



SONORA UNION HIGH SCHOOL DISTRICT

Federation of Teachers Agreement

2012/13 – 2014/15

Ratified: October 16, 2012

TABLE OF CONTENTS

Article I	AGREEMENT	3
Article II	NEGOTIATING PROCEDURES	4
Article III	ORGANIZATIONAL SECURITY.....	5
Article IV	RIGHTS OF THE PARTIES	6
Article V	GRIEVANCE PROCEDURE.....	7
Article VI	THE WORK DAY/RESPONSIBILITIES	10
Article VII	EVALUATION PROCESS	13
Article VIII	TEACHER SUPPORT.....	17
Article IX	LEAVES	19
Article X	COMPENSATORY TIME	27
Article XI	CLASS SIZE.....	28
Article XII	BENEFITS.....	29
Article XIII	SALARIES AND REIMBURSEMENT.....	30
Article XIV	TRANSFERS AND REASSIGNMENT.....	34
Article XV	RETIREMENT PROGRAM.....	37
Article XVI	SAFETY	40
Article XVII	PERSONNEL FILES.....	41
Article XVIII	RESERVED.....	42
Article XIX	EMPLOYEE DISCIPLINE.....	43
Article XX	CONCERTED ACTIVITIES.....	45
Article XXI	ENTIRE AGREEMENT	46
Article XXII	RESERVED.....	47
Article XXIII	TERM OF AGREEMENT.....	48
Appendix A	SIDE LETTERS OF AGREEMENT	49
Appendix B	SALARY SCHEDULES.....	51

ARTICLE I

AGREEMENT

1.1 Parties to the Agreement

This agreement is entered into this 16th Day of October, 2012, between the Board of Education of the Sonora Union High School District, Tuolumne County, California, hereinafter called the "Board" or "District", and the Sonora Union High School District Federation of Teachers, CFT, AFT, hereinafter called "Federation". This agreement is entered into pursuant to Chapter 10.7 Section 3540-3549 of the Government Code. (EERA - Employer, Employee Relations Act).

1.2 Recognition

The Board recognizes the Federation as the sole and exclusive bargaining agent for all full-time and part-time certificated employees who do not have management assignments. Substitute certificated employees are not included.

The Federation, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act. The Federation further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager.

1.3 Interest Based Bargaining

The Federation and the District agree that the collective bargaining process can be facilitated by openness and flexibility. It is agreed that a process should be used that encourages participants to understand the interests of others, think creatively about options, and to make decisions that conform to accepted standards. In an effort to maintain a positive relationship based on trust, the Federation and District prefer to use an Interest-Based Bargaining model.

ARTICLE II

NEGOTIATING PROCEDURES

- 2.1 It is agreed by both parties that during the period of negotiations between the Federation and the Board, all proceedings shall be closed to the public.
- 2.2 It is agreed by both parties that agreement will be made at the end of each bargaining session on the agenda for the following bargaining session. The schedule for the date and time of the following meeting or meetings will also be agreed upon at that time.
- 2.3 Agreement reached by negotiations shall be subject to ratification by the Federation at the earliest opportunity subsequent to agreement, but in no case later than 15 days subsequent to the agreement.
- 2.4 The Board and Federation agree that the persons acting as chief negotiators for the respective parties shall carry the full authority of the respective party and shall be authorized to reach agreements.

ARTICLE III

ORGANIZATIONAL SECURITY

- 3.1 Each member of the bargaining unit shall, as a condition of employment, maintain his/her Federation membership in good standing for the duration of the written agreement, or join the Federation, pay to the Federation a service fee equal to the standard initiation fee, period dues, and general assessments of the Federation. The amount of the fee shall not exceed the dues that are payable by members of the employee organization, and shall cover the cost of negotiation, contract administration, and other activities of the employee organization that are related to its functions as the exclusive bargaining representative. Those who choose not to become members of the Federation shall have deducted from their salary warrant the amount due for each month of the school year beginning in September and concluding with their last pay check for each school year. The Federation shall notify the district of the appropriate amounts and any changes thereto in writing. In no event shall the amount of such fee exceed the amount of dues, initiation fees, or regular assessments of the Federation members. Teachers who are employed half time or less and are paid on the teachers salary schedule, or on the hourly salary schedule, shall pay one half the allotted fee in the manner described above. The Federation shall submit all necessary forms and information to the payroll office. The District shall remit the appropriate amount deducted to the Federation every month. By mutual agreement with the Federation, any teacher who, because of religious beliefs and affiliations cannot pay fees to a union may contribute to the Federation Scholarship Fund, the Student Assistance League or a charity of his/her choice with mutual agreement of the Federation.

ARTICLE IV

RIGHTS OF THE PARTIES

- 4.1 The parties will make available to each other non-confidential information which is necessary in connection with negotiations upon written request from the other party.
- 4.2 The Federation shall have a right to access employees before school, during breaks and lunch periods, and after school, not to interfere with class assignments or assigned duty.
- 4.3 District shall provide the Federation with a copy of the school board agenda documents to which the public would have access or inspection rights under the provisions of the Public Records Act. Such documents shall be made available at the time and in the same manner as they are made available to the Board.
- 4.4 Upon request, the designated representatives of the parties shall be provided with all necessary information from the other party that is non-confidential by law and which is necessary in connection with the review of matters relating to employee/employer relations. The exercise of this right shall not be arbitrary or capricious. After request has been made, materials will be transmitted during the normal hours that the district administrative offices are open.
- 4.5 The Federation shall provide the District with a current list of authorized representatives of the Federation. Changes in representatives shall be provided to the District.
- 4.6 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the operations of the District to the full extent of the law. Included in (but not limited to) those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the initial times and hours of operation; determine the kinds and levels of services to be provided and the method and means of providing them, including the use of independent contractors and the subcontracting out of work; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; build, move, or modify facilities; establish budget procedures and determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law. The Federation and the District recognize that under governing law, only certain specific subjects may be the subject of bargaining and controlled by the collective bargaining agreement.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the express and specific provisions of this agreement. (A grievance should not be confused with a "complaint," which is dissatisfaction or discontent with working conditions or personal circumstances within the district that lie beyond this collective bargaining agreement. Steps to resolve a complaint are outlined in the Faculty Handbook.)
- 5.1.2 A "grievant" may be the Federation or any certificated non-management employee of the district covered by the terms of this agreement.
- 5.1.3 A "day" is any day in which the district administrative offices are open for business.
- 5.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

5.2 Processing of Grievance:

- 5.2.1 Level I - Informal Level: Prior to filing a formal written grievance, grievant shall attempt to settle the dispute by an informal conference with his/her immediate supervisor, who, may convene an advisory committee to resolve the concern.
- 5.2.2 Level II – Formal Written Grievance: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the appropriate supervisor (site principal or superintendent).
 - 5.2.2.1 The grievant's statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this agreement that is alleged to have been violated, the decision rendered at the informal level, and the specific remedies sought.
 - 5.2.2.2 The supervisor or his/her designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance.
 - 5.2.2.3 Nothing in the above language shall preclude the parties from meeting to clarify or resolve the issue(s) within the Level II timeline.
- 5.2.3 Level III – Interest Based Resolution Team (IBRT): If the grievant is not satisfied with the decision at Level II, the unit member shall have ten (10) days to refer the grievance in writing to the Superintendent and Federation President or designees who shall mutually convene an Interest Based Resolution Team (IBRT).
 - 5.2.3.1 The IBRT shall consist of seven (7) members: the grievant, the supervisor who rendered the Level II decision, two (2) representatives from the certificated unit (other than the grievant), two (2) representatives from the certificated management unit (other than the supervisor who rendered the Level II decision), and an impartial facilitator. Superintendent and Federation

President (or designees) shall select their own representatives and notify each other prior to the IBRT meeting. IBRT members should be trained in the IBN process.

- 5.2.3.2 The IBRT shall meet within ten (10) days and use interest-based resolution techniques to craft a resolution of the grievance. If multiple meetings are necessary, every effort will be made to complete the entire process within an additional ten (10) days.
- 5.2.3.3 The purpose of the IBRT is to examine information, identify interests and help the grievant and supervisor to resolve the issue at this level. Both parties may present witnesses and evidence.
- 5.2.3.4 Within five (5) days of the last meeting, the facilitator, on behalf of the entire IBRT, will submit a resolution or impasse report on the grievance to the Superintendent and Federation President.
- 5.2.3.5 Use of the IBRT process may be modified or waived at the request of the grievant if the Superintendent and Federation President mutually agree.
- 5.2.3.6 In lieu of the IBRT process, the grievant may request a traditional mediation process. Upon receipt of the written request for mediation, the parties shall request the services of a mediator from the State Mediation/Conciliation Service. The mediator shall attempt to resolve the grievance by exploring settlement options with the parties, although such settlement options shall not be binding on the parties. It is the intent of the parties that the services of the mediator be secured from the State Mediation/Conciliation Service without cost. In the event there is a cost for the mediator, the parties shall discuss alternative options for receiving the services of a mediator.

5.2.4 Level IV – Advisory Arbitration: If the grievance is not resolved at Level III, the grievant may request, within five (5) days of the Level III written report, that the matter proceed to a hearing before an arbitrator.

- 5.2.4.1 If the grievant elects to proceed to advisory arbitration, the Superintendent shall request a list of arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list from the Service, representatives for the District and the grievant shall meet and mutually select an arbitrator.
- 5.2.4.2 The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. The parties shall mutually agree upon the time and location of the hearing.
- 5.2.4.3 Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. Unless the parties mutually agree to pay for the cost of a court reporter, the party who requests the presence of a court reporter shall pay for the court recorder. Each party shall be responsible for the costs of any transcripts following the hearing.
- 5.2.4.4 The arbitrator shall render a recommendation for resolution on the issue(s) within thirty (30) days of the close of hearings. Following the issuance of the arbitrator's written recommendation, the parties shall be bound by that

recommendation unless one party notifies the other, in writing, within ten (10) days of the date of the written recommendation, that it will not be bound by the arbitrator's recommendation for resolution.

5.2.5 Level V – Appeal to the Board of Trustees: If either party rejects the resolution recommended by the arbitrator the matter is referred to the Board of Trustees.

5.2.5.1 All pertinent material regarding the grievance will be provided to the Board of Trustees, including the arbitrator's recommendation for resolution. The unit member may choose to have the grievance heard in either open or closed session.

5.2.5.2 The Board of Trustees shall use standard rules of evidence for this Hearing.

5.2.5.3 Specific procedures shall be developed and communicated to both parties 7 days prior to the hearing. Objections to the procedures must be submitted to the Board of Trustees for consideration prior to the date of the hearing. If necessary, representatives for the Board of Trustees, the District and the Federation/grievant shall meet to decide on acceptable procedures.

5.2.5.4 The Board of Trustees shall consider the grievance and render a decision within thirty (30) days.

5.2.5.5 If the Board of Trustees determines the matter is remedied and a final result is achieved, the process will be considered concluded.

5.2.5.6 In the event that the Board of Trustees rejects the recommendation of the arbitrator, the district assumes all costs of the arbitration process.

5.3 Miscellaneous Provisions:

5.3.1 Time limits specified in the grievance procedure may be waived by mutual written consent of the grievant, the Federation, and the district. Failure to submit the grievance at any level in accordance with the time limits set forth below (unless waived by both parties) shall constitute abandonment of the grievance. Failure by the District to submit a written reply within the specified time at any step shall permit the grievant to proceed immediately to the next grievance level.

5.3.2 All records of the grievance shall be filed by the district office separately from the personnel files of the grievant.

5.3.3 No decision rendered by the Board shall be retroactive beyond the beginning of the last payroll period prior to the fifteen (15) day period specified in Level II of the grievance procedure.

5.3.4 If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District.

5.3.5 Both parties shall have the right to be assisted by a representative at all levels of the grievance procedures and in all meetings related to the grievance.

ARTICLE VI

THE WORK DAY/RESPONSIBILITIES

6.1 General Responsibilities

- 6.1.1 Unit members employed by the District work at the direction of the site principal or designee, or other appropriate administrative supervisor as determined by the District.
- 6.1.2 Unit members are responsible within the resources available for planning, implementing, monitoring, and assessing a classroom instructional program:
 - a. Which is consistent with the current philosophy of the district and state standards.
 - b. Which pursues the goals for instruction and total student development adopted by the Board of Education;
 - c. Which reflects the specific goals for a school as adopted by the principal in consultation with school staff and district administration; and
 - d. Which pursues specific objectives, developed by the teacher and approved by the principal, based on assessment of student needs in relation to the school and district goals.
 - e. Which is consistent with the development and implementation of curriculum and assessments.
- 6.1.3 Unit members have a responsibility to supervise students throughout the school day, including co-curricular and extra-curricular programs.
- 6.1.4 Unit members are responsible for regular communication with parents to keep them aware of the goals and objectives of the instructional program for their students and the progress of the individual students in pursuit of the class objectives.
 - a. Each teacher shall provide parents with objective evidence of his/her student's progress at each grading period.
 - b. Parents of students who are doing unsatisfactory work, or failing to meet other expectations of the teacher, are to be notified when that condition becomes apparent to the teacher. Unit members should make every reasonable effort to get parent support and involvement to find a way to remedy the student's problem.
 - c. No student should be assigned a failing grade if parents have not been alerted to the problem(s) in advance. If unusual circumstances did not allow for such

notification, the failing grade must be approved by the principal and the circumstances reported to the parent.

- 6.1.5 Curriculum/Instructional Communication: It is the responsibility of the teacher to communicate the curriculum and instructional plans and objectives to the students and to the parents.
- a. Each teacher will provide to each parent a written description of the course, the expectations of students (homework patterns, projects, laboratory exercises, field trips, etc.) and other pertinent information so that parents can monitor their children's performance relating to the teacher's expectations.
 - b. This communication is to be approved by the principal.

6.2 Instructional Responsibilities

- 6.2.1 The work year for classroom teachers and the librarian shall be 183 days each year. The work year for counselors and the Athletic Director shall be 190 days. The work year for the Agriculture teachers shall be 205 days. The work day for teachers will include five (5) instructional periods and one (1) preparation period. Unit members shall work a school day of 450 minutes (7 1/2 hours) arriving at school at least 15 minutes before the scheduled start time. The principal will schedule a thirty-five minute duty-free lunch break and a ten-minute nutrition break.

Staff is expected to be at school at their regular time; if unsafe to drive and staff arrives by the time the instructional day begins there is no need to submit for personal necessity. Personal Necessity will be submitted if staff arrives after the instructional day begins or do not come to work at all.

- 6.2.2 All school committee meetings and staff meetings called by the principal or his/her designee and department meetings held immediately before or after the normal work hours are considered to be part of the normal day. No such meeting shall begin prior to 7:30 a.m. or conclude after 4:30 p.m., without prior agreement between the administration and Federation.
- 6.2.3 Unit members shall also attend such additional meetings as may be required by school officials.
- 6.2.4 Site specific adjunct duty assignments shall be filled by unit members at the first faculty meeting of the school year. Any duties which remain unfilled by unit members shall be assigned by a site administrator. The site administrator shall make every effort to assign adjunct duties in a fair and equitable manner.

All teachers at Sonora High School are required to perform adjunct duties from the following options:

Class advisor, or;

Sponsor of two clubs, or;

Sponsor one club and supervise two athletic events and/or dances, or;

Supervise four athletic events and/or dances.

Note: Supervising a dance is equal to supervising two athletic events.

6.2.5 All dance duties are voluntary with the exception of the Junior-Senior Prom and dances sponsored by the Freshmen, Sophomore, Junior, or Senior classes, where the Class Advisor or designee shall be on duty.

6.3 Each spring, and within 10 days of the end of the school year, academic departments will recommend to the site principal the department chair selection for the next school year. The recommendation will come from popular vote by the department. The site principal will make the final recommendation to the Board of Trustees.

All other positions that carry a paid stipend (e.g. Academic Decathlon, Link Crew Advisor, Renaissance Advisor, Senior Exit Project, APEX teacher, Tech Coaches) will be posted with letters of interest due before the last day of school. Selection will be made by the site principal based on experience and interviews if needed.

ARTICLE VII

EVALUATION PROCESS

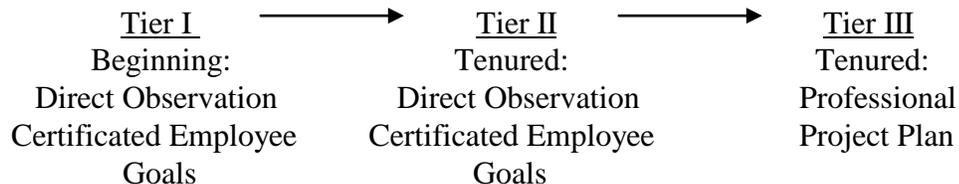
7.1 Intent of Process

The intent of the evaluation process is to improve instruction and the overall quality of education in the District through professional growth of staff. Because professionals grow and learn in different ways, the Sonora Union High School District evaluation system is based on a three-tiered structure. The evaluation process, shall utilize uniform procedures within each of the following identified tiers:

Tier I: For staff members who are new to the profession or new to the District. All staff members who are probationary or temporary are in Tier I.

Tier II: For staff members who have earned tenure with the District.

Tier III: For those tenured staff members who have demonstrated proficiency on all of the identified evaluation criteria and who wish to participate in the development and implementation of a Professional Project Plan.



7.2 Frequency

Certificated employees with permanent status who have been employed at least ten (10) years with the school district and are highly qualified, as defined in 20 U.S.C. Sec. 7801 (ESEA), may opt to be evaluated at least every five (5) years if the certificated employee and the principal/designee consent to this schedule. To be eligible for this five year cycle, the employee's most recent evaluation must indicate:

- proficiency in all six categories (Tier II) or
- satisfactory completion of an acceptable project (Tier III).

The certificated employee or the principal/designee may withdraw consent at any time.

7.3 Criteria

The District shall evaluate and assess employee competence as it relates to Education Code Sections 44660-44665 and the *California Standards for the Teaching Profession* in the following general areas:

- 7.3.1 CSTP Standard 1: Engaging and Supporting All Students in Learning;
- 7.3.2 CSTP Standard 2: Creating and Maintaining Effective Environments for Student Learning;
- 7.3.3 CSTP Standard 3: Understanding and Organizing Subject Matter for Student Learning;
- 7.3.4 CSTP Standard 4: Planning Instruction and Designing Learning Experiences for All Students;
- 7.3.5 CSTP Standard 5: Assessing Students for Learning; and
- 7.3.6 CSTP Standard 6: Developing as a Professional Educator.

The evaluation and assessment of a certificated employee's competence, pursuant to this section, shall not include the use of publisher's norms established by standardized tests.

7.4 Evaluation Procedures

- 7.4.1 Staff Evaluation Meeting: The principal or his/her designee shall conduct a general meeting within the first fifteen (15) workdays of the school year for all certificated employees scheduled to be evaluated. During the course of this meeting, each evaluatee shall 1) receive information about overall evaluation procedures and 2) be notified of the name of his/her evaluator.

For Tier I and Tier II:

- 7.4.2 Certificated Employee Goals: The evaluatee shall submit the Certificated Employee Goals to his/her evaluator for approval within the first thirty (30) workdays of the evaluation year. The evaluator and the evaluatee shall meet within the first forty-five (45) workdays to discuss the goals. The Certificated Employee Goals must be formally approved within the first sixty (60) workdays. During the year, these goals may be revised by mutual agreement at any point in time.
- 7.4.3 Initial Meeting with the Evaluator: The evaluator and the evaluatee shall meet to discuss the following:
 - a) Certificated Employee Goals to be achieved during the evaluation period;
 - b) Techniques for assessing whether the identified goals have been achieved;
 - c) Standards of performance;
 - d) Techniques for assessing standards of performance including such strategies as formal and informal observations, other documented reports or records, and conferences.

7.4.4 Observations and Observation Conferences: A formal observation shall be at least twenty (20) minutes in length and documented on the appropriate form. The evaluatee will be given a copy of each completed report, and participate in a post-observation conference within ten (10) workdays of the formal observation. This timeline may be extended by mutual agreement.

7.4.4.1 Certificated employees in Tier I shall be formally observed at least twice during the evaluation year. The first formal observation/conference will be held within the first forty-five (45) workdays of the school year. The date and time of the first formal observation shall be agreed upon by the evaluator and the evaluatee. The second formal observation/conference will be held by February 15.

7.4.4.2 Certificated employees in Tier II shall be formally observed at least once during the evaluation year, prior to the distribution of the Summary Evaluation Report.

The evaluator may conduct informal observations of any duration at any time.

For Tier III:

7.4.5 Professional Project Plan: Evaluatees who have achieved tenured status and demonstrated proficiency on all of the identified evaluation criteria shall be eligible to participate in the Tier III Professional Project Plan process. Evaluatees may work individually or in teams. The evaluatee(s) interested in the process shall submit a Tier III Program Application to the evaluator within the first thirty (30) workdays. If the site principal approves the Application, the evaluatee(s) shall submit the proposed Professional Project Plan to the evaluator within the first forty-five (45) workdays of the evaluation year. All Professional Project Plans must be approved by the site principal. The proposed Professional Project Plan may be one, two, or three years in duration. This Professional Project Plan may be revised by mutual agreement at any point in time.

7.4.6 Initial Meeting with the Evaluator: The evaluator and the evaluatee(s) shall meet within the first forty-five (45) workdays of the school year to discuss the following:

- a) Objectives of Professional Project Plan to be achieved during the evaluation period;
- b) Techniques for assessing whether the identified components of the Professional Project Plan have been achieved; and
- c) A system or timeline for reporting progress on the agreed-upon Professional Project Plan components.

- 7.4.7 Formal Approval: The Professional Project Plan must be formally approved within the first sixty (60) workdays. If mutual agreement is not reached within the first sixty (60) workdays, the evaluatee(s) shall follow the evaluation procedures delineated for Tier II participants.
- 7.4.8 Multiple-year Professional Project Plans: An evaluation cycle for evaluatees participating in Tier III shall be defined according to the duration of the Professional Project Plan. Tier III participants will not be evaluated in the year following the successful completion of a Professional Project Plan.

The evaluator may conduct informal observations of any duration at any time.

7.5 Summary Evaluation Report

No later than thirty (30) calendar days prior to the end of the school year, the Summary Evaluation Report shall be completed and given to the evaluatee. The summary evaluation conference shall take place as soon as possible after distribution of the Summary Evaluation Report.

7.6 Signatures and Attachments

The observation and evaluation documents shall be signed by the evaluatee and the evaluator. The evaluatee's signature does not necessarily signify agreement with the findings in the report. The evaluatee may, within ten (10) workdays following the observation or evaluation conference, write a response and have it date-stamped, attached to the observation or evaluation report, and placed in his/her Personnel File.

7.7 Remedial Action Plan

A Remedial Action Plan will be written when there is a final determination of needs improvement or unsatisfactory, or when the evaluator determines that deficiencies or weaknesses cited on an observation report may lead to an unsatisfactory evaluation. This plan shall be developed and signed by both parties within five (5) workdays from the date of the conference. The five-day period may be extended by mutual consent.

Needs improvement or unsatisfactory will result in a remediation plan.

A final rating of "Unsatisfactory" will result in a referral to a program of assistance.

A final rating of "Needs Improvement" rating may result in a referral a program of assistance.

The Remedial Action Plan shall be attached to the observation/evaluation report and shall contain:

- a. Areas where improvement is needed;

- b. Specific suggestions for improvement of deficiencies cited;
- c. Specific plans of the evaluator to provide personal and resource assistance in a reasonable effort to help the teacher improve; and
- d. Techniques for the assessment of improvement.

7.8 Representation at Observation/Evaluation Conferences

Prior to any conference that may result in a Remedial Action Plan, the evaluator shall notify the evaluatee of his/her right to representation.

7.9 Derogatory Information

The District will not base an evaluation of an employee on derogatory information regarding the employee from parents, students, other employees or members of the public unless or until the employee has been provided such information in writing and given an opportunity to comment thereon. The written information provided to the employee for comment will include notice of the employee's right to comment. The written information and the employee's comment, if any, will be placed in the employee's personnel file.

ARTICLE VIII

TEACHER SUPPORT

8.0 Purpose

8.1 Program Components: There shall be a New Teacher Support Program for all classroom teachers new to the profession and the District.

8.1.1 New Teacher Support Program -This component shall provide assistance to first-year teachers who are not participating in the BTSA Program including intern teachers.

8.1.2 Beginning Teacher Support and Assessment Program (BTSA) -This component of New Teacher Support shall provide assistance to eligible first and second-year teachers.

8.2 New Teacher Support Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or unprofessional conduct (Ed Code 44422).

8.3 New Teacher Support Providers shall be selected by a selection committee composed of at least three members. The Committee shall be a 2/3 Teacher / SHFT and 1/3 Administrator. The selection committee will be approved by the Superintendent.

8.4 Job performance of New Teacher Support Providers is subject to annual review by the site principal and superintendent. This review shall not be made part of the New Teacher Support Providers personnel file except upon written request of the New Teacher Support Provider.

8.5 Length of Term: New Teacher Support Providers will serve an annual term, based on satisfactory annual review of documentation by the site principal and superintendent. New Teacher Support Providers may reapply for consecutive terms.

8.6 Compensation:

8.6.1 Refer to the salary schedule for both New Teacher Support Providers and BTSA.

8.7 Release time will be given as needed for training, observations, and meetings which are required by the New Teacher Support Programs. Release time for a New Teacher Support Provider will be arranged in consultation with the site administrator(s).

8.8 If an experienced, permanent teacher seeks additional support and guidance to improve practice, he/she may request to participate in the non-BTSA teacher support. The site principal and SHFT President and/or Department Chair will mutually agree on a plan of support.

- 8.9 A final evaluation rating of “Needs Improvement” may result in a referral to a program of assistance.
- 8.10 A final evaluation rating of “Unsatisfactory” will result in a referral to a program of assistance.

ARTICLE IX

LEAVES

For the purpose of this article, immediate family is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, step-parent, step-child, step-brother, step-sister, foster parent, foster child, aunt, uncle, niece or nephew or any relative living in the immediate household of the employee unless otherwise defined.

9.1 Sick Leave

9.1.1 Every certificated employee shall be entitled to ten (10) days of paid sick leave per contract year of employment.

a. Unused sick leave shall accrue from school year to year.

b. The District will provide to each certificated employee at the beginning of each school year a notice of accrued sick leave plus additional days for the ensuing school year.

9.1.2 A certificated employee may use his/her credited sick leave at any time during the school year (Education Code 44978, 44979, and 44980).

9.1.3 Teachers shall inform the person who arranges substitutes of an illness in time for a substitute to be obtained. Except in extreme emergency, lesson plans will be provided for the substitute teacher.

9.1.4 After consecutive illness of five days or more, or in the case of suspected mis-use of sick leave, a release or verification of illness from a doctor may be required upon request by the administration.

9.2 Industrial Accident/Illness Leave (60 days)

9.2.1 An "industrial accident or illness" means any injury or illness whose cause can be traced to the performance of services for the District.

9.2.2 The total of the certificated employee's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

9.2.3 A certificated employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. The District has the right to determine fitness to return to work based upon a statement from a certificated employee-selected physician.

9.2.4 The board's report of an industrial accident or illness shall be kept on file in the

District Office. An industrial illness or accident shall be reported to the District Office within 24-hours of occurrence.

9.2.5 The benefits provided in this section are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of each certificated employee who is absent as a result of an industrial accident or illness (Education Code 44984).

9.2.6 The employee shall endorse all compensation checks to the District during the period of industrial leave.

9.3 Maternity Leave (sub-deduct after sick leave exhausted)

9.3.1. The District shall provide for a leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the certificated employee shall resume duties, shall be determined by the certificated employee and the certificated employee's physician. A letter verifying the length of the temporary disability shall be signed by the employee and the employee's physician and filed in the District Personnel Office. Disabilities caused or contributed to by pregnancy, miscarriage, and childbirth are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or disability insurance or sick leave plan available in connection with employment by the District.

9.3.2 Leave granted for pregnancy shall not constitute a break in continuity of service required for classification as a permanent employee. No unpaid leave after the first year shall be credited for the purpose of attaining tenure or salary increases.

9.3.3 Upon return to work, the certificated employee shall be reassigned her former position provided the position she occupied at the onset of her leave still exists. Should said position no longer exist, she shall be reassigned as nearly as practical to the position which she held at the commencement of the leave.

9.3.4 The District shall continue to provide and pay premiums for all insurance programs while the teacher is on approved maternity leave of absence but not during any extensions thereof. The employee may exercise the option to continue these premiums.

9.3.5 An employee may request an extension of the maternity leave for child rearing purposes. The decision to grant such a leave will be contingent upon the district's ability to secure a suitable replacement.

9.4 Paternity Leave

9.4.1 Personal necessity leave of up to five (5) days may be used during childbirth and recovery. Up to three (3) additional days of sick leave may be granted in the event of complications related to miscarriage, childbirth, or pregnancy. A physician's

statement may be required to obtain the additional three (3) days.

9.4.2 Any certificated employee may request an extended paternity leave of absence without pay up to six (6) months for the purpose of child-rearing. The decision to grant such a leave will be contingent upon the district's ability to secure a suitable replacement.

9.4.3 The District shall continue to provide and pay premiums for all insurance programs while the teacher is on approved paternity leave of absence but not during any extension thereof. The employee on extended paternity leave may elect to continue his District-provided medical coverage at his expense.

9.5 Other leaves as provided by California Education Code and Federal and State law

Differential Pay - Education Code Section 44977 grants each certificated employee five school months of extended illness leave for which the employee receives the difference between his or her salary and the salary that is actually paid to a substitute or would have been paid had one been employed ("differential pay leave"). A certificated employee may receive only one five-month period per illness or injury and per year, regardless of the number of reasons for the leave. This leave does not accumulate. This leave runs consecutively after the 10 days of current year sick leave and accumulated sick leave.

Family and Medical Leave Act (FMLA) - FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. Unpaid leave must be granted for *any* of the following reasons:

- For the birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

California Family Rights Act (CFRA) - To be eligible for unpaid CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins. Leave may be taken for the following reasons:

- For the birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

In addition to the family care and medical leave requirements of the CFRA, employers of five or more persons have additional obligations to provide Pregnancy Disability Leave (PDL). An employee disabled by pregnancy is entitled to up to four months disability leave. For

example, an employee could take four months pregnancy disability leave for her disability, and 123 weeks CFRA leave to care for and bond with the baby.

In general FMLA and CFRA leaves run concurrently from first day of absence with paid leaves. If PDL leave is involved, PDL and FMLA leave would run concurrently from first day of absence. CFRA leave would run consecutively, after the birth of the child.

9.6 Bereavement Leave (Paid leave)

9.6.1. Every certificated employee shall be entitled to a Bereavement Leave not to exceed three (3) consecutive work days, or five (5) consecutive work days if the employee is required to travel more than 300 miles on account of the death of each member of his/her immediate family. Leaves granted under this section shall not be deducted from leaves granted by other sections of this contract.

9.6.2 The certificated employee may be granted a leave of absence under the Personal Necessity provisions of this contract when the time constraints of this section are not adequate to meet the employee's Bereavement Leave needs.

9.7 Personal Necessity Leave

9.7.1 "Personal Necessity" means any personal matter requiring the employee's attention which cannot be attended to during a non-work time.

9.7.2 A certificated employee may not use more than seven (7) days per year of unused sick leave for the purpose of Personal Necessity Leave. Certificated employees shall submit a notice of request to use Personal Necessity Leave to their immediate administrator at least one (1) day prior to the beginning date of the leave. In cases of extenuating circumstances, additional days may be approved by the Superintendent or designee. If a request for additional days is denied, employee or a Federation representative on behalf of employee, may appeal to the Board of Trustees.

9.7.3. Prior request shall not apply to the following situations:

- a. serious illness of a member of the certificated employee's immediate family or household;
- b. accident or immediate critical situation involving the certificated employee's person or property or the person or property of a member of the certificated employee's immediate family or household. Immediate family shall be the same as defined under Section of this Article.

9.7.4 Employees may use up to four (4) days of Personal Necessity Leave as Discretionary Leave without further explanation. These dates must be approved by the Principal in advance.

9.8 Jury Duty or Witness Service Leave (Paid Leave)

The District will pay his/her salary each time a certificated employee is called for jury service (Education Code 44036). Jury duty service fees, minus transportation, shall be remitted to the District. Employees subpoenaed to appear as a witness in cases other than those involving the employee as a litigant, shall be allowed full salary at the usual pay period during their required absence from duty.

Military Leave -- Military leave shall be allowed as required by law.

9.9 Leave of Absence for Study or Travel

A leave of absence for study or travel requested by a unit member and acted upon by the Governing Board will be in accordance with Education Code sections 44966, 44967, 44968, 44968.5, 44969, 44973, and 44974.

9.10 Public Elected Officials Leave Policy

Publicly elected officials serving a public agency and not being compensated by a salary shall not have their salary reduced or deducted provided they are not absent from work more than three (3) days during any one school year.

9.11 Federation Leave

The President of the Federation or his/her designee may be granted leave for Federation business of up to eight (8) days per year upon approval of the Superintendent. The first four days of substitute costs shall be paid by the District, and the remaining substitute costs will be paid by the Federation.

9.12 Non-Paid Leaves

9.12.1 The Board may grant non-paid leaves at its discretion.

9.12.2 Requests for leaves to begin the following year must be received no later than March 1.

9.12.3 Leaves to commence during a school year must be requested no later than 30 days prior to commencement.

9.13 Catastrophic Leave Program

9.13.1 Definitions

- a. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family (as defined in opening paragraph of this article) whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee. Such a catastrophic illness or injury shall be classified as a "qualifying event".

- b. A Unit Member is any certificated employee recognized in Article I, Section I.2 of this Agreement.
- c. An Active Member is one who contributes each time a “call” for donation is made consistent with Section (k) 9.13.3 of this Agreement.

9.13.2 Eligibility Requirements

Catastrophic leave may be donated to an Active Member for a catastrophic illness or injury if all of the following requirements are met:

- a. An Active Member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave be donated and provides verification of catastrophic injury or illness as required by the District. The school district determines that the employee is unable to work due to employees or his/her family member’s catastrophic illness or injury.
- b. The Active Member has exhausted all accrued leave credits.
- c. Participation is voluntary, but requires contribution to the Catastrophic Leave Bank. Only Active Members will be permitted to withdraw from the Leave Bank.
- d. The District shall verify that the requesting Active Member meets all of the eligibility requirements.
- e. Catastrophic leave credits shall not be used for illness or disabilities which qualify the participant for Worker's Compensation benefits.
- f. Credits shall not be considered available leave for purposes of qualifying for STRS Disability.

9.13.3 Procedure for Donating Sick Leave Credit

- a. Unit members may donate sick leave credits after completing one full year of service defined as seventy-five percent or more of the work year – 138 days) with the District. To ensure that a unit member retains sufficient accrued sick leave to meet needs that normally arise, he/she may not donate more than a maximum of five days of sick leave per call for donation, nor may an employee donate sick leave which will reduce his or her accumulated sick leave balance below 15 days.
- b. Initial contributions to the bank shall be authorized in writing by the unit members.
- c. All unit members on active duty with the District are eligible to join the Catastrophic Leave Bank during the open enrollment period of September 1 to October 1 of each year.
- d. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- e. Unit members returning from extended Board approved leave, after the open enrollment period, will be permitted to contribute within thirty (30) calendar days of their return.
- f. The initial rate of contribution by each unit member shall be three (3) days. Accrued comp time may also be donated in lieu of sick leave. In the event that a call for donation is initiated at any point in time during the open enrollment

period, the newly-enrolling unit member must contribute this initial rate plus the number of days requested by the call.

- g. Upon retirement, retirees may transfer accrued comp time to the catastrophic leave bank.
- h. Any excess sick days donated beyond those used by a requesting Active unit Member shall be held in the Catastrophic Leave Bank for use in future requests.
- h. Days shall be contributed to the Catastrophic Leave Bank and granted from the Bank without regard to the daily rate of pay of the Bank recipient.
- i. The District office shall maintain on file the Catastrophic Leave Bank. Leave donated shall be filed on District forms and shall be authorized by the Superintendent and Federation President before transfers are made into and out of the Catastrophic Leave Bank.
- j. The District shall issue a "Call for Donations" whenever an Active Member requests use of the Catastrophic Leave Program and fewer days exist in the Bank than are requested. Active members will be required to donate proportionately. The calculation used to determine the proportionate number of days will be dividing the total number of days needed by the total number of Active Members.
- k. All transfer of sick leave to the program is irrevocable unless the Catastrophic Leave Bank is terminated for any reason. Days remaining in the Bank shall be returned to the current Active Members of the Bank proportionately. The calculation used to determine the proportionate number of days to be returned will be by dividing the total number of remaining days by the total number of Active Members.
- l. Unit members may receive an advance of their sick leave not greater than the catastrophic leave bank initial rate plus any call days solely for the purpose of joining or responding to a call for the catastrophic leave bank.
 - a. Members must exhaust all of their paid leave days and comp time (in full day increments) before they can request an advance.
 - b. The advance is to be deducted from their following year sick leave allocation.
 - c. In the event that a unit member leaves the district without repaying the advance, the days will be deducted from the leave bank.
- m. The District and the Federation shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denial.

9.13.4. Procedure for Requesting Catastrophic Leave

- a. An Active Member desiring Catastrophic Sick Leave shall submit a request to the Superintendent's Office.
- b. The maximum amount of donated Catastrophic Leave that may be requested by an active member under this section shall be up to a maximum of 12 consecutive

months per qualifying event as described in Section 9.13.1 of this Agreement.

- c. Active Members may request catastrophic leave if they have used all accrued paid leave credits. Differential leave as provided by Education Code section 44977 will be available to the Active Member following the paid Catastrophic Leave period.
- d. If an Active Member is incapacitated, requests for Catastrophic Leave may be submitted by the participant's agent or member of the participant's family.
- e. Distribution of Catastrophic leave shall be filed on District forms and shall be authorized by the Superintendent and Federation Executive Board before transfers are made out of the Catastrophic Leave bank. Once authorized, continued authorization shall be contingent upon review and approval by the Superintendent and Executive Board every 45 days up to the 12 month maximum.

ARTICLE X

COMPENSATORY TIME

- 10.1 "Compensatory time" is defined as the performance of substitute service in the classroom during the employee's assigned preparation periods or other duties as deemed necessary *by the Principal or designee* in exchange for compensatory time off.
- 10.1.1 Compensatory time off for such service shall be granted by the site principal and deducted on a period for period basis, or hour for hour for other duties. Employees shall be entitled to carry over compensatory time.
- 10.1.2 Such service shall first be solicited on a voluntary basis. In the event that no volunteer can be found, employees may be assigned on an occasional basis to perform "compensatory time" service.
- 10.1.3 Under normal circumstances "compensatory time" will not be granted during the first or last week of each semester. No more than two consecutive days of compensatory time may be taken. Any exception must be approved by the site principal or designee in advance.
- 10.1.4 Employees shall not be entitled to monetary compensation for unused compensatory time, either during employment with the District or upon termination of employment. Upon retirement, retirees may transfer accrued comp time to the catastrophic leave bank.
- 10.1.5 Compensatory time may be transferred from one employee to another with advanced approval by the site principal or designee.

ARTICLE XI

CLASS SIZE

11.1 The District and the Federation agree that there is a direct fiscal link between class size and salaries and benefits. The parties therefore may choose to negotiate the variables of class size and total compensation of unit members.

11.2 Department class size average goals

It is agreed that the following goals should be considered in establishing department class size averages:

Agriculture	22
Business	28
English	30
Fine Arts	
Music/Band	Open
Arts/Crafts	30
Drama	30
Foreign Language	30
Industrial Arts	22
Math	32
Physical Education	35
Science	28
Social Science	32
Cassina HS	20

11.3 As a strategy for alleviating large beginning-of-year class sizes and addressing the student attrition rate that typically occurs throughout the school year, the Sonora High Federation of Teachers (SHFT) and the Sonora Union High School District (District) agree that teaching assignments can be reconfigured in such a manner that more sections may be assigned to a unit member in the first semester and fewer in the second semester (example given: a 1.0 FTE teacher may be assigned six sections in the first semester and four sections in the spring). Such an arrangement shall be implemented only with the full written concurrence of the participating unit member and shall not reduce that unit member's over-all FTE or related compensation in any manner.

ARTICLE XII

BENEFITS

- 12.1 The district contribution for health insurances will be \$683.76 per month. Part-time employees will receive a pro rated share of this amount.
- 12.2 Hourly employees, who work at least 7.5 hours per week on a contract basis, are eligible to receive health insurance benefits and will receive a pro-rated share of the district contribution.
- 12.3 Bargaining unit members eligible for benefits will select a medical plan from a menu of plan options offered by the Insurance Provider/Plan Administrator, the dental plan with a \$2000 maximum, and vision plan B with a \$10 deductible. In the event that the Insurance Provider/Plan Administrator requires employee groups to limit the number of plan options available to unit members, the selection of that subset of plan options will be made by the General Membership.
- 12.4 Hourly unit members eligible for benefits will have these same coverages with a tiered rate structure.

ARTICLE XIV

TRANSFER/REASSIGNMENT

14.1. Voluntary Transfers

- 14.1.1. Teachers desiring a transfer may request one by following the district transfer procedure.
- 14.1.2. Requests shall be submitted in writing to the school principal, with copies to the superintendent and to the principal of the school to which transfer is requested.
- 14.1.3. Requests shall be considered and evaluated according to educational background and credentials, teaching experience, personal qualifications, potential contribution in another school and seniority.
- 14.1.4. The applicant shall receive written acknowledgment of receipt of request from the district office.
- 14.1.5. The district office shall maintain a list of current positions, which will be posted for review in each school.
- 14.1.6. The district office shall maintain a list of all transfer requests and shall make this list available to school principals. This list shall include types of assignments a teacher is willing to accept and subjects he/she is qualified to teach.
- 14.1.7. When an opening exists, the principal will review requests for transfer and interview those who best meet the requirements for the position.
 - a. Interviews are not to be arranged until an official request has been processed through the district office.
 - b. Applicants shall be notified by the district office of the final selection.
 - c. Applicants denied a transfer may request and shall be granted a meeting with the appropriate administrator(s) to discuss the issue.

14.2. Involuntary Transfers

- 14.2.1. Reasons for involuntary transfers shall include but not be limited to:
 - a. Professional growth of an employee.

- b. Opportunity to evaluate an employee in a different school, assignment or grade level.
 - c. Reduction of a particular program.
 - d. Cancellation of a particular program.
- 14.2.2. Involuntary transfers shall be initiated by the superintendent or principal.
- 14.2.3. Teacher(s) shall be given a copy of the administrative request to transfer and shall be granted a conference with the person(s) requesting the transfer.
- 14.2.4. Teachers shall not be assigned or transferred outside the scope of a credential authorization without mutual approval or prior consultation with the employee and Federation representative. The District shall make a good faith effort to find other solutions and provide a rationale for the assignment.
- 14.2.5. Involuntary transfers shall not be made with regard to age, race, creed, religion, sex, national origin, or marital status.
- 14.2.6. Volunteers shall receive first consideration in transfer situations.
- 14.2.7. There shall be no reduction in basic teaching assignments or salary without mutual agreement of all parties involved, except in cases of staff reduction.
- 14.2.8. An employee who is to be transferred involuntarily shall be provided release time, not to exceed two (2) days, to visit the school to which he/she is being transferred.

14.3 Transfer Appeal

- 14.3.1. Teachers transferred because of excess staff or inappropriate training and preparation shall be given first consideration as positions for which they are qualified may become available.
- 14.3.2. Teachers whose assignments are changed during the summer months must be notified at last known address as soon as a change is made.
- 14.3.3. If a teacher objects to a transfer, he/she may request a meeting with the appropriate district administrator and the principal. The teacher may invite a representative of the Federation to be present at such meeting. The decision of the Superintendent is final.

14.4. Split Assignments

Split assignments may be implemented according to Sections 1 or 2 of this article, but in no case shall an assignment be made to more than two sites as a part of the regular work day.

- 14.4.1. Teachers on split assignment shall be afforded ample travel time.
- 14.4.2. The total assignment between the two campuses shall not exceed that of the normal five-period work day.

ARTICLE XV

RETIREMENT PROGRAM

The District and the Federation recognize the need to provide a retirement program to certificated employees who are not yet Medicare-eligible.

The provisions of this program are as follows:

15.1 Eligibility

- 15.1.1 Employee shall be retired under the State Teachers Retirement System and at least 55 years of age.
- 15.1.2 Employee must have served at least 15 years of continuous, full time equivalent service with the District. Employees who have accrued continuous years of service at less than full-time status are eligible providing a) the sum of the fractions of FTE total at least 15 years and b) at least ten (10) of those years of service have been full-time.
- 15.1.3 Board approved leaves of absence will not be counted as a break in service for the purpose of this article.
- 15.1.4 Board approved leaves will not count as part of 15 years of service.
- 15.1.5 Independent Study teachers must have served at least 35 hours per week for 15 continuous years of service with the District.
- 15.1.6 ROP teachers must have served at least .9 FTE for 15 continuous years of continuous service for the District.
- 15.1.7 Employee shall not have a break in service from employment with the District prior to retirement.
- 15.1.8 Employees must have reached at least Column E, Step 13 on certificated employees' salary schedule #1 or Column G, Step 13 on the certificated employees' salary schedule #2. Independent Study teachers, must reach at least Step 14 on the Independent Study Hourly Salary Schedule and have completed 72 Units above their Bachelor of Arts/Science Degree. ROP teachers with 15 continuous years with the District on Schedule #1, Column "0" shall be eligible.
- 15.1.9 Employee shall serve notice of retirement before February 1 of the final year of employment.

15.2 Benefits

- 15.2.1 Retirees and their dependents will receive vision, dental and medical insurance up to the maximum District contribution (cap) offered to certificated employees at the time of retirement. (Currently \$683.76 per month.) Independent Study teachers who qualify under section 15.1.1(5) above will receive 93% of the District contribution (cap) at the time of retirement. ROP teachers who qualify under Section 15.1.6 will receive a pro-rated contribution (cap) at the time of retirement.
- 15.2.2 These benefits will be equivalent to a maximum of eight years of district contributions.
- 15.2.3 These benefits may be prorated in order to extend the years of coverage not to exceed the maximum dollar amount described in 15.1.2a and 15.1.2b.
- 15.2.4 These benefits will not continue after the retiree reaches age 65, becomes eligible for Medicare, or receives benefits for a maximum of eight (8) years whichever comes first.
- 15.2.5 The amount applied toward benefits in any given year will not exceed the annual district contribution.
- 15.2.6 A retiree may purchase his/her own insurance and receive cash reimbursement for the premiums not to exceed the amount of their benefit. Proof of insurance is to be provided to the District by September 1st annually in order to continue to receive the benefit. If the retiree chooses to drop their other coverage this benefit will immediately end.
- 15.2.7 If a retiree is covered by another policy he/she may elect to receive 50% of this benefit in cash and the other 50% of his/her benefit will remain in the retirement fund to sustain the pool. Proof of insurance is to be provided to the district upon retirement.
- 15.2.8 Dependents may not be added, at district expense, after retirement has begun.
- 15.2.9 If retiree's death precedes his/her dependents, the retirement benefit will be provided his/her spouse/dependents for the duration of the Retirement Agreement in place at the time of death, or until spouse/dependents reach age 65 or become eligible for Medicare, whichever comes first. Should the retiree's death, or the death of an employee otherwise eligible to retire, precede that of his/her dependents (spouse/registered domestic partner and children defined as "eligible for coverage" by the current health insurance carrier), the retirement benefit provided to those eligible dependents will continue for the remainder of that member's eligibility period unless one of the following happens first:
 - 15.2.9.1.1 The spouse/registered domestic partner reaches age 65, becomes eligible for Medicare.

15.2.9.2 In the event that the unit member has no spouse/registered domestic partner at the time of his/her death, until the youngest dependent child loses eligibility.

15.2.10 These benefits will not continue after the retiree reaches or would have reached age 65 or eligible for Medicare.

Nothing in the Article shall prohibit the district, with mutual agreement of the Federation, from negotiating retirement with any certificated employee whose situation does not fall within the provisions of this Article.

ARTICLE XVI

SAFETY

- 16.1 The District shall provide safe working conditions for unit members within the physical capabilities of the district. Both parties agree that the establishment of safe working conditions is primarily the responsibility of the district, and the responsibility for maintenance of safe procedures and practices is that of the unit members.
- 16.1.1 As required in Education Code 49079, the District shall inform teachers of any pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions except subdivision (h) of Education Code 48900 or in 48900.2, 48900.3 48900.4, 48900.7 found in the Faculty Handbook.
- 16.2 An employee may use reasonable force necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.
- 16.3 Any assault upon a teacher by either students or adults shall be reported promptly to the respective school administrator. A written report shall be submitted which shall contain the teacher's name, the date and location of the assault, a description of the assault, and the name of the person making the assault if known.
- 16.4 It is the duty of every employee who is attacked, assaulted or menaced by any student, and of the employee's supervisor, to report the incident to local law enforcement officials even if it has been reported to school district officers. Failure by the employee and the principal/supervisor to make such a report is a misdemeanor, and it is also a misdemeanor for any person to inhibit or impede the filing of the report. It is illegal for a governing board member or any employee of the district to impose any sanctions against any person under the duty to report an attack, assault or menace by a student.
- 16.5 If criminal or civil proceedings are brought against an employee alleging that the employee committed an assault in connection his/her employment, such employee may request the board to furnish legal counsel to defend the employee in any civil action proceeding brought against the employee within the limit set by law.
- 16.6 The Board shall reimburse an employee for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.
- 16.7 An employee whose person or property is injured or damaged by willful misconduct of a student may request that the school district pursue legal action against the student or the student's parent/guardian. Employee property must be approved by the Principal for use on campus to qualify for above action by the District.

ARTICLE XVII

PERSONNEL FILES

- 17.1 Materials in personnel files of unit members that may serve as a basis for affecting the status of their employment will be made available for the inspection of the person involved. These materials may be inspected by the employee upon request, provided that the request is made at a time when the employee is not actually required to render services to the District.

Information of a derogatory nature will be provided to the employee who will be given an opportunity to review and comment thereon. The employee will have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review of the derogatory information by employees may take place during normal business hours.

ARTICLE XVIII

This page left blank intentionally.

ARTICLE XIX

EMPLOYEE DISCIPLINE

- 19.1 Reasonable disciplinary action as contained in this article may be imposed for just cause only.
- 19.2 This article is not designed to limit the District's right to evaluate unit members in accordance with the provisions of this Agreement. This disciplinary article is not intended to replace or limit the District's rights under the California Education Code or the California Administrative Code to institute disciplinary proceedings or to institute immediate suspension or leaves of absence when authorized by California law. Discipline under this article shall not be regarded as a pre-condition to proceedings under the California Education Code.
- 19.3 Except in extreme cases, the District shall utilize a "progressive discipline" procedure which includes one or more of the following:
- 19.3.1 Oral warning(s).
 - 19.3.2 Conferences with written memorandum of summary.
 - 19.3.3 Reprimand(s) in written form with the unit member having the right to respond in writing and have such response attached to the original reprimand.
- 19.4 Notice of Suspension Without Pay
- 19.4.1 The Superintendent or designee shall give a written Notice of Proposed Suspension to the unit member within ten (10) calendar days of the act or occurrence giving rise to the disciplinary action.
 - a. The Notice of Proposed Suspension shall include the cause(s) on which the suspension is based and the length of the suspension not to exceed ten (10) days.
 - b. The Notice of Proposed Suspension shall contain a statement that informs the unit member of his/her rights to request a hearing in accordance with the provisions outlined in this Article.
- 19.5 Request for Hearing
- 19.5.1 The unit member shall have five (5) calendar days following service of the Notice of Proposed Suspension to request a hearing. The request for hearing should be made in writing to the Federation and the District.

Should the Federation agree that a hearing is appropriate, the Federation shall have five (5) calendar days following service of its copy of the Request for Hearing to so notify the Superintendent. Unless otherwise agreed by the District and the Federation, the hearing will be conducted by an administrative law judge from the State Office of Administrative Hearings.

- 19.5.2 If a unit member fails to request a hearing within the timelines called for in this article, or the Federation believes the hearing is unnecessary, or does not notify the Superintendent within the five (5) day period set forth in Section 20.5.1 above, the proposed suspension may be implemented.

Unless otherwise agreed between the Federation and the District, the terms of the suspension shall be in accordance with the terms of the original Notice of Proposed Suspension.

- 19.5.3 If the unit member and the Federation have requested a hearing, the imposition of any suspension exceeding three (3) days shall be stayed until the hearing has been conducted and a decision rendered. If the suspension is for three days or less, the hearing may be held after the suspension.

If a post hearing suspension is held as per this section, the administrative law judge may, upon finding the suspension inappropriate, restore all losses to the suspended employee.

19.6 Decision

- 19.6.1 If the suspension is for three (3) days or less, the suspension may be ordered upon consideration of the charges contained in the Notice of Proposed Suspension.
- 19.6.2 If the suspension is for more than three (3) days, and if a hearing has been requested, the District will order the suspension after receipt of the written decision of the administrative law judge for the number of days, if any, permitted by that written decision. The dates of the suspension, if any, will be determined by the District.

19.7 Miscellaneous

- 19.7.1 The Federation shall be given a copy of the Notices of Proposed Suspension at the time these documents are served upon the unit member.
- 19.7.2 A unit member may be represented by the Federation at all stages of this disciplinary procedure.

ARTICLE XX

CONCERTED ACTIVITIES

- 20.1 It is agreed and understood that there should be no strike, work stoppage, slow down, picketing or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Federation and its Sonora Union High School Chapter, or by its officers, agents, or members during the term of this agreement or any extensions thereof, including compliance with the request of any other labor organization to engage in such activity.
- 20.2 The Federation and its Sonora Union High School chapter recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Federation, the Federation agrees in good faith to take steps to encourage those employees to cease such action.

ARTICLE XXI

ENTIRE AGREEMENT

- 21.1 The District shall not be bound by any requirement which is not specifically and expressly stated in this agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically or expressly stated in this agreement.
- 21.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. During the term of this agreement, the Federation 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 subject or matter whether referred to or covered in this agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the board or the Federation at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.
- 21.3 If any provisions of the agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the agreement will continue in full force and effect.

ARTICLE XXII

This page left blank intentionally.

ARTICLE XXIII

TERM OF AGREEMENT

- 23.1 This agreement shall take effect upon ratification by the Federation and adoption by the District Board of Trustees. This agreement shall remain in full force and effect up to and including June 30, 2015.

During 2012-13 and 2013-2014 the parties may reopen on health benefits, salary, class size, and one additional article each. During 2014-2015 the entire agreement shall be reopened with changes to take effect in the 2015-2016 school year. With mutual agreement of the District and Federation, any Articles can be reopened during the term of the agreement.

- 23.2 Modifications to Articles in this agreement became effective on the 1st day of July 2012. Signed and entered into this 16th day of October 2012.

FOR THE DISTRICT:

FOR SONORA HIGH FEDERATION OF
TEACHERS:

Michael L. McCoy, Ph.D.
Superintendent

Randal Lee
President