

**MASTER CONTRACT
BETWEEN
SULPHUR SPRINGS DISTRICT TEACHERS
ASSOCIATION
AND
SULPHUR SPRINGS UNION SCHOOL
DISTRICT**

Term: July 1, 2017 through June 30, 2020
Adopted: January 23, 2019 for the 2017/18 School Year

SULPHUR SPRINGS UNION SCHOOL DISTRICT
27000 Weyerhaeuser Way
Santa Clarita, California 91351

and

SULPHUR SPRINGS DISTRICT TEACHERS ASSOCIATION
CTA/NEA - Certificated Employee Exclusive Representative Agreement

WITNESSETH:

This is an agreement made and entered into this 23rd day of January, 2019, between the SULPHUR SPRINGS UNION SCHOOL DISTRICT (hereafter "District ") and the SULPHUR SPRINGS DISTRICT TEACHERS ASSOCIATION, CTA/NEA (hereafter "Association").

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minutes in length. The seven and one-half (7.5) hours of school-based service shall be structured, directed or modified by the immediate supervisor in conformity with the employee's job description. Student minutes for grades TK through six will be equal.

4.2 Additionally, employees covered by this Agreement may be required to render reasonable additional hours of required service associated with the duties directly related to their assignment. Any full-time teacher providing a half day kindergarten or transitional kindergarten instructional program shall be required to render no more than one hundred (100) minutes of service outside of their assignment. The teacher shall be available for assistance or assignment in the instructional program. The one hundred (100) minutes will be at the direction of the site principal.

4.3 There will be eleven minimum days to occur on Back to School Night; Open House; four Parent Conference days and one minimum day at the end of the year. The remaining four days will be calendared with two per semester. These days are for teacher preparation.

4.4 Any additional hours of required service beyond the seven and one-half (7.5) hour workday shall not result in more than an eight and one half (8.5) hour workday and shall be limited to one day per week. Ordinarily, additional hours of required service shall be performed on Tuesdays. Occasionally, circumstances may require that a day other than Tuesday be substituted. In such a case, at least one (1) week advance notice shall be provided to the employees. In a 4-week cycle, 5 of the 10 Tuesday early release hours may be scheduled by site administrators for purposes of staff development, grade level collaboration, and/or staff meetings. The remaining 5 hours will be available to support teachers in fulfilling their professional responsibilities at individual teacher discretion. Parent Conference, Back to School and Open House weeks count neither as an administration directed day nor as a teacher directed Tuesday. The Fall Parent Conferences will be held after the end of the first trimester.

Spring Parent Conferences will be held after the end of the second trimester. Unit members have the responsibility to invite and encourage all parents to Fall and Spring Conferences.

Parents will have the option to meet or, if the parent determines that he/she does not need a conference, decline to meet for Spring Conference. Report cards for students whose parents choose not to attend conferences or are unable to attend, will be sent home with the student.

ARTICLE V SALARY

The District and the Association agree that the employees represented by the unit shall be compensated on a 12-month basis in accordance with the salary schedules in Attachment "B."

Professional Growth Guidelines

1. Upper division and graduate units may be applied to advancement on the salary schedule or may be compensated in the form of reimbursement for tuition plus a stipend of sixty dollars (\$60) per semester unit.

A Pre-Approval Plan must be submitted to and approved by the Superintendent or his/her designee for all upper division and graduate units where staff will be requesting reimbursement for tuition and stipend. Plan must be comprised of Education courses leading to an advanced degree related to teaching skills of subject matter likely to be taught by the individual. An employee is entitled to this provision once within their service to the District.

a) Units will either be posted toward salary schedule credit or tuition reimbursed upon receipt of a written request by the employee with official transcript of verification of completion from an accredited educational institution. (American Association of Schools and Colleges, or regional affiliates.) An official transcript is one that bears the official seal of the

college and/or original signature of the registrar, or the registrar's designee. Changes will not be made at a later date once salary credit has been given or reimbursement provided.

b) Salary schedule credit that results in a change of column shall:

1) Be verified in the Superintendent's Office with official transcripts prior to October 1.

This will be paid on the check following the October 1 verification, not be retroactive.

2) Be verified in the Superintendent's Office with official transcripts prior to February 1.

This will be paid on the check following the February 1 verification, not to be retroactive.

c) Credit shall be granted for any course in which a "C" or better grade is earned. (Or "pass" if a pass/fail system is used.)

d) Credit on the salary schedule will be given in terms of semester units or a fraction (2/3rd) thereof. One semester unit is considered to be the equivalent of fifteen (15) hours.

2. Lower division courses will be compensated by means of reimbursement for tuition.

a) Education courses and those courses related to teaching skills or subject matter likely to be taught by the individual will automatically be approved and compensation authorized.

b) Compensation may be approved for courses not directly related to subject matter normally taught upon approval by the principal or immediate supervisor or Superintendent.

c) Compensation will not be provided for courses related to personality development or personal interests not related to teaching, e.g., hobbies, real estate, financial investments, etc.

d) An additional stipend, not to exceed \$60 per semester unit, may be granted by the Superintendent to encourage individuals to participate in particular courses of direct benefit to the school or District.

3. Workshops, conferences, adult education classes or up to two (2) observation days will be compensated through reimbursement of tuition, registration or substitutes provided upon approval by the principal, immediate supervisor, or if the Superintendent determines that the benefit to the school staff or District committee warrants additional reimbursement or compensation, using the following guidelines;

a) Release time to attend conferences or workshops may be granted by the principal or immediate supervisor only when it is determined that such participation would be of general benefit to the staff or to the school's program.

b) Reimbursement of tuition or registration fees up to \$75/per year per individual shall be provided for attendance at any educational conference or workshop with prior approval of the principal or immediate supervisor.

c) Reimbursement for tuition or registration costs between \$75 up to \$150 shall require recommended approval of the principal or immediate supervisor and approval of the Board.

d) Reimbursement for travel, lodging and/or meals up to \$150 may be granted upon prior approval by the principal or immediate supervisor when it is determined that such participation would be of general benefit to the staff or to the school's program.

e) Requests for reimbursement over \$150 must receive prior approval by the Superintendent.

f) All individuals participating in any conference or workshop must complete a Conference Attendance form prior to attendance to receive reimbursement.

4. Tuition costs, when granted, will be reimbursed up to the dollar amount that would result if the course were taken at one of the California State University campuses at the rate in effect at that time, depending upon whether the course was taken during the regular year or in the summer. Staff must submit fee schedule from the California State University campuses with Pre-Approval Plan.

5. Speech and Language Specialist

- 10% differential applied to the salary schedule
- \$750 (% of FTE) stipend to be paid twice annually
- Salary schedule placement credit for all years of previous experience provided that such service meet all of the following criteria:
 - 1) in a credentialed teaching position
 - a) The previous service was rendered for at least seventy-five percent (75%) of the school year, on basis of a full-time contract.
 - b) The previous service was rendered in a public or private school system within the Unites States of America or dependent schools maintained for American overseas dependents. Service in a private school system shall be credited on a two-for-one year basis.
 - 2) in a Speech/Language clinical setting
 - a) Via employer verification letter a minimum of 834 clinical hours in a 12-month period.
 - b) Work rendered after MA.

6. Stipends for either upper or lower division units will not be provided when release time has been granted for participation.

Credit for Professional Work Experience:

Employees new to the District shall be allowed salary schedule placement credit for up to eight years of previous experience, with a maximum salary schedule entry placement of step nine (9) provided that such prior service shall meet all of the following criteria, in addition to any pertinent college and university credit criteria enumerated above:

- a. The previous service was rendered for at least seventy-five percent (75%) of the school year, on the basis of a full-time contract.
- b. The previous service was rendered after the confirmation of a Bachelor's Degree.
- c. The previous service was rendered in a public or private school system within the United States of America or dependent schools maintained for American overseas dependents. Service in a private school system shall be credited on a two-for-one-year basis.
- d. The previous service was rendered in a position comparable to the initial District assignment.

Each July 1, an employee shall be appropriately placed within the District compensation plan in accordance with District-approved professional work experience. In order to qualify for any salary schedule step advancement provisions, an employee's service shall meet the following criterion:

- The prior year service was rendered under a full-time contract for at least seventy-five percent (75%) of the school year.

Additional Stipends:

1. Hourly rate for work rendered outside of regular contractual work hours shall be paid at \$32 dollars an hour (see salary schedule).
2. Combination Classes: Each teacher assigned to a combination class will be allocated a \$1,000 stipend to be paid twice annually and \$200 to be used for supplemental materials, substitute release days for planning purposes or other discretionary uses as approved by the site principal.
3. Administrative Assistant Stipends: Each teacher appointed as an administrative assistant to a site without an assistant principal shall receive \$700 at the end of the school year with a positive evaluation of the site principal.
4. Individual Education Plan Meetings: Each teacher required to attend IEP meetings by the administrator, either before or after normal working hours, shall receive District

committee rate or increment thereof. Each teacher is required to work a 7.5 hour day, beginning and ending times may be modified by the administrator. Principal cannot unilaterally modify the workday for purpose of cost reduction without agreement between administration and employee.

5. Severe Special Education Stipend: \$2,000 to be paid twice annually.
6. SDC and APE Teachers will be allocated a \$1,000 (% of FTE) stipend to be paid twice annually.
7. American Sign Language (ASL) = \$500

Extended School Year:

1. District Special Education teacher who had a self-contained Special Day class during the previous regular school year. \$1,000
 2. DIS staff \$1,000
 3. Any credentialed General Education teacher who teaches a Special Education self-contained Special Day class during the extended school year. \$500
 4. Severe Special Education Stipend - Summer School: \$1,000
- These stipends are to be paid in one annual installment.

Salary Classification Requirements: Bilingual Compensation

Teachers who apply for and are accepted by the District for admission to and participation in educational programs leading to English Language Development (ELD) and Bilingual certification will, upon submitting certification, receive the following stipends:

- Language Development Specialist (LDS) Certificate = \$500
- Cross cultural, Language and Academic Development (CLAD) Certificate = \$500
- Bilingual Certificate of Competence (BCC), Bilingual Cross cultural, Language and Academic Development (BCLAD) Certificate, Bilingual Teaching Credential = \$1,500 (Those teachers employed prior to the 2000/01 shall have their stipend remain at \$4,500.
- SB395 and SB1969 = \$500

Teachers will be paid these stipends provided they have met all the following conditions:

1. The teacher holds an LDS certificate, or a CLAD certificate, or a BCC, or a BCLAD certificate, or a Bilingual Teaching Credential, or a SB395/SB1969 certificate and is working in a regular classroom with five or more ELL pupils enrolled at any time during the reporting periods. Three or more ELL pupils would apply to Special Day Classes. Student enrollment would be verified for P1 (from the first day of school to P1) and for P2 (from P1 to P2). Stipend to be divided into two equal payments dependent upon enrollment verification.
2. The teacher is qualified, has been requested to sign, and has signed a form indicating his/her commitment to training and acquisition of ELD or Bilingual certification.
3. Teachers will receive an annual stipend for only one certificate.

Teachers in training for the BCLAD are eligible to receive one-time stipends as incentive for passing examinations 4-6 of the BCLAD.

One Time Stipends:

- Passage of BCLAD test 4 (Methodology for Primary Language Instruction) = \$250
- Passage of BCLAD test 5 (The Culture of Emphasis) = \$500
- Passage of BCLAD test 6 (The Language of Emphasis) = \$1,000

Incorrect Salary Placement

Errors in current salary schedule placement shall only be corrected during the fiscal year in which they are discovered, and any such corrections shall only apply to that fiscal year.

After School Work Rate (Non-District related)

Teachers who accept employment with outside vendors after their work day shall be compensated by the outside vendor at whatever rate is determined between the vendor and the individual teacher.

Furlough Days – See Attachment H

ARTICLE VI EMPLOYEE BENEFITS

The District shall provide negotiated insurance benefits as specified within the master insurance contract(s) between the District and the respective insurance carriers the District selects. The Summary of Benefit Levels is provided by the insurance carrier(s) based upon the terms and conditions of the master insurance policy contract(s) which will be distributed to all employees. Voluntary Benefit options are outlined on Attachment C. Medicare coverage will be provided according to (Attachment D).

District Contribution

For health insurance coverage, the District will contribute \$1,773.43 tenthly. Should an employee select coverage for dependents in excess of district contribution, a payroll deduction will be required for the difference.

Effective July 1, 2018 the district sponsored health plan will provide an incentive of \$50 tenthly to any employee who is required to enroll in one of the district health care offerings through SISC, based on SISC's published enrollment requirements, who provides evidence of enrollment in group sponsored coverage, and chooses to decline coverage by selecting to participate in SISC's WABE program rather than enrolling in a SISC medical plan for primary medical coverage.

Effective 7/1/18, an eligible unit member whose spouse or registered domestic partner is a SSSD employee enrolled in District health coverage will enroll only in the WABE Bronze Plan, for which the District will contribute \$ 50 tenthly unless the employee presents a current, valid court order requiring double coverage, and thus enrolls in an alternate plan. In such case, the employee shall by payroll deduction pay all premium costs over the District's \$50 tenthly contribution for the double coverage.

Kindly refer to the examples below for further clarification.

Example A (a 2-Party Family Unit)

If two eligible Subscribers (active or retired) are married or are otherwise eligible to become dependents of the other as a 2- party unit, the plan will not fund any amounts that exceed the total costs for each Subscriber as single tiered enrollments, unless either or both Subscribers have been issued a legally binding document requiring such double coverage. If one or both of the eligible Subscribers elects to enroll the other Subscriber as a dependent, and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

Example B (a 3-Party Family Unit)

If two eligible Subscribers (active or retired) are married or otherwise eligible to become dependents of the other as a 3- party unit, (such as if a married couple has one child dependent), the plan will not fund any amounts that exceed the total costs for one 2-Party enrollment and one Single enrollment, unless either or both Subscribers have been issued a court order or other binding legal document requiring such double coverage.

If one or both of the eligible Subscribers elects to enroll the other Subscriber or their dependent in double coverage and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

Example C (a 4-or-more-Party Family Unit)

If two eligible Subscribers (active or retired) are married or otherwise eligible to become dependents of the other as a 4- or-more-Party unit, (such as if a married couple has two or more child dependents) the district will not fund any amounts that exceed the total costs for one Family enrollment and one Single enrollment or one Single selection of SISC's WABE program, unless either or both Subscribers have been issued a court order requiring such double coverage.

If one or both of the eligible Subscribers elects to enroll the other Subscriber or their dependent in double coverage and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

The District Insurance Committee will make every effort to make a recommendation for all employee coverage by July 1, annually.

Current rates can be found in Business Services section of the district webpage.

**SULPHUR SPRINGS UNION SCHOOL DISTRICT
HEALTH INSURANCE PLANS EFFECTIVE 10/1/18-9/30/19
ACTIVE EMPLOYEES**

MEDICAL INSURANCE PLANS

District contribution (currently capped at 2013-2014 Family HMO 30 annual rate of \$17,734.30) is subject to union negotiation.

ANTHEM BLUE CROSS HMO

<u>HMO FULL</u>	<u>Annual Premium</u>	<u>Annual District Contribution</u>	<u>Annual Employee Contribution*</u>
EMPLOYEE ONLY	\$7,560.00	\$7,560.00	\$0.00
EMPLOYEE +1	\$15,096.00	\$15,096.00	\$0.00
EMPLOYEE + FAMILY	\$19,704.00	\$17,734.30	\$1,969.70

HMO SELECT

EMPLOYEE ONLY	\$7,248.00	\$7,248.00	\$0.00
EMPLOYEE +1	\$14,460.00	\$14,460.00	\$0.00
EMPLOYEE + FAMILY	\$18,876.00	\$17,734.30	\$1,141.70

HMO VALUE 30

EMPLOYEE ONLY	\$6,564.00	\$6,564.00	\$0.00
EMPLOYEE +1	\$13,032.00	\$13,032.00	\$0.00
EMPLOYEE + FAMILY	\$16,992.00	\$16,992.00	\$0.00

KAISER PERMANENTE HMO

EMPLOYEE ONLY	\$7,224.00	\$7,224.00	\$0.00
EMPLOYEE +1	\$14,460.00	\$14,460.00	\$0.00
EMPLOYEE + FAMILY	\$18,792.00	\$17,734.30	\$1,057.70

ANTHEM BLUE CROSS PPO

PPO FULL NETWORK 90%

EMPLOYEE ONLY	\$7,776.00	\$7,776.00	\$0.00
EMPLOYEE +1	\$15,528.00	\$15,528.00	\$0.00
EMPLOYEE + FAMILY	\$20,268.00	\$17,734.30	\$2,533.70

PPO FULL NETWORK 80%

EMPLOYEE ONLY	\$7,236.00	\$7,236.00	\$0.00
EMPLOYEE +1	\$14,424.00	\$14,424.00	\$0.00
EMPLOYEE + FAMILY	\$18,828.00	\$17,734.30	\$1,093.70

*Annual employee contributions for the plan year are processed tenthly from October through September.

No employee contributions are processed in June and July.

Tenthly employee contributions may differ from annual amounts due to rounding.

Must provide supporting documentation if enrolling eligible family members.

WABE + INCENTIVE \$5,372.00

Waiver of District paid health and life insurance plans with \$500 annual incentive.

Incentive is paid 10thly Oct-Sep. Skip months are Jun-Jul.

Must provide proof of current coverage.

CASH IN LIEU

\$3,500.00 Not available to new employees starting 1/1/17.

Cash in lieu is paid 10thly Oct-Sep. Skip months are Jun-Jul.

Must provide proof of current coverage.

DENTAL/VISION/LIFE INSURANCE PLANS

District contribution (currently capped at 2018-2019 rates) is subject to union negotiation.

	<u>Annual Premium</u>	<u>Annual District Contribution</u>	<u>Annual Employee Contribution</u>
<u>DELTA DENTAL</u>	\$1,269.60	\$1,269.60	\$0.00
<u>VISION SERVICE PLAN (VSP)</u>	\$265.20	\$265.20	\$0.00
<u>LIFE/ACCIDENT INSURANCE</u>	\$17.16	\$17.16	\$0.00

Plan Year for medical benefits is July 1 through June 30.

Plan Year for dental and vision benefits is from October 1 through September 30.

Benefit eligible employees, if hired between the 1st - 15th of the month, coverage becomes effective the date of hire. If hire date is between the 16th - 31st, coverage becomes effective the first of the month following the date of hire.

Eligibility

1. Full-Time Employees - A full-time employee shall have the District financial contribution paid in full.
2. Part-Time Employees - Employees serving less than full-time but half-time or more shall have their District contribution as provided below.

Time of District Service Contribution

- 50% or more - Shall receive the full District contribution

Employee Benefit Payments

Leave of Absence

1. The District shall continue to contribute an employee's premium contribution, while on paid leave status, in the same manner as if the employee had remained in regular service.
2. Employees on District-approved, non-paid leave of absence may elect to continue coverage for themselves by mailing the entire premium payment required for coverage, made payable to the Sulphur Springs Union School District and submitted to the District Office.

Cancellation

The employee insurance coverage, under the District's master insurance contract(s), shall be canceled under the following conditions:

1. The leave expires and the employee does not return to active duty.
2. A premium payment is not received in the District Office by the first of the month.

ARTICLE VII EARLY RETIREMENT BENEFIT PLAN AT 55

The purpose of the Early Retirement Benefit Program is to allow certificated employees to participate in the State Teachers Retirement System Early Retirement Program. The secondary purpose is to allow early retirement participants to continue to participate in the District-sponsored fringe benefit programs prior to the retiree becoming eligible for participation in Medicare Programs.

Participation Requirements

1. An employee must have reached age 55 prior to September 1, of the year in which retirement commences.
2. An employee must have rendered at least ten (10) years active service in the District prior to retirement.

Benefits

Retirees must participate in the District sponsored benefits program to be eligible for District support. The District will not provide for payments to other insurers or cash in lieu of insurance coverage.

1. The District will contribute a payment up to 50% of the premiums of the District Benefits (health, dental & vision) capped dollar amount until the employee reaches the age of 65 or becomes eligible for state or federal health insurance.

2. For an employee who has rendered at least fifteen (15) years active service in the District prior to retirement, the District will contribute a payment up to 100% of the premiums of the District benefits capped dollar amount until the employee reaches the age of 65 or becomes eligible for state or federal health insurance.

Effective July 1, 2018 the district sponsored health plan will provide an incentive of \$50 tenthly to any employee who is required to enroll in one of the district health care offerings through SISC, based on SISC's published enrollment requirements, who provides evidence of enrollment in group sponsored coverage, and chooses to decline coverage by selecting to participate in SISC's WABE program rather than enrolling in a SISC medical plan for primary medical coverage.

Effective 7/1/18, an eligible unit member whose spouse or registered domestic partner is a SSSD employee enrolled in District health coverage will enroll only in the WABE Bronze Plan, for which the District will contribute \$ 50 tenthly unless the employee presents a current, valid court order requiring double coverage, and thus enrolls in an alternate plan. In such case, the employee shall by payroll deduction pay all premium costs over the District's \$50 tenthly contribution for the double coverage.

Kindly refer to the examples below for further clarification.

Example A (a 2-Party Family Unit)

If two eligible Subscribers (active or retired) are married or are otherwise eligible to become dependents of the other as a 2- party unit, the plan will not fund any amounts that exceed the total costs for each Subscriber as single tiered enrollments, unless either or both Subscribers have been issued a legally binding document requiring such double coverage. If one or both of the eligible Subscribers elects to enroll the other Subscriber as a dependent, and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

Example B (a 3-Party Family Unit)

If two eligible Subscribers (active or retired) are married or otherwise eligible to become dependents of the other as a 3- party unit, (such as if a married couple has one child dependent), the plan will not fund any amounts that exceed the total costs for one 2-Party enrollment and one Single enrollment, unless either or both Subscribers have been issued a court order or other binding legal document requiring such double coverage.

If one or both of the eligible Subscribers elects to enroll the other Subscriber or their dependent in double coverage and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

Example C (a 4-or-more-Party Family Unit)

If two eligible Subscribers (active or retired) are married or otherwise eligible to become dependents of the other as a 4- or-more-Party unit, (such as if a married couple has two or more child dependents) the district will not fund any amounts

that exceed the total costs for one Family enrollment and one Single enrollment or one Single selection of SISC's WABE program, unless either or both Subscribers have been issued a court order requiring such double coverage.

If one or both of the eligible Subscribers elects to enroll the other Subscriber or their dependent in double coverage and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

The District Insurance Committee will make every effort to make a recommendation for all employee coverage by July 1, annually.

Current rates can be found in Business Services section of the district webpage.

ARTICLE VIIA EARLY RETIREMENT BENEFIT PLAN BETWEEN 56 - 64

Coverage provided by this article is under the provision of the current insurance carrier's rules and regulations. This information needs to be considered if retiring out of the state of California.

Procedures

1. Any employee electing to participate in the Early Retirement Benefit Program shall notify the District of their intent to retire no later than February 1st of the school year preceding retirement.
2. An employee shall submit a letter of resignation to the District no later than one (1) month prior to participation in the Early Retirement Benefit Program. Such resignation may contain an effective date, which coincides with the end of the present school term or the beginning of the subsequent school term.
3. Upon loss of benefits, in accordance with Article III, Benefits the retiree may elect, with the approval of the District insurance carrier, to continue such benefits upon payment of the premium costs to the District.
4. AB1207 - CalSTRS Retirement Incentive Program "Golden Handshake" will be offered to all eligible employees under the specific provisions contained in AB1207.
 - Age 55 with 5 years of service, or
 - Age 50 with 30 years of service, or
 - Age 55 with more than 5 years of service but eligible for concurrent retirement with CalPERS

Two (2) additional years of service credit. Employee must retire during the window period approved by the Board.

3. For an employee that elects to retire between the ages of 56 and 64 and has rendered fifteen (15) years of service to the District, the District will contribute a payment up to 70% of the premiums of the District Benefits capped dollar amount until the employee reaches the age of 65 or becomes eligible for state or federal health insurance.
4. For an employee that elects to retire between the ages of 56 and 64 and has rendered twenty (20) years of service to the District, the District will contribute a payment up to 80% of the premiums of the District benefits capped dollar amount until the employee reaches the age of 65 or becomes eligible for state or federal health insurance.
5. For an employee that elects to retire between the ages of 56 and 64 and has rendered twenty-five (25) years of service to the District, the District will contribute a payment up to 90% of the premiums of the District Benefits capped dollar amount until the employee reaches the age of 65 or becomes eligible for state or federal health insurance.

6. For an employee that elects to retire between the ages of 56 and 64 and has rendered thirty (30) years of service to the District, the District will contribute a payment up to 100% of the premiums of the District Benefits capped dollar amount until the employee reaches the age of 65 or becomes eligible for state or federal health insurance.

7. Such benefits shall not be paid for a period of more than ten (10) years nor past the age of 65.

Effective July 1, 2018 the district sponsored health plan will provide an incentive of \$50 tenthly to any employee who is required to enroll in one of the district health care offerings through SISC, based on SISC's published enrollment requirements, who provides evidence of enrollment in group sponsored coverage, and chooses to decline coverage by selecting to participate in SISC's WABE program rather than enrolling in a SISC medical plan for primary medical coverage.

Effective 7/1/18, an eligible unit member whose spouse or registered domestic partner is a SSSD employee enrolled in District health coverage will enroll only in the WABE Bronze Plan, for which the District will contribute \$ 50 tenthly unless the employee presents a current, valid court order requiring double coverage, and thus enrolls in an alternate plan. In such case, the employee shall by payroll deduction pay all premium costs over the District's \$50 tenthly contribution for the double coverage.

Kindly refer to the examples below for further clarification.

Example A (a 2-Party Family Unit)

If two eligible Subscribers (active or retired) are married or are otherwise eligible to become dependents of the other as a 2- party unit, the plan will not fund any amounts that exceed the total costs for each Subscriber as single tiered enrollments, unless either or both Subscribers have been issued a legally binding document requiring such double coverage. If one or both of the eligible Subscribers elects to enroll the other Subscriber as a dependent, and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

Example B (a 3-Party Family Unit)

If two eligible Subscribers (active or retired) are married or otherwise eligible to become dependents of the other as a 3- party unit, (such as if a married couple has one child dependent), the plan will not fund any amounts that exceed the total costs for one 2-Party enrollment and one Single enrollment, unless either or both Subscribers have been issued a court order or other binding legal document requiring such double coverage.

If one or both of the eligible Subscribers elects to enroll the other Subscriber or their dependent in double coverage and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

Example C (a 4-or-more-Party Family Unit)

If two eligible Subscribers (active or retired) are married or otherwise eligible to become dependents of the other as a 4- or-more-Party unit, (such as if a married couple has two or more child dependents) the district will not fund any amounts that exceed the total costs for one Family enrollment and one Single enrollment or one Single selection of SISC's WABE program, unless either or both Subscribers have been issued a court order requiring such double coverage.

If one or both of the eligible Subscribers elects to enroll the other Subscriber or their dependent in double coverage and/or unnecessarily enrolls in SISC's WABE program that person will pay the difference in premium the enrollment has cost the plan via payroll deductions.

The District Insurance Committee will make every effort to make a recommendation for all employee coverage by July 1, annually.

Current rates can be found in Business Services section of the district webpage.

**SULPHUR SPRINGS UNION SCHOOL DISTRICT
HEALTH INSURANCE PLANS EFFECTIVE 10/1/18-9/30/19
RETIREES**

MEDICAL INSURANCE PLANS

District contribution and retiree contribution vary depending on age and years of service, per contract.

District contribution (currently capped at 2013-2014 Family HMO annual rate of \$17,743.30) is subject to union negotiation.

ANTHEM BLUE CROSS HMO

<u>HMO FULL</u>	<u>Annual Premium</u>
RETIREE ONLY	\$7,560.00
RETIREE + 1	\$15,096.00
RETIREE + FAMILY	\$19,704.00

<u>HMO SELECT</u>	
RETIREE ONLY	\$7,248.00
RETIREE + 1	\$14,460.00
RETIREE + FAMILY	\$18,876.00

<u>HMO VALUE 30</u>	
RETIREE ONLY	\$6,564.00
RETIREE + 1	\$13,032.00
RETIREE + FAMILY	\$16,992.00

<u>KAISER PERMANENTE HMO</u>	
RETIREE ONLY	\$7,224.00
RETIREE + 1	\$14,460.00
RETIREE + SPOUSE W/ MEDICARE	\$9,924.00
RETIREE + FAMILY	\$18,792.00

ANTHEM BLUE CROSS PPO

<u>PPO FULL NETWORK 90%</u>	
RETIREE ONLY	\$7,776.00
RETIREE + 1	\$15,528.00
RETIREE + FAMILY	\$20,268.00

<u>PPO FULL NETWORK 80%</u>	
RETIREE ONLY	\$7,236.00
RETIREE + 1	\$14,424.00
RETIREE + FAMILY	\$18,828.00

DENTAL/VISION INSURANCE PLANS

District contribution and retiree contribution vary depending on age and years of service, per contract.

District contribution (currently capped at 2018-2019 rates) is subject to union negotiation.

	<u>Annual Premium</u>
<u>DELTA DENTAL</u>	
RETIREE ONLY	\$768.00
RETIREE + 1	\$1,536.00
RETIREE + FAMILY	\$2,016.00

<u>VISION SERVICE PLAN (VSP)</u>	
RETIREE ONLY	\$148.80
RETIREE + 1	\$297.60
RETIREE + FAMILY	\$446.40

ARTICLE VIII GRIEVANCE

Definitions

1. A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.
2. A "grievant" shall mean an employee covered by this Agreement filing a grievance.
3. A "conferee" shall mean any Association representative selected by the grievant to assist in presenting and processing the claimant's grievance. An immediate supervisor with whom a grievance is filed may also choose a representative to assist in processing the grievance.
4. "Association" shall mean the employee organization recognized by the Board of Trustees as the exclusive representative for the bargaining unit of employees covered by this Agreement.
5. "Day" shall mean any day on which the central administrative office of the District is open for business.
6. An "Immediate Supervisor" shall be the first level administrator having immediate jurisdiction over the grievant.
7. A "District Grievance Form" shall mean a District provided form completed in writing by the grievant at Level II. Such form shall be mutually developed by the Association and the District.

General Provisions

1. The purpose of the procedure is to attempt to secure equitable solutions to the grievances. All parties agree that these proceedings will be kept as informal and confidential as possible, and that the grievant and immediate supervisor shall attempt to resolve the grievance at the informal level.
2. The filing of a grievance shall in no way interfere with the right of the Board of Trustees to proceed in carrying out its management responsibilities subject to the final decision pertaining to the grievance. In the event the alleged grievance involves an order, requirement or directive, the grievant shall fulfill or carry out such order, requirement or directive, pending the final decision pertaining to the grievance.
3. Nothing contained herein shall be construed as limiting the right of any grievant to discuss a grievance informally with his or her immediate supervisor, or to have the grievance adjusted without intervention of the Association prior to arbitration, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at the formal levels shall not be agreed upon by the District until the Association has been provided a copy, and allowed an opportunity to respond.
4. The filing of a grievance shall not reflect unfavorably upon the grievant, nor upon the supervisor with whom it may be filed.
5. The employee and immediate supervisor shall have the right to include in grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. The names of the witnesses to be utilized in the formal grievance hearing shall be made available to either party upon request. Such witnesses shall be in addition to the conferee that either party may select. Witnesses called by either party who are District employees shall be released from duty without loss of compensation in order to present facts that are material and relevant to the grievance.
6. In the case of a multiple grievance which affects more than one teacher in a single building or teachers in more than one building, the Association, with the consent of the grievant, may choose to group the claims together at Level II so that only one form need be filed at each succeeding level, and only one individual selected by the grievant and the Association shall proceed with the grievance claim. The decision rendered relative to this single grievance shall be applicable to all claims on the same issue arising from the same set of circumstances. The District shall not be required to hear more than one formal grievance claim per day.

7. In the event that a grievance claim cannot be heard and a decision rendered during the grievant's service period, the time limits specified herein may be extended to a reasonable future time upon the mutual agreement of both parties. The purpose of any extension shall be to hear the grievance matter as expeditiously as possible yet not interfere with either the grievant's non-service period, nor the non-active service period of supervisory and management personnel.

8. A representative designated by the Association shall be allowed to attend a grievance hearing or subsequent hearings on the same matter in order to process a grievance to a final resolution without loss of compensation.

9. All documents, communications and records dealing with the processing of a grievance matter shall be filed and maintained in a separate grievance file.

Informal Procedure

Level I

The employee shall meet with the immediate supervisor within twenty (20) days of the occurrence or within twenty (20) days of when the employee could reasonably have known of the occurrence, act, or omission giving rise to the grievance. With mutual consent of both parties, either the employee or the immediate supervisor may have a conferee present at such a conference. If the potential grievance is not resolved at this level, the employee may proceed to Level II. Upon request, the employee shall receive a written statement from the immediate supervisor that the issue was not resolved at Level I.

Formal Procedure

Level II

1. If within ten (10) days of the informal conference the grievant is not satisfied with the decision at Level I, the grievant must present the grievance, in writing, on a District provided form, to the immediate supervisor. The District form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.

2. The immediate supervisor shall communicate a decision to the employee in writing ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits specified, the grievant may appeal to the next level.

3. Within the above time limits, either party may request a conference to discuss the grievance matter. Either the grievant or the immediate supervisor may have a conferee present at such a conference.

Level III

1. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days, appeal the decision to the Superintendent. This written appeal statement shall include a copy of the original grievance and decision, if any, rendered at previous levels, and a clear and concise statement regarding the reasons for the appeal.

2. Within the above time limits, either party may request a conference to discuss the grievance matter. Either the grievant or the Superintendent may have a conferee present at such a conference.

3. The Superintendent shall communicate a decision to the grievant within ten (10) days of the receipt of the grievance appeal.

4. If the Superintendent does not respond within the time limits specified, the grievant may appeal to the next level.

Level IV

1. If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days, submit a request in writing to the Association and the Superintendent for arbitration of the dispute. Subsequent to a grievant's request for arbitration and prior to submission of the grievance to arbitration, the Association and the District may mutually request the services of a State Mediator to assist the parties in resolving the grievance. The form or content of any settlement discussions shall be confidential, shall not be construed as an admission of wrongdoing and shall not be binding on either party. The terms of the settlement, if any, shall be binding on all parties. The Association, grievant and District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request that the California State Conciliation Service supply a panel of five names of persons experienced in hearing grievance matters in public schools. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
2. The fees and expenses of the arbitrator and the hearing process shall be borne equally by the District and grievant. All other expenses, including fees for witnesses and conferees or the cost of substitutes shall be borne by the party incurring them.
3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers attached at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue.
4. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
5. After a hearing and both parties have had an opportunity to present written arguments, the arbitrator shall submit, within thirty (30) calendar days to all parties the written findings. The decision of the arbitrator is binding on both parties.

ARTICLE IX. CLASS SIZE

A. The allocation ratio of teachers to regular program pupils in the District shall not exceed 1 to 26 in TK – 3 and 1 to 32 in each 4 – 6 grades in each classroom at each site. The district is continually monitoring class size ratios. On two dates in the school year (54th day of school, 118th day of school) the district will run a class size roster report. Any teacher whose class exceeds the ratio of 1 to 32 on those dates will receive a stipend of \$20 per student, per week above the 1 to 32 ratio. These stipends will be paid two times annually and will be prorated for dates the teacher is on a board approved leave of absence.

Each eligible classroom will be allocated a stipend for the for the following time periods:

1-90th day of school
91-180th day of school

1. Individual sites involved with voluntary flexible staffing patterns shall not be required to implement the remedial plan described herein above, but in no case shall the combined enrollment in a flexible staffing pattern exceed 32 pupils per teacher.
2. Individual sites involved with mainstreaming students described in the Master Plan for Special Education shall allocate a ratio factor of 1.5 for any student assigned to a regular program class for any portion of the day. In no event shall the regular program pupils and the special education pupil full time equivalent student ratio exceed a staffing pattern of 1

to 32 without a remedial plan of options being initiated. The pupils described in the Master Plan for Special Education specified herein are as follows:

- Deaf and Severely Hard of Hearing
- Educationally Handicapped, i.e. learning disability, behavior disorder, serious emotional disturbance, autism
- Educable Mentally Retarded
- Severe Language Disorder/Aphasia
- Blind and Visually Handicapped
- Orthopedically Handicapped

3. Individual sites involved with programs designated as Learning Disability Groups (LDG) utilizing the services of a resource teacher shall allocate a ratio factor of 1.5 for any student specifically identified and admitted to the program. The ratio factor shall be in effect despite the fact that the pupils participating in this program may be occasionally removed from the regular classroom to receive educational assistance from the resource teacher.

B. The allocation ratio of special education teachers to special education programs shall not exceed state maximum limitation.

C. Teachers shall be allocated based on estimated enrollments and when actual enrollment is known, the District shall adjust the number of teachers assigned to conform with A and B, above.

ARTICLE X SAFETY CONDITIONS

1. The parties agree a unit member should not be required to work in a location or engage in an activity which poses an immediate threat of serious bodily harm.

2. The District shall exercise its best efforts to identify and correct unsafe working conditions and activities.

2.1 A unit member who believes an unsafe working condition or activity exists, shall promptly notify the immediate supervisor and the Site Safety Committee.

2.2 The immediate supervisor will respond. If the immediate supervisor agrees that corrective action is required, the unit member will be notified of the corrective action.

2.3 If the unit member disagrees with the corrective action or lack of, the unit member may appeal the supervisor's decision to the Superintendent or Designee. The Superintendent's decision will be final.

3. The District shall establish, implement and maintain a written injury prevention program.

3.1 An Employee Safety Committee may be established by the District. The Employee Safety Committee may be discontinued by the District at any time.

3.2 The Employee Safety Committee shall perform the functions established by law, and shall notify all unit members of the injury prevention program established by the District.

3.3 If an Employee Safety Committee is established, the Association shall be permitted to appoint one (1) representative.

3.4 Recommendations of an Employee Safety Committee shall be advisory only.

3.5 Unit members shall receive a copy of the District's injury prevention program.

3.6 Unit members shall comply with any injury prevention program, safety rule, safety procedures or safety policies established by the District.

4. The District has the exclusive responsibility for coordinating contact with outside agencies, maintenance of emergency procedures, development and review of emergency or

safety equipment, and provision and maintenance of work site safety supplies and devices. The level and kind of services and supplies provided shall be at the sole discretion of the District.

5. In the event of an emergency or natural disaster, unit members shall remain on campus and participate fully as “disaster Service Worker”.

5.1 In the event of an emergency school or District closure including but not limited to natural disaster or quarantine, unit members shall receive their daily rate of pay and benefits. If make-up days are required, the District shall negotiate the impact of such days with the Association.

5.2 The District may provide in-service to unit members on disaster preparedness.

6. Employees shall immediately report any assault in connection with their employment to the site administrator, principal, or immediate supervisor, who shall promptly notify the Superintendent or designee.

6.1 If requested by the District, a unit member shall submit a written report of the incident within 24 hours.

6.2 If requested by the unit member, the District shall reimburse the employee for repair and replacement of personal property that the District determines is damaged or destroyed as a result of an assault that occurred within the scope of the employment of the unit member while acting in his/her official capacity. Reimbursement shall not exceed \$500 per incident. The District may require reasonable proof of loss.

6.3 When absences or disability arise out of or from an assault which occurred within the scope and course of a unit member’s employment, the unit member may utilize the applicable sections of Article Xii, “Leaves” of this Agreement. Nothing in the Article shall preclude a unit member from filing a workers’ compensation claim.

7. If a unit member believes the presence of a parent or guardian is disruptive, the unit member shall immediately notify the Principal or designee who shall determine what action, if any, is appropriate.

ARTICLE XI TRANSFER

1. *Definition*

A “transfer” is a change by a unit member from one school/work site to another within the District. A transfer may be requested by a unit member or initiated by the District.

2. Posting of Vacancies

The District will post all vacancies on the District website and in school offices. All Teachers on Special Assignment (TOSA) positions shall be posted as District-wide vacancies.

Unit members who desire to transfer shall file a Certificated Internal Application/Transfer Form with the Assistant Superintendent of Personnel and Pupil Services. Transfer applications shall be addressed to specific site vacancies.

Upon closing of the posted vacancies, internal candidates will be granted an interview as well as other qualified applicants. After interviewing the internal candidates, the District is free to hire employees from outside the District.

All applicants shall receive written notice as to whether or not they received the position for which they applied. A unit member who does not receive a requested transfer shall be given the reasons in writing within ten (10) days, if requested.

3. Criteria For Filling Employee Initiated Transfer

All of the following criteria shall be used in consideration of transfer requests:

A. The needs and efficient operation of the District.

- B. The contribution the staff member can make in the new position.
- C. The qualifications, including the experience and recent training, of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated.
- D. Credential(s) held by the unit member appropriate for the position.
- E. The length and quality of the service rendered to the District by the employee.
- F. Degrees/Certification held by the unit member related to the position.
- G. Unit member's preference.

In the event of an employee initiated transfer, the unit member shall not request a transfer again for two full school years.

4. Criteria for filling Employer Initiated Transfers

Employer initiated transfers may be initiated by District management. An employer initiated transfer may be made at any time by the administration for the following reasons:

- A. To balance the certificated staff of the District.
- B. A change of enrollment necessitating transfer of staff.
- C. An opportunity to evaluate an employee in a different school or location.
- D. Improvement of learning conditions.
- E. Significant personality conflicts.

In the event of such transfer a unit member shall be given the reasons in writing within ten (10) days, if requested.

In the event of an employer initiated transfer, the unit member shall not be employer initiated transferred again for two full school years.

In the event an employee is transferred after the start of the school year, the employer will provide district personnel support to pack current classroom, move classroom equipment and assist in unpacking materials in new classroom. Additionally, two release days or two paid non-school days will be provided to the transferred employee to organize his/her new classroom and prepare for his/her new students. Should those non-school days fall on a day that the district is not in operation then no additional support will be provided to pack, unpack and move equipment. In the event that an employee is transferred at the conclusion of the school year, two release days or two paid non-school days will be provided to move and organize new classroom. District will move all boxes and equipment during district operation days.

5. New Hires

Notwithstanding any provision of this Agreement to the contrary, once assigned, any newly hired or re-hired teacher shall be ineligible to exercise transfer rights described herein during his/her first two years of contract service with the District. A probationary teacher or rehired teacher may apply for available openings at the end of his/her second year of employment, as openings occur for the following year.

ARTICLE XII LEAVES

BEREAVEMENT LEAVE

Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family.

Eligibility

An employee covered by this Agreement.

Procedure

An employee exercising this leave of absence provision shall notify the District as soon as possible with the expected duration of the absence.

Requirements

An employee shall be granted up to five (5) days for bereavement purposes. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave provisions of Article XII. If unusual circumstances exist, the employee may, with the approval of the Superintendent, be granted up to (3) additional days of bereavement leave.

Compensation

All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

Return to Service

Immediately upon return to active service the employee shall complete the District absence form and submit it to the immediate supervisor. The employee shall provide, upon District request, additional verification of the use of these leave provisions.

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Purpose

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

Eligibility

An employee covered by this Agreement.

Procedure

An employee who has sustained a job-related injury shall report the injury on a District-approved accident report form, within, insofar as possible, twenty-four (24) hours to the immediate supervisor. An employee shall report any illness on a District-approved report form to the immediate supervisor within, insofar as possible, twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

Requirements

1. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
5. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

6. Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

7. During any industrial paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his or her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal contribution.

Return to Service

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his or her position classification without restrictions or detriment to the employee's physical and emotional well-being.

JUDICIAL AND OFFICIAL APPEARANCE LEAVE

Purpose

Judicial and Official Appearance Leave may be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Eligibility

An employee covered by this Agreement.

Procedure

The employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the District Office. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

Requirements

If an employee has been called for jury service during the school year and has such service deferred to fall break, winter break, spring break or summer, and is then required to serve on a trial for more than ten (10) days without requesting to be on that trial, any time beyond the ten (10) days shall not be charged to the employee's sick leave.

If an employee is required to serve on a trial for more than ten (10) days and has not requested to do so, any time beyond the ten (10) days will not be deducted from the employee's sick leave.

An employee may be granted a leave of absence not to exceed ten (10) days in duration of the requirements of the official order for participation and appearance.

Compensation

An employee granted a leave of absence under these provisions shall be granted District compensation which, when added to jury or witness fees, shall not exceed the employee's regular District compensation.

Return to Service

1. Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.
2. The employee shall provide, upon District request, additional verification of the use of these leave provisions.

LEGISLATIVE LEAVE

Purpose

A leave of absence shall be granted employees who are elected to the California State Legislature.

Eligibility

An employee covered by this Agreement who has achieved permanent status within the District.

Procedure

An employee elected to the California State Legislature may request a legislative leave of absence to fill the term of office. Said request shall be submitted not later than thirty (30) days after being elected to office.

Requirements

During the term of legislative absence, the employee may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions as may be mutually agreed upon.

Compensation

Except as provided above, an employee shall receive no District compensation while on legislative leave.

Return to Service

The employee shall within six (6) months of the expiration of the term of office be entitled to return to the position held at the time of election. If the position held at the time of election has been abolished at the time the employee is eligible to return to District service, reinstatement shall be made to a position for which the employee is certified. Reinstatement shall be made at the salary to which the employee would have been entitled had legislative leave not been utilized.

PERSONAL LEAVE

Purpose

An employee may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

Eligibility

An employee covered by this Agreement.

Procedure

The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave. For personal absence of five (5) working days or less, the employee shall submit the request described herein to the immediate supervisor not less than five (5) working days prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final. For personal absence in excess of five (5)

workdays including the balance of the school semester/year, or a full school semester/year, the employee shall submit the request described herein to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees.

Requirements

An employee shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent.

Compensation

Any personal leave of absence that may be granted under these provisions shall be without compensation. Employees on personal leave of absence shall be permitted to participate in the District insurance program at their expense as provided for in Appendix C of this Agreement.

Return to Service

The employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certified. If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

PERSONAL NECESSITY LEAVE

Purpose

Personal necessity leave may be utilized for circumstances that are not serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

Eligibility

An employee of this unit who has sufficient unused sick leave credit.

Procedure

Employees shall submit a request for personal necessity leave approval on a District approved form to the immediate supervisor normally not less than three (3) working days prior to the beginning date of the leave. The prior approval required for personal necessity leave shall not apply to the following reasons:

1. Death or serious illness of a member of the employee's immediate family.
2. Accident involving person or property, or the person or property of the employee's immediate family.

When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

Requirements

An employee may use accumulated sick leave for purposes of approved personal necessity leave.

Compensation

An employee shall receive full compensation for approved personal necessity leave.

Return to Service

1. Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.
2. The employee, for three (3) days of leave, shall only be required to state that "a personal emergency situation" exists. In no event shall personal emergency leave be utilized for one of the following examples:
 - Political activities or demonstrations;
 - Vacation, recreation, or social activities;
 - Civic or organization activities;
 - Employee association activities;
 - Routine personal activities;
 - Occupational investigation;
 - Work stoppage.
3. The employee shall provide, upon District request, additional verification of the use of these leave provisions.

SICK LEAVE

Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury, maternity disability, or quarantine.

Eligibility

An employee covered by this Agreement, working five (5) days per week for a full contract year shall be annually entitled to eleven (11) days of leave of absence for the purpose of sick leave utilization. An employee, covered by this Agreement, working less than full-time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.

Procedure

An employee exercising this leave of absence provision shall notify the District Office of their need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

Requirements

An employee becoming aware of the need for absence due to surgery, maternity, or other predictable or priorly scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability, and the anticipated date of the return to active service.

Compensation

Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive fifty percent (50%) differential pay, i.e. regular compensation rate of the employee, for a period not to exceed five (5) continuous school months. In order to qualify for differential, pay an employee shall first utilize all accumulated sick leave credit. Only one increment of one hundred (100) days of fifty percent (50%) differential pay shall be allowed for any single and continuous absence that extends into the next year.

Return to Service

1. Immediately upon return to active service the employee shall complete the District absence form and submit it to the immediate supervisor.
2. The employee shall provide, upon District request, additional verification of the use of these leave provisions.
3. An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his or her position classification without restrictions or detriment to the employee's physical and emotional well-being.
4. An employee shall not be allowed to return to service and shall be charged with one additional day of sick leave absence if the employee fails to notify the District of intent to return to duty two (2) hours prior to the close of the preceding work day, and by such failure to notify a substitute is secured.

ARTICLE XIII EVALUATION PROCEDURES

The following procedures for employee evaluation shall be utilized for the term of this Agreement:

1. Orientation materials related to evaluation procedures will be provided to all employees by the 10th school day.
2. Employees shall submit to their evaluator a complete listing of proposed objectives, and measurement activities related thereto, to be considered in the annual evaluation by the 25th school day.
3. The evaluator shall have completed by 30th school day annual objective setting conference with employee.
4. The evaluator shall by the 40th school day determine and shall provide the employee with a complete listing of actual objectives from those proposed by the evaluator and employee, and measurement activities from those proposed by the evaluator and employee, and measurement activities related thereto, that will be incorporated in the annual evaluation that the evaluator will prepare for the employee. The objectives and related measurement activities referred to herein shall be in accordance with the employee job description prescribed by the District. The District will make every attempt to have the number of objectives required to be uniform from site to site.
5. Within a reasonable time after the request, the evaluator shall be provided with a written progress report from the employee containing the latter's perception of the progress being made toward the achievement of the objectives prescribed in Item 3, above. During the course of the evaluation period, circumstances may change which may result in the modification of the original standards and objectives. These changes may be initiated by the supervisor or the employee. Agreement of both parties is required.
6. The evaluator, by the 145th school day, shall have conducted classroom observations in order to gather data on employee performance as the evaluator believes to be related to:
 - A. The actual objectives and measurement activities described in Item 3, above;
 - B. Other criteria for employee evaluation and appraisal that are established by the District Stull Act Guidelines.

At the discretion of the evaluator, tenured teachers may receive only one (1) formal instructional observation per year. Probationary teachers will receive two (2) formal instructional observations per year. Prior to conducting formal instructional observations regarding the teacher's duties related to the instructional objectives herein described, the teacher shall be notified of the observation prior to the beginning of the teacher's actual instructional day. Upon the request of the evaluatee or when, in the evaluator's judgment, additional instructional classroom observations are necessary, such observations may be

conducted. Within a reasonable time, an employee shall be provided with a written statement regarding instructional observations that have been conducted. Such written statements shall contain a summary of the instructional activities observed, and any suggestions being made by the observer for possible improvement by the employee to include, but not be limited to, the following:

- 1) Specific directives for improvement
- 2) Assistance to implement such directives as
 - (a) Provisions of additional resources;
 - (b) Mandatory training programs designed to improve performance to be paid by the District.

A final and written report of the achievement of objectives, and measurement information related thereto shall be submitted by the employee to the evaluator by the 140th school day.

7. The evaluator shall prepare a written District evaluation form of employee performance and transmit the evaluation to the employee. The employee may submit a written reaction or response to the evaluation and such response shall be attached to the evaluation and placed in the employee's permanent personnel file which shall be maintained in the District Office. Permanent employees shall be evaluated at least once every other year, and in no event later than 30 days before the last school day scheduled on the school calendar of the current school year. Probationary employees shall be evaluated at least once each year and in no event later than the 150th school day.

8. Employees who meet each of the following conditions shall be evaluated up to every five (5) years:

1. The employee has achieved permanent status.
 2. The employee has been employed by the district continuously as a certificated employees for at least (10) ten years.
 3. The employee is "highly qualified" as defined by 20 U.S.C. section 7801; 4.
 4. The employee has been rated as meeting or exceeding standards in all previous Evaluations from date of hire.
 5. The certificated employee or the evaluator may withdraw consent at any time.
9. An evaluation report conference shall be held by the 170th school day between the evaluator and any employee receiving a written evaluation report, as described in Item 6 above, during each school year within the term of this Agreement. The evaluator's judgments contained in classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedure contained in Article VIII of this Agreement.

ARTICLE XIV PAYROLL DEDUCTIONS & ORGANIZATIONAL SECURITY, MAINTENANCE OF MEMBERSHIP, AND DUES DEDUCTION

1. Employee Rights

The District and the Association recognize the right of employees to form, join and participate in the lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Accordingly, membership in the Association shall not be compulsory.

2. Organizational Security

- 2.1 A bargaining unit member has the right to choose to:
 - become an Association member, or
 - elect not to become an Association member

3. Dues and Deductions

The Sulphur Springs District Teachers Association has the exclusive right to have employee organization membership dues deducted by the District for employees in the bargaining unit, without charge.

3.1 The District shall deduct, in accordance with the Association dues and schedule, dues from the wages of all unit employees who have submitted payroll deduction authorization forms to the District. Such authorization forms shall remain in effect unless and until expressly revoked by written notice to SSDTA. Unit employees, in lieu of payroll deductions, may pay dues directly to the Association.

3.2 Prior to beginning automatic payroll deductions as authorized by Section 3.1 of this Article, the Association shall certify to the District in writing that the employee whose pay is to be affected by deduction has: (1) chosen to join the Association (2) chosen not to join the Association.

3.3 The Association may request a change in payroll deductions of Association members provided an authorized Association officer submits a written request to the District for such an adjustment and provided further that at least thirty (30) calendar days prior to the change an authorized Association officer has furnished the District with evidence that the Association provided written notification to its members of the requested change. Such change shall consist of either: a total annual dues change; an increase or decrease in dues requirements; or, an increase or decrease in authorized deductions by a member for Association-approved items.

3.4 The District shall remit to the Association all dues collected with an accompanying alphabetical list of all unit members for whom dues deductions have been made.

4. Union Release Days

SSDTA Union shall be provided with twenty (20) release days yearly in support of Union duties as assigned by SSDTA President.

ARTICLE XV SAVINGS PROVISION

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

ARTICLE XVI EXTENDED SUMMER SCHOOL FOR SPECIAL EDUCATION

Whenever the District, or students of the District, participate in an extended school year program, the following provisions shall apply. For purposes of this Article an extended school year shall mean the rendering of an instructional program that extends beyond the regular academic year of 180 instructional days.

Notice of Vacancies

No later than June 1, the District shall notify unit members of all available certificated positions for the extended school year. The notice shall contain the following information:

- 1) Location of position;
- 2) Credential required;
- 3) Hours and days of work;
- 4) Salary.

Unit members may apply for any available position at any time before the closing date for application, which shall not be less than ten (10) days after the posting of positions. The District shall submit all applications to the administrative agency which is responsible for conducting the extended school year program.

Criteria for Selection

The administrative agency shall select the certificated employees for extended school year program on the basis of the following criteria:

- 1) Possession of the required credential, and
- 2) Previous experience in teaching the class or grade level required by the position.

Teacher Work Day

Extended school year employees shall report for duty no later than one-half hour before class begins and shall remain on duty until one-half hour after class ends. Hours of instruction and number of instructional days shall be in accordance with appropriate state regulations.

Teachers will receive one day preparation time and one four hour day at the end of the summer session with pay.

Class Size

The maximum number of students per class shall not exceed the maximum permitted by state law.

Accident and Illness Leave

Extended school year employees shall be entitled to one (1) day's absence for accident or illness with full pay prorated to the amount of time worked in the ESY program. Leave beyond one (1) day shall be without pay.

Salary

The salary for extended school year employees shall be at the District Committee Rate. Severe Special Education Stipend - Summer School - \$1,000 to be paid in one annual installment.

Grievance Procedure

The following grievance procedure shall apply during the extended school year work period. Should there be a claim by any extended school year employee that the provisions of this Article have been violated, misinterpreted or misapplied, the employee shall meet with the Superintendent of the administrative agency in an attempt to resolve the matter. In the absence of resolution at this level, the employee may initiate action in small claims court or other court of competent jurisdiction to seek redress of the grievance.

ARTICLE XVII SUMMER SCHOOL

1. Summer School Service shall be voluntary for an employee covered by this Agreement.
2. Employees covered by this Agreement serving during summer shall accrue one (1) day of sick leave credit for each 20-day service period, or any major fraction thereof. The sick leave credit described herein may be accrued to the next regular school year if not utilized during this period. Further, the sick leave accrued during the regular service period shall not be utilized during the summer period.
3. The hours of school-based service shall be structured, directed or modified by the immediate supervisor. Additionally, employees covered by this Agreement may be required to render reasonable hours of adjunct duties directly related to their assignment including but not limited to preplanning, program evaluation, staff meetings or open house.

Selection Procedure:

Selection of staff will be rotational with the district having discretion over selection in specialist areas and regular classroom assignments dependent upon the applicant pool and the availability of qualified teachers.

Article XVIII PEER ASSISTANCE PROGRAM

1. Purpose

1.1 The Peer Assistance Program allows exemplary teachers to assist permanent teachers in the areas of curriculum knowledge, instructional strategies, classroom management, and data analysis.

1.2 The extent of the Peer Assistance Program depends on whether the participating teacher is a volunteer teacher or a teacher who has received an unsatisfactory evaluation.

1.3 The program shall support teachers in the following priority: first, permanent teachers with an unsatisfactory evaluation and second, voluntary teachers who have received a “2” on a recent formal evaluation.

1.4 Voluntary teachers may utilize the Peer Assistance Program as budget permits with pre-approval from the principal.

2. Definitions

2.1 “Participating Teacher”

A unit member with permanent status, who either volunteers or is, required to participate in the program by a recent unsatisfactory annual evaluation and assistance plan.

2.2 “Peer Assistant”

A unit member who is an exemplary teacher meeting the requirements of sub section 4.1 who is selected by the PAR panel to provide assistance to participating teacher.

2.3 “Principal or Designee”

The certificated administrator appointed by the district to evaluate a certificated teacher.

2.4 “Selection Process”

The Assistant Superintendent of Instruction is notified of a participating teacher. Two or more district teachers within the participating teacher’s grade level who qualify under section 4.1 are contacted for interest in being a peer assistant. A PAR Panel is assembled to vote on the list of selected peer assistants. The approved list of teachers is provided to the participating teacher to choose the peer assistant.

2.5 “Peer Assistance Panel”

A panel will be comprised of three appointed representatives of SSDTA to include at least one member of the negotiation team, the Assistant Superintendent of Instruction, and Director of Personnel/Pupil Services in order to oversee and evaluate the program, select the peer assistant, review logs, and inform Trustees of process.

3. Program Outline

3.1 For Participating Teachers With An Unsatisfactory Evaluation

3.1.1 Any permanent teacher with an unsatisfactory annual evaluation must participate in the program.

3.1.2 The participating teacher with an unsatisfactory evaluation and the principal must review the recent unsatisfactory evaluation and the assistance plan to address the area(s) of concern.

3.1.3 This assistance plan shall be written, aligned with student learning, clearly stated and consistent with Education Code Section 44662. This plan shall be considered as the performance goals required in Education Code Sections 44664 (a) and 44500 (b) (2).

3.1.4 The selection process (2.4) will be used to choose a peer assistant.

3.1.5 The principal and the peer assistant assigned to the participating teacher shall meet

and discuss the recommended areas of improvement outlined in the plan and the types of assistance that should be provided to the participating teacher.

3.1.6 The peer assistant and the evaluating principal are expected to establish a cooperative relationship and shall coordinate and align assistance provided to the participating teacher.

3.1.7 The peer assistant and the participating teacher shall meet to discuss the assistance plan. After that meeting, the peer assistant will provide assistance and direction set forth in Section 4.3.

3.1.8 Each month, the peer assistant and participating teacher shall prepare a written report. The written log will document the teacher's participation in the program and the peer assistant's support. It will consist of dates/times used to meet, observe, collaborate, goals addressed, and a description of support provided. This log will be submitted to the principal monthly.

3.1.9 The district has the right to determine whether the participating teacher has been able to demonstrate satisfactory improvement.

3.1.10 The peer assistant may conduct at least one observation of the participating teacher with the principal.

3.1.11 The monthly logs, as defined in section 3.1.7 above, shall be made available to the district for placement in the participating teacher's personnel file if referenced by the principal in the annual evaluation.

3.2 For Participating Teachers who have volunteered for the program

3.2.1 Any permanent teacher with at least one "2" on an annual evaluation may choose to participate in the Peer Assistance Program.

3.2.2 The participating teacher must submit a plan to the principal outlining the area(s) to be addressed with assistance. The principal may approve or not approve the plan as budget permits or based on priority of school/teacher needs.

3.2.3 This assistance plan shall be written, aligned with student learning, address the area in question on the annual evaluation, and be clearly stated. This plan shall be considered in the performance objectives.

3.2.4 If the plan is approved, the selection process will take place to choose a peer assistant.

3.2.5 The principal and the peer assistant assigned to the participating teacher shall meet and discuss the recommended areas of improvement outlined in the plan and the types of assistance that should be provided to the participating teacher.

3.2.6 The peer assistant and the evaluating principal are expected to establish a cooperative relationship and shall coordinate and align assistance provided to the participating teacher.

3.2.7 The peer assistant and the participating teacher shall meet to discuss the assistance plan. After that meeting, the peer assistant will provide assistance and direction set forth in Section 4.3.

3.2.8 Each month, the peer assistant and participating teacher shall prepare a written report. The written log will document the teacher's participation in the program and the peer assistant's support. It will consist of dates/times used to meet, observe, collaborate, goals addressed, and a description of support provided. This log will be submitted to the principal monthly.

3.2.9 The district has the right to determine whether the participating teacher has been able to demonstrate satisfactory improvement.

3.2.10 The peer assistant may conduct at least one observation of the participating teacher with the principal.

3.2.11 The monthly logs, as defined in section 3.2.7 above, shall be made available to the district for placement in the participating teacher's personnel file if referenced by the principal

in the annual evaluation.

4. Peer Assistant

4.1 Minimum qualifications for the peer assistant:

- A credentialed tenured classroom teacher with permanent status and at least three years of recent teaching experience in the Sulphur Springs Union School District.
 - Demonstrates teaching ability through exemplary formal evaluations.
 - Possesses effective communication skills.
 - Knowledgeable and committed to district curricular goals and standards.
 - Master of a range of instructional strategies necessary to meet all students' needs.
 - Possesses and demonstrates an understanding of the California Standards for the

Teaching Profession.

- Possesses expertise in curriculum areas.
- Possesses classroom management and organizational skills.
- Ability to effectively teach special populations such as EL, GATE, and/or At Risk students.
 - Ability to work cooperatively, confidentially and effectively with other teachers and administrators.

- Demonstrates effective leadership skills.

4.2 The peer assistant's term will be for one school year.

4.3 The peer assistant's responsibilities shall include the following:

- Provide assistance to participating teachers in areas of curriculum knowledge, instructional strategies, classroom management, and data analysis.
 - Provide consultative assistance to improve in the specific areas targeted by the assistance plan.
 - Meet and consult with the principal or designee regarding the nature of the assistance being provided.
 - Observe the participating teacher during classroom instruction.
 - Model lessons for the participating teacher.
 - Attend trainings as needed/available with participating teacher for professional growth.
 - Complete necessary logs.

5. Compensation and Release Time

5.1 Peer Assistant Working With A Participating Teacher With An Unsatisfactory Evaluation

5.1.1 The peer assistant shall receive a stipend totaling \$2000 per year made payable in two increments.

5.1.2 Both, the peer assistant and the participating teacher, will be provided with up to seven (7) days of release time each during the year while participating in this program.

5.2 Peer Assistant Working With A Participating Teacher Who Volunteers

5.2.1 Up to \$2000 may be used for release days, extra duty pay, or conferences/workshops listed in the agreed upon assistance plan.

6. Other Provisions

6.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government code Section 3540.1 (g) and (m).

6.2 Unit members who perform functions as a peer assistant under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

6.3 Records

6.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et. seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

6.3.2 All parts of the selection process for the peer assistant will be treated as confidential and will not be disclosed except as required by law.

6.3.3 All documents for the Peer Assistant Program will be filed by the personnel office separately from the individual personnel records except as set forth in 3.1.11 above.

ARTICLE XIX Personnel Files

Unit members have the right to inspect personnel records pursuant to Section 1198.5 of the Labor Code. The review shall take place during normal business hours.

- 1) Information of a derogatory nature shall not be entered into a unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment on that information. The unit member may have attached to any derogatory statement his or her own comments.
- 2) The unit member shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.

ARTICLE XX Complaints

The Governing Board and District administration place trust in its unit members and desire to support their actions. However, in the event that a complaint is filed against a unit member, the following procedures shall be followed.

A. Presentation and Processing of Complaints

1. A good faith effort shall be made to resolve a complaint at the earliest possible stage. The complainant shall be encouraged to communicate directly to the unit member in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the unit member, the incident which is the basis for the complaint should be reported to the administration within 30 days of the complainant's knowledge of the incident.
3. The administration shall encourage the complainant to place the complaint in writing.
4. A written complaint shall include:
 - a) The name of the complainant and the unit member involved.
 - b) A brief but specific summary of the complaint and the facts surrounding it.
 - c) A specific description of any prior attempt to discuss the complaint with the unit member and the failure to resolve the matter.
 - d) The complainant's desired resolution to the complaint.
5. In the event the complainant refuses to put his/her complaint in writing and the administration determines that the verbal complaint involves serious allegations that the District is obligated by law to investigate, the District shall meet with the unit

member within thirty (30) days to get his/her account of the issues raised in the complaint.

6. The District administration shall thoroughly investigate the allegations in the complaint by interviewing, to the extent practical, any witnesses identified by the complainant and unit member and other appropriate individuals, collecting relevant written data and meeting with the unit member to hear the unit member's version of events.
7. In the event that the administration determines that the complaint appears to have substance and if the investigating administrator, the unit member, or the complainant believes that a conference between the parties may resolve the matter, the administration will attempt to arrange a conference between the unit member, the complainant and the investigating administrator.
8. In the event that a complainant or the unit member refuses or fails to attend the conference, the administrator shall so note in any Administrative Report.

B. Administrative Incident Reports on Complaints

1. When the administrator investigating the complaint determines that the allegations are substantiated, the investigating administrator shall prepare an administrative incident report and notify the unit member prior to placing that report in the unit member's personnel file. The unit member may request a meeting to discuss the report.
2. If the investigating administrator determines that the complaint contains untrue or unsubstantiated charges, but also contains true and substantiated charges determined by the investigation, the investigating administrator shall summarize the substantiated portions of the complaint in an administrative incident report and shall notify the unit member prior to the placement of the report in the unit member's personnel file. The unit member may request a meeting to discuss the report.

C. Post-Administrative Incident Report Procedures

1. If the unit member or complainant disagrees with the administrative incident report he/she may request a meeting with the Superintendent or the Superintendent's designee.
2. If the unit member complainant is still dissatisfied after the meeting with the Superintendent or designee, either party may appeal to the Board of Trustees for a final decision.

ARTICLE XXI CONCERTED ACTIVITY

The Association will not engage in strikes, work stoppage, slow down, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, nor will the Association sanction any of the above during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. It is understood that in the event the Association violates this Agreement, the District shall be entitled to withdraw any rights, privileges or services from the Association provided for in this Agreement.

ARTICLE XXII CONCLUSION OF MEETING AND NEGOTIATION

During the **term** of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subjects or matters whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement.

ARTICLE XXIII TERM

This agreement shall remain in full force and effect from July 1, 2017 up to and including June 30, 2020. This agreement shall continue in effect year by year unless one of the parties notifies the other in writing no later than May 15 of each contract year of its request to modify or amend the agreement. Negotiations for the 2018/2019 and 2019/2020 school years shall be limited to salary, benefits, and two (2) articles for each party.

ATTACHMENT A

RECOGNITION AGREEMENT

The District recognizes the Sulphur Springs Teachers Association CTA/NEA as the exclusive representative for the purpose of the Rodda Act, (Government Code Section 3540, et seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following certificated positions: full time and part time classroom teachers, special education teachers, speech language pathologist, adapted physical education teacher, temporary contract teachers, and Teacher on Special Assignment; and excluding the following certificated positions: Day-to-day substitute teachers, Long-term substitute teachers, Unrepresented, School Psychologists, Educational Audiologist, Teaching Principal, Principal, Assistant Principal, Pupil Services Administrator, Program Coordinator of Special Education, Categorical Program Administrator, Director of Special Education, Director of Professional Development/Instructional Technology Categorical Support, Director of Personnel/Pupil Services, Assistant Superintendent of Business Services, Assistant Superintendent of Instructional Services, Assistant Superintendent of Personnel/Pupil Services, and Superintendent.

SULPHUR SPRINGS DISTRICT TEACHERS' ASSOCIATION CTA/NEA and the Board Representative agree that this unit is appropriate as specified above and that neither party will seek a clarification or amendment of the unit either as to the specific exclusion or the enumerated inclusions during the life of this negotiated agreement provided, however, that if any new certificated positions are created, the parties shall seek mutual agreement as to either inclusion or exclusion. Should mutual agreement not be reached, either party may request clarification from the Public Employment Relations Board, solely and exclusively for the newly created certificated positions.

DATED: November 2018

ATTACHMENT B

SULPHUR SPRINGS UNION SCHOOL DISTRICT
2018-2019 CERTIFICATED SALARY SCHEDULE
 Increase Effective: 7/01/2018
 Board Approval Date: 01/23/2019

Annual Rates

Revised 1/11/19
 024/SCH E(12)

1.00

YEARS/STEP	I	II	III	IV	V	VI	YEARS/STEP
1	\$44,026	\$44,026	\$44,026	\$46,483	\$48,907	\$51,357	1
2	\$44,026	\$44,026	\$46,483	\$48,907	\$51,357	\$53,810	2
3	\$44,026	\$46,483	\$48,907	\$51,357	\$53,810	\$56,232	3
4	\$46,483	\$48,907	\$51,357	\$53,810	\$56,232	\$58,695	4
5	\$48,907	\$51,357	\$53,810	\$56,232	\$58,695	\$61,148	5
6	\$51,357	\$53,810	\$56,232	\$58,695	\$61,148	\$63,568	6
7	\$53,810	\$56,232	\$58,695	\$61,148	\$63,568	\$66,028	7
8		\$58,695	\$61,148	\$63,568	\$66,028	\$68,487	8
9		\$61,148	\$63,568	\$66,028	\$68,487	\$70,913	9
10		\$63,568	\$66,028	\$68,487	\$70,913	\$73,373	10
11			\$68,487	\$70,913	\$73,373	\$77,035	11
12			\$70,913	\$73,373	\$77,035	\$79,496	12
13			\$74,795	\$77,245	\$79,695	\$82,145	13
14			\$75,945	\$78,395	\$80,845	\$83,295	14
15-17			\$77,095	\$79,545	\$81,995	\$84,445	15-17
18-20			\$78,245	\$80,695	\$83,145	\$85,595	18-20
21-23			\$79,395	\$81,845	\$84,295	\$86,745	21-23
24-26			\$80,545	\$82,995	\$85,445	\$87,895	24-26
27-29			\$81,695	\$84,145	\$86,595	\$89,045	27-29
30-UP			\$82,845	\$85,295	\$87,745	\$90,195	30-UP

UNITS/REQUIREMENTS

I BA to 29 UNITS	ASL:	\$ 500.00	(\$250 paid twice annually)
II BA + 30 or MA	Bilingual:	\$ 1,500.00	(\$750 paid twice annually)
III BA + 45 or MA + 15	Bilingual: Prior to 2000/2001-grandfathered	\$ 4,500.00	(\$2250 paid twice annually)
IV BA + 60 or MA + 30	Combination Classes:	\$ 1,000.00	(\$500 paid twice annually)
V BA + 75 or MA + 45	Combination Classes:	\$ 200.00	materials
VI BA + 90 or MA + 60	Committee Service/Extra Duty Pay:	\$ 32.00	
	Curriculum Coordinator:	\$ 1,700.00	(\$850 paid twice annually)
	Home Teaching:	\$ 32.00	
	LDS / CLAD/SB395:	\$ 500.00	(\$250 paid twice annually)
	Master Bonus:	\$ 1,500.00	(\$125 paid monthly)
	On Site Mentor:	\$ 500.00	(\$250 paid twice annually)
	Peer Assistant:	\$ 2,000.00	(\$1000 paid twice annually)
	Saturday Rate:	\$ 231.13	(C1/S1)
	SDC/APE	\$ 1,000.00	(\$500 paid twice annually)
	Severe Sp Ed:	\$ 2,000.00	(\$1000 paid twice annually)
	Speech:	\$ 1,500.00	(\$750 paid twice annually)
	Summer School/Extended Year	\$ 32.00	
Extended Year	Severe Sp Ed:	\$ 1,000.00	(\$1000 paid once annually)
Extended Year	Sp.Ed. Teacher w/Sp. Day class prior year	\$ 1,000.00	(\$1000 paid once annually)
Extended Year	DIS Staff	\$ 1,000.00	(\$1000 paid once annually)
Extended Year	Cred. G.E. Teacher(teach Sp.Ed-Sp.Day class ext. year)	\$ 500.00	(\$500 paid once annually)

SULPHUR SPRINGS UNION SCHOOL DISTRICT
2018-2019 LANGUAGE - SPEECH SPECIALIST
CERTIFICATED SALARY SCHEDULE
 Increase Effective: 7/01/2018
 Board Approval Date: 01/23/2019

Annual Rates
 Revised 1/11/2019
 024/SCH L(12)

YEARS/STEP	I	II	III	IV	V	VI	YEARS/STEP
1	\$48,428	\$48,428	\$48,428	\$51,132	\$53,797	\$56,492	1
2	\$48,428	\$48,428	\$51,132	\$53,797	\$56,492	\$59,191	2
3	\$48,428	\$51,132	\$53,797	\$56,492	\$59,191	\$61,855	3
4	\$51,132	\$53,797	\$56,492	\$59,191	\$61,855	\$64,565	4
5	\$53,797	\$56,492	\$59,191	\$61,855	\$64,565	\$67,263	5
6	\$56,492	\$59,191	\$61,855	\$64,565	\$67,263	\$69,926	6
7	\$59,191	\$61,855	\$64,565	\$67,263	\$69,926	\$72,629	7
8		\$64,565	\$67,263	\$69,926	\$72,629	\$75,335	8
9		\$67,263	\$69,926	\$72,629	\$75,335	\$78,004	9
10		\$69,926	\$72,629	\$75,335	\$78,004	\$80,710	10
11			\$75,335	\$78,004	\$80,710	\$84,739	11
12			\$78,004	\$80,710	\$84,739	\$87,445	12
13			\$82,713	\$85,163	\$87,613	\$90,063	13
14			\$83,863	\$86,313	\$88,763	\$91,213	14
15-17			\$85,013	\$87,463	\$89,913	\$92,363	15-17
18-20			\$86,163	\$88,613	\$91,063	\$93,513	18-20
21-23			\$87,313	\$89,763	\$92,213	\$94,663	21-23
24-26			\$88,463	\$90,913	\$93,363	\$95,813	24-26
27-29			\$89,613	\$92,063	\$94,513	\$96,963	27-29
30-UP			\$90,763	\$93,213	\$95,663	\$98,113	30-UP

UNITS/REQUIREMENTS	ASL:	
	Bilingual:	\$ 500.00 (\$250 paid twice annually)
	Bilingual:Prior to 2000/2001-grandfathered	\$1,500.00 (\$750 paid twice annually)
I BA to 29 UNITS	Combination Classes:	\$4,500.00 (\$2250 paid twice annually)
II BA + 30 or MA	Combination Classes:	\$1,000.00 (\$500 paid twice annually)
III BA + 45 or MA + 15	Committee Service/Extra Duty Pay:	\$ 200.00 materials
IV BA + 60 or MA + 30	Curriculum Coordinator:	\$ 32.00
V BA + 75 or MA + 45	Home Teaching:	\$1,700.00 (\$850 paid twice annually)
VI BA + 90 or MA + 60	LDS / CLAD/SB395:	\$ 32.00
	Master Bonus:	\$ 500.00 (\$250 paid twice annually)
	On Site Mentor:	\$1,500.00 (\$125 paid monthly)
	Peer Assistant:	\$ 500.00 (\$250 paid twice annually)
	Saturday Rate:	\$2,000.00 (\$1000 paid twice annually)
	SDC/APE	\$ 254.24 (C1/S1)
	Severe Sp Ed:	\$1,000.00 (\$500 paid twice annually)
	Speech:	\$2,000.00 (\$1000 paid twice annually)
	Summer School/Extended Year	\$1,500.00 (\$750 paid twice annually)
Extended Year	Severe Sp Ed:	\$ 32.00
Extended Year	Sp.Ed. Teacher w/Sp. Day class prior year	\$1,000.00 (\$1000 paid once annually)
Extended Year	DIS Staff	\$1,000.00 (\$1000 paid once annually)
Extended Year	Cred. G.E. Teacher(teach Sp.Ed-Sp.Day class ext. year)	\$ 500.00 (\$500 paid once annually)

ATTACHMENT C

Voluntary Benefits

The following are voluntary programs and are paid entirely by the employee through tenths payroll deductions. You can enroll or terminate coverage in most programs at any time. However, there are a few programs that are IRS regulated so enrollment/termination can only occur during open enrollment or in the case of a qualifying event. These IRS regulated programs include the Section 125 plan, cancer policy, and pre-tax life and accident insurance, all offered through American Fidelity.

Supplemental Life / AD&D / Cancer Insurance Plans

The employee may purchase supplemental group term life, accidental death and dismemberment and cancer insurance for self, spouse, and dependents. See individual carrier brochures for details. Premium is normally based on age of insured and insurance amount.

Supplemental Disability Insurance

The employee may purchase an income protection policy that would supplement the employee's income in the event of loss wages due to a disability. For more information, employee should contact carriers directly. Carrier information may be obtained from Payroll & Benefits Office.

Section 125

Section 125 is an IRS program that allows the employee to define pre-tax deductions for out of pocket costs related to health/welfare and day care expenses. An appointment can be scheduled with the program administrator through the Benefits Department to discuss the Section 125 plan and other benefits that may be offered with this program. Enrollment occurs once a year, during open enrollment only or at initial hiring. Annual limits for Dependent Care and Medical Reimbursement are set by the IRS. The plan year is from September 1, through August 31.

403 (B)/TSA (Tax Sheltered Annuities)

The employee may enroll in an IRS-regulated supplemental retirement plan by starting a 403(B)/TSA account. This allows the employee to defer taxes through salary reduction contributions. Program information and forms are available through the District's TPA (Third Party Administrator), Schools First Federal Credit Union, at (800) 462-8328 X4727 or their web site at www.schoolsfirstfcu.org.

Credit Union

There are three credit unions to choose from: First City, First Financial, and Schools First. If interested, employees should contact credit unions directly for information regarding their specific program. Enrollment forms are available through the Payroll & Benefits Office.

Pre-Paid Legal/Identity Theft Plan

The employee can enroll in the Pre-Paid Legal/Identity Theft Plan administered by Legal Shield. For more information on the program, employees should call Kandra King at (310) 466-6436.

Colonial Medical Bridge Plan

This plan helps provide a lump-sum benefit for a covered hospital confinement and a covered outpatient surgery to assist with costs that your medical plan may not cover. It pays one hospital confinement benefit per covered person per year. Coverage is available for you, your spouse and your dependent children.

ATTACHMENT F

Memorandum of Understanding Between the Sulphur Springs Union School District and the Sulphur Springs District Teachers Association CONCERNING JOB SHARING

The Sulphur Springs Union School District (SSUSD) and the Sulphur Springs District Teachers Association (SSDTA) agree to revise following procedures to pilot job share programs begun in the 1997/98 school year. This arrangement shall be for one year only and shall not be subject to the contractual grievance procedure related to this Memorandum of Understanding.

A. Number of Teams:

The District may authorize up to four (4) teacher teams at any school site with a student population of greater than 650 and two (2) teacher teams for sites less than 650 to share a full-time teaching assignment under the following terms and conditions. There will be a pool of four (4) positions available to schools in need of additional job sharing teams. No school shall have more than seven (7) job sharing teams.

B. Definitions:

1. Shared teaching assignments shall refer to two (2) teachers sharing one (1) full-time position. This shared assignment shall be for one year.
2. Shared teaching assignments must consist of at least one tenured teacher.
3. The working calendar of a shared assignment consists of 180 student days and 6 non-student days. The 180 student days shall be divided according to the working percentage agreed upon in the approved calendar. Both team members are required to work all 6 non-student days. Compensation for teachers for these non-student days is included in their salary percentage.

C. Procedures:

Shared teaching assignments will be filled only by teachers who have submitted a written proposal for shared teaching to the Superintendent or designee. The proposal must be received on or before April 1, prior to the year in which the shared teaching assignment will be requested. The proposal may be submitted simultaneously with a request for a year of unpaid leave, and neither request will prejudice the other. If one request is denied, the other will still be considered. Both teachers will be informed of the status of their proposal by June 1. Should one of the teachers in the job-share arrangement not be able to complete this year, the position will be assigned to a teacher on a rehire list or the vacancy will be posted. Should a suitable replacement not be found, the District may require the remaining partner to return to full-time teaching to fulfill the obligation that the two job-share teachers had agreed to provide. When a job-share agreement terminates, the two teachers may agree, with the approval of the principal, that one of them will assume the class assignment that they have been job sharing and the other shall take a voluntary transfer/reassignment.

D. Hours:

1. Both team members are required to work the one pre-service days required of full-time teachers. Teacher's pay for these pre-service days is included in their annual salary.

2. Both team members are required to work all regularly scheduled parent conference days. Pay for teachers on the two non-student parent conference days is included in their annual salary.
3. Both team members are required to work back to school night and open house with no compensation on the dates established by their school.
4. Both team members are required to divide other responsibilities associated with the teaching assignment, which occur outside of the regular workday subject to the approval of the principal. The percentage of the student instructional year (i.e., 180 days) that each team member will be responsible for must be contained within his or her proposal.
5. Both team members will be responsible for sharing all information pertaining to their mutual assignments including information from the staff meetings, and in-services.
6. Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service from each team member to be paid at the member's per diem rate.
7. Both team members must meet with the principal prior to June 1 to review the responsibilities of the assignment, and again prior to the opening of school to establish the exact working days and receive directions regarding attendance at staff and team meetings.
8. Both team members shall prepare report cards.
9. Both team members shall attend the three Professional Development Days. Teacher's pay for these three PDD days is included in their annual salary. The working calendar must be approved by the principal prior to the opening of school. No later than February 1st, a parent survey of satisfaction will be conducted. The survey is to be developed by the job share team with approval of the principal.

E. Salary Schedule, Placement and Credit:

1. Unit members will receive the percentage identified in their proposal of their annual salary.
2. Unit members of the shared assignment will receive one year's credit on the teacher's salary schedule if they complete seventy-five percent (75%) of their work year in that assignment.

F. Retirement:

Both unit members will receive the same percentage proposed of a year's credit toward the State Teachers Retirement System.

G. Seniority List:

Both unit members will maintain their place on the District seniority list.

H. Health and Welfare Benefits and Leaves:

1. Each unit member in the shared teaching assignment is entitled to the benefits package as defined in Article VI of the master agreement. In no case will a shared teaching assignment exceed the equivalent of benefits assigned for one FTE. The shared plan must include how these benefits will be addressed between the partners.
2. Leave provisions shall be prorated for unit members.

I. Renewal:

The District reserves the sole right to review the effectiveness of the shared positions, and to determine whether or not to continue them on a year-to-year basis. A unit member on a shared teaching assignment must notify the District by March 1st or the last working day prior to March 1st if he or she wishes to reapply for a similar shared teaching assignment for the upcoming school year.

J. Criteria:

The District will use the following criteria in consideration of job sharing requests:

1. Quality of previous service to the District.
2. Compatibility of teaching styles of the team members, as determined by the District.
3. The impact of the potential shared teaching assignment upon the school involved.
4. The needs and efficient operation of the District.
5. Unit member's additional credentials, tenure and competency.
6. Primary applicant must be tenured to apply for a shared teaching position.

February 2012

ATTACHMENT G

Memorandum of Understanding Between the Sulphur Springs Union School District and the Sulphur Springs District Teachers Association CONCERNING JOB SHARING

The Sulphur Springs Union School District (SSUSD) and the Sulphur Springs District Teachers Association (SSDTA) agree to the following procedures concerning job sharing. This agreement shall not be subject to the contractual grievance procedure related to this Memorandum of Understanding. Permanent teachers working in a job share arrangement during the 2013-2014 school will not be affected by the new guidelines of this MOU. They will continue to work under ATTACHMENT F of the Master Contract Agreement dated February 2012 until the end of their 2013-2014 job share arrangement.

A. Number of Teams:

The District may authorize up to four (2) teacher teams at any school site.

B. Definitions:

1. Shared teaching assignments shall refer to one tenured teacher requesting a 40% leave of absence and a 40% temporary teacher sharing one (1) full-time position. The tenured teacher requesting this leave of absence for a job share assignment must work 60% of the school year. This leave of absence and shared assignment shall be for one year.
2. Shared teaching requests for 40% Leave of Absence can only be made by a tenured teacher.
3. The working calendar of a shared assignment consists of 180 student days and 6 non-student days. The 180 student days shall be divided according to the working percentage agreed upon in the approved calendar. Both team members are required to work all 6 non-student days. Compensation for teachers for these non-student days is included in their salary percentage.
4. The tenured teacher on Leave of Absence must work Tuesdays for planning purposes.
5. If the site or the district hold Professional Training on a scheduled non-work day, both team members are required to attend the trainings and will be compensated for days if they are not part of the employees' salary already.

C. Procedures:

Shared teaching assignments will be filled only by teachers who have submitted a written proposal for shared teaching to the Superintendent or designee along with a 40% Leave of Absence Request. The proposal and request for leave must be received on or before April 1, prior to the year in which the shared teaching assignment will be requested. The proposal may be submitted simultaneously with a request for a year of unpaid leave, and neither request will prejudice the other. If one request is denied, the other will still be considered. The teachers will be informed of the status of their proposal by June 1.

D. Hours:

1. Both team members are required to work the one pre-service day required of full-time teachers. Teacher's pay for this pre-service day is included in their

- annual salary.
2. Both team members are required to work all regularly scheduled parent conference days. Pay for teachers on the two non-student parent conference days is included in their annual salary.
 3. Both team members are required to work back to school night and open house with no compensation on the dates established by their school.
 4. Both team members are required to divide other responsibilities associated with the teaching assignment, which occur outside of the regular workday subject to the approval of the principal. The percentage of the student instructional year (i.e., 180 days) that each team member will be responsible for must be contained within his or her proposal.
 5. Both team members will be responsible for sharing all information pertaining to their mutual assignments including information from the staff meetings, and in-services.
 6. Upon reasonable notice to the job sharing team, the principal may require up to two (2) additional days of service from each team member to be paid at the member's per diem rate.
 7. Both team members must meet with the principal to review the responsibilities of the assignment prior to the opening of school to establish the exact working days and receive directions regarding attendance at staff and team meetings. The tenured teacher requesting the Leave of Absence must be scheduled to work Tuesdays within their work year.
 8. Both team members shall prepare report cards.
 9. Both team members shall attend the three Professional Development Days. Teacher's pay for these three PDD days is included in their annual salary. The working calendar must be approved by the principal prior to the opening of school. No later than February 1st, a parent survey of satisfaction will be conducted. The survey is to be developed by the job share team with approval of the principal.

E. Salary Schedule, Placement and Credit:

1. Unit members will receive the percentage identified in their proposal of their annual salary.
2. Unit members of the shared assignment will receive one year's credit on the teacher salary schedule if they complete seventy-five percent (75%) of their work year in that assignment.

F. Retirement:

Unit member will receive the same percentage proposed of a year's credit toward the State Teachers Retirement System.

G. Seniority List:

Unit members will maintain their place on the District seniority list.

H. Health and Welfare Benefits and Leaves:

1. The tenured teacher working the 60% assignment will receive the health and welfare benefit package. Each unit member in the shared teaching assignment is entitled to the benefits package as defined in Article VI of the master agreement. In no case will a shared teaching assignment exceed the equivalent of benefits assigned for one FTE.
2. Leave provisions shall be prorated for unit member.

I. Renewal:

The District reserves the sole right to review the effectiveness of the shared positions. A unit member on a requested leave of absence in a shared teaching assignment must notify the District by March 1st or the last working day prior to March 1st if he or she wishes to reapply for another 40% leave of absence for the upcoming school year. A unit member is limited to 4 years of shared assignments during their employment with the Sulphur Springs School District.

J. Criteria:

The District will use the following criteria in consideration of job sharing requests:

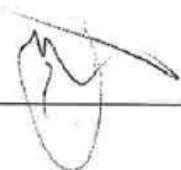
1. Quality of previous service to the District.
2. Compatibility of teaching styles of the team members, as determined by the District.
3. The impact of the potential shared teaching assignment upon the school involved.
4. The needs and efficient operation of the District.
5. Unit member's additional credentials, tenure and competency.
6. Applicant must be tenured to apply for a shared teaching position.

March 2014

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day indicated below.

DATE: November 15, 2018

FOR THE UNION:  _____ DATE: November 15, 2018

FOR THE DISTRICT:  _____ DATE: November 15, 2018