

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**SHANDON UNIFIED SCHOOL DISTRICT**

**AND THE**

**SHANDON TEACHERS ASSOCIATION/CTA/NEA**

**2023-2025 SCHOOL YEARS**

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**ARTICLE I**  
**PREAMBLE**

A. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the SHANDON UNIFIED SCHOOL DISTRICT ("District") and the SHANDON TEACHERS ASSOCIATION/CTA/NEA ("Association"), an employee organization.

**ARTICLE II**  
**RECOGNITION**

A. The District recognizes the Association is the exclusive representative of all non-supervisory certificated employees.

**ARTICLE III**  
**SALARY**

Employee Compensation

A. For the 2024-2025 school year an 5% salary increase shall be applied to the previous (2022-23) salary schedule, effective July 1, 2023.

B. Step and column advancement on the Salary Schedule are implemented at the beginning of each school year for each employee who is eligible.

1. A minimum of 75% of the teaching days of the year must be completed for one year service credit. A year of service is defined as working 75% of the year required of full-time certificated employees. With regard to the definition of a year of service, all paid leave (sick leave or other) counts as days toward a year of service (it also counts as service credit for STRS). Unpaid leave does not count toward a year of service, nor does it count as service credit for STRS.
2. Part-time employees will advance on the salary schedule on the following basis: two full years of service will allow advancement of one step on the salary schedule. Column advancement shall be on the same basis as for full-time employees.
3. All compensation and benefits contributions will be based on a part-time employee's work day as compared to a full-time employee's work day. A part-time employee is one who works at least fifty percent of the teaching day and less than one hundred percent of the teaching day.
4. Salary schedule adjustments are effective with the first day of paid service for the school year. Normally transcripts shall be submitted no later than September 15 to become effective during the current school year. If by September 15 the unit member is unable to submit supporting records or transcripts verifying completion of post graduate units of study, official notices in the form of a grade card or letter from the College or University

shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than November 1. Failure to comply with these provisions shall result in denial of column advancement for that year, and appropriate adjustments to recover the earlier overpayments.

5. Upon initial hire, a new employee may receive credit for all authorized years of prior teaching experience.

Stipend Schedule

- C. The District shall provide annual stipends to the following extra-duty assignments:

Athletics

High School

Athletic Director	\$5,500
Head Volleyball	\$2,500
Assistant/JV Volleyball	\$1,500
Head Basketball(Boys & Girls)	\$2,500
Assistant/JV Basketball(Boys & Girls)	\$1,500
Head Baseball	\$2,500
Assistant Baseball	\$1,500
Head Softball	\$2,500
Assistant Softball	\$1,500
Cross Country	\$2,500
Track	\$2,500

Middle School

Volleyball(A & B) Team	\$500
Boys Basketball	\$1,300
Girls Basketball	\$1,300
Soccer(Boys & Girls)	\$1,300

Other Activities

FFA Advisor	\$5,500
Middle School FFA Advisor	\$1,500
ASB Advisor	\$5,500
Middle School ASB Advisor	\$500
TIP Support Provider	\$1,500 per teacher supported
Drama Production	\$250
Special Education Coordinator	\$7,500
Special Education Teachers	\$2,500
Elementary Combination Class Teachers	\$2,500
DELAC/Site Council(1 Elem, 1 H.S.)	\$1,000

- D. (1) Secondary teachers who substitute during their preparation period shall be paid at one-seventh (1/7 or 14.29%) of their daily rate of pay for substituting one period of a seven-period day, or one-fourth (1/4 or 25%) of their daily rate of pay for substituting one period of a four-period day.

(2) In the event a primary teacher is absent for a full day assignment and no substitute is available, including an administrator or counselor, at the discretion of the respective building principal, the absent teacher's class shall be divided as the principal deems appropriate. The teachers to whom the students are assigned shall each receive that portion of the current daily substitute rate. For example: If the absent teacher's class is divided into three (3) parts and placed in three (3) teachers' classrooms, each of those three teachers will receive one third (1/3 or 33.33%) of the daily substitute rate.

E. Teachers who are approved to take on other duties outside of the workday shall be paid \$50.00 per hour.

F. Ed Code 44919b. Governing boards shall classify as temporary employees persons, other than substitute employees, who are employed to serve in a limited assignment supervising athletic activities of pupils; provided, such assignment shall first be made available to teachers presently employed by the district.

## **ARTICLE IV HEALTH AND WELFARE BENEFITS**

A. For the 2023-2024 school year, the District contribution towards the health benefits package, consisting of medical, dental, and vision insurance, on behalf of each eligible full-time employee shall be \$11,911.80, effective September 1, 2024. This reflects the District's contribution of 50% of the 2024-2025 SISC premium increase for the 2<sup>nd</sup> level SISC plan.

B. Each eligible employee may designate an insurance coverage package-of-choice from options provided by the District on an annual basis.

C. Each employee shall pay any additional premium contribution in excess of the District's contribution by monthly payroll deduction.

D. The Association shall name two members to serve on the District's Health Benefits Committee.

E. No in-lieu payments or contributions to programs, other than those which the District provides above, shall be paid by the District for any employee who elects not to subscribe to the benefits provided by this Article.

## **ARTICLE V LEAVES OF ABSENCE**

### Sick Leave

A. Each employee contracted to work a full-time assignment during the term of this Agreement shall be entitled to ten days of sick leave for each year of employment on the basis of one day per each month of employment at the employee's daily rate of pay. Unused sick leave shall accrue from school year to school year and shall be prorated to the employee's work

assignment. The District shall provide each employee a written statement of accumulated and credited sick leave for the current school year by October 1 of each school year.

- B. The District may require a physician verification for any illness in which the employee will be absent from the employee's regularly scheduled workday for more than five days, or if a violation has been alleged after one day.
- C. If an employee has utilized all of the employee's accumulated sick leave and is still absent on account of illness or accident for five school months or less, then upon verification of a physician or practitioner, the amount of salary deduction in any month shall not exceed the sum that was actually paid a substitute, or if no substitute was employed, the amount that would have been paid to a substitute if one had been employed.
- D. Sick leave may be used for accident, illness, quarantine or to keep medical appointments which cannot be scheduled after work hours, or to care for an ill parent or member of the household.

#### Pregnancy Leave

- E. Each female employee shall be entitled to a leave of absence for the time she is required to be absent due to physical incapacity due to pregnancy or childbirth or conditions related thereto. The employee shall be entitled to use accumulated sick leave and benefits allowable under appropriate sections of the California Education Code on the same basis as provided for any other illness or injury.
- F. The employee and her physician shall determine the period of leave, including the date upon which the leave shall begin. A statement from the employee's physician as to the beginning date of that leave shall be filed with the Superintendent. This date shall be based upon the employee's ability to render service in her current position.
- G. The date of the employee's return to service shall be based upon her physician's analysis and written statement of the employee's physical ability to render service and the absence of physical limitations.

#### Industrial Accident Leave

- H. An employee shall be entitled to industrial accident or illness leave for any job-related injury or illness in the amount of 60 days during which the District schools are required to be in session, or when the employee would otherwise have been performing work for the District, in one fiscal year for the same accident. Such benefits are in addition to other sick leave benefits provided by the District.
  - 1. When entitlement to this leave has been exhausted, accumulated sick leave shall be utilized.
  - 2. While the employee is receiving industrial accident and illness leave benefits, the employee will continue to earn sick leave benefits.

#### Personal Necessity Leave

- I. Up to seven days of the ten days of leave of absence for illness allowed pursuant to this Agreement may be used by the employee in cases of personal necessity provided, however, personal necessity leave shall be allowed only in cases in which the matter is of compelling personal importance, and that the matter could not be handled at a time other than during the

regular school day.

1. Advance request for permission to take a personal necessity leave shall be given by the employee to the District at least three workdays in advance of the day on which the personal necessity leave is intended to be taken unless the necessity involved is of such a character so as to make it impossible to provide three workdays' notice. In that event, request for permission shall be made as soon as possible in advance of taking such leave.
2. Advance permission shall not be required in the event of death, serious illness, or accident involving the employee's person or property, or the person or property of a member of his/her immediate family, as such term is defined in section S of this Article. The manner of proof of such leaves shall be in the form of a written statement, dated and signed by the employee, setting forth the nature of the personal necessity involved, within two days after returning to duty. The Superintendent shall grant or deny request for leave under this paragraph based upon the criteria and procedures set forth herein.

#### Personal Discretion Leave

- J. Teachers may request to utilize up to three of the 10 days of sick at their personal discretion, subject to the following:
  1. Provided advance written notice of two weeks is provided to the District Superintendent;
  2. Provided verification of the absence is not for engaging in work for pay or profit or participating in any action adverse to the District;
  3. Provided that the District is able to secure the services of a qualified substitute for the day(s) in question.
- K. Whenever the District requires a physical examination to be taken by an employee, or when such employee is required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination.

#### General Unpaid Leaves of Absence

- L. The District may grant an unpaid leave for purposes other than those enumerated in this article, which may include child rearing leave. Prior application and approval is required. The granting of such leaves shall be non-precedential under this paragraph. Leaves of 11 days or more for compelling personal reasons shall require Board approval. Leaves of 10 days or less may be granted for compelling personal reasons by the Superintendent or the Superintendent's designee.

### Bereavement Leave

- M. Every employee shall be entitled to three days of paid leave of absence, or five days if travel out of state is involved or 350 miles one-way travel within the state, on account of the death of any member of the employee's immediate family as such term is defined in this article. This leave shall not be deducted from sick leave. Bereavement leave shall be used before personal necessity leave days are used for purposes allowed pursuant to this paragraph. This leave shall not be cumulative.

### Jury Leave

- N. Each employee shall be entitled to as many days of paid leave as are necessary for jury duty. The employee shall sign over to the District any fees paid for jury duty, minus any allowance for expenses.

### In-Service Leave

- O. An employee may, at the discretion of the Superintendent, receive a paid leave of absence for the purpose of attending classes, workshops, conferences, or programs which are designed exclusively for the purposes of assisting the employee in the performance of assigned duties, introducing new concepts or procedures, or otherwise enhancing or improving the performance of the employee involved.

### General Provisions

- P. Any employee absent under the provisions of paragraphs A, C, E, or H of this Article for five consecutive days or more, may be required to provide verification of ability to return to work and render services to the District prior to returning to work. Notwithstanding the provisions of this paragraph, an employee who is absent at any time for surgery (other than minor surgery) may be required to furnish verification of ability to return to work and render service to the District prior to such return.
- Q. Upon return from industrial accident and illness, pregnancy, child rearing, extended illness, or any other paid or unpaid leave, an effort will be made to reinstate the employee to the position held at the time the leave was granted if such placement is in the best educational interests of the students.
- R. For the purposes of this article, the employee's immediate family shall be defined as the spouse, father, mother, grandfather, grandmother, brother, sister, brother-in-law, sister-in-law, grandchild, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or any relative residing in the immediate household of the employee. Stepchildren or foster children are included in the definition of son and daughter.
- S. Employees who are on paid leave status shall receive all fringe benefits on the same basis as employees on regular paid status. Employees on unpaid leave status may, with the concurrence of the insurance carrier(s), continue the fringe benefit package by making the appropriate contribution through the District business office no later than the 25<sup>th</sup> of the month for which the appropriate contribution is due. Failure to transmit contributions in a timely manner will result in the termination of said benefits.

- T. The District shall grant additional leaves of absence to certificated employees other than those already provided for in this Article as required by law.

## **ARTICLE VI EVALUATIONS**

### Administrator Evaluations

- A. The evaluation period shall last at least a semester but not longer than the current school year.
- B. An evaluator shall be an administrator employed by the District as well as qualified and certified to evaluate certificated employees.
- C. In addition to being assigned an evaluator by the District, preliminary employees shall be teamed with a TIP Support Provider.
- D. The TIP Support Providers who may be working with employees being evaluated shall act as peer coaches and shall not evaluate other employees.
- E. No later than October 15, the Evaluator shall meet with the employee to:
1. Adopt specific goals and objectives for each employee being; and
  2. Establish a calendar that will include pre-observation and post-observation meetings utilizing release time, if needed.
- F. The Evaluator shall observe each employee being evaluated once. Each observation shall be preceded by a pre-observation conference with the employee and followed by a post-observation conference with the employee that shall be held within five days of the observation. Both conferences shall take place during the employee's duty day and on release time, if needed. All formal observations shall be reduced to writing.
- G. If, in the opinion of the Evaluator, an employee is not meeting the goals and objectives established for the employee, the Evaluator may call for a second observation. The Evaluator shall set dates for the second observation, pre-observation conference and post-observation conference. Both conferences shall take place during the employee's duty day or on release time, if needed.
- H. Permanent employees shall receive the completed final evaluation form in a meeting with the employee's evaluator, which shall take place at least thirty (30) days prior to the end of the school year. No observation forms or notes or other anecdotal material from the Evaluator shall be placed in an employee's file except as specifically referenced as part of a final evaluation. Any employee may respond, in writing, to the employee's final evaluation and have that response attached thereto.

### Frequency of Evaluations

- I. Permanent employees shall be evaluated once every other year. Permanent employees evaluated as overall unsatisfactory shall be evaluated annually until evaluated as overall satisfactory or separated from the District.
- J. In addition to the TIP program, if utilized and/or funded, probationary employees shall be evaluated at least once, but not more than twice, each school year.

### Elements of Evaluation

- K. Employee performance shall be assessed as guided by the California Standards for the Teaching Profession as the standards relate to:
  - 1. The progress of students toward the standards of expected pupil achievement at each grade level in each area of study established by the school board;
  - 2. The state adopted academic content standards as measured by state adopted criterion-referenced assessments;
  - 3. The instructional techniques and strategies used by the employee;
  - 4. Adherence to curricular objectives; and,
  - 5. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- L. Employee evaluation shall be guided by the domains and sub-domains established by the California Standards for the Teaching Profession as these domains and sub-domains are specified under the headings:
  - 1. Standard for engaging and supporting all students in learning.
  - 2. Standard for developing as a professional educator.
  - 3. Standard for assessing student learning.
  - 4. Standard for creating and maintaining effective environments for student learning,
  - 5. Standard for understanding and organizing subject matter for student learning.
  - 6. Standard for planning and designing learning experiences for all students.

M. Miscellaneous provisions:

1. The evaluation procedure shall not be used arbitrarily, capriciously or punitively.
2. The evaluation procedure shall not include the use of complaints against employees unless the complaint has been sustained by the complaint procedure.
3. Allegations or hearsay statements about an employee shall not be used in the evaluation and assessment of an employee unless proved to be true through a fair investigation.
4. An employee shall not have self-evaluation incorporated into the evaluation and assessment procedure.
5. Employees shall not be asked or permitted to participate in the evaluation of other employees.
6. An employee shall be provided copies of all evaluations and in a timely manner.
7. The observation and evaluation forms used shall conform to this Article and shall be appended.

**ARTICLE VII  
PERSONNEL FILES**

- A. Information relevant to a certificated employee's employment relationship shall be maintained in the certificated employee's personnel file. The personnel file of a certificated employee shall be kept in the central administrative office of the District.
- B. Materials in personnel files of certificated employees, which serve as a basis for affecting the status of their employment, shall be made available by the District for inspection by the certificated employee, or by an authorized representative designated in writing by the certificated employee.
  1. A certificated employee, or a representative authorized in writing by the certificated employee, shall have the right to review the certificated employee's personnel file subject to the following conditions:
    - a. A certificated employee shall be allowed, upon written request to the Superintendent or designee, to inspect his/her personnel file, provided that the request and the inspection of the file are made at a time when the certificated employee is not actually required to render services to the Employer.

- b. Materials in the certificated employee's personnel file that are not subject to review are ratings, reports, and records which (1) were obtained prior to the employment of the certificated employee involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
2. Information of a derogatory nature, except items set forth in paragraph B.1.b, or as set forth in a written performance evaluation or related documents, shall not be entered or filed in the certificated employee's personnel file unless and until the certificated employee is notified and is given an opportunity to review and attach a response to the material. Such review shall take place during business hours, and the certificated employee shall be released from duty for this purpose without salary reduction.
3. Unless stated otherwise under the provisions of this article, all material placed in a certificated employee's personnel file shall be dated and signed by the person(s) who caused the material to be prepared.

## **ARTICLE VIII POSTING/TRANSFERS/REASSIGNMENTS**

### Definitions

- A. Reassignment shall refer to a change in grade level between grades K-6 or a change from one subject area assignment to another subject area assignment at the same school site.
- B. Transfer shall refer to a change of school site.

### Vacant Positions – Posting

- C. When the District determines to fill a vacant position, a notice will be posted, A copy of the notice shall be provided to the Association President. The notice shall contain the following information:
  - Grade level and/or subject area assignment;
  - Required credential or credentials;
  - Desired qualifications; and,
  - Closing date for submission of an application.
1. The notice shall be posted for a minimum of five days when teachers are required to work. A notice posted during the Winter Break or Summer Recess shall be posted for at least 10 days.
2. When a notice is posted during the winter break or the summer months, a copy of the

notice will be mailed to each teacher who has submitted a written request.

3. No vacant position shall be filled until after the posted closing date.
4. All applications submitted shall be considered by the District. The decision shall be based on the educational-related needs of the District and the school. Other factors which shall be considered are as follows:
  - The employee's credential and any credential limitations;
  - The employee's training and experience;
  - The employee's employment history for success as indicated in evaluations of past job performance;
  - Affirmative Action, Title IX, or state or federal court agency mandates.
5. If the District determines that two or more employees equally satisfy the "educational-related needs of the District" and the "other factors" set forth in this paragraph, the most senior employee shall be offered the reassignment or transfer.
6. Requests for reassignment and transfer (in that order) shall be considered prior to considering non-employee candidates.

#### Voluntary Reassignments/Transfers During the School Year

- D. A teacher may request a voluntary reassignment or transfer to a posted vacant position to take effect during the current school year.
1. The request shall be made prior to the deadline on the posting.
  2. Applications for the position shall be considered as provided in Paragraph C.4 of this Article.
  3. When a reassignment or transfer made during the school year, the employee shall receive one day of release time for the purpose of setting up the new assignment and classroom.
  4. The District shall provide appropriate custodial assistance to move items between rooms.
  5. Upon request, an employee whose application was denied will meet with the Superintendent or designee to discuss the reason or reasons that he or she was not selected.

### Voluntary Reassignments/Transfers for the Following School Year

- E. A teacher may request a voluntary reassignment or transfer to take effect at the beginning of the following school year.
1. A written request for a specific grade level, subject area assignment or school site for the next school year must be submitted prior to the start of Summer Recess.
  2. Applications shall be considered as provided in paragraph C.4 of this Article.
  3. Upon request, an employee whose application was denied will meet with the Superintendent or designee to discuss the reason or reasons that he or she was not selected.

### Involuntary Reassignments/Transfers During the School Year

- F. Involuntary reassignments or transfers shall be based on the legitimate, educational-related needs of the District and shall consider the training and recent experience of the teacher.
1. If the reason for the reassignment or transfer is an increase or decrease in the number of students or the creation or elimination of programs or program funding, the District will seek a volunteer or volunteers before making any involuntary reassignment or transfer. In the absence of an acceptable volunteer, the teacher who best meets the instructional needs of the District shall be moved.
  2. When a reassignment or transfer is made during the school year, the employee shall receive two days of released time for the purpose of setting up the new assignment and classroom. The District shall provide appropriate custodial assistance to move items between rooms.
  3. Upon request, an employee who is involuntarily reassigned or transferred will meet with the Superintendent or designee to discuss the reason or reasons.

### Involuntary Reassignments/Transfers for the Following School Year

- G. An involuntary reassignment or transfer for the following school year shall be made at the earliest time possible. The provisions of paragraphs F.2 and F.3 shall apply.

### Room Change

- H. A teacher may request a voluntary change of room to take effect during the current school year for rooms that become available in the school or by June 1 for a new or unoccupied room for the next school year.

## **ARTICLE IX GRIEVANCE PROCEDURE**

- A. "Grievance" shall mean an allegation that there has been a violation of the Agreement or Board Policy.
- B. A "day" shall mean a day when the teacher is required to report to work.
- C. An "immediate supervisor" is the administrator having immediate jurisdiction over the teacher.
- D. A teacher may elect to be represented by the Association at all levels of the grievance procedure.
- E. Time limits may be extended or shortened by written agreement of the Association and the District.
- F. No reprisal shall be taken by either party against any participant in the grievance procedure. All written materials pertinent to a grievance shall be filed separately from the personnel file.

### Informal - Level One

- G. A teacher who believes that a violation of this Agreement or board policy has occurred shall discuss the matter with the immediate supervisor. If the situation is not resolved during the discussion, the teacher shall indicate that this matter will be pursued as a grievance. The immediate supervisor shall investigate the matter and shall respond verbally within six days of the meeting.

### Informal - Level Two

- H. If the teacher is not satisfied with the response at Level One, the teacher shall have six days to request a meeting with the Superintendent to discuss the grievance. The Superintendent shall hold the informal meeting within six days of the request and respond within six days of the meeting.

### Formal - Level Three

- I. If the teacher is not satisfied with the response at Level Two, the teacher shall have five days to file a written grievance with the Superintendent. The Superintendent shall schedule a formal meeting to discuss the grievance and shall have ten days from the date of filing to respond in writing.

### Level Four - Mediation/Arbitration

- J. If the grievance is denied at Level Three, the Association may institute the mediation/arbitration process. The process must be initiated within ten days of the issuance

of the Level Three Decision or ten days from the date that the Level Three Decisions should have been issued.

1. Mediation: The Association shall request a mediator from the California State Mediation and Conciliation Service who will agree, if mutually requested by the District and Association, to hear the issue and render a binding decision. The mediator shall first attempt to resolve the dispute through mediation.
2. Arbitration: When, in the opinion of the mediator, the mediation process will not resolve the dispute, the mediator shall assume the role of arbitrator. The arbitrator shall hear the respective arguments of the parties (including any question regarding arbitrability), receive evidence, and render a final and binding award consistent with process contained in the Expedited Labor Arbitration Rules of the American Arbitration Association. The arbitrator's jurisdiction is limited to interpreting and applying the specific terms of this Agreement to the violation alleged in the written grievance. The arbitrator shall have no power or authority to add to, subtract from, modify the terms of this Agreement.

## **ARTICLE X MISCELLANEOUS WORKING CONDITIONS**

- A. The Association and the bargaining unit members it represents agree that the workday and work year shall be established by the District.
  1. The Association further agrees, unless stated herein, that there shall be no duty on the part of the District to meet and negotiate with the Association on the workday and work year established by the District, other than to consult prior to Board implementation.
  2. The Association hereby specifically waives any right which it might otherwise have to request or demand such bargaining over the District established workday and work year during the term of this Agreement.

### Work Year

- B. The teachers' work year shall not exceed 184 days consisting of 180 teaching days, three days of in-service prior to the start of each school year (one of which shall be a teacher directed day scheduled in increments of not less than two half days) and one day during the school year to be used at the discretion of the District. The work year for counselors shall consist of 194 days as assigned by the District.

### Work Hours

- C. The regular workday is seven hours and forty minutes at elementary schools and seven hours and fifty-five minutes at secondary schools. The workday at Shandon Elementary School begins 25 minutes before the start of the instruction schedule. At all other schools, the workday begins 30 minutes before 1<sup>st</sup> period. The workday ends 30 minutes following the

end of the last class of the day at the respective school site. The workday includes a duty-free lunch period of at least 30 minutes. Faculty meetings will not be held during the lunch period.

1. For the term of this Agreement, one workday of each week shall be a minimum day for students with collaboration time for faculty and/or grade level meetings, staff collaboration, and/or planning for assignment, as well as meeting legal or District requirements.
2. All employees are required to attend four night activities during the school year. At the elementary schools, the night activities are: Back-to-School, Open House, one Parent Conference night, and one family engagement night. At the secondary level, the night activities are Back-to-School, one graduation, and two night events or activities. Parent conferences start no later than 5:30pm.
3. Preparation time at the secondary level shall be the equivalent of the class period which has been assigned as a preparation period. A secondary level teacher who substitutes on his or her scheduled preparation period shall be paid at the pro-rata hourly rate. The District will seek volunteers before assigning a teacher to substitute on his or her preparation period.
4. The District shall continue to receive and consider reasonable written requests from certificated employees for temporary exceptions to the workday schedule requirements, provided they are submitted in writing, in a timely manner, and do not cause any disruption in the student instruction during the employee's normal workday and work year with the District.
5. The district recognizes that on occasion unit members may leave after the student day has ended and their professional on-site responsibilities have been completed rather than necessarily observing the normal minimum on-site hours provided they receive the prior approval of the site administrator. "After the student day" means after the end of the last scheduled period at secondary schools; after the individual unit member's class has been dismissed at the elementary schools; and for all other contract unit members, after the last class has been dismissed at the school to which the unit member is assigned.

### Professional Development

- D. All professional development activities shall be linked to improvement of student achievement unless otherwise provided by law. The District agrees to pay the costs of participation in approved professional development programs, including travel.

### Job Sharing

- E. Job Sharing is a program where two unit members ("team") share the duties and responsibilities of one full-time teaching position. Each Job Sharing assignment is made for one school year. At the end of the school year, each team member shall return to the position held prior to the

Job Sharing assignment.

1. Job Sharing shall be limited to one Job Sharing Team per school (SES, SHS/PES). A Job Sharing assignment may be made available to an employee team where each unit member:
  - a. Has received a satisfactory or better rating on the most recent evaluation;
  - b. Possesses an appropriate credential; and,
  - c. Has submitted an application.

At least one prospective team member must have achieved tenure in the District.

2. Each team shall perform all of the usual customary duties of a teaching position.
  3. Notwithstanding any other provision of this Agreement, each team member shall attend the following regular District and school site functions as a part of the assignment:
    - District Pre-service Days;
    - Back-to-School Night;
    - Open House Night;
    - Parent-Teacher Conferences;
    - In-service, staff development days, and collaboration time; and,
    - All school site staff meetings (based on team schedule).
  4. The instruction schedule for the team shall be determined during the application and selection process.
- F. The Association shall appoint, in consultation with the administration, all teachers serving on LCAP committee. The Association acknowledges this will meet and satisfy its obligation to meet and confer.

## **ARTICLE XI DURATION**

- A. This Agreement represents the complete Collective Bargaining Agreement between the Shandon Unified School District and the Shandon Teachers Association, CTA/NEA, with respect to wages, hours, and other terms and conditions of employment which shall prevail during the term hereof. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

B. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2023, and shall automatically remain in effect for each succeeding 12 months or until completion of a subsequent binding written agreement by the parties, which shall supersede this Agreement.

### **RECOMMENDED FOR RATIFICATION**

For the District:

For the Association:

\_\_\_\_\_  
KRISTINA BENSON, Ed. D.  
District Superintendent

\_\_\_\_\_  
JILL SMITH  
Association President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

### **RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**SHANDON UNIFIED SCHOOL  
DISTRICT**

**SHANDON TEACHERS  
ASSOCIATION/CTA/NEA**

\_\_\_\_\_  
MARLENE THOMASON, President  
Board of Trustees

\_\_\_\_\_  
JILL SMITH, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nataly Ramirez, Clerk  
Board of Trustees

Dated: \_\_\_\_\_

**APPENDIX A  
SHANDON JOINT UNIFIED SCHOOL DISTRICT**

**5% increase for 23-24  
Steps 1-13-3%, 13-30-1%**

	BA/BS	(+30 SU)	(+45 SU)	(+60 SU)	(+75 SU)
STEP	I	II	III	IV	V
1	53,018	53,766	54,751	56,733	59,853
2	54,608	55,379	56,394	58,435	61,649
3	56,246	57,041	58,086	60,188	63,498
4	57,934	58,752	59,828	61,993	65,403
5	59,672	60,514	61,623	63,853	67,365
6	61,462	62,330	63,472	65,769	69,386
7	63,306	64,200	65,376	67,742	71,468
8	65,205	66,126	67,337	69,774	73,612
9	67,161	68,110	69,357	71,867	75,820
10	69,176	70,153	71,438	74,023	78,095
11	71,251	72,257	73,581	76,244	80,438
12	71,964	72,980	75,788	78,531	82,851
13	72,683	73,710	78,062	80,887	85,336
14	73,410	74,447	78,843	81,696	86,190
15	74,144	75,191	79,631	82,513	87,052
16	74,886	75,943	80,427	83,338	87,922
17	75,635	76,703	81,232	84,171	88,801
18	76,391	77,470	82,044	85,013	89,689
19	77,155	78,244	82,865	85,863	90,586
20	77,926	79,027	83,693	86,722	91,492
21	78,706	79,817	84,530	87,589	92,407
22	79,493	80,615	85,375	88,465	93,331
23	80,288	81,421	86,229	89,350	94,264
24	81,091	82,236	87,091	90,243	95,207
25	81,902	83,058	87,962	91,146	96,159
26	82,721	83,889	88,842	92,057	97,121
27	83,548	84,727	89,730	92,978	98,092
28	84,383	85,575	90,628	93,907	99,073
29			91,534	94,846	100,063
30			92,449	95,795	101,064

Masters Degree                \$1,500 Annually  
Doctorate                     \$2,500 Annually  
Annual Work Days:         185  
Extra Duty hourly Rate:    \$50.00  
Teacher in Charge:         1/2 Day, \$50.00, Daily Rate: \$100.00  
Ag Techers- + 20%  
H.S. School Counselor + 10 Days(at Daily Rate)

Board Approved Date: 6/13/2023-22/23-8%  
Board Approved Date: 4/16/2024-23/24-5%

**APPENDIX B**  
**CERTIFICATED STAFF EVALUATION REPORT**  
**SHANDON UNIFIED SCHOOL DISTRICT**  
**EVALUATION FORM**

Teacher: \_\_\_\_\_

Teaching Position: \_\_\_\_\_

Teaching Status:     Probationary         Continuing         Temporary

Administrator \_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Formal Observation Date: \_\_\_\_\_

Evaluation Conference Date: \_\_\_\_\_

Other Observation Dates: \_\_\_\_\_

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**EVALUATION CODE**

O – Outstanding – exceeded the requirements of the criteria, assignment, or responsibility.

S - Satisfactory - met or exceeded the requirements of the criteria, assignment, or responsibility.

N - Needs Improvement - did not fully meet all of the requirements of the criteria, assignment, or responsibility. Therefore, improvement is needed.

U - Unsatisfactory - did not meet the requirements of the criteria, assignment, or responsibility. Improvement must be evident.

NA - Not Applicable - not applicable to this teaching assignment or not observed.

EVALUATOR'S SUMMARY AND RECOMMENDATIONS:

Overall Evaluation Scale

Satisfactory: Performance is acceptable or sufficient.

Unsatisfactory: Performance is not acceptable and the need for further development is necessary.

The instructor evaluated is deemed to be:

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

Teacher signature certifies that the teacher has read and received a copy of this evaluation. Signature does not imply agreement with the evaluation, only that it was read and received. Teachers may write a response to this evaluation and have it attached. This response must be received within 10 school days.

# APPENDIX C OBSERVATION REPORT

School	Teacher	Subject	Date	Grade	# Students Present	# Paraprofessionals	Observer	Repeat Visit <input type="checkbox"/>
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## OBSERVABLE STANDARDS FOR TEACHING PROFESSION

### 1. Teacher uses variety of instructional methods to meet students' diverse needs.

- Gives info/illustrates concepts with variety of approaches/strategies
- Asks:
  - questions to check for understanding
  - students to compare, contrast, classify or use analogies/ metaphors
- Connects to prior knowledge
- Listens actively to student responses
- Requires summarizing/note taking
- Uses graphic organizers or non-linguistic representation
- Learning groups used
- Scaffolds instruction
- Generate/test hypothesis

Notes: \_\_\_\_\_

### 2. Teacher implements classroom procedures/routines that support learning.

- Daily routines (schedule, time lines, classroom rules) visible
- Learning goal/objective announced
- Direct instruction of class, small group, or individual students observed
- Reinforces effort/provides recognition
- Delves/probes/gives clues
- Lesson engages students

→ (Circle one) Highest level achieved during lesson:

Knowledge • Comprehension • Application • Analysis • Synthesis • Evaluation

Notes: \_\_\_\_\_

### 3. Teacher demonstrates knowledge of subject and best organization for learning.

- Information reflects clear knowledge of subject
- Lesson well organized, with clear academic tasks
- Lesson supports completion of tasks

Notes: \_\_\_\_\_

### 4. Teacher guides students in assessing their own learning.

- Rubrics and/or scoring guides visible for students to self-evaluate
- Student work displayed
- Homework analyzed/displayed
- Models strategies for self-evaluation reflection

Notes: \_\_\_\_\_

### STANDARDS-BASED INSTRUCTION

- 5. Teacher directs instruction to grade level standards.
  - Teacher relates lesson to a standard
  - Teacher details proficiency expectations of standard to students

→ (Circle One) Lesson BELOW • AT • ABOVE Grade Level

Notes: \_\_\_\_\_

### 6. Strategies for English Language Learners.

- Teacher Talk
  - Clear enunciation and correct modeling
  - Checks for understanding and modifies instruction if necessary
  - Variety of techniques – gestures, body language, hands-on
  - Key tasks explained or demonstrated in a variety of ways
- Student Talk
  - Frequent verbal and non-verbal responses
  - Choral or group or partner or interactive group work
- Adaptation of content
  - Graphic organizers or study guides or outlines or highlighted &/or summarized text
  - Developing academic language

Notes: \_\_\_\_\_

## APPENDIX C

# OBSERVATION REPORT

Notes

T O

<b>7. Learning Environment</b>				
<b>Instructional Resources</b>		Yes	No	
Textbook/materials (for all students)		<input type="checkbox"/>	<input type="checkbox"/>	
Sufficient desks/tables		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Classroom Physical Conditions</b>		Yes	No	
Lighting adequate		<input type="checkbox"/>	<input type="checkbox"/>	
Free from distracting outside noise		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Administrative Support</b>		Yes	No	
Classroom instruction free from administrative interruptions		<input type="checkbox"/>	<input type="checkbox"/>	
Classroom instruction free from other interruptions ( <i>...phone ringing, student from other class entering, intercom, etc.</i> )		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Technology</b>		Yes	No	
Available in class		<input type="checkbox"/>	<input type="checkbox"/>	
Used in class		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Parents/Paraprofessionals Working with Students</b>		Yes	No	
Cooperative group/centers		<input type="checkbox"/>	<input type="checkbox"/>	
Pairs		<input type="checkbox"/>	<input type="checkbox"/>	
Whole class		<input type="checkbox"/>	<input type="checkbox"/>	
Individually		<input type="checkbox"/>	<input type="checkbox"/>	
Other _____		<input type="checkbox"/>	<input type="checkbox"/>	
<b>8. Breakdown of Instructional Minutes</b>				
Time In: _____				
Time Out: _____				
Total Time Observed: _____				
A Intentional/Direct Instruction	_____			
B Direction giving	_____			
C Student guided practice	_____			
D Ind. work w/ teacher monitoring	_____			
E Ind. work w/o teacher monitoring	_____			
F Group work w/ teacher monitoring	_____			
G Group work w/o teacher monitoring	_____			
H Transitions	_____			
I Interruptions	_____			
J Other	_____			