and the District that the principle objective of unit member performance evaluation is to maintain and improve the quality of education in the District.

9.1.3 The California Standards for the Teaching Profession (CSTP) are the basis for all certificated evaluation. (See Appendix E).

9.1.3.1 The following scale will be used in the evaluation of each CSTP – E/Emerging equals one (1); EX/Exploring equals two (2); A/Applying equals three (3); I/Integrating equals four (4); and IN/Innovating equals five (5) for a total of thirty (30) possible points.

9.1.4 Certificated Personnel Evaluation Forms: (See Appendix E). If modification of the current evaluation forms is desired, the Association shall be requested to actively participate in any study leading to a modification.

9.1.5 General Accountability – Limit: A certificated unit member shall not be held accountable for any aspect of the educational program over which the member has no authority to correct deficiencies.

9.1.6 Grievability: The evaluation of unit members, except for alleged violation(s) of procedural matters, shall not be subject to Article IV of this Agreement (Grievance Procedure).

9.2 Principles of Evaluation

9.2.1 Those responsible for personnel evaluation are expected to follow continuous, orderly methods of identifying strengths and deficiencies, to extend assistance for remediation of deficiencies, and to maintain accurate and impartial objective records.

9.2.2 Each unit member evaluated shall have the opportunity to participate in the planning of his/her Initial Plan for Growth based on CSTP guidelines by which the unit member will be assessed.

9.2.3 In the event that the evaluator and the unit member cannot mutually agree on the Initial Plan for Growth, the final decision shall remain with the Superintendent or their designee. Evaluation and assessment of the performance of certificated unit members under these procedures shall include, but not be limited to, consideration of:

9.2.3.1 Engaging and supporting all students in learning.

9.2.3.2 Creating and maintaining effective environments for all students.

9.2.3.3 Understanding and organizing subject matter for student learning.

9.2.3.4 Planning instruction and designing learning experiences for all students.

9.2.3.5 Assessing student learning.

9.2.3.6 Developing as a professional educator.

9.3 Observation

9.3.1 District and site administrators may visit classrooms on a scheduled or unscheduled basis at any time. District and site administrators will strive to recognize when assessments are occurring in the classroom and avoid those times for visits.

9.3.2 All scheduled observations by the administrator must be based on at least thirty (30) minutes of observation and shall be recorded on the Classroom Observation Form (See Appendix E). All scheduled and unscheduled observations by the administrator may be considered in developing the annual Certificated Personnel Evaluation Form. (See Appendix E). The time of scheduled observations shall be arranged by the administrator with the certificated unit member in advance of the observation.

9.4 Unit Member Performance Evaluation – Permanent Certificated Unit members

9.4.1 Permanent certificated unit members shall be evaluated by the administration on the adopted forms a minimum of twice a year every fourth (4th) year. The District and its administration may opt to evaluate a unit member in any school year with written notification prior to the fifth week of school. The Fall observation and evaluation is to occur prior to Winter Break and Spring observation and final evaluation is to occur no later than thirty (30) calendar days before the close of the school year.

9.4.1.1 Permanent certificated unit members who have been evaluated with a total rating of seventeen (17) or below in their Spring final evaluation will again participate in the full evaluation process the following year. The unit member must document their plans on the Remediation/Needs Improvement form. The evaluator and Chief Academic/Human Resources Officer will approve or amend the plan as needed.

9.4.2 Pre-Evaluation Conference - Permanent Certificated Unit Members Being Evaluated: No later than the end of the fifth (5th) week at the start of the school year the administrator and certificated unit member shall:

9.4.2.1 Meet and review the California Standards for the Teaching Profession Self-Assessment Summary.

9.4.2.2 Each select at least one (1) area of focus (i.e., one standard) from one of the six California Standards for the Teaching Profession for the Initial Plan for Growth.

9.4.2.3 On Form CSTP F72 (See Appendix E), Initial Plans for Growth, both the unit member and administrator will document the Plans for Growth (column 2) and the anticipated

supporting Evidence (column 3) to substantiate growth.

- 9.4.2.4 On Form CSTP F72 (See Appendix E), Initial Plans for Growth, both the unit member and administrator will each document two (2) planned peer observations (four (4) total) aimed at observing or receiving feedback in the documented CSTP(s). Peer observations can either be the evaluated unit member observing a peer for modeling purposes or the peer observing the evaluated unit member to receive feedback.
 - 9.4.2.5 Discuss the evaluation process and procedures. The administrator may review the certificated unit member's preceding Spring final evaluation at this conference. The Initial Plan for Growth will be submitted to the evaluator no later than five (5) working days from the Pre-Evaluation Conference.
- 9.4.3 Completion of the Certificated Personnel Evaluation Form (Appendix E) for both the Fall and Spring evaluations shall be based upon at least one (1) scheduled observation of a minimum of thirty (30) minutes, followed within ten (10) working days by a post-observation conference in which the evaluator and the certificated unit member shall review the observation as recorded on the Classroom Observation Form (See Appendix E).
- 9.4.3.1 For any CSTP rating below a three (3, Applying) in the Fall evaluation, the unit member and evaluator will revisit the Initial Plans for Growth and author additional Growth Plans and Evidence in that/those area/s of the CSTP. The evaluator will identify two (2) additional peer observations with the intent of providing additional support in CSTPs with a score below of three (3).
 - 9.4.3.2 For any CSTP rating below a three (3, Applying) in the Spring final evaluation, the unit member must author goals and provide anticipated evidence for the ensuing off-year evaluation on the Initial Plan for Growth form. This will constitute the unit member's "area[s] of focus" as described in 9.6.1.2.
- 9.4.4 Certificated Personnel Evaluation Conference: The evaluation conference will be scheduled by the evaluator prior to Winter Break for the Fall evaluation and thirty (30) calendar days before the close of the school year for the Spring final evaluation. The evaluator will have his/her evaluation form completed, in duplicate, prior to the conference. Copies will be distributed as indicated on

the form. The evaluator and unit member will both sign the evaluation form at the end of the formal conference. The unit member's signature does not necessarily indicate agreement with the evaluation. No additions will be made by the evaluator to the evaluation form after the conference period. The unit member may submit a written response to the final evaluation within thirty (30) calendar days. This response shall be attached to the evaluation form to be placed in the District personnel files.

9.5 Unit Member Performance Evaluation - Probationary/Temporary

9.5.1 Probationary and Temporary Certificated unit members shall be observed by the administration on the adopted forms a minimum of four (4) times every year. Two (2) Fall observations shall occur prior to Winter Break and two (2) Spring observation and final evaluation shall occur no later than the end of February.

9.5.2 Pre-Evaluation Conference - Temporary/Probationary: No later than the end of the fifth (5th) week of the school year, the principal/evaluator and certificated unit member shall:

9.5.2.1 Meet and review the California Standards for the Teaching Profession Self-Assessment Summary.

9.5.2.2 Each select at least one (1) area of focus (i.e., one standard) from one (1) of the six (6) California Standards for the Teaching Profession for the Initial Plan for Growth.

9.5.2.3 On Form CSTP F72 (See Appendix E), Initial Plans for Growth, both the unit member and evaluator will document the Plans for Growth (column 2) and the anticipated supporting Evidence (column 3) to substantiate growth.

9.5.2.4 Probationary 1 Unit Members and Temporary Unit Members - On Form CSTP F72 (See Appendix E), Initial Plans for Growth, the evaluator will document four (4) peer observations aimed at observing or receiving feedback in the documented CSTP(s). Observations can either be the evaluated unit member observing a peer for modeling purposes or the peer observing the evaluated unit member to receive feedback.

9.5.2.5 Probationary 2 Unit Members - On Form CSTP F72 (See Appendix E), Initial Plans for

Growth, both the unit member and evaluator will each document two (2) planned peer observations (four (4) total) aimed at observing or receiving feedback in the documented CSTP(s). Peer observations can either be the evaluated unit member observing a peer for modeling purposes or the peer observing the evaluated unit member to receive feedback.

9.5.2.6 Discuss the evaluation process and procedures. The evaluator may review the certificated unit member's preceding final evaluation at this conference. The Initial Plan for Growth will be submitted to the evaluator no later than five (5) working days from the Pre-Evaluation Conference.

9.5.3 Probationary Certificated Personnel Evaluation Conference: The evaluation conference will be scheduled by the evaluator prior to Winter Break for the Fall evaluation and no later than end of February for the Spring final evaluation. The evaluator will have his/her evaluation form completed, in duplicate, prior to the conference. Copies will be distributed as indicated on the form. The evaluator and unit member will both sign the evaluation form at the end of the formal conference. The unit member's signature does not necessarily indicate agreement with the evaluation. No additions will be made by the evaluator to the evaluation form after the conference period. The unit member may submit a written response to the evaluation within thirty (30) calendar days. This response shall be attached to the evaluation form to be placed in the District personnel files.

9.6 Permanent Certificated Unit Members not being evaluated in the current year:

9.6.1 Off-Year Pre-Evaluation Conference - Permanent Certificated Unit Members not being evaluated: No later than the end of the fifth (5th) week at the start of the school year the site administrator and certificated unit member shall:

9.6.1.1 Meet and review the California Standards for the Teaching Profession Self-Assessment Summary.

9.6.1.2 Each select at least one (1) area of focus from one (1) of the six (6) California Standards for the Teaching Profession for the Initial Plan for Growth. A maximum of two (2) standards shall be chosen together between the site administrator and the unit

member.

- 9.6.1.3 Discuss the off-year evaluation process and procedures. The site administrator may review the certificated unit member's preceding final evaluation at this conference. The Initial Plan for Growth will be submitted to the site administrator no later than five (5) working days from the Off-Year Pre-Evaluation Conference.
- 9.6.1.4 The Initial Plan for Growth submitted in the off-year evaluation cycle shall incorporate a professional development plan including, but not be limited to, one or more of the following components: peer observations, technology training, attendance at conferences, or other mutually agreeable activities. The professional development plan must include: 1) a description of the activity to be performed; 2) how this new learning will impact student achievement; 3) how the learning and its outcomes will be shared with colleagues.
- 9.6.1.5 Schedule a conference to occur no later than thirty (30) calendar days before the close of the school year to review outcomes from the personal professional development documented on the Initial Plan for Growth.
- 9.6.1.6 Unit members who do not complete off-year Initial Plan Growth as captured in Evidence (column 3) will automatically receive a score of one (1) on CSTP six (6) – Developing as a Professional Educator in the Fall evaluation the ensuing year.

9.7 Performance Evaluation – Cumulative Rating Fifteen (15) or Less

- 9.7.1 If a certificated unit member receives an overall rating on his/her formal Spring final evaluation of fifteen (15) or less and/or two (2) ratings of one (1), the unit member will be deemed as receiving an “Unsatisfactory/Needs Improvement” rating and thereby need to complete a remediation plan on the Unsatisfactory/Needs Improvement Form (See Appendix E). The unit member is to provide copies of the complete form to the evaluator and the Chief Academic/Human Resources Officer. The evaluator and the Chief Academic/Human Resources Officer shall confer with the unit member and make specific recommendations as to areas of improvement, amending the Unsatisfactory/Needs Improvement form as needed.

9.7.2 Unsatisfactory/Needs Improvement form (See Appendix E) shall include descriptions of unsatisfactory performance and will also include specific recommendations for remediation. Conferences, as needed, based on subsequent observations shall be held with the unit member to assist in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the personnel file records of the unit member.

9.7.3 A certificated unit member who receives an overall rating of fifteen (15), or two (2) ratings of one (1) will participate in the evaluation process the following year and any year thereafter until a rating of eighteen (18) or above is achieved. For any unit member with a Spring final evaluation rating of fifteen (15) or below, a step increase on the salary schedule will not be awarded until a rating of sixteen (16) or greater, and all ratings of two (2) or higher has been achieved, at which time the unit member's salary will advance at no more than one (1) step per year. This salary move shall not be retroactive and the advancement will occur in the next pay period following completion of a satisfactory evaluation of sixteen (16) or greater. Any additional evaluations due to remediation do not alter the unit member's evaluation cycle.

9.8 Unit Member Survey of Site and District Administration

In school years that end in an odd number, staff will provide feedback to site and district-level administrators regarding their performance. Five (5) questions and a rating scale will be developed between unit members and administrators during the Fall "Fellowship" meeting in each year of the survey. The same five (5) questions and rating scale will be used at each site. At the site level, SHTA representatives will conduct the survey. Executive Board members will conduct the survey regarding the District administration. After the administration meets with the representative(s) that conducted the survey, the findings will be shared with their supervisor. These questions will be completed no later than thirty (30) calendar days before the end of the school year, and fifteen (15) minutes will be allotted at the end of a Spring faculty meeting to conduct the survey.

9.9 Student Feedback Survey Pilot

In school years that end in an odd number, students will provide feedback on a research-based student feedback survey for the purpose of providing valuable feedback on teacher practice. Five (5) questions and a rating scale for each site will be developed between unit members and administrators during the fall "Fellowship" meeting in each year of the survey. The survey will be administered twice a year for each year of the survey. The first administration shall be completed by November 1st, and the second administration shall be completed by April 1st for each year of the survey. The survey will not be used in

any way for teacher evaluation; however, teachers are encouraged to share information about the student survey with site administration at teacher discretion.

ARTICLE X

PERSONNEL FILES

- 10.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved.
- 10.2 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the unit member involved.
- 10.3 Every unit member shall have the right to inspect, within view of authorized personnel, and receive a copy of such materials, upon request, provided that the request is made at a time when such person is not actually required to render services to the District. The District may assess a charge for copies pursuant to policy.
- 10.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, within ten (10) days of receipt, and have attached to any such derogatory statements, his/her own comments thereon. Except in unusual circumstances, the unit member's response must be received by the District within ten (10) days of the unit member's receipt of the derogatory information. If this timeline is exceeded for unusual circumstances, however, the derogatory information shall be placed in the file at the end of the ten (10) day period and the unit member's attachment, if any, shall be included when received. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 10.5 A unit member may have a representative present when he/she inspects his/her personnel file, or may authorize in writing a representative to review his/her file within view of authorized personnel. Such authorization shall be made on a form provided by the District.

ARTICLE XI
DISMISSAL AND SUSPENSION FOR PROBATIONARY
CERTIFICATED UNIT MEMBERS

This Article applies only to the dismissal or suspension of probationary unit members under Education Code Section 44948.3. By contrast, the non-reelection of probationary unit members pursuant to Education Code Section 44929.21 is solely within the discretion of the Board and not a subject of negotiation under this or any other Article of this Agreement.

11.1 **Definitions**

First and second year probationary certificated unit members shall be subject to dismissal or suspension for a specified period of time without pay for unsatisfactory performance or for cause as set forth below:

11.1.1 Immoral or unprofessional conduct.

11.1.2 Commission, aiding, or advocating the commission of acts of criminal syndicalism, as provided by Chapter 188, Statutes of 1919, or in any amendment thereof.

11.1.3 Dishonesty.

11.1.4 Unsatisfactory performance.

11.1.5 Evident unfitness for service.

11.1.6 Physical or mental condition unfitting him/her to instruct or associate with children.

11.1.7 Persistent violation of or refusal to obey the school laws of the State or reasonable regulations prescribed for the government of the public schools by the State Board or by the Board.

11.1.8 Conviction of a felony or of any crime involving moral turpitude.

11.1.9 Violation of Section 51530 of the Education Code.

11.1.10 Conduct in violation of Section 1028 of the Government Code.

11.1.11 Alcoholism or other drug abuse which makes the unit member unfit to instruct or associate with children.

11.2 Appeal and Hearing

11.2.1 Notice of Intention to Suspend or Dismiss

The District Superintendent or designee shall give written notice thirty (30) calendar days in advance of any dismissal or suspension without pay to any probationary certificated unit member against whom dismissal or suspension action is initiated by the District.

The notice shall include a statement of the reasons for the dismissal or suspension, notice of the opportunity to appeal, and a copy of the appeal procedure. In the event of dismissal for unsatisfactory performance, a copy of the unit member's evaluation shall accompany the written notice.

The notice shall be hand delivered or sent by regular U. S. Mail to the unit member's last known address and shall be accompanied by a proof of service.

11.2.2 Notice of Appeal

The probationary unit member shall have fifteen (15) calendar days from the date of receipt of the notice of dismissal or suspension to submit to the Board a written request for a hearing. Failure of the unit member to respond within the time specified shall constitute a waiver of the unit member's right to a hearing. The appeal request shall include the specific reasons for the appeal and a statement of the facts and issues which will be contested by the unit member.

11.2.3 Pay Pending Hearing

The unit member will continue to receive pay and other entitled benefits while the hearing is pending. However, nothing in this Section shall preclude the placement of the unit member on administrative leave from duty with pay during this period. If the hearing on a dismissal is

delayed beyond a reasonable period by request of either party, then the pay may be terminated; however, such unit member shall be entitled to a pre-termination conference with the Superintendent, at which time the unit member will be provided a written notice of the charges, a copy of all written documents expected to be used to support the charges, a right to respond either orally or in writing to the charges, and a right to be represented by a party of the unit member's choice.

11.2.4 Hearing Procedures

11.2.4.1 Appointment of Hearing Officer

The final decision as to whether the unit member should be dismissed or suspended is solely within the discretion of the Board. However, in order to facilitate the work schedule of the Board, the Board may, at its discretion, elect one of the following options as an alternative to a hearing before the entire Board:

11.2.4.1.1 The appointment of a committee of the Board, comprised of a number less than a legal majority of the Board as the hearing officers.

11.2.4.1.2 The appointment of a hearing officer selected by the Chair of the Board from a list of five (5) arbitrators submitted by the California State Mediation and Conciliation Service.

11.2.4.1.3 The appointment of a hearing officer selected by the California Office of Administrative Hearings.

11.2.4.2 Notice of Hearing

The Board or its designee shall set the matter for hearing and shall give the unit member at least five (5) business days' notice in writing of the date and place of such hearing.

11.2.4.3 Procedure

The Superintendent or designee shall review for the hearing body the reasons for the dismissal or suspension and present such exhibits and other exhibits and other

evidence as is deemed necessary to support the District's action. The unit member then shall have the right to respond based upon issues and facts raised in the appeal.

11.2.4.4 Rights of Unit Member

The unit member shall attend any hearing, unless excused by the Board or the hearing officer, and shall be entitled to:

11.2.4.4.1 Be represented by the exclusive representative, counsel or any other designated representative at such hearing.

11.2.4.4.2 Testify (which shall be under oath).

11.2.4.4.3 Cross-examine all witnesses appearing against the unit member or question any individual who has investigated any of the matters involved in the hearing and whose reports are offered in evidence.

11.2.4.4.4 Present evidence regarding disputed facts and, if applicable, alleged procedural violations of this Article.

11.2.4.4.5 Argue the case.

11.2.4.5 Evidence

The hearing shall be informal and shall not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

11.2.4.6 Exclusion of Witnesses

The Board/designee may, in its discretion, exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member, and their respective counsel. When hearing

testimony on scandalous and indecent conduct, all persons not having a direct interest in the hearing may be excluded.

11.2.4.7 Transcript of Hearing

A stenographic record of the hearing shall be kept. Transcripts of the hearing shall be furnished to either party on payment of the cost of preparing such transcripts.

11.2.4.8 Decision

The designee's decision shall be advisory to the Board. The decision of the officer designee shall be submitted in writing to the Board for its approval. If the Board accepts the decision, it need not read the record of the hearing. However, if the Board declines to accept such decision, it must read the record or hold a new hearing, after which it may adopt the designee's decision or render its own decision.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the unit member or counsel or representative. Except for the correction of clerical error, the decision of the Board shall be final and conclusive.

11.2.4.9 Costs

All costs of the designee shall be borne by the District. All other costs shall be borne by the party incurring them.

11.2.4.10 Continuances

The designee or the Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, which may include the condition that the unit member shall be deemed to have waived salary for the period of the continuance according to paragraph 11.2.3 herein. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

11.2.3.11 Alleged violations of the procedures set forth in this Article shall be set forth as part of the unit member's presentation of his/her case, as set forth in paragraph 11.2.4.4 above. This Article, and not Article IV (Grievance Procedure), shall be the exclusive process for addressing alleged procedural violations.

ARTICLE XII

HOURS OF WORK

12.1 Workday

Full-time classroom unit members shall be on-site fifteen (15) minutes prior to the first bell. Full-time classroom unit members teaching in grades TK-12 may leave upon the conclusion of all professional duties. Transitional Kindergarten and Kindergarten unit members may leave upon conclusion of all professional duties, but no earlier than the dismissal of grades 1-2. Such duties include, but are not limited to, the following:

- 12.1.1 Time in the classroom prior to and following the close of school in order to be available to meet the needs of students.
- 12.1.2 Planning and preparing lesson plans.
- 12.1.3 Selecting materials for instruction.
- 12.1.4 Receiving and evaluating work of pupils.
- 12.1.5 Conferring with students, parents, community members, staff, and administrators.
- 12.1.6 Keeping records.
- 12.1.7 Supervising students and activities.
- 12.1.8 Participating in and supervising Open House, Back-to-School night, field trips and similar activities.
- 12.1.9 Participating in committee assignments.
- 12.1.10 Participating in staff development programs.
- 12.1.11 Assuming reasonable control of District property, equipment, materials, and supplies.

- 12.1.12 Attendance at faculty, department and District meetings.
- 12.1.13 Recording daily/period attendance for each student by the end of the teacher professional day.
- 12.1.14 Contacting parents twenty-four (24) hours after initial parental contact (using same method of contact by parent).
- 12.1.15 Update all student evaluations/grades/test results within five (5) days of completion of student work.
- 12.1.16 Complying with all deadlines for progress reports and grading period deadlines as determined by site administrators.

The total workday and on-site requirement for part-time certificated staff shall be in proportion to such requirements for full-time unit members. Full-time special personnel (such as librarians and counselors) have responsibilities which require additional on-site time that will be determined by the site administrator.

12.2 Faculty Meetings

Regular faculty meetings shall be scheduled for the first Monday of each month for all sites. In the event of a Monday holiday, the faculty meeting shall move to the second Tuesday of the month. With respect to regular faculty meetings, the administrator who calls such meetings shall provide unit members with an agenda for the meeting on the working day prior to the day the meeting is scheduled. Each administrator shall establish a process to permit unit members to place items on the agenda prior to its distribution. The meeting shall adhere to the agenda unless the faculty and administration mutually agree to do otherwise. The administration may schedule an additional staff meeting after school to address matters that are urgent and require immediate staff input and awareness.

- 12.2.1 Site meetings that occur on non-Vertical Articulation days will start no later than fifteen (15) minutes after the end of the instructional day.
- 12.2.2 Formal meetings will last no longer than one (1) hour. Meeting discussion may continue after one (1) hour for interested parties, however, no decisions will be reached, or votes will be taken after the one (1) hour timeline for meetings.

- 12.2.3 Instructional Leadership Team (ILT) meetings shall be scheduled for the second and fourth Monday of each month. In the event of a Monday holiday, department chair/leadership meetings shall move to the second and fourth Tuesday of the month.
- 12.2.4 Unit members who miss a scheduled monthly staff meeting shall submit an hour of leave unless approved by the site administrator for other district related activities.

12.3 Assigned Periods

Full-time unit members in grades six (6) through twelve (12) shall have five (5) assigned teaching periods, one (1) preparation period and at least one (1) collaboration period. Full-time unit members in grades TK through five (5) shall have instructional minutes assigned by the school schedule, including one-hundred fifty (150) minutes of preparation time and eighty (80) minutes collaboration time per week. Collaboration periods will be held on Wednesdays during the early release time except on Vertical Articulation days.

- 12.3.1 Collaboration periods (time) may be determined by administrative direction, but no more than fifty percent (50%) of the time monthly will be assigned to the unit member, grade level, or instructional team. On months with five (5) Wednesdays, the collaboration time will be divided in half with administrative direction and unit member designated activities.
- 12.3.2 Specialists shall be assigned to interact with students as determined by administration. They shall be allotted the same preparation time as other like unit members. In the event a specialist has unassigned student interaction time, the site administrator shall assign other duties to the specialist.
- 12.3.3 The District shall strive to provide 15 minutes of travel time to transfer from one site to another when a unit member is assigned to more than one site in a given day. These fifteen (15) minutes shall be a part of their collaborative period.
- 12.3.4 When scheduling a necessary conference or appointment during a unit member's preparation time, the administration, in recognition of the educational value of the preparation period to the instructional program, shall endeavor to keep unit member preparation time interruption to a minimum.

12.4 Vertical Articulation (Professional Development)

All sites shall participate in ten (10) Vertical Articulation (VA) / Professional Development (PD) days as established in the school calendar with one (1) VA day dedicated to staff wellness. At no time shall the VA dismissal time extend later than 3:30 p.m. without prior agreement and compensation.

12.4.1 The District will determine VA/PD day content after consultation with District committee that includes SHTA unit members.

12.4.2 On non-VA Wednesdays, the schedule for TK-5 unit members shall be designated as a collaboration period, which can be “site directed” collaboration, but no more than fifty percent (50%) of the time allotted to teacher collaboration which shall be included in the time planned in Article 12.3 – Assigned Periods.

12.5 Required Substituting During Unit Member Collaboration Period

It is the responsibility of the principals to anticipate the need for and secure substitutes to replace unit members who will be absent due to their assignment, scheduled field trips, or a District leave that has been pre-scheduled. If, due to the unavailability of substitutes, unit members are assigned to take a class for another unit member during their collaboration period, the Principal shall notify the unit member during the prior working day.

It is acknowledged by both parties that the need for substitutes cannot always be predetermined and the substitutes willing to work for short periods of time may not be available. In these circumstances, the prior working day notice would not be possible. This should be the exception. If the unit members, because of an emergency not under control of the District, are assigned to take a class for another unit member during their teaching collaboration period, they have the choice of either accruing one (1) hour of a day that could be added to sick leave or receiving one (1) hour SHTA hourly rate for each hour of coverage. It shall be the administrator’s responsibility to see that the opportunity for this assignment is fairly distributed.

12.6 Lunch and Break Time

Every unit member shall be entitled to one (1) duty-free uninterrupted lunch time and at least one (1) duty free relief time each morning. Under normal circumstances, the lunch time shall be equal in length to the students’ lunch time.

Unit members shall not leave the campus to conduct personal business during the preparation and collaboration period without the consent of the Principal.

12.7 School Year

12.7.1 The calendar committee will schedule work years that reflect a total of one hundred eighty six (186), one hundred ninety six (196), two hundred one (201), and two hundred six (206) days respectively with three (3) teacher workdays and one (1) staff development day.

12.7.1.1 New unit members hired shall be required to work one (1) additional day on the teacher work year with no additional compensation. The day shall be determined through consultation between administration and union leadership. The purpose of this day is for employee orientation.

12.7.2 In the event that for any reason one (1) or more instructional days must be canceled, unit member workdays shall, if possible, be used for instruction. If it is not possible to conduct the total days of instruction referenced in Section 12.6.1 through the use of unit member workdays, unit members shall work the number of additional days necessary to provide the total days of instruction referenced in Section 12.7.1 in each school year without additional compensation. An individual for whom a make-up day will cause an extraordinary hardship may be eligible to apply for a day of leave under the appropriate provision of this Agreement.

12.8 Professional Duties

The following process will ensure the equitable assignment of professional duties including those listed in Section 12.1 above, to unit members at all school sites in the District.

12.8.1 At the start of each school year, unit members at each site will select student centered activities or professional duties based on the Tier structure below. Unit members must accrue a total of three (3) points minimum. It is the unit member's responsibility to sign up, attend the event in full and verify attendance with their administrator in the manner that each site designates. In the event of any changes, unit members must notify the administrator.

Tier 1 / 1 Point Per: After school activity (sports supervision, drama, choir or band performances) or other site related extra-curricular activities approved by the site administration.

Tier 2 / 2 Points Per: Participation in year-long committee meetings such as English Language Advisory Committees (DELAC or ELAC), Parent Teacher Group (PTG), School Site Council (SSC), Safety Committee, Multi-Tiered Systems of Support, Positive Behavior Intervention Systems (PBIS), or other site-based committee meetings approved by the site administration.

Tier 3 / 3 Points Per: District related year-long committee meetings such as Superintendent Sub Committees, Local Control Accountability Plan (LCAP) Steering Committee or other district related committee meetings approved by the site administration.

12.8.1.1 For the 2022-2023 and 2023-2024 school years only, the following language supersedes 12.8.1: Unit members at each site shall select student centered activities or professional duties based on need at the start of the school year. The SHTA President will confer with site administration and the Chief Academic Officer to develop the list of activities for members from which they may choose. Unit members shall select from the list provided by preference and assigned as necessary by the administrator in charge of that activity. Unit members who do not fulfill their obligation may be subject to disciplinary action as warranted.

12.8.2 Equitable distribution does not necessarily mean the same number of hours. The system will provide for an opportunity for volunteering for duties prior to any assignments being made.

12.8.3 Assignments will be determined by administration and publicized prior to the first day of student attendance or as early as assignments are known.

12.8.3.1. By the end of August, unit members will have selected and signed up for their assignments.

12.8.3.2 Site administrators will review the assignments to confirm alignment with the contract.

12.8.3.3 In the event that new assignment opportunity arises, the site administrator will evaluate the need and placement on the appropriate Tier for the unit member's annual assignment completion.

12.8.4 If an issue arises regarding professional duties, the decision of the site administrator will be final, except that such decision will be consistent with the other provisions of this article and will be based upon the needs of the school.

12.8.5 As a condition of employment, all teachers must maintain all credentials held when originally employed, or as a subsequent condition of continued employment. The financial responsibility shall rest solely upon the employee.

12.8.6 Unit members who are absent from Back to School or Open House night are required to hold a similar meeting within one week of the scheduled event in the evening hours. Unit members shall consult with site administration for any illness or injury as verified by a medical professional to waive this requirement.

12.9 TK-5 Conferences

Conference dates will be decided between staff and administration by June 1st of the prior school year.

12.9.1 Fall conference week shall be scheduled prior to the second week of November and include four (4) early release days.

12.9.2 Spring conference week shall be scheduled within two weeks of the end of the second trimester include two (2) early release days.

12.9.2.1 TK-5 unit members shall schedule individual meeting with parents whose students are below grade level standards.

12.9.3 TK-5 unit members who are not assigned a daily roster of students will be assigned to alternative activities equal in duration by the site or district administration.

ARTICLE XIII

CLASS SIZE

- 13.1 Thirty (30) students is considered a maximum class size at the primary and elementary levels (TK-5) with an optimum class size at this level to be twenty-five (25) students per classroom except in Band, Chorus, P.E., and other activity-oriented classes.
- 13.2 In grades 6-7-8, thirty (30) students is considered to be an optimum class size except in Band, Chorus, P.E., and other activity-oriented classes.
- 13.3 When these class sizes must be exceeded due to financial and/or physical circumstances, grades TK-2 shall be given first consideration in trying to maintain the maximum or optimum size.
- 13.4 It is recognized that certain classes may (in any given year) exceed the maximum stated due to the impracticability of adding an additional section of any grade for a smaller number of students or because larger numbers of students can be accommodated without loss of quality of education.
- 13.5 At the high school level no definite class size is established at this time, as maximum and optimum size are determined by the subject and activity being taught and facilities available. However, thirty (30) students is considered to be an optimum class size except in Band, Chorus, P.E., and other activity-oriented classes.
- 13.6 The optimum and maximum in this Article shall not be misconstrued as to preclude larger groups due to the use of new methods of instructions or staff utilization, as team teaching, larger group instruction, or the use of other instructional media, e.g., television, at any grade level.
- 13.7 SHTA and SHUSD agree to meet in December and June of each year to review staffing, class size, and enrollment projections for the subsequent school year and beyond for the purpose of identifying the potential impact to unit members resulting from anticipated changes in enrollment and/or programmatic needs.
- 13.8 Summer School Rate of Pay
The summer school rate of pay shall be the unit member's Daily Rate of Pay if the class is advertised to include daily instruction, planning, and evaluation by the unit member. The summer school rate of pay shall be the SHTA daily rate if the class is advertised to monitor a student-paced curriculum.

13.8 Any dual enrollment course offered at St. Helena High School within the regular school day shall be taught by a unit member as defined by Article 3.4. Any course that receives high school credit that is completed outside of St. Helena High School will require pre-approval by the site administrator or designee.

ARTICLE XIV

WAGES

Salaries shall be paid in accordance with the schedules, Appendices A, A-1, A-2, and A-3.

14.1 Initial Placement

Unit members who hold regular credentials commensurate with their teaching assignments shall be placed in Class I – V depending on the number of acceptable semester units they have earned beyond a Bachelor’s Degree. The unit member’s academic preparation is to be evaluated by the Superintendent. The requirements for the classes shall be as follows:

Class 0	Class I	Class II	Class III	Class IV	Class V
Non-Credentialed	BA+30	BA+45	BA+60	BA+75	BA+90

*Semester Units (1 quarter unit = 2/3 semester unit).

14.1.1 Beginning with unit members hired on or after July 1, 2003, one (1) year of successful teaching experience credit shall be given for every previous year of experience served since receiving a Bachelor’s Degree from an accredited institution, up to a maximum of ten (10) years. A “year” of experience shall mean that the unit member is employed and renders service for at least seventy-five percent (75%) of the number of days which funds the unit member’s annual contracted work year.

14.1.2 Unit members will be placed on the schedule on the step above the experience increments granted. Teaching experience must be in an accredited school.

14.2 Vertical Movement on Schedule

From the initial placement on the schedule until reaching the maximum step of their salary class, unit members will be awarded an annual single step increment for each year of service to the District. A “year of service” shall mean that the unit member is employed and renders service for at least seventy-five (75%) percent of the number of days which forms the unit member’s annual contracted work year. Unit members may not move more than a single step on the salary schedule in any given year, even if the new column placement may have additional steps.

14.3 Horizontal Movement on Schedule

14.3.1 In order to guarantee movement from one (1) class to another on the salary schedule, each unit member must receive approval for college credit which has been approved prior to the starting date of the course.

14.3.2 Unit members who do not follow the approval procedures set forth in this Article, including prior approval, are cautioned that there will be no guarantee of credit allowance and/or horizontal movement.

14.3.3 Notwithstanding any other provision of this Article, no courses/units shall be eligible for approval if submitted more than three (3) years after the course work was completed.

14.3.4 Any college units earned during summer session, that are to be submitted for fulfilling unit requirements for placement on the current year's salary schedule, must be completed prior to the first day of paid service for the school year and transcripts must be received in the District Office within thirty (30) days after the first day of the school year.

14.3.5 Horizontal movement on the salary schedule shall be affected in the school year after attaining the requirements for horizontal movement. Unit members may not move more than one (1) column on the salary schedule in any year, even if credits earned may allow a different column placement.

14.3.6 Master's, Ph.D., Ed.D., or National Certification stipends will be paid in the school year after the requirements have been met.

14.4 Procedures for Course Approval

Hours credited and courses taken for salary advancement must have prior approval by District administration. Upper division or graduate level courses taken from an accredited college or university, in the field or discipline of the teacher's assignment or valid credential currently held, have blanket approval.

14.5 Time Standards

In approving all course credit for horizontal movement on the schedule the following time standards shall be used. All units for horizontal movement will be converted to semester units. Example: One (1) quarter unit equals .66 or 2/3 of a semester unit.

14.5.1 In-Class

One (1) quarter unit of credit may be earned for ten (10) class hours of instruction and twenty (20) hours outside class for a total of thirty (30) hours. One (1) semester unit may be earned for fifteen (15) class hours of instruction and thirty (30) hours outside class for a total of forty-five (45) hours.

14.5.2 Continuing Education Units (CEU)

CEU's, e.g., institutes, workshops, courses offered by private enterprise, associations or foundations, with "credit available" through financial arrangements with willing institutions, etc., shall be held to the same time standards as above as defined in 14.5.1. Example: One (1) CEU unit will be ten (10) hours which is then divided by the semester total hours of forty-five (45). The CEU will result in ten (10) hours divided by forty-five (45) hours which equals .22 semester units for horizontal movement on the salary schedule.

14.6 Counselors

14.6.1 Primary and Elementary Full Time

One hundred eighty-six (186) Days (Appendix A and Job Description).

14.6.2 Middle School Full Time

Two hundred one (201) Days (Appendix A-1 and Job Description).

14.6.3 High School Full Time

Two hundred one (201) Days (Appendix A-2 and Job Description).

Additional days paid at unit member's per diem rate.

One (1) evening will equal one half (½) day.

14.6.4 High School Full Time Lead Counselor:

Two hundred six (206) Days (Appendix A-3 and Job Description).

14.7 Agriculture Teachers

14.7.1 Two hundred six (206) days and Additional Responsibility (Appendix A-3 and Job Description).

14.8 SHTA President

14.8.1 See Appendix B- Certificated Stipend Schedule and Appendix E Job Descriptions.

14.8.2 Position will be filled at the sole discretion of the District, and once the position is filled, the District has sole discretion to rescind the position at any time with notice to the SHTA President. Notice will be deemed given as of the date of the Letter of Notice. Letter of Notice will be emailed and sent first class mail to the school site of the SHTA President.

14.8.3 The SHTA President will receive two stipends: one in December for \$8500 and one in June for \$8500. If the SHTA President does not successfully fulfill the duties of this position, the District will notify in writing by October 15th for the December stipend and April 15th for the June stipend with appropriate rationale and corrective actions to receive the stipend. The District may withhold the stipend if the corrective actions are not implemented within four weeks of the notification.

14.9 Directors/Teachers (Grades 9-12)

14.9.1 Athletic Director; two hundred six (206) Days and Additional Responsibility with one (1) release period (Appendix A-3 and Job Description).

14.9.2 Activities Director; two hundred one (201) Days and Additional Responsibility with one (1) release period (Appendix A-2 and Job Description)

14.10 Extra Duty Stipend Schedule (See Appendix B)

Extra Duty Stipends shall be available only for services performed outside the regular workday. If an advisor has a class associated with the stipend, the stipend shall be reduced by fifty percent (50%). If a unit member cannot fulfill the work required, the stipend will be pro-rated in a 25%, 50%, or 75% proration of services as determined by the District.

14.11 Degree Stipends

14.11.1 The stipend for an M.A., Ph.D, Ed.D, or National Certification shall be two percent (2%) of Step one (1) Column five (5) of the Salary Schedule.

14.11.2 A teacher may only earn one (1) stipend for an M.A. but may earn an additional stipend for an M.A. and higher degree.

14.12 SHTA Hourly Rate

The SHTA hourly salary rate for unit members shall be adjusted in accordance with the percentage increase/decrease approved and applied to the certificated salary schedule. SHTA hourly rate, as shown on Certificated Salary Schedule (Appendix A), shall be used for all extra duty and/or additional assignments unless otherwise specified in this Agreement.

14.13 Compensation for Continuing Education

Tier One (1): Conferences, trainings, and seminars that are chosen by the teacher and where attendance is voluntary. If approved by administration, the unit member will receive registration fees and travel expenses. Unit member will not receive any type of monetary compensation and will not be reimbursed for any continuing education units. If the training occurs outside of Napa County, mileage will be reimbursed.

Tier Two (2): Any training related to the implementation of the program Advancement Via Individual Determination (AVID) will be compensated at the Tier two (2) three hundred-dollar (\$300) rate. There are occasions, particularly in years of new curriculum adoptions, when it is highly suggested that teachers attend trainings when school is not in session. When these training opportunities arise, the unit members will have the option of being compensated at three hundred dollars (\$300) per day or choosing to receive three quarters (.75) of a continuing education unit. All costs of the training will be covered by the District. If the training occurs outside of Napa County, mileage will be reimbursed.

Tier Three (3): On the rare occasion that faculty is required to attend training during a school break, the unit members shall be compensated for their per diem rate of pay. All costs of the training will be covered by the District. If the training occurs outside of Napa County, mileage will be reimbursed.

14.14 Career Increment

A maximum of one (1) year service credit will be given to a unit member when a horizontal move is made.

14.15 Payroll

Provided that regular school year instruction begins in August, with a minimum of five (5) instructional days, the payroll cycle shall begin in August. Teachers shall be paid in eleven (11) equal installments (with the option of deferred net pay).

14.16 Retirement Incentive

The Golden Handshake will be offered in 2022-2023, 2026-2027, 2030-2031 and every four years thereafter.

14.17 Repair, Replacement or Reimbursement – Unit Member Property

14.17.1 The Board shall reimburse any unit member for the loss, destruction, or damage by arson, burglary or vandalism of personal property used in the schools of this District. Reimbursement shall be made only when approval in writing by the unit member(s) bringing the property and the school administrator or immediate supervisor at the time of approval for its use was given. The maximum reimbursement from the District shall be one thousand dollars (\$1,000).

14.17.2 The Board shall pay the costs of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the unit member when any such property is damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty. If the property is damaged beyond repair or stolen, the actual value of such property may be paid to a maximum of four hundred dollars (\$400). The value of such property shall be determined as of the time of the damage thereto or the robbery or theft.

14.17.3 If a unit member is paid the costs of replacing or repairing such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation from such damaged or stolen property. The District may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within the court's monetary jurisdiction or may enforce its subrogation in any other court of competent jurisdiction.

14.17.4 General Provisions

14.17.4.1 The District shall not assume responsibility for clothing loss due to wear that would be normal for the unit member's assigned duties or for damage to outer clothing of a fragile nature.

14.17.4.2 Upon accepting payment from the District, the unit member shall assist the District in recovery of any sum received.

14.17.4.3 Unit members shall not be reimbursed for loss or damage to personal property arising from their own negligence.

14.17.5 Claim Procedure

The unit member shall submit a claim to his/her immediate supervisors in the form of a letter, setting forth the article, lost or damaged, the value of the article and a receipt for its replacement, and the circumstances that occasioned the loss or damage. The immediate supervisor shall verify the accuracy of the report form and compliance with this Article and forward the claim to the Superintendent. It shall be the responsibility of the Superintendent to review the claim and provide the reimbursement.

14.17.6 Falsification

Falsification of any claims under this Section will be grounds for discipline or dismissal.

14.18 Salary Schedule Increases

14.18.1 All salary schedules for unit members will be increased by one percent (1.0%) ongoing in 2022-23, effective July 1, 2022. In addition, a 3.0% one-time allocation is granted in 2022-2023 for a total of 4.0% in 2022-2023 only. (See Appendix A).

14.18.1.1 For the 2022-2023 school year, the 3.0% one time allocation will be paid in the August 2022 payroll.

14.18.1.2 For the 2022-2023 school year, the 3.0% one-time allocation does not apply to new employees hired to begin employment on or after July 1, 2022.

14.18.2 Article 14.18 will be SHTA's re-opener in 2023-24. Any salary increase granted will be based on a property tax increase formula only, which will use the P-Annual J-29 Property Tax Certification Report for August 2022 compared with the P Annual J-29 Property Tax Certification Report for August 2023 to determine the property tax growth factor. This formula may include the following factors: a) a minimum amount of property tax growth that must be achieved before the salary increase formula is applied ("floor") and/or b) a limit on the salary increase granted ("cap").

14.18.3 Article 14.18 will be SHTA's re-opener in 2024-25. Any salary increase granted will be based on a property tax increase formula only, which will use the P-Annual J-29 Property Tax Certification Report for August 2023 compared with the P Annual J-29 Property Tax Certification Report for August 2024 to determine the property tax growth factor. This formula may include the following factors: a) a minimum amount of property tax growth that must be achieved before the salary increase formula is applied ("floor") and/or b) a limit on the salary increase granted ("cap").

14.19 Overnight Field Trip Stipends

For any approved overnight trip expected by the District, the unit member will be compensated one hundred dollars (\$100) per night, with the exception of competitive events. The stipend will be payable in the next regular monthly payroll following the month of the overnight field trip. Example: field trip in October, payment in November.

14.19.1 Unit members are expected to attend the overnight field trips, but not required. Should the unit member not be able to attend the unit member will secure a replacement (with Principal's approval) from the same department, discipline or grade level to provide the least amount of instruction interruption as possible.

14.19.2 The District strives to optimize instructional time by closely reviewing all field trip requests. Whenever possible, extended overnight field trips should be held outside of the instructional year.

14.20 Instructional Leadership Team (ILT) Selection and Responsibilities

Four (4) site Instructional Leadership Team (ILT) positions will be determined by site administration in consultation with the selected individuals. Each member must attend a district-approved leadership training before or while serving on the site ILT at a Tier 2 rate as defined in Article 14.13. ILT members are responsible for meeting with site administration two (2) times monthly to develop actions at the site and district level with an intentional focus on learning for all and continuous improvement using multiple measures of data. ILTs are to function as a system for continuous improvement across all content areas and in support of Site and District initiatives.

ARTICLE XV
HEALTH AND WELFARE

15.1 Health and Welfare Insurance

The District contribution to health and welfare benefits, are as described below. Specific coverage and carriers are set forth in the District fact sheet.

15.1.1 Medical

The District shall contribute up to the full premium of the Kaiser Plan through the California Public Employee's Retirement (CalPERS) for single, dual and family levels. Unit members who choose costlier coverage shall authorize payroll deductions for the difference in premium costs. Unit members who choose less costly coverage shall receive only the amount equal to the premium of the plan chosen.

15.1.1.1 Unit members hired and employed prior to September 22, 2011, were eligible for an "in lieu" coverage amount of two hundred sixty-five dollars (\$265) per month if the unit member did not take medical coverage and could provide proof of valid coverage through another carrier. Those unit members who elected to receive the "cash-in-lieu" coverage amount of two hundred sixty-five dollars (\$265) per month will be allowed to continue receiving the "cash-in-lieu" coverage amount. The "cash-in-lieu" coverage amount will be paid directly to the unit member on the monthly District payroll. Such unit members will be considered "grandfathered" into the "cash-in-lieu" program and coverage after September 22, 2011, since the program will no longer be an option for unit members going forward. Unit members grandfathered into the "cash-in-lieu" coverage amount must continue to provide annual proof of valid medical coverage through another carrier.

15.1.1.2 After September 22, 2011, all unit members and future unit members will no longer have the choice to elect the "cash-in-lieu" coverage amount because the program will be discontinued as a coverage option. After September 22, 2011, if a unit member who has been grandfathered into the "cash-in-lieu" program elects to discontinue their "cash-in-lieu" coverage and instead elects to join one of the District's medical insurance coverage plans, the unit member forfeits their

grandfathered status and does not have the option to re-elect their “cash-in-lieu” coverage.

15.1.2 Dental, Vision and Life Insurance

Dental Plan

The District shall contribute the full premium of the highest cost single coverage available for a combined dental and orthodontics plan, to be provided for all SHTA members, effective July 1, 2016.

Vision Plan

The District shall contribute the full premium of the lowest cost single coverage available to be provided for all SHTA members.

Life Insurance

The District will contribute the full premium for a minimum of fifty thousand dollars (\$50,000) individual life insurance coverage under a group policy, effective July 1, 2016.

15.1.3 Unit members who have been granted an unpaid leave of absence by the Board shall continue to have the option to maintain their District-paid insurance plan for the leave period granted at the unit member’s expense. Arrangements for their personal premium payments to the District for this continued coverage must be made through the District Office.

15.1.4 Unit members who have been granted a leave of absence by the Board for extended disability due to health reasons shall have their District-paid health insurance coverage maintained at District expense, per Article 15.1.1 and 15.1.2, during the term of the leave.

15.1.5 Full-time unit members who are granted a partial leave or reduction of assignment shall receive prorated benefits, i.e., a full-time unit member whose assignments is reduced to eighty percent (80%) shall receive eighty percent (80%) of a full-time unit member’s fringe benefit package contribution.

15.1.6 Unit members granted shared contracts for one (1) full-time position, will be allowed to divide one (1) full-time benefit package, in a manner acceptable to the insurers.

15.1.7 The above numbered Articles 15.1.1, 15.1.2, 15.1.3, 15.1.4, and 15.1.5 are contingent on continued approval of the insurance carrier.

15.2 Domestic Partner Coverage

15.2.1 The District shall permit domestic partners and their dependents to participate in the District's health and welfare benefits plans. Such participation shall be subject to the criteria established by the carrier and the terms and conditions set forth in this Agreement and attachments (in Appendix D) which shall not conflict with the conditions established by the carrier.

The District's policy on Domestic Partnership will comply with the State of California, Secretary of State requirements for Domestic Partnership.

15.2.1.1 A Domestic partnership exists when all of the conditions outlined under Family Code Section 297 are met. Domestic partners must register with the Secretary of State and provide a copy of the Declaration of Domestic Partnership to the District Business Office. (See Appendix G for the Declaration of Domestic Partnership form and instructions).

15.2.1.2 Domestic partners who are unable to secure a copy of a previously filed Declaration of Domestic Partnership must complete the Affidavit of Marriage/Domestic Partnership form (See Appendix D).

15.2.1.3 Termination
Upon termination of the partnership, the unit members shall notify the District by submitting a copy of the State of California, Secretary of State Notice of Termination of Domestic Partnership for (See Appendix D) within thirty (30) days of the end of the domestic partnership. All benefits provided by this Section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.

15.2.1.3.1 If the District suffers any loss as a result of the unit member's failure to file the statement, the unit member shall be liable to the

District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

15.2.1.4 In addition to submitting a copy of the Declaration of Domestic Partnership to the District (or the Affidavit of Marriage/Domestic Partnership form (Appendix D), the unit member shall also provide a signed statement indicating that the unit member agrees that he/she is required to reimburse the District for any expenditures made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the unit member unless the domestic partner and dependents is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the unit member's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

The non-unit member domestic partner may elect to continue coverage through COBRA subject to the carrier's requirements.

The District shall be indemnified by the unit member against any legal action pursued by another party under community property, contract, or family laws.

15.3 Health Insurance and Retired Unit Members

15.3.1 All current unit members hire by the District prior to July 1, 2005: shall be grandfathered into the language which states the District will pay the Individual Health Insurance monthly premium for unit members who are age fifty-five (55) or older and have ten (10) full years of service with the District. The unit member must permanently separate from the District and begin drawing a pension from either CalSTRS or CalPERS within one hundred twenty (120) days of such separation in order to be eligible for health plan coverage. Unit members who choose less costly coverage shall receive only the amount equal to the premium of the plan chosen. It shall be the intent of the District to continue these payments until the unit member reaches Medicare eligibility.

- 15.3.2 All current unit members hired by the District on or after July 1, 2005: shall be covered by language which states the District will pay the Individual Health Insurance monthly premium for unit members who are age fifty-five (55) or older and have fifteen (15) full years of service with the District. The unit member must permanently separate from the District and begin drawing a pension from either CalSTRS or CalPERS within one hundred twenty (120) days of such separation in order to be eligible for health plan coverage. Unit members who choose less costly coverage shall receive only the amount equal to the premium of the plan chosen. It shall be the intent of the District to continue these payments until the unit member reaches Medicare eligibility.
- 15.3.3 All future unit members hired by the District on or after July 1, 2013 shall be covered by language which states the District will pay the Individual Health Insurance monthly for unit members age sixty (60) or older and have fifteen (15) full years of service with the District. The unit member must permanently separate from the District and begin drawing a pension from either CalSTRS or CalPERS within one hundred twenty (120) days of such separation in order to be eligible for health plan coverage. Unit members who choose less costly coverage shall receive only the amount equal in the premium of the plan chosen. It shall be the intent of the District to continue these payments until the unit member reaches Medicare eligibility.
- 15.3.4 A Board approved paid leave of absence shall constitute service time for the purpose of eligibility for this benefit.
- 15.3.5 Upon the death of a retired unit member, the spouse/domestic partner can continue medical coverage under the District health plans providing the spouse pays the premium. Therefore, there shall be no cost of the premium to the District.
- 15.3.6 If an eligible retired unit member moves out of the service areas of the District insurance providers, the District will pay a monthly insurance premium not to exceed the CalPERS Kaiser single premium rate. This payment shall be made directly to the insurance provider of the unit member's choice. The District shall continue these payments until the unit member reaches Medicare eligibility. If a retired unit member is unable to obtain medical insurance, the District assumes no liability, and will not make an "in-lieu" payment to said unit member.

15.3.7 Retiree eligibility for health plan coverage is subject to CalPERS PEMCHA including but not limited to the requirement that the individual must permanently separate from the District and retire/begin drawing a pension from either CalSTRS or CalPERS within one hundred twenty (120) days of such separation.

15.3.8 The District will approve a PEMHCA Vesting Resolution allowing District contributions for health benefits for eligible unit members over the current maximum years of age who retire on or after the resolution date of January 1, 2016 and have at least fifty (50) full years of service with the District.

15.4 Long Term Disability

The Board will make unit member payroll deductions, if requested by the unit member, for long term disability insurance coverage.

15.5 Salary Protection Insurance

The Board will make payroll deductions, if requested by the unit member, for income protection insurance plans according to the unit member's choice.

15.6 Tax-Sheltered Annuities

Unit members may participate in the tax-sheltered annuity of their choice with the Board providing payroll deduction. The unit member is solely responsible for selection and performance of the sheltered tax annuity.

15.7 Duration of Benefits

The level of benefits provided in this Article remain in effect until the unit member reaches Medicare eligibility, or until renegotiated. Certificated unit members completing a full year of unit member service shall have their health, dental, vision and life insurance premiums and the District discretionary contribution, continued for the month of August and paid by the District. The aforementioned benefit allowances shall terminate on the first day of the following month for those unit members who do not complete a full year of teaching service.

15.7.1 The above is subject to approval by the insurance carrier.

15.8 Selection of Carriers

Selection of carriers in all District-paid insurance plans is within the scope of bargaining under the Educational Employment Relations Act if such change alters the kind or level of benefits received. Absent such a substantive change, the District will, upon request, consult with the Association over a change in carriers. Optimum coverage through competitive premium comparisons of reputable companies shall be the basis for selection.

15.9 Eligibility

Benefits (including health, dental, vision, life insurance, and the District contribution) shall be prorated according to the percentage of contract, i.e., District will contribute sixty percent (60%) of unit member's premium cost for a sixty percent (60%) contracted unit member. Proration of benefits shall apply to bargaining unit members employed after January 1, 1982.

ARTICLE XVI

PUBLIC CHARGES

16.1 Definition

16.1.1 A public charge is defined as a verbal or written complaint made against a unit member by any student, parent, or other citizen. Complaints concerning unit members should be made directly by the complainant to the unit member against whom the complaint is lodged. Complainants are encouraged to attempt to orally resolve concerns with the unit member personally. Every effort will be made to satisfy the complainant at the earliest possible stage. Complaints not resolved at the point of origin must be submitted in writing to the site administrator or designee before further processing.

16.1.2 The site administrator is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved. If the complaint is resolved, the site administrator will so advise all concerned parties, including the Superintendent or designee.

16.1.3 The District and Association will comply with all Child Protective Services (CPS) laws.

16.2 Mandatory Procedures and Guidelines

16.2.1 The normal channel for complaints shall be complainant to unit member to site administrator to Superintendent to Board.

16.2.2 Complaints of any event that happened twenty (20) or more working days prior to the date of the complaint shall not be pursued. Exceptions may be made when good cause exists for delay in reporting for further investigations.

16.2.3 A public charge must be reported to the unit member by the administrator receiving the complaint within five (5) days of receipt. Otherwise, the complaint cannot be used in disciplinary procedures and/or evaluation procedures affecting the unit member nor copies of same kept in any file.

16.2.4 If either the complainant, the involved unit member, the immediate supervisor and/or bargaining unit representative, believe the public charge allegations warrant a meeting, the immediate

supervisor shall attempt to bring those involved together within fifteen (15) working days. An Association representative may be present at the request of the unit member. A written response from the immediate supervisor shall be sent to all involved parties within five (5) working days of the meeting.

16.2.5 If the complainant refuses or is unable to attend the meeting, AND refuses to submit a written public charge to the unit member's immediate supervisor, the public charge shall be dropped, and all records associated with the complaint shall be destroyed. With justification, the District or administrator may investigate the basis of the complaint.

16.2.6 If the complainant refuses or is unable to attend the meeting BUT submits a written public charge to the unit member's immediate supervisor, the original written public charge must be offered to the unit member and a copy to the immediate supervisor.

16.2.7 Upon request, the unit member shall be given time during the day, without salary deduction, to review the written complaint. If the unit member believes the complaint is false, and/or based on hearsay, the unit member shall request a meeting with the immediate supervisor and a representative of the unit member's choice in an attempt to resolve the matter.

16.2.8 If the complaint remains unresolved after review by the site administrator, within five (5) working days, the site administrator shall refer the written complaint, together with a report and analysis of the situation to the Superintendent or designee. The Superintendent or designee will respond to the complainant in writing within twenty (20) working days. Complainants should consider the Superintendent's written decision as final. However, the complainant, the unit member or the Superintendent may submit the complaint to the Board.

16.3 When Solution is Unattainable

16.3.1 If, after working with the immediate supervisor and the Superintendent, no mutually acceptable resolution has been reached, the following procedures shall be followed:

16.3.1.1 The unit member shall prepare a written response to the written public charge.

16.3.1.2 The response shall be attached to any/all dated copies of the public charge.

16.4 Ending Statement

16.4.1 Neither a negative nor unsatisfactory evaluation shall be predicated upon the information or material of a derogatory or critical nature that has been received by the evaluator from students, parents or other citizens unless the procedures have been followed.

16.4.2 All matters related to a complaint shall be kept confidential. Only those individuals directly involved in resolving the complaint shall be informed of the complaint. No reprisals shall be taken against any participant in a complaint procedure by reason of such participation.

ARTICLE XVII

GENERAL PROVISIONS OF AGREEMENT

17.1 This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. The provision of the Agreement shall be considered part of the established policies of the Board. The District shall not unilaterally change any practice which is determined to be negotiable under the applicable provisions of State law. If any Articles, Sections or provisions of this Agreement shall be found to be contrary to, or in conflict with, Federal or State law, the Article, Section or provision, only, shall be rendered void with no effect because of the contradiction or conflict with Federal or State law. Reduction, elimination or improvement of unit member benefits within an Article of this contract, which is required by amendment, repeal or addition of statutory guarantees now provided in California or Federal law, shall obligate the parties, upon the request of either party, within ten (10) days of the effective date of such legislation, to negotiate over the impact of such a change in the law. If mutual agreement cannot be reached within fifteen (15) days, the affected benefit only, shall, at the option of either party, become an added re-opener(s) in the annual negotiations.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties in the amendment hereto. Such Articles, Sections or provisions of this Agreement may be subject to negotiations.