



# ***COLLECTIVE BARGAINING CONTRACT***

**BETWEEN THE**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

**AND THE**

**NEVADA JOINT UNION HIGH SCHOOL**

**TEACHERS ASSOCIATION**

**JULY 2017-JUNE 2019**

*Updated: April 25, 2017*

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**ARTICLE I**  
**AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers' Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

**ARTICLE II**  
**RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of all regular certificated employees, including all nurses, librarian/media teachers and counselors, as well as probationary certificated employees of the District, and excluding management, confidential and supervisory employees, substitutes, and Adult Education employees, as defined in the Act, for the purposes of meeting and negotiating.

**ARTICLE III**  
**DEFINITIONS**

- 3.1 "Employee" refers to any employee who is included in the appropriate unit as defined in Article II and is therefore covered by the terms and provisions of this Agreement.
- 3.2 "Negotiable items" means employees' salaries, hours, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, evaluation procedures, organization security, procedures for processing grievances.
- 3.3 "Right to consult" means employees shall have the right to consult on educational objectives, courses and curriculum, selection of textbooks and any other matters which are of concern to the board and the association.
- 3.4 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, record data, worksheets and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
- 3.5 "Unpaid Leave of Absence" means that an employee shall receive no district paid fringe benefits, such as medical or dental, unless specifically granted by the board in its approval of leaves.
- 3.6 "School day" means the amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
- 3.7 "Immediate family" means mother, father, stepmother, stepfather, grandmother, grandfather, father-in-law, mother-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, stepchild, brother, sister, spouse or any relative living in the immediate household.
- 3.8 "Daily Rate of Pay" means the annual rate of pay divided by the number of teacher contract days.

- 3.9 "Hourly Rate of Pay" means the daily rate of pay divided by five (5).
- 3.10 "Board" means the NJUHSD Board of Trustees.
- 3.11 "Extended Illness Leave" means illness or accident caused by illnesses only. Will not include nursing of infants.

**ARTICLE IV**  
**NON-DISCRIMINATION**

- 4.1 The District shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, domicile, marital status, physical handicap, pregnancy, membership in an employee organization, or participation in the activities of an employee organization.
- 4.2 Employment application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

**ARTICLE V**  
**ORGANIZATIONAL RIGHTS, PRIVILEGES AND SECURITY**

- 5.1 No reprisal, reprimand, or other action shall be taken against any member because of Association activities provided they are not contrary to statute or the terms of this Agreement.
- 5.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property so as not to interfere with an employee's normal classroom functions.
- 5.3 The District shall place on the agenda of each regular Board meeting as an item for consideration under "new business" any matters brought to its consideration by the Association.
- 5.4 The District will provide the Association with the Board meeting agenda, minutes and related background information pertinent to employee functions and/or responsibilities except for closed session items at least 24 hours prior to the regular Board meetings, unless special circumstances prevail.
- 5.5 The Association shall have the right to make use of school buildings and communication facilities at all reasonable hours for the transaction of official association business with the advance permission of the District. The Association shall pay reasonable costs for supplies and use of copying equipment.
- 5.6 The Association shall have the right to use school bulletin board and intra-district mail service for legitimate association communications to its members.
  - 5.6.1 The Association may be allowed to have up to two meetings per semester for the Association. These meetings would require the school district to go on an assembly day schedule so the meetings can take place during school hours while employees are in attendance. These meetings require a two- week notice to the District.
- 5.7 Teachers elected to offices in the California Teachers' Association, the National Education Association, and the Nevada Joint Union High School Teachers' Association shall have release time to perform the duties of the elected office in accordance with Association leave which may be found in the Leave Article found in this Agreement.



- 5.8 The District shall pay for a release period for the NJUHSTA President.
- 5.9 The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay said deducted dues to the Association within a reasonable time thereafter.
- 5.10 The Association may appoint up to four (4) members to the District Budget Committee.

**ARTICLE VI**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 6.1 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.2 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.
- 6.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.4 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.
- 6.5 The Association hereby indemnifies the District and holds it harmless against any and all suits, claims, demands, and liabilities that shall arise out of, or by reason of, any action taken, or not taken, by the District for the purpose of complying with any provision of this section in a response to an official written request or demand by the Association.

**ARTICLE VII**  
**GRIEVANCES**

7.1 Definitions:

A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the Administrative regulations and procedures of this School District are not within the scope of this procedure.

A "grievant" is any unit members(s) covered by the terms of this Agreement or the Association.

A "day" is any work day for a bargaining unit member.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

## 7.2 Informal Level:

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with his immediate supervisor.

## 7.3 Formal Level I: Immediate Supervisor

7.3.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on the appropriate form to his immediate supervisor. This statement shall be a clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought. The administrator shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

## 7.4 Formal Level II: Superintendent or His/Her Designee

7.4.1 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate his decision to the grievant within ten (10) days. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

## 7.5 Formal Level III: Board of Education

7.5.1 If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within ten (10) days to the Board of Education. The Board has twenty (20) days within which to provide the grievant an opportunity to meet with the Board in executive session for the purpose of resolving the grievance.

## 7.6 Formal Level IV: Mediation

7.6.1 If the grievance is not resolved at Level III, or if no decision has been rendered within the timelines specified in Level III above, the District and/or the Association may, within ten (10) days of the District's decision at Level III, recommend that the grievance be referred to a neutral mediator.

7.6.2 If the parties agree to mediate the grievance, the District shall request the service of a mediator from the California State Mediation/Conciliation Service for the purpose of assisting in an attempt to resolve the dispute.

7.6.3 If the parties reach an agreement resolving the grievance, the agreement shall be reduced to writing and signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of that grievance.

7.6.4 In the event that the grievant, the Association and the District are unable to resolve the grievance with the mediator's assistance, the Association shall have ten (10) days from the end of the mediation process to proceed to Level V (Arbitration).

7.6.5 All discussion and any proposals offered by any party during mediation shall remain confidential and shall not be admissible for any reason during arbitration.

7.7 Formal Level V; Binding Arbitration

7.7.1 If the grievant is not satisfied with the disposition of his/her grievance at Level IV, or if no written decision has been rendered within ten (10) days after he/she has met with the District, he/she may submit a written request for arbitration to the Association within ten (10) days after the date the response is due from the Board. The decision on whether to grant or deny a unit member's request for arbitration rests exclusively with the Association.

7.7.2 The District and the grievant may mutually agree on an arbitrator from a mutually approved list of persons experienced in hearing grievances. If both parties are unable to agree on an arbitrator, the grievant and the District shall request the State Conciliation Service to provide a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party will alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

7.7.3 The arbitrator shall, after determining the arbitrability of the grievance, conduct a hearing and consider evidence and arguments pertaining to the grievances and submit a solution. If the parties to the grievance cannot agree on such submission, the arbitrator shall submit a final determination of the grievance in writing to both parties. Such findings shall be final and binding on both parties. Nothing shall preclude both parties from mutually agreeing to shorten or extend any timelines within this level. Such mutual exceptions shall be in writing. Costs for arbitration, including but not limited to arbitrator's fees and expenses, pre-hearing, filing fee, hearing room, transcript and post-hearing, shall be borne equally by the District and the Association. The arbitrator shall not have the power to expand, modify or change any of the express terms and conditions of this Agreement.

7.7.4 No reprisals of any kind will be taken by either party against any grievant, any party directly involved, the District, any member of the Local Association, or any other participant in the grievance procedure.

**ARTICLE VIII**  
**MAINTENANCE OF BENEFITS**

8.1 The District shall not reduce or eliminate any benefits or practices contained within this Agreement unless otherwise provided by the express terms of this Agreement, or unless the Association, through the negotiation process, agrees to the change.

**ARTICLE IX**  
**DEPARTMENT CHAIRS & HEAD COUNSELORS**

9.1 Department Chairs and Head Counselors for Comprehensive High Schools (NUHS and BRHS)

### 9.1.1 Duties

All department chairs and head counselors shall perform the duties as set forth below.

Department Chairpersons shall be responsible for the following:

- a) Serves to organize and guide department activities, including:
  - facilitating investigation and discussion of best practices in curriculum, instruction, and assessment;
  - facilitating department decision-making;
  - coordinating collaboration time to support department, Western Association of Schools and Colleges, Single Plan for School Achievement, and Local Control Accountability Plan goals;
  - participating and sharing in opportunities for mutually agreed upon professional development that informs and supports best instructional practices within the department;
  - and supporting and encouraging department members in their own development as professionals.
- b) Orders textbooks and works with committees on textbook selections.
- c) Attends Department Chair meetings and acts as liaison for department.
- d) Provides orientation for new and student teachers and provides feedback and assistance during the school year.
- e) Coordinates yearly update of course outlines and curriculum guides.
- f) Liaison for WASC accreditations.
- g) Provides input to the principal and department members concerning the master schedule.
- h) Liaison for in-service/staff development.
- i) Must sign purchase order/requisitions for department.

### 9.1.2 Selection

Department chairs and head counselors shall be selected by the following method:

9.1.2.1 Each department chairperson and head counselor shall be selected by a secret ballot vote of all department members by no later than June 1 of each year. A member of the department selected by the faculty members in that department shall count the ballots in the presence of an administrator and the results shall be reported to the principal.

9.1.2.2 The candidate in each department receiving the highest number of votes shall be selected as the department chair. In the event of a tie, the administration will make the final selection of the department chairperson.

### 9.1.3 Evaluation

Department chairpersons and head counselors shall be evaluated by an immediate site supervisor using an evaluation form developed by the District and reviewed by the Association. This evaluation shall be separate from the teacher performance evaluations conducted pursuant to Article XVIII and shall not be placed in personnel files.

### 9.1.4 Consultation

In all matters concerning department budgets, department scheduling, attendance procedures and surveys, the department head or head counselor shall be consulted.

### 9.1.5 Budget

Once the budget figure for travel expense for the department is set, the department head or head counselor shall decide, after consultations with his/her department members, how the funds are to be used. As long as expenditures remain within the budgeted amount the administration cannot forbid the use of any travel funds approved by the department head except in cases of financial emergencies.

9.2 Chairpersons at Ghidotti Early College High School ("Ghidotti"), Silver Springs High School ("SSHS"), and North Point Academy ("NPA")

9.2.1 Duties

Perform duties as assigned by the site Principal and provide school support as defined by the site principal prior to the chairperson election.

9.2.2 Selection

Ghidotti, Silver Springs and North Point Academy shall each have the equivalent of two Chairpersons stipends (can be split into 2-4 positions). These positions shall be selected by the following method:

9.2.2.1 The Chairpersons at each site shall be selected by a secret ballot vote of all unit members by no later than June 1 of each year. A member of the certificated staff selected by the faculty at the site shall count the ballots in the presence of an administrator, and the results shall be reported to the principal.

9.2.2.2 The candidates at each site receiving the highest number of votes shall be selected as the Chairpersons. In the event of a tie for a position, the administration will make the final selection of the department chairperson.

9.2.3 Evaluation

The Chairpersons at Ghidotti, Silver Springs, and North Point Academy shall be evaluated by an immediate site supervisor using an evaluation form developed by the District and reviewed by the association. This evaluation shall be separate from the teacher performance evaluations conducted pursuant to Article XVIII and shall not be placed in personnel files.

9.2.4 Consultation

In all matters concerning department budgets, department scheduling, attendance procedures and surveys, the chairpersons shall be consulted.

9.3 Department Chair/Head Counselor Configuration by Site

9.3.1 Nevada Union High School and Bear River High School

9.3.1.1 Nevada Union High School and Bear River High School shall have a total of ten (10) department chairs/area coordinators in the following areas:

Science	Visual and Performing Arts
English/Library	Foreign Language
Social Studies	Special Education

Math  
Health/GSR/PE

Career Technical Education  
Counseling

9.3.1.2 All bargaining unit members who serve as Head Counselors shall receive a flat stipend amount of \$3490 per year.

9.3.1.3 Nevada Joint Union High School District chairpersons shall be paid a stipend equal to \$2000 per year and \$50 per section. However, any bargaining unit member who was serving as a chairperson during the 2003-04 school year and who continues to serve as a chairperson without any break in service as department chairperson shall be guaranteed not less than \$3490 per year, which is an amount that includes both the stipend and the \$50 per section allocation.

9.3.1.4 All department chairperson in the five (5) core subject areas of science, English, social studies, math and special education, as well as the chairpersons at Ghidotti, Park Avenue, and North Point Academy, shall be released on instructional days from their regular teaching responsibilities for the express purpose of performing department chair duties in the following manner:

<u>Number of Sections</u>	<u>Number of Release Days</u>
40 to 49	4 days
50 to 59	5 days
60 to 69	6 days
70 to 79	7 days
80 to 89	8 days
90 to 99	9 days
100+	10 days

9.3.1.5 The department chairpersons for math and English shall each receive 2 additional release days for preparation relating to the high school exit exam.

9.3.2 Number of Chairpersons at Ghidotti, Early College High School ("Ghidotti"), Silver Springs High School ("SSHS"), and North Point Academy ("NPA")

Ghidotti, Silver Springs, and North Point Academy shall each have the equivalent of two (2) **chairpersons'** stipends at an annual stipend of \$3490 per year. If a stipend is split, it shall be split equally.

#### 9.4 District-Wide Department Chair

9.4.1. The District shall have one district- level department chair stipend for special education at an annual stipend equivalent to other Nevada Joint Union High School District department chairs as outlined in sections 9.3.1.3 – 9.3.1.4 of the collective bargaining agreement (\$2000 per year plus \$50/section and release days as applicable). The sections counted for this stipend will be the total sections in the Severely Handicapped (S/H) program, the Emotionally Disturbed (ED) program and the NU STEP program.

#### 9.4.2 Selection

The district-wide department chair for special education shall be selected by a secret ballot vote of all department members from the S/H program, the (ED) program (RISE), and the NU

STEP program by no later than June 1 of each year. A member of the aforementioned programs selected by the faculty members of the programs shall count the ballots in the presence of an administrator and the results shall be reported to the Director of Special Education.

The candidate receiving the highest number of votes shall be selected as the district-wide department chair for special education. In the event of a tie, the Director of Special Education will make the final selection of the department chair person.

- 9.4.3 The district-wide department chair for special education shall have the same duties, evaluation, consultation and budgeting process as outlined in the collective bargaining agreement for site department chairs/area coordinators.

## 9.5 District Curriculum Committee

9.5.1 This District Curriculum Committee (DCC) will serve as a forum for curricular concerns throughout the district, including but not limited to State Department of Education Model Curriculum Standards, the California Common Core Standards, District Courses of Study, online learning, curriculum alignment, staff development, curriculum practices and methodologies, integrated curriculum and small learning community development, testing, evaluation, and accountability. It will serve as a vehicle for district-wide articulation of resources such as special projects, site councils, site priorities, and district-wide priorities.

9.5.2 In order to achieve a better curriculum balance at NJUHSD, it is necessary to have a group which represents all areas of the curriculum. The configuration of the committee shall be as set forth in 9.4.3 and 9.4.4 below.

### 9.5.3 The Voting Membership of the DCC

a. The voting membership of the DCC will be composed of the following: two teachers from Bear River's Site Curriculum Committee and two teachers from Nevada Union's Site Curriculum Committee. One teacher from each of the following sites will represent the certificated teachers from that site: Silver Springs High School, North Point Academy, and Ghidotti Early College High School.

b. Teacher representatives will be elected by the members of the schools' site curriculum committees. In the absence of a curriculum committee, representatives will be elected by the site certificated staff. In addition to teacher membership, there will be one comprehensive school counselor representative from each of the comprehensive sites, and one alternative school counselor representative who shall be elected by members of the District Guidance Council.

c. The voting administrative members will include the five site Principals. In addition, the Director of Special Education will serve as a voting member on the Committee. The voting members will serve a two-year term unless a vote at the site is necessary as a result of a DCC member no longer serving on the Site Curriculum Committee.

9.5.4 The Non-Voting Membership of the DCC shall include the District Curriculum and Instruction Administrator, who serves as the chair and facilitator of the Committee, the District Technology Director or his/her designee, the District Testing Coordinator, a representative of the District Board of Trustees, and a representative from the Regional Occupational Program (ROP).

- 9.5.5 All curriculum recommendations made by this group shall be forwarded to the Superintendent who shall recommend or not recommend action by the Board.

**ARTICLE X**  
**PROBATIONARY AND NON-REEMPLOYMENT**

- 10.1. Probationary certificated employees hired July 1, 1983 and thereafter may be terminated from the District service as provided by the following provisions:

10.1.1 First Year Probationary Employees

10.1.1.1 Notice of Non-Reelection of Employment

(Non-disciplinary action) The Superintendent or designee will, if possible, conduct a preliminary conference with the first year employee, by March, to review his/her work performance. If a decision is made to not reemploy the first year employee, the Superintendent shall submit a written notice of non-reelection of employment to the employee no later than April 30th. This decision is final and not reviewable.

10.1.1.2 Cause Dismissal

If the Superintendent/designee determines that it is necessary to dismiss the first year employee mid-year, for cause, the employee may request a hearing, as provided in the California Education Code, and the decision of that hearing shall constitute a recommendation to the Board of Trustees and shall be advisory only.

10.1.2 Second Year Probationary Employees

10.1.2.1 Cause Dismissal

Mid-year dismissals for cause shall be as provided in section 10.1.1.2 above for first year probationary employees.

10.1.2.2. Notice of Non-Reelection of Employment

(non-disciplinary action) The Superintendent/designee will, if possible, conduct a preliminary conference with the second year employee by February, to review his/her work performance. If the decision made is non-reemployment, the Superintendent shall submit a written notice of non-reelection of employment to the employee no later than March 15th. The employee receiving the above notice may request:

10.1.2.2.1 A closed session review, by the Board of Trustees, of the Superintendent's decision of non-reemployment, or in the alternative,

10.1.2.2.2 A closed advisory review, by a mutually agreeable third party, whose review would be limited to the Superintendent's recommendation(s) and procedural application such as time-lines. This review shall constitute a recommendation to the Board of Trustees and shall be advisory only.



## **ARTICLE XI** **TRANSFERS**

### 11.1 Definitions:

11.1.1 "Transfer" means a teacher moving from one site/school to another.

11.1.2 "Reassignment" means a teacher within a site moving from one teaching assignment to another, e.g. a teacher moving from science to teach art. In order for such a move to be considered a reassignment the teacher must teach at 4/5ths (4 periods of the new subject).

11.1.3 Sites include all programs and schools located on any of the following campuses: Nevada Union High School, Bear River High School, and Silver Springs High School.

### 11.2 Assignment of 6/5<sup>th</sup>

Whenever the need for a 6/5ths arises, the District shall post the assignment only at the site where the 6/5ths exists and shall select among the applicants on the basis of the following criteria:

- Certification as highly qualified in the subject matter of the 6/5ths if in a core subject;
- Credentialed in the subject matter of the 6/5ths;
- The applicant's preparation period fits within the scope of the available periods for the 6/5ths as outlined in the Master Schedule;
- Beginning with 2006/2007, if all of the above factors are equal, the bargaining unit member with the greatest District seniority will be selected and any subsequent 6/5<sup>th</sup> assignment shall rotate through all qualified applicants based upon seniority who have not yet been assigned a 6/5ths.

A part-time unit member who meets the criteria listed above may be considered for the additional 1/5<sup>th</sup>.

### 11.3 Voluntary Transfers and Reassignments

11.3.1 The District shall decide whether to grant or deny a voluntary transfer or reassignment request based on the following criteria:

- Certification qualifications
- Seniority
- Recent training and/or experience of the bargaining unit member requesting the transfer or reassignment as compared to those of other candidates for both the position to be filled and the position to be vacated.
- Special and personal qualifications of the staff member such as co-curricular experience or expertise in coaching, music, art, drama, academic competitions, etc., as needed in the position.
- The needs of the students and the needs of the site(s).
- If all of the above factors are equal, the bargaining unit member with the greatest District seniority, e.g. the longest, unbroken period of District employment without any unpaid leaves of absence in excess of two years, shall be selected.

11.3.2 Teachers seeking to voluntarily transfer or be reassigned shall file a written request with the District Office. The request shall be valid for one academic year. The District shall make every effort to insure that the identity of teachers requesting transfer/reassignment be kept confidential and shall be made known only to the District Office designees.

11.3.3 The District will provide notification of all openings to NJUHSTA and to applicable transfer requesters. A list of vacancies shall be posted in a conspicuous place in each school.

#### 11.4 Involuntary Transfers and Reassignments

11.4.1 Whenever the District initiates an involuntary transfer or reassignment request and only two (2) or three (3) bargaining unit members possess the appropriate certification qualifications, the District may select from among the two (2) or three (3) properly credentialed unit members based on the following factors:

- additional credentials or supplementary authorizations
- recent teaching experience
- needs of the student

11.4.2 Whenever the District initiates an involuntary transfer or reassignment where there are four (4) or more bargaining unit members who possess the appropriate credential qualifications, the District shall select from among the three (3) least senior properly credentialed employees.

11.4.3 An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the administrator initiating the transfer or reassignment. The teacher shall have the right to representation at the meeting.

11.4.4 A list of open positions in the District shall be made available to all teachers being involuntarily transferred or reassigned. Such qualified teachers may request and must be offered the positions authorized by their credentials and recent subject matter experience, in order of preference to which they desire to be transferred. All such teachers shall be given adequate time off, in accordance with District policy (two days), for the purpose of contacting schools at which positions exist.

11.4.5 No unit member shall be involuntarily transferred if that unit member has been involuntarily transferred within the past two school years.

#### 11.5 Other Provisions

11.5.1 For purposes of transfer and reassignment, teachers do not earn time towards seniority during leaves of absence. Teachers returning from leaves of absence are not entitled to return to their previous position in the District regardless of their seniority.

11.5.2 Any teacher subject to formal disciplinary procedures, other than placement of a letter of public complaint in the teacher's personnel files by the District, is not eligible to request a voluntary transfer or reassignment, while disciplinary procedures are in effect, unless expressly permitted by the District. During formal disciplinary procedures teachers will still earn time towards seniority within the District. During formal disciplinary procedures have been completed such teachers will then be entitled to exercise voluntary transfer and reassignment.

11.5.3 Special provisions shall be made for teachers who are assigned to more than one school to ensure adequate amounts of time for lunch and preparation periods. They will be compensated for mileage.

11.5.4 Teacher shall not be transferred or reassigned arbitrarily, capriciously, or without a rational basis in fact. Transfers and reassignments shall not be used as disciplinary measures.

### 11.5.5 Voluntary Transfers/Reassignment and Post-Layoff Reemployment

- 11.5.5.1 Vacancies arising after the May 15<sup>th</sup> deadline for final notices of layoff but no later than seven (7) calendar days before the first day of instruction shall be advertised in the following manner. Vacancy announcement shall be emailed to bargaining unit members and posted at the following high schools: Bear River High School ("BRHS"), Ghidotti Early College High School ("GECHS"), Nevada Union High School ("NUHS"), North Point Academy ("NPA") and Silver Springs High School ("SSHS").
- 11.5.5.2 Any request to be voluntarily transferred or reassigned to vacancies posted pursuant to 11.5.5.1 above shall be submitted no later than 72 hours after the District entailed the vacancy announcement to bargaining unit members. Employees that had previously requested a voluntary transfer/reassignment through written notification will be contacted to see if they are still interested, and if so, they will be considered.
- 11.5.5.3 To be eligible to request a voluntary transfer/reassignment to a vacancy pursuant to paragraph 1 above, a bargaining unit member must be highly qualified in the subject are of the vacancy.
- 11.5.5.4 For any unit member who meet the eligibility requirements, the District shall consider the unit members' request for voluntary transfer/reassignment in accordance with the criteria set forth in 11.3.1, except that :  
If any laid off unit member on a reemployment list pursuant to Education Code section 44956 and 44957 is qualified for a vacancy posted pursuant to 11.5.5.1, the District may grant an existing unit member's request for transfer/reassignment to that vacancy, only in those cases where the position begin vacated by the unit member seeking to be transferred or reassigned may be filled by a laid off unit member on the statutory reemployment list.

### 11.5.6 Transfers to New Programs/Sites/Schools

For the express purpose of initial staffing, herein defined as the first four years of a site/school/program's formation, the District shall have the right to transfer or reassign any teacher, who voluntarily consents, to a newly established school/site/program based on the following criteria:

- The needs of the students and the needs of the schools/site/program;
- Certification qualifications, including highly qualified status in core areas, major or minor in the subject matter, advanced degree, etc;
- Experience, training, skills, and abilities related to the position;
- Special and personal qualifications of the staff member, including co-curricular abilities and experience (for example: coaching, music, art, drama, academic competitions)

The District shall retain the ability to hire the candidate who is most qualified of which the district shall be the sole judge.

At the beginning of the fifth year of the school/site/program any further transfers or reassignments shall be made in accordance with the provisions of this Article.

**ARTICLE XII**  
**TEACHING HOUR AND TEACHING LOAD**

**12.1 Teacher Contract Year:**

12.1.1 For the 2015/2016 school year only, two additional staff development days shall be added to the salary schedule. One of these staff development days shall be equal to a minimum of six hours for district-arranged technology training including, but not limited to, eSchool, Schoology, Google and/or OARS. The District shall offer a minimum of twelve (12) training opportunities at each comprehensive site. Other non-district sponsored activities will be considered. These trainings must be completed by the last day of the third quarter. The other staff development day will be a regular contract day on April 25, 2016. This will be a total of 185 contract days for the 2015/16 school year.

For school years 2016/17 school year through the 2019/2020 school year, two additional staff development days shall be added to the calendar for a total of 185 contract days.

These additional staff development days will be paid for by one-time common core/mandated cost funds. The Association and the District recognize the one-time nature of this funding and agree to a commensurate salary reduction when this clause sunsets at the end of the 2019/2020 school year.

12.2 The length of the employee work day, including preparation time, lunch, and time required before and after school shall not exceed seven (7) consecutive hours. However, the District may require building-based employees to attend three (3), sixty (60) minute meetings each semester. For safety purposes, staff members are expected to be present on campus during the seven-hour work day unless the employee gives prior notification.

Beginning with the 2016/17 school year the comprehensive sites will start no later than 8:30 a.m.

12.3 With respect to the meetings referred to in paragraph 12.2 of this Article, the District representative who calls such meetings shall provide employees with an agenda for the meeting at least one day before such meeting is held and may permit employees to place items on the agenda.

12.4 No employees shall be required to be on campus more than thirty (30) minutes before the beginning of the students' regular school day except to attend the meetings referred to in paragraph 12.2 of this Article.

12.5 A duty-free lunch period shall be provided for each employee. It shall be at least as long as the student lunch period or thirty (30) consecutive minutes, whichever is longer, exclusive of passing periods.

12.6 All employees shall have at least the equivalent of one period of forty-five (45) minutes set aside each day exclusively for preparation and planning, except on days of special schedules in which case the employee's preparation period shall be no less than a teaching period of said schedule.

12.6.1. The District shall schedule shortened student days for the purpose of interdepartmental or intra-departmental teacher collaboration. At Nevada Union High School and Bear River High School, the tasks and activities for 50% of these days shall be coordinated by the Department Chair/Area Coordinator in pursuit of department, site, and district goals. At Ghidotti Early College High School, Silver Springs High School and North Point Academy, the tasks and

activities for 50% of these days shall be coordinated by the Chairpersons in pursuit of site and district goals. The other 50% of these days will be directed by the Administration.

12.6.1.1 At Nevada Union High School and Bear River High School, the tasks and activities for 50% of these days shall be coordinated by the Department Chair in pursuit of department goals, in alignment with Western Association of Schools and Colleges, Single Plan for School Achievement, and Local Control Accountability Plan.

Department Collaboration:

- Department members will determine department goals to pursue.
- Department members will collaboratively determine the use of their department collaboration time.
- Department chairs will report results of collaboration time to site administration.

The other 50% of these days will be coordinated by site Administration.

12.6.1.2 At Ghidotti Early College High School, Silver Springs High School and North Point Academy, the tasks and activities for 50% of these days shall be coordinated by staff members in pursuit of staff goals, in alignment with Western Association of Schools and Colleges, Single Plan for School Achievement, and Local Control Accountability Plan goals.

- Staff members will determine common goals to pursue.
- Staff members will collaboratively determine the use of their collaboration time.
- Staff chairs will report results of collaboration time to site administration.

The other 50% of these days will be coordinated by site Administration.

12.7 No employee shall be required to teach more than five periods without his written voluntary consent, except at the William and Marian Ghidotti High School where no employee shall teach more than six (6) sections and a thirty(30) minutes advisory; on a rotating block schedule consistent with the Sierra college class schedule.

12.8 Whenever administratively practical, and whenever the District's financial resources allow, and whenever the facilities are available, the average class size of total students taught multiplied by 6 and divided by the number of sections shall not exceed 28 pupils.

12.8.1 Class Size

- a) Freshman math (Integrated Math I, Algebra A/B, Pre-Algebra, Algebra I) and freshman English classes will be staffed so as not to exceed an average of 25 to 1. Freshman math and freshman English classes shall not exceed 28. If at any time after the first 20 days of school, the pupil count exceeds 28 for a period of 10 consecutive days, the teacher will be compensated \$750 per semester. At the end of each quarter, the district shall notify the Association, in writing, the number of violations.
- b) Core classes (Math, English, Science, Social Science, Health/Frosh Tech. courses which are required for graduation) will be staffed as not to exceed 35. If at any time after the first 20 days of each semester, the pupil count exceeds 35, for a period of 10 consecutive days, the teacher will be compensated Seven Hundred Fifty Dollars (\$750) per semester. At the end of each quarter, the district shall notify the Association, in writing, the number of violations.

#### 12.8.2 Balance of Class Size

- a) The parties are in agreement that the procedures that guide the assignment process and the student placement process will include balance within departments, balance between core academic departments, and balance between all sections within each unique course at each school site.
  - b) The district will document class size inequities and report to the negotiating team at subsequent bargaining sessions. The parties agree that class size language shall be regularly reviewed and discussed; this shall not be considered an item that needs to be sunshined.
- 12.9 In the event a teacher aide is hired or assigned to an employee's classroom, the employee to whom the aide is assigned may give input in the hiring, evaluation, and potential reassignment of the aide. Staff may report concerns regarding the placement or performance of an aide to Administration.
- 12.10 If, as a result of an emergency as determined by the District (such as fire, water contamination, inclement weather, or other unforeseeable events), the normal work schedule for certificated bargaining unit members must be modified, the bargaining unit's contractual work year of 183 days may be reduced by a maximum of three (3) work days without any adjustment in compensation.

### **ARTICLE XIII** **TEACHER FACILITIES AND SUPPLIES**

- 13.1 Each child shall have one serviceable desk or work station in each classroom.
- 13.2 There shall be adequate space for storage of instructional materials and supplies.
- 13.3 Each classroom shall have an employee's desk, chair, and one filing cabinet.
- 13.4 Employees shall have work area(s) on each campus which will contain adequate equipment and supplies. Equipment shall be serviced on a regular basis and shall be kept in useable condition at all times.
- 13.5 Every campus shall have one room or a designated area to be utilized as a library.
- 13.6 Adequate, well ventilated, well lighted, and noise-free space shall be provided at each campus for all specialists (reading teachers, nurse, speech teachers, etc.) if available.
- 13.7 The district shall maintain a large enough reserve of audio-visual equipment so that any broken equipment can be replaced with a loaner until such time as the original equipment is returned.
- 13.8 Except in emergency situations, all repairs to classrooms shall be after regular classes have been dismissed for the day.
- 13.9 All classrooms which have windows facing the sun shall be provided with shades that are in good condition.
- 13.10 Adequate supplies shall be provided to all employees. The necessary number of textbooks shall be provided.

**ARTICLE XIV**  
**NON-TEACHING AND EXTRA-CURRICULAR DUTIES**

- 14.1 "Non-teaching duties" means any duties which are required by the District, which do not involve instruction of students and which take place outside of the regular teaching day as defined by Article XIII of this Agreement. Such duties may include and are not limited to bus duty, mandated meetings with parents and supervision of student activities. These "non-teaching duties" shall be performed on a non-paid basis. All unit members shall be required on a District-wide basis to provide eight (8) hours of non-teaching duties, in addition to providing supervision at Back-to-School Night, each school year.
- 14.2 Class advisors shall be exempt from providing the eight (8) hours of non-teaching duties and supervision at Back-to-School Night, and shall not be assigned any non-teaching duties the year following their duties as senior class advisor.
- 14.3 Paid "Extra-curricular duties" means those duties which are enumerated in a Special Assignment Salary Schedule. Paid extra-curricular duties shall be voluntary.
- 14.4 Non-paid "Extra-curricular duties" means any duties where an employee serves as an unpaid advisor. These duties may include drill team advisor and club advisors. These duties shall be voluntary.
- 14.5 An employee shall obtain written release form and permission from the District or its authorized representative to take students on a field trip and to transport such students in his personal automobile. Written permission shall mean that the trip is a school-sponsored activity with the District liable for any personal injuries or deaths, or damage to personal or real property arising during the course of such trips.

**ARTICLE XV**  
**PROFESSIONAL ACTIVITIES**

- 15.1 "Professional Activities" means any activities sponsored or financed by state, county, school district, or professional non-labor organization such as in-service education, clinics, conferences, workshops.
- 15.2 "In-service education" refers to the workshops, meetings and seminars held locally based on the in-service needs of employees within the district or particular departments. Such program shall include, but not be limited to, college or university course work, group experiences such as lectures and professional association meetings and individualized training programs.
- 15.3 Upon approval, clinics and conferences attended by employees will be funded by the School District in accordance with District policy. Requests for advanced funds are to be made not later than two (2) weeks prior to conference or clinic.

**ARTICLE XVI**  
**EMPLOYEE SAFETY**

16. A written description of the rights and duties of all administrators and employees with respect to student discipline, including the rights of suspended students, shall be presented to each employee in writing on the first day of each school year.

- 16.1 The District or its representative shall exclude from a class any student who has filthy or vicious habits; or suffers from a contagious or infectious disease; or suffers from a physical or mental disability which would cause his attendance to be inimical to the welfare of other students.
- 16.1.1 The District or its representative shall act upon the employee's recommendation within five (5) days.
- 16.1.2 Should the District or its representative fail to follow the employee's recommendation it shall provide the employee with its reasons in writing.
- 16.2 A student excluded under paragraph 16.1 above shall not be entitled to return to any classroom until such time as the District determines that the condition which prompted the exclusion no longer exists and the employee into whose class the student is to be assigned has been notified of such assessment.
- 16.3 An employee may suspend a student from class for the day of the suspension and the day following for good cause, in accordance with Education Provision 48900 and 48910. He shall report the suspension to his principal and send the student to the principal and/or principal's designee for appropriate action. The pupil may not be returned to the class from which he was suspended during the period of the suspension without the concurrence of the employee and the principal and/or principal's designee.
- 16.4 "Good cause" includes, but is not limited to, the offenses enumerated in Sections 48901 and 76030 of the Education Code.
- 16.5 A written description of the rights and duties of all administrators and employees with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall be presented to each employee in writing on the first day of each school year.
- 16.6 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the police.
- 16.6.1 Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- 16.7 The District may reimburse certificated employees for any loss, damage, or destruction of clothing or personal property of the employee while on duty in the school, on the school premises, or on a school-sponsored activity (such as a field trip) unless such damage is due to negligence by the employee.

**ARTICLE XVII**  
**PUBLIC COMPLAINTS AGAINST TEACHERS**

17. Any written or oral complaint about an employee shall be reported to the employee by the administrator receiving the complaint within a reasonable time. If the matter is not reported to the employee, no further action will be taken on the complaint.
- 17.1 The following procedure will apply with regard to anonymous complaints received against bargaining unit members:



- 17.1.1 The District will investigate anonymous complaints lodged against bargaining unit members when such complaints involve alleged sexual harassment, gender inequality, hostile environment, or a serious breach in the responsibility to insure student safety. Nothing herein shall alter the District's legal responsibilities to report suspected child abuse.
- 17.1.2 Before commencing an investigation regarding such an anonymous complaint, the District shall meet with the bargaining unit member to notify him/her with a copy if the anonymous complaint is written. The unit member shall be granted an opportunity to rebut the complaint, either verbally in the meeting with the District, in writing or both. The bargaining unit member shall be entitled to have a representative of his/her choice present at any meeting with the District regarding the anonymous complaint.
- 17.1.3 In the event the complaint is not resolved following the District's meeting with the bargaining unit member, the District shall ask the bargaining unit member to identify those individuals that the member would like the District to interview. The District will interview any of the identified individuals who can be located and who consent to be interviewed.
- 17.1.4 If, following the interviews of the unit member's witnesses, the District finds it necessary to continue the investigation by interviewing students, the District agrees that the students to be interviewed will be selected using a random method that the bargaining unit member is free to observe.
- 17.1.5 Should the bargaining unit member request that an outside investigator conduct the student interviews, the selection of the outside investigator shall be made by the District. The Association shall be provided with the outside investigator's curriculum vitae and shall have the right to approve or reject the District's selection. The District shall follow this same procedure until the parties agree on a neutral investigator.
- 17.1.6 After the District has notified the unit member of the complaint and given him/her an opportunity to respond, the District may interview adults, other than those identified by the bargaining unit member, who may have information relevant to the complaint and who consent to be interviewed.
- 17.1.7 In the event (that as a result of the District's investigation), the bargaining unit member is exonerated, the District and the Association agree that the letter advising the bargaining unit member of the District's conclusions shall be maintained in a special file at the District Office. Should a new complaint be lodged against the same bargaining unit member in the future, whether anonymous or otherwise, the Association, the unit member, and the District shall be entitled to obtain a copy of the District's prior letter of exoneration.
- 17.2 The following procedure will apply with regard to non-anonymous complaints received against bargaining unit members.
  - 17.2.1 Should the administrator or the employee believe that the allegations in the complaint be sufficiently serious to warrant a meeting, the administrator shall schedule a meeting with the complainant and the employee.

17.2.2 If the matter is not resolved at the meeting to the satisfaction of the complainant, in order to take further action, he/she shall be required to put the complaint into writing and submit it to the District with a copy to the employee.

17.2.3 The employee may prepare a written response to such complaint. The response shall be attached to the written complaint, to be placed into the employee's personnel file.

## **ARTICLE XVIII** **EVALUATIONS**

Although not currently defined in the contract, NJUHSTA and the District agree to the formation of a subcommittee of bargaining unit members and administrators to develop a mutually-agreeable instrument to be used as an evaluation tool.

For classroom teachers, the tool shall be based upon the California Standards for the Teaching Profession. Those standards are:

- Standard 1 – Engaging and Supporting all Students in Learning
- Standard 2 – Creating and Maintaining an Effective Environment for Student Learning
- Standard 3 – Understanding and Organizing Subject Matter for Student Learning
- Standard 4 – Planning Instruction and Designing Learning Experiences for All Students
- Standard 5 – Assessing Students for Learning
- Standard 6 – Developing as a Professional Educator

For unit members not assigned to classroom teaching the evaluation tool shall be based upon the appropriate professional standards including but not limited to the National Standards for School Counseling, the National Standards for School Nursing Practice and other applicable professional standards. The subcommittee shall consist of equal numbers of bargaining unit members and administrators of not less than 8 or not more than 12 total members.

Work shall be completed on the following timeline:

- By June 9, 2017 – Identification of subcommittee membership
- By September 29, 2017 – Subcommittee Reviews Standards/Sample Tools
- By November 3, 2017 – Subcommittee presents recommended tool to bargaining teams
- By March 2, 2018 – Recommended tool is distributed to bargaining unit members and administration for review and comment
- By April 20, 2018 – Bargaining teams meet to review input and agree on the mutually agreeable evaluation tool.
- By May 25, 2018 – Evaluation tool is presented to membership for ratification and NJUHSD Board of Trustees for approval.

18.1 Based upon the District's established standards of expected pupil achievement at each grade level in each area of study, the District shall evaluate and assess certificated employee competency as it reasonably relates to:

18.1.1 The progress of pupils towards the above established standards.

18.1.2 The instructional techniques and strategies used by the employee.

18.1.3 The employee's adherence to curricular objectives.

- 18.1.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- 18.2 The District shall establish and define job responsibilities for those certificated non-instructional personnel, whose responsibilities cannot be evaluated appropriately under paragraph 18.1 above, and shall evaluate and assess the competency of such non-instructional employees as it reasonably relates to the fulfillment of those responsibilities.
- 18.3 The evaluation and assessment of certificated employee competence pursuant to this article shall not include the use of publishers' norms established by standardized tests.
- 18.4 Nothing in this Article shall be construed as in any way limiting the authority of the District to adopt additional evaluation and assessment guidelines or criteria.
- 18.5 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:

**18.5.1 Permanent Employees:**

Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- (1) At least once each school year for probationary personnel.
- (2) At least every other year for personnel with permanent status.
- (3) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

A permanent employee and the evaluator shall meet not later than thirty (30) days before the last student attendance day of the school year to discuss the evaluation and transmit a copy to the permanent employee.

**18.5.2 Probationary Employees:**

Probationary employees shall be evaluated up to twice each year. The probationary employee and the evaluator shall meet in order to discuss the first evaluation not later than five (5) days prior to Winter Break and a copy shall be given to the probationary employee. Upon written notice from either the probationary employee to the evaluator or from the evaluator to the probationary employee, the employee shall receive a second evaluation. The evaluator and the employee shall meet to determine the completion date for the second evaluation and in the event of a disagreement between them, the Assistant Superintendent of Personnel & Pupil Services shall establish the completion date, but in no event shall that date be less than thirty (30) days before the last student attendance day of the school year.

- 18.6 Evaluation and assessment made pursuant to this Article shall be reduced to writing. All evaluations shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a satisfactory manner according to District standards, the District shall notify the employee in writing of such fact and describe the unsatisfactory performance. The District administration shall confer with the employee making specific

recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.

- 18.7 The employee shall have the right to initiate a written response to the evaluation. The response shall become a permanent attachment to the employee's evaluation for placement in the employee's personnel file.

#### **ARTICLE XIX PERSONNEL FILES**

- 19.1 The District shall not base any adverse action against an employee upon materials which are not contained in such employee's personnel file. Moreover, the District shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file unless the materials had been placed in the file within a reasonable time and the employee had been notified at such time that such materials were being placed in the file.
- 19.2 An employee's personnel file shall not include ratings, reports, or records which: (1) were obtained prior to the employment of the employee, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 19.3 An employee shall be provided any negative or derogatory material before it is placed in his personnel file.
- 19.4 Upon prior written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of materials in such employee's personnel file at employee expense.
- 19.5 The person or persons who draft and/or place material in an employee's personnel file shall sign and date the material.
- 19.6 Access to personnel files shall be limited to the members of the District administration on a "need to know" basis. Board members may request the review of an employee's file at a personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.
- 19.7 The District shall maintain the employee's official personnel files at the District's central office.

#### **ARTICLE XX LEAVE OF ABSENCE**

- 20.1 The benefits provided employees by Section 13453 through 13470 and 13552 and 13552.5 of the Education Code are incorporated into this Agreement except as supplemented in this Article.
- 20.2 Sick Leave. Every certificated employee shall be entitled to ten (10) days sick leave per school year.
- 20.2.1 Unused sick leave shall accrue.
- 20.2.2 In lieu of reporting and forwarding payment to STRS, under current law, for accumulated unused sick leave, both parties may agree to a cash settlement of 10% less than the STRS formula in effect at the time of retirement. The 10% reduction is in exchange for payment of a total sum instead of small monthly payments paid by STRS over a period of years. The acceptance of this offer is made at the discretion of the employee.

Designated formula:

$$\frac{\text{Days of unused sick leave}}{180} = \% \times \text{annual salary} \times 0.2574 = \text{Amount paid for unused sick leave}$$

The amount designated as owed to the employee shall be paid by no later than December 31<sup>st</sup> of the calendar year in which the employee retires. *Not applicable to certificated employees hired after December 31, 1981.*

20.2.3 The District shall provide each employee with a written statement of (1) his accrued sick leave total and (2) his sick leave entitlement for the school year. Such statement shall be provided as close to June 30 as possible of each school year.

20.2.4 Catastrophic Leave

20.2.4.1 The governing board of the Nevada Joint Union High School District establishes a catastrophic leave program to permit employees of the district to voluntarily donate eligible leave credits to a specific employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. The District Office will account for all such transfers, and provide written statements to certificated employees detailing all transfers in the annual leave statement described above in Article XXI, Section 2.2.3.

For the purposes of this section the following terms are defined as follows:

20.2.4.1.1 "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 which 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 because he or she has exhausted all of his or her sick leave and other paid time off.

20.2.4.1.2 "Eligible leave credits" means vacation and sick leave accrued to the donating employee.

20.2.4.2 Eligible leave credits may be donated to a specific employee for a catastrophic illness or injury if the following requirements are met:

20.2.4.2.1 The employee who is, or whose family is, suffering from a catastrophic illness or injury requests that leave credits be donated and provides verification of catastrophic injury or illness as required by the governing board of the school district.

20.2.4.2.2 The governing board of the school district determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

20.2.4.2.3 The employee has exhausted all accrued paid leave credits.

20.2.4.3 Mechanism for Getting Notice Out

20.2.4.3.1 A physical mechanism will be developed to have the teacher sign for pledges. All information will be confidential.

20.2.4.4 If the governing board of the school district gives its approval pursuant to Article XX, Section 20.2.4.2, any certificated employee may, upon written notice to the governing board of the district, donate eligible leave credits at a minimum of one full work day.

20.2.4.4.1 A first year teacher cannot donate days.

20.2.4.4.2 No one can give up more than 25% of accumulated sick leave.

20.2.4.4.3 A donating teacher cannot reduce his/her sick leave amount to less than 20 days.

20.2.4.5 The governing board shall adopt rules and regulations for the administration of this section, including, but not limited to, the following:

20.2.4.5.1 The maximum amount of time for which donated leave credits may be used will not exceed a period of twelve (12) consecutive months.

20.2.4.5.2 The verification of catastrophic injury or illness must include a letter from the certificated employee's appropriate medical doctor or psychiatrist.

20.2.4.5.3 All transfers of eligible leave credits are irrevocable. However, the district will set up a process prior to transfer by which donors may "pledge" leave time to an employee in the event that the employee will actually need the "donation." Thus, if the situation changes whereby that employee no longer needs eligible leave credits, the donor will retain his/her pledged leave time. If the pledged days are used by the recipient, those days are irrevocable by the donor.

20.2.4.5.3.1 Parties understand that the "pledged" days are revocable until use. Once the days are used, the days become transferred days, and are irrevocable.

20.2.4.5.3.2 Leave proposed to be used shall be used one day per pledging employee as the employee list of pledges is followed. Order of use is by date of pledge, or first in, first out. The District Office will develop a mechanism to keep track of this.

20.2.4.6 An employee who receives paid leave pursuant to this section shall use leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

20.2.4.7 If a person is within ten days of using all pledged time, the administration will send out a notice advising employees of the need for more days.

20.2.4.8 The administration will have forms available with the Principal's secretary.

20.3 Personal Necessity Leave.

Every employee shall be entitled to use, at his election, seven (7) days of paid leave each school year to be used in cases of personal necessity.

20.3.1 "Personal necessity" means any emergency which cannot be conducted before or after the school day without causing inconvenience to the employee.

20.3.2 An employee shall not be required to secure advance permission to use Personal Necessity Leave, particularly in those cases enumerated below:

20.3.2.1 Death or serious illness of a member of his/her immediate family. (Three days if two hundred {200} miles or less; five days if two hundred {200} or more miles.)

20.3.2.2 Accident, involving his person or property, or the person or property of a member of his immediate family. (Up to five days)

20.3.2.3 Paternity Leave (One day)

20.3.3 An employee shall be granted six (6) days of Personal Necessity Leave for "Compelling Personal Importance" without further justification. Employees must notify the School Principal twenty-four (24) hours in advance of taking CPI leave.

20.3.3.1 No more than four (4) days of CPI leave may be used at a time without prior approval of Superintendent or designee, and no more than ten percent (10%) of the employees at any comprehensive site, or more than fifty percent (50%) at any alternative site (sites with one staff member are exempt), may use CPI leave any day.

20.4 Industrial Accident Leave

20.4.1 Employees will be entitled to industrial accident leave according to the provision in Education Code Section 13469.1 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund.

20.4.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

20.4.3 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

20.4.4 For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

20.4.5 The District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as the result of an industrial accident or illness.

## 20.5 Pregnancy Disability Leave

20.5.1 The District shall provide for 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 therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

20.5.2 Any employee shall have the right to utilize sick leave provided for in Article XX, Sections 20.2, 20.3, 20.5 and 20.9 for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

20.5.3 The employee may select to not use her accumulated sick leave and has the choice to invoke the five month differential pay provision in Article XXI, Section 21.8.

20.5.4 If a unit member is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave ("PDL"). If she is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for the unit member to take intermittent leave or work a reduced schedule, the District will evaluate through its interactive process/reasonable accommodation procedure a potential temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of intermittent leave.

20.5.4.1 The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four months (or 88 work days for a full-time unit member) per pregnancy.

20.5.4.2 The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.



20.5.4.3 Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by California PDL.

20.5.4.4 The unit member is required to obtain a certification from her health care provider verifying her pregnancy disability or the medical advisability for a transfer.

## 20.6 Family Care Leave – Eligibility, Definitions and Basic Terms

20.6.1 Eligible bargaining unit members may request unpaid FMLA leave of absence for up to 12 workweeks within a 12 month period to:

- Birth and care of a newborn child of the employee;
- Placement of a son or daughter with the employee for adoption or foster care;
- Care for a spouse, son, daughter or parent with a serious health condition;
- Take medical leave when the employee is unable to work due to a serious health condition.

20.6.2 To be eligible for Family Care leave (“FMLA” and “CFRA”) bargaining unit members must have worked for the District for a total of 12 months (52 weeks). A unit member who is also taking a PDL leave for conditions of pregnancy, childbirth or recovery who has not been employed by the district for at least 52 weeks prior to the start of the PDL leave, shall earn credit for weeks employed by the District while on PDL leave.

20.6.2.1 When the leave is for the unit member’s own serious health condition or to care for a close family member with a serious health condition, the unit member must also have worked at least 1,250 hours in the immediately preceding 12 months.

20.6.2.2 When the leave is for parental leave to bond with or care for a newborn child or the placement of a son or daughter with the employee for adoption or foster care. A certificated employee is not required to have worked 1,250 hours in the immediately preceding 12 months to be eligible for Paid Parental Leave under CA. Education Code Section 44977.5; however, an employee will not be eligible to apply FMLA-CFRA child bonding leave unless the unit member meets the 1,250 actual hours worked eligibility requirement.

20.6.2.3 With the exception of the 1,250 hours worked eligibility requirement to apply CFRA child bonding leave, all other terms and conditions of the CFRA shall apply to this leave.

20.6.2.4 Paid Parental leave runs concurrently (at the same time) with FMLA and/or CFRA (if the employee otherwise meets the eligibility requirements).

20.6.2.5 When the unit member has worked at least 1,250 hours in the preceding 12 months, the leave will be designated under CFRA, which will be applied concurrently with paid leave under Education Code section 44977.5. When the unit member has not worked 1,250 hours, the leave will be designated as Parental Leave under Education Code Section 44977.5.

20.6.3 The district's 12-month year for FMLA-CFRA purposes is the Fiscal year, from July 1<sup>st</sup> through June 30<sup>th</sup>.

20.6.3.1 When the leave is to care for a spouse, son, daughter or parent with a serious health condition or for the unit member's own serious health condition, there is no carry-over of unused FMLA-CFRA leave from one 12 month period to the next 12 month period.

20.6.3.2 Parental leave for the birth and care of a newborn, adoptive or foster care child pursuant to Education Code section 44977.5 may begin in one school year and be completed in the subsequent school year, up to a maximum of 12 weeks for that child.

20.6.3.3 Bargaining unit members will be eligible to take up to twelve (12) weeks of parental leave for the birth, adoption or foster care for child bonding in each school year. This leave is separate from pregnancy-disability leave that is available for pregnancy, childbirth and recovery (PDL).

20.6.4 "Parent" means a biological, foster or adoptive parent, or a person who stood "in loco parentis" to an employee when the employee was a child.

20.6.5 "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

20.6.6 "Spouse" means a husband or a wife as defined or recognized under state law.

20.6.7 "Domestic Partner" means a registered domestic partner in any County within the State of California and leave to care for a seriously ill Domestic Partner is available only under the California CFRA.

20.6.8 A unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, the estimated duration of the leave. If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the unit member must provide at least 30 days written advance notice.

20.6.8.1 Unit members shall complete a Leave-of-Absence Request form, stating the anticipated date, length and other terms of the requested leave. Unit members may be asked to provide verification of birth, foster care placement, or adoption. The right to take the leave at the time of unit member's election shall not be withheld by the District.

20.6.8.2 When the need for the parental leave is foreseeable, unit members will be required to provide reasonable advance notice of the intent to take parental / child bonding leave. This notice requirement applies to leave taken in a continuous block or in intermittent increments of two weeks or more.

- 20.6.8.3 If the need for, or timing of the leave is unexpected, unit members should notify their immediate supervisor and the human resources department and submit the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable within two business days of when you become aware of your need for the leave.
- 20.6.9 Any unit member seeking approval for FMLA-CFRA leave for his or her own serious health condition or to care for a close family member with a serious health condition must present a Health Care Provider's Certification to the District to verify his/her serious illness or the serious illness of the unit member's child, spouse, domestic partner (under CFRA) or parent. The District will accept medical verification by the treating health care provider.
- 20.6.10 Parental Leave Terms and Conditions
  - 20.6.10.1 The leave may be taken in a continuous block of leave up to a maximum of twelve (12) work weeks. If the school year ends prior to the completion of twelve weeks, the unit member may continue the leave in the next school year, up to a maximum of 12 weeks for that child.
  - 20.6.10.2 As an alternative to a continuous block of 12 weeks, a unit member may use parental leave intermittently. If taken intermittently, must be taken in at least two-week increments of time; however, Parental Leave may be taken in smaller increments on two occasions.
  - 20.6.10.3 If both parents of a child who are entitled to family care leave under Section 21.7.1 of this contract are employed by the District, the District shall not be obligated to grant more than a total of 12 weeks of FMLA-CFRA between the two parents for the birth, adoption or foster care of the child .
- 20.6.11 Family care leave for serious health illness is unpaid leave of absence.
  - 20.6.11.1 A unit member may elect to utilize his/her unused paid sick leave during family care leave when the leave is for his/her own serious health condition. When such paid sick leave is exhausted, the balance of the FMLA leave is unpaid. However, pregnancy disability leave is in addition to the California Family Rights Act (CFRA) and is applied concurrently with the Federal Family & Medical Leave Act (FMLA).
  - 20.6.11.2 A unit member may apply paid leave accruals, including current and accumulated sick leave and extended illness leave (sub differential) concurrently with family care leave for the member's own serious health condition.
  - 20.6.11.3 A portion of the unit member's current year sick leave (up to 50%) may be applied as Kin Care for family care leave for a close family member (applies to employees who do not qualify for FMLA/CFRA leave). Extended sick leave (sub differential) may not be applied to for a close family member with a serious health condition.
- 20.6.12 Paid Parental Leave under Education Code section 44977.5

- 20.6.12.1 When the leave is for the birth, adoption of foster care placement of a child, the unit member must first apply "full pay" regular sick leave and full pay accumulated sick leave to the parental leave. Upon exhaustion of all regular and accumulated sick leave, the unit member may apply extended sick leave/sub differential to the remaining portion of the 12-week period. The use of extended sick leave may cross school years, and when it does the summer shall not count diminish the five months of extended sick leave to be used for parental leave for the new child.
- 20.6.12.2 The use of extended sick leave (sub differential) for a parental leave shall not diminish the unit member's eligibility to use extended sick leave for any other eligible purpose, up to a maximum of five months. [Example: a unit member may use 12 weeks – approximately 3 months – for parental leave and the remaining two months for any separate illness or injury of the unit member for which extended sick leave would apply.
- 20.6.12.3 Paid parental leave under CFRA and Education Code Section 44977.5 must be used within one year from the date of the child's birth, adoption or foster care placement with the unit member.
- 20.6.12.4 Unit members using PDL: A unit members who takes PDL may begin parental leave immediately consecutive to the PDL leave and upon written notice by her health care provider that her period of actual disability for pregnancy, childbirth and recovery has ended. In determining CFRA eligibility for the unit member, with respect to the 1,250 hours worked requirement, the "look back" period is the twelve months immediately preceding the start of her PDL leave.
- 20.6.12.5 Unit members who do not use PDL: A unit member who is the father or second parent may begin parental leave immediately upon the birth, adoption or foster care placement of the child. Alternatively, the unit member may defer the parental leave until a later time, provided the leave is concluded prior to one year from the child's arrival.

### 20.6.13 Benefit Protections with FMLA-CFRA and Education Code Paid Parental Leave

- 20.6.13.1 Health insurance coverage shall be maintained and paid for by the District to the same extent that the District paid for the unit member prior to the commencement of the FMLA-CFRA leave and for a period not to exceed 12 workweeks in the 12 month period that constitutes the District's FMLA-CFRA benefit year (the fiscal year).
- 20.6.13.2 Parental /child bonding leave under this provision is job-protected and benefit-protected to the full extend available under FMLA and CFRA, regardless of whether the unit member has worked 1,250 hours in the immediately preceding 12 months. The District will continue to pay its customary premium contribution and the unit member shall be responsible for payment of his/her contribution. For unit members who first use PDL, followed by parental leave, the District shall continue to pay its customary

premium payments during the entire PDL (up to 17.3 weeks) and the parental leave (up to 12 weeks).

20.6.13.3 Should the deduction for the cost of a substitute exceed the amount of the unit member's regular contribution to group benefits to the extent that the unit member's net payroll check while in benefit-protected PDL and/or parental leave does not cover the premium contributions, the employee will be responsible for payment of the employee's premium contribution to the District.

20.6.13.4 The unit member shall receive benefit protection for all other benefits, terms and conditions of employment, including seniority, restoration to the same or identical job, and other terms and conditions of employment available to certificated employees under the Education Code and this Agreement.

20.6.13.5 The District may recover the premium paid for any unit member who fails to return from leave after the period of leave has expired and as long as the reason for the unit member failed to return from leave is not due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

20.6.14 This section of the contract may be reopened at the request of either party when the final state and/or federal regulations have been adopted and/or are altered.

20.6.15 Leave under this section shall not constitute a break in service.

## 20.7 Health Leave

The District may grant an employee, upon request, a paid leave for health reasons. Such leave shall be for a minimum of one semester and maximum of one school year.

20.7.1 A statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.

20.7.2 The employee shall notify the District of his intended return date at least two weeks in advance.

20.7.3 Health Leave may be granted if an employee is temporarily unable to perform his services because of illness, accident or quarantine.

## 20.8 Extended Illness Leave

If an employee has utilized all of his accumulated sick leave and is still absent from his duties on account of illness or accident for a period of five school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or 50% of the salary due him during the period of absence, whichever is the lesser amount. The five months or less period in which the above deductions occur shall not begin until all other paid sick leave provisions for which he is eligible have been exhausted.

20.9 Bereavement Leave

An employee shall be entitled to a maximum of three (3) days leave of absence if two hundred (200) miles or less, or five (5) days leave of absence if two hundred (200) or more miles, without loss of salary on account of the death of any member of his immediate family.

20.10 Legislative Leave

An employee who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his term or terms in office.

20.10.1 The employee on such Leave shall notify the District of his intended return at least four (4) weeks in advance.

20.10.2 The employee on such Leave shall be entitled to return to employment at the end of the Leave, but shall not be entitled to any of the other benefits accorded by paragraph 20.14 entitled "Miscellaneous".

20.11 Sabbatical Leave

20.11.1 Any credentialed employee who has rendered service to the District for at least seven (7) consecutive years may be granted a leave of absence not to exceed one (1) year for the purpose of study or travel which will benefit the schools and the pupils of the District. Not more than one (1) such leave of absence shall be granted to any one employee in any seven-year period.

20.11.2 The employee granted such a leave shall be requested to present an outline of the proposed program of study or travel and to make such a report as may be required by the District.

20.11.3 The interest of the District shall be protected by the written agreement of the employee to return to the service of the District and render a period of service following the return from sabbatical leave equal to at least twice the period of the leave.

20.11.4 The employee shall receive compensation while on leave at the rate of up to fifty percent of his regular salary. If additional fellowship or scholarship funds are received by the employee while on sabbatical leave, these shall be taken into consideration so that the total income shall not be greater than the regular district salary.

20.11.5 The District shall continue to provide paid fringe benefits for the employee during the sabbatical leave. Progress on the salary schedule is not affected by this leave.

20.11.6 All applications for sabbatical leave shall be submitted in writing, and shall include a full statement of purposes and plans for use of such leave. Final approval for sabbatical leave will rest with the Board of Trustees.

20.11.7 Applications must be submitted to the Superintendent not later than one semester prior to the date on which the proposed leave is to begin.

20.11.8 In the event an employee fails to render the agreed upon period of service, the employee shall return that portion of compensation received during the leave equal to the proportion of promised service not rendered.

20.11.9 Pursuant to state law, the Board may request that the employee post a bond guaranteeing his/her return to service, or the Board may waive this requirement.

20.11.10 Nothing in this policy shall preclude the District from waiving any specific provisions at its discretion.

#### 20.12 Inservice Leave

An employee may be entitled to three days of paid leave each school year for the purpose of improving his performance. Such leave may be used to visit classes in other schools or to attend workshops related to his performance. Prior approval from immediate supervisor required.

#### 20.13 Association Leave

Association representatives shall be granted a total of three (3) days paid leave per school year to utilize for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President.

#### 20.14 Miscellaneous

Unless otherwise provided in this Article, an employee on a paid leave of absence shall be entitled to: (a) return to the same position which he held immediately before commencement of the leave; (b) receive credit for annual salary increments provided during his leave; (c) receive during his leave all other employee fringe benefits, including but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

#### 20.15 Other Leaves Without Pay

20.15.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave with or without compensation, increment, seniority or tenure credit, may be granted for a period up to one school year for the following, but not limited to purposes: Peace Corps, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, or professional study or research.

20.15.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by March 15 of the school year as to their intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

20.15.3 Employees on unpaid leave of absence may elect to pay the premiums on his own benefit package for the duration of the leave.

#### 20.16 International School Service Leave

The Board may grant an employee who has completed at least five (5) years of service with the district a two (2) year leave of absence to teach or work in an assignment with the International School Service Program or related type of service work in which a two-year contract is required as a condition of employment. The employee shall notify the district by March 1 of the second year of his/her intended return for the following year. Upon approval of said leave, the district shall provide the employee with a

letter which shall specify and explain the March 1 employee notification requirements and resignation information. A signed copy of this letter shall be given to the employee and a copy added to the employee personnel file.

**ARTICLE XXI**  
**EMPLOYEE BENEFITS**

**21.1 Health/Dental/Vision/Life Insurance**

21.1.1 Effective July 1, 2017, the District's maximum, monthly tiered contribution toward the cost of health, dental, vision, and life insurance benefit coverage shall be:

	<u>Employee</u>	<u>EE+Spouse</u>	<u>EE+Children</u>	<u>Family</u>
Total Cap:	\$778.00	\$1,110.00	\$969.00	\$1,194.00

21.1.2 Effective January 1, 2007, in the event that a bargaining unit member selects a High Deductible Plan with an Internal Revenue Service (I.R.S.) qualified Health Savings Account ("HSA"), the District shall contribute up to the appropriate cap amount as set forth above toward the cost of the premiums to provide dental, vision, and life insurance, as well as the High Deductible Plan selected by the unit member. In the event, the cost for the above is less than the District's cap contribution; the remaining amount will be placed in the unit member's HSA account up to the I.R.S. maximum.

**21.2 Tax Sheltered Annuities**

Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

**21.3 Retiree Benefit Coverage**

21.3.1 Employees, who retire from the District through STRS or PERS, may purchase the coverage as offered for retirees through the District's health and welfare benefit provider at the employee's own expense and in accordance with all the terms of the provider.

21.3.2 In appreciation and recognition of the employees' many years of quality service to the students of NJUHSD, bargaining unit members who have worked a minimum of thirteen years full-time equivalent service in the Nevada Joint Union High School District and are at least 55 years of age by the last day of the fiscal year (June 30th) are eligible to receive \$1,110.00 per month toward the purchase of health benefits as described in 21.3.1. The benefit would cease at the end of five years or when the employee becomes 65 years of age, whichever occurs first. If the cost of the retiree health benefit through the District is less than \$1,110.00 per month, the balance will be deposited into a qualified and eligible health savings account. Employees intending to take advantage of this benefit must submit an irrevocable letter of resignation and state their intent to participate in the benefit by January 31st of each calendar year.

**21.4 Proration of Health and Welfare Benefits**



Certificated employees teaching at least 3/5 classes shall receive partial health and welfare benefits pro-rated directly according to the proportion of classes taught (3/5 or 4/5). This shall become effective July 1, 1997. Part-time certificated staff employed during the 1996-1997 school year shall have the option of continuing their part-time employment in the future after July 1, 1997 under their same conditions of employment in effect during the 1996-1997 school year. Once these certificated employees elect in writing in the future to change the proportion of classes they teach, their health and welfare benefits will thereafter be pro-rated in the same manner as described above in this Section.

## **ARTICLE XXII TEACHER TRAVEL**

- 22.1 Schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required, without his consent, to engage in inter-school travel of more than thirty (30) miles per day from the base school. Such employees shall be notified of any changes in their schedules at least thirty (30) school days prior to the proposed change.
- 22.2 Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the IRS per mile for all driving done between arrival at the first location at the beginning of their work day; provided, however, that if the distance from the employee's home to his first location or from the employee's last location to his home is greater than the distance between the employee's home and his base school, he shall be reimbursed for the difference at the above rate.
- 22.3 Employees who use their personal cars with District approval for field trips or other business of the District shall receive the benefits provided in Article XXII, paragraph 22.2 above.
- 22.4 Travel assignments shall not be made to discipline employees.

## **ARTICLE XXIII SCHOOL CALENDAR**

- 23.1 The District and the Association agree to meet and develop the school calendar by December of each school year. (Appendix A)

## **ARTICLE XXIV MISCELLANEOUS PROVISIONS**

- 24.1 Any individual contract between the District and an individual employee executed prior to the effective date of this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.
- 24.2 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with its terms except in the case of natural disaster or extreme emergency.
- 24.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have a number of copies equal to the number of certificated personnel plus ten (10), prepared and delivered to the Association for distribution to each employee in the District.

24.4 An employee's notification to the District that he intends to resign shall remain revocable until such time as the District officially takes action on such notification.

24.5 Posted coaching positions shall be filled by certificated staff members who have a background in the sport or game and demonstrate the appropriate preparation for successful high school level coaching.

The parties mutually agree to revisit this provision after the Board has adopted job descriptions and selection criteria for coaches.

24.6 Newly hired certificated employees shall be given a copy of this contract.

## **ARTICLE XXV** **SALARIES**

25.1 All certificated employees in the bargaining unit shall be placed on a single salary schedule (see Appendix B & E).

For the 17/18 school year, the District agrees to a 3% compensation increase, reflected in a 2% increase on the certificated salary schedule, and an approximate 10% increase on the health benefit cap, as reflected in Article XXIII.

For the 18/19 school year, the District agrees to a 2% increase to the certificated salary schedule.

25.1.1 Effective July 1, 2015, a revised longevity structure shall be added to the certificated salary schedule. The parties acknowledge and agree that the amounts set forth in the longevity steps, e.g. 15-17 years of District service = \$2000; 18-19 years of District service = \$4000; 20-21 years of District service= \$6000; 22-23 years of District service = \$8000; and 24 years or more of District service = \$10000, are non-cumulative.

25.2 The salary schedules and salary classification requirements of all employees are set forth in this Article.

25.3 The payroll period for employees hired prior to July 1, 2005 shall be defined as monthly, beginning in July. For all employees hired on or after July 1, 2005, the payroll period shall be eleven months commencing August 2005. Salary payments for services in addition to the employee's regular assignments shall be made not later than the 10th of the following month.

25.4 Classification by Professional Preparation

Employees shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed. Employees must notify the District when they have completed their additional units or obtained an advanced degree and provide an official transcript indicating the units or degree. After transcripts are submitted and evaluated, payment for the new class or stipend for advanced degree will be issued effective as of the date of receipt of the transcript by the District.

With advance written approval of the Principal and Superintendent/Designee, community college credit shall be credited for salary schedule movement once employed.

25.5 Initial Step Placement

Any individual hired on or after July 1, 2010 shall be granted year for year credit up to 5 years for all prior experience in public schools requiring certification qualifications.

25.5.1 Career Technical Education Teachers whose credentials are based upon a bachelor's degree and no supervised practice teaching will be placed on the salary schedule in the same manner as regular teachers.

Career Technical Education Teachers whose credentials are based upon work experience at the journeyman level, with or without a bachelor's degree and without supervised practice teaching, will be placed on the first step of the salary schedule.

Work Experience beyond that required by Career Technical Education Teachers for their credential, will be credited on the basis of one year's salary schedule advancement for every two years of work experience completed, up to a maximum five years=credit on the initial salary board approved schedule placement.

Salary advancement will be allowed for approved units (refer to section 25.4) earned beyond the issuance of the work experience based credential through an accredited institution of higher education.

#### 25.6 Step Requirements

The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If an employee is employed for at least 75% of a school year, he shall be given credit for that year's experience for salary schedule advancement purposes.

#### 25.7 Graduate Degree Recognition

Employees who have completed graduate studies leading to a Masters Degree or Doctoral shall receive \$1000.00 or \$1500.00 respectively.

#### 25.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by 2/3rd. If this multiplication results in a fraction what when added to the other semester units is within 1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.

#### 25.9 Special Assignment Salary Schedule

25.9.1 The following extra assignments will be paid at the rate 8.85% of Step 5 - Class III of the Salary Schedule:

- |   |                               |
|---|-------------------------------|
| a. Agriculture Teachers (for judging teams) | i. Drama Director             |
| b. Band Director (two stipends)             | j. Dance Coach                |
| c. Choir                                    | k. Senior Project Coordinator |
| d. Activities Director (three stipends)     | l. WASC Coordinator           |
| e. Athletics Director (three stipends)      | m. Odyssey of the Mind        |

- f. Newspaper Advisor
- g. Yearbook Advisor
- h. Debate and Speech Coach
- n. Partnership Coordinator
- o. Humanities Coordinator

25.9.2 The following coaching assignments will be paid at the rate of 8.85% of Class III of the Certificated Salary Schedule, based on the years of paid coaching experience (up to five) within NJUHSD:

Head Varsity Coaches for sports (Boys and Girls):

- a. Baseball
- b. Golf
- c. Cross Country
- d. Track
- e. Wrestling
- f. Swimming
- g. Volleyball
- h. Softball
- i. Tennis
- j. Skiing
- k. Cross-Country Skiing
- l. Waterpolo
- m. Soccer

25.9.3 The following coaching assignments will be paid at the rate of 7.02% of Step 5, Class III of the Certificated Salary Schedule based on years of paid coaching experience within the NJUHSD:

- a. Assistant Coaches
- b. All lower level, JV, and Frosh head coaches.

25.9.4 The following coaching assignments will be paid at the rate of 10% of Class III of the Certificated Salary Schedule based on years of paid coaching experience within NJUHSD:

- a. Varsity Football Head Coach
- b. Varsity Basketball Head Coach (boys and girls)

25.9.5 Varsity athletic coaches who must coach in league or C.I.F. required post season play-offs shall receive \$125.00 per week (\$25.00 per day) of additional services required.

25.9.6 If a new job classification is established, the District shall negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

25.9.7 If there is any substantial change in the duties of any existing job classification, the District shall negotiate with the Association regarding possible modification in the salary for such position, and any modification in the salary for such position agreed to shall become effective to the first day that the change in duties became effective.

25.9.8 Travel Expenses

Employees will be reimbursed travel expenses according to current District policy.

25.9.9 Individualized Education Program (IEP)/504/Student Study Team Meetings (SST)

25.9.9.1 Association members will attend IEP, 504, SST, and other pre-approved related meetings.

- 25.9.9.2 Association members will attend IEP, 504, SST, and other pre-approved related meetings during class time. The District will make every effort to provide teachers with adequate advance notice of such meetings, along with a substitute teacher. Such meeting will not occur during a member's lunch. If they occur during a member's prep period, the Association members will be compensated according to the formula below.
- 25.9.9.3 When Association members attend IEP, 504, SST, and other pre-approved related meetings just after school, the time spent in such meetings will be applied toward the eight (8) extra duty hours required of Association members in the District, or the Association member will be paid on an hourly basis. The pay will be the hourly rate indicated in the Certificated Personnel Miscellaneous Salary Schedule for the category "IEP/504/SST," paid a minimum of a half hour and in quarter hour increments thereafter. IEP, 504, SST, and other related pre-approved meetings may be called as early as 7:30 a.m. and no later than 4 p.m. Morning meetings will end for teachers by 8:20 a.m. or ten minutes before the start of school at the alternative sites. Members will be awarded one full duty hour or paid for one full hour for any fraction of the first hour spent in such meetings. After the first hour of a meeting members will be awarded hours or paid on the basis of prorated minutes spent in meetings. For example, for a meeting lasting 1 and ½ hours the teacher would be paid at the IEP/504/SST rate for the first hour and the "Before School IEP" rate for the following ½ hour.
- 25.9.9.4 For the 2016/17 school year, before school such meetings will not be called before 8:10 a.m. nor end for teachers after 8:25 a.m. Association members will be compensated at the hourly rate for "Before School IEP" in the Certificated Personnel Miscellaneous Salary Schedule for this time.

## **ARTICLE XXVI**

### **OTHER AGREEMENTS**

- 26.1 All teachers shall sign the Internet Use Agreement attached as Appendix E.
- 26.2 All individual agreements, whether oral or written, which may exist between the District and any employee, coming within the jurisdiction of this Agreement, shall terminate upon the execution of this Agreement.
- 26.3 The parties acknowledge that during 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 said rights, are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waived the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 26.3 This Section shall not preclude the parties from making changes or amendments to this Agreement by mutual consent.

**ARTICLE XXVII**  
**SAVINGS**

27.1 If any provision of this Agreement or any application thereof to any employee is held by the highest court of the State or by a federal court to be contrary to the law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXVIII**  
**TERM OF AGREEMENT**

28.1 This agreement shall remain in effect for the 2017/18 and 2018/19 school years with no reopeners. The parties agree to begin successor contract negotiations by February 1, 2019.

Notwithstanding the above, the District and the Association agree as follows:

- To meet and consult on the District's Local Control Accountability Plan (LCAP) consistent with the requirements of Assembly Bill 97.
- To negotiate the impacts, if any, on working conditions and compensation resulting from the implementation of the strategies defined in LCAP.
- To negotiate the impacts, if any, on working conditions and compensation resulting from the implementation of the goals defined in the District's Strategic Plan.

EXCEPT AS SET FORTH ABOVE, ALL OTHER TERMS AND CONDITIONS IN THE PARTIES' JULY 1, 2015 THROUGH JUNE 30, 2017 COLLECTIVE BARGAINING AGREEMENT SHALL BE STATUS QUO AND SHALL BECOME A PART OF THE PARTIES 2017-2019 SUCCESSOR CONTRACT.

For the District:

For the Association:

  
\_\_\_\_\_  
James Drew  
Board President

  
\_\_\_\_\_  
DuWaine Ganskie  
Association President

Date: April 25, 2017

Date: April 25, 2017



APPENDIX A

Nevada Union, Bear River, Silver Springs, Ghidotti,  
North Point, NU Tech High Schools, & Adult Education  
2017/18 School Year

July 2017							August 2017							September 2017							October 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1			1	2	3	4	5						1	2		1	2	3	4	5	6	7
2	3	H	5	6	7	8	6	7	8	9	10	11	12	1	H	5	6	7	8	9	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	PD	PD	16	17	18	19	10	11	12	13	14	15	16	15	B	B	B	B	B	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	PD	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										

November 2017							December 2017							January 2018							February 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4						1	2			H	B	B	B	B	6				1	2	3	
5	6	7	8	9	H	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	H	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	M	H	H	25	17	18	19	20	21	H	23	21	22	23	24	25	26	27	18	H	20	21	22	23	24
26	27	28	29	30			24	H	B	B	B	H	30	28	PD	30	31				25	26	27	28			
							31																				

March 2018							April 2018							May 2018							June 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7		1	2	3	4	5				1	2	3		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	B	B	B	B	B	31	29	30						27	H	29	30	31			24	25	26	27	28	29	30

School Breaks and Holidays	
August 14 and 15, 2017	Professional Development Days
August 16, 2017	First Day of School (Student Minimum Day)
September 4, 2017	Labor Day Holiday
September 18, 2017	Professional Development Day
October 16-20, 2017	October Break
November 10, 2017	Veterans Day Holiday (Observed)
November 22, 2017	Student Minimum Day
November 23-24, 2017	November Break (Thanksgiving Holidays)
December 22, 2017-Jan. 5, 2018	Winter Break
January 15, 2018	King Holiday
January 29, 2018	Professional Development Day
February 16 and 19, 2018	Presidents Holidays
March 26-30, 2018	Spring Break
May 28, 2018	Memorial Day Holiday
June 8, 2018	Last Day of School

\*One Additional "Floating" Professional Development Day

Quarter 1 Ends - 10/13/2017 (41 days)  
 Semester 1 Ends - 12/21/2017 (82 days)  
 Quarter 2 Ends - 3/23/2018 (51 days)  
 Semester 2 Ends - 6/8/2018 (98 days)  
 180 Student Instruction Days  
 185 Staff Contract Days\*

Key to Symbols:
B - School Break
H - Holiday
M - Student Minimum Day
PD - Professional Development
S - Snow Day Make-up
April 23 & May 25, 2018 <i>(If there are no school closure days due to snow earlier in the year, these dates may be non-school days.)</i>

Board approved: March 8, 2017

APPENDIX B

**Nevada Joint Union High School District  
Certificated Salary Schedule**

July 1, 2017 - June 30, 2018 Board Approved for:  
Contract Days: 185

Class	I	II	III	IV	V
Step 1	47,462	47,462	52,207	52,209	52,210
2	47,462	47,462	52,209	52,210	53,089
3	47,462	47,462	52,210	52,211	55,250
4	47,462	47,683	52,211	54,174	57,422
5	47,462	49,850	53,089	56,346	59,580
6	48,766	52,017	55,250	58,399	61,741
7	50,929	54,172	57,422	60,666	63,902
8	53,089	56,346	59,580	62,830	66,067
9	55,250	58,499	61,741	64,991	68,235
10	57,422	60,666	63,902	67,152	70,392
11	59,580	62,830	66,067	69,316	72,557
12		64,990	68,235	71,479	74,713
13			70,392	73,642	76,845
14				75,809	79,048
15					81,215

**Department Heads:**

See collective bargaining agreement, Article IX, Sections 1-3

**Counselors and Nurses:**

Appropriate position on Teachers' Salary Schedule plus \$500 and ten (10) days of duty rate.

**Research Directors:**

Appropriate position on Teachers' Salary Schedule plus \$9000 per assignment.

**Agriculture Teachers:**

Notwithstanding Section 12.1.2 or Section 27.3 of this Collective Bargaining Agreement, a Full Time Equivalent Agriculture ("Ag") Teacher's work year shall consist of a total of 222.00 duty days (20% of 165 teacher duty days=37 additional duty days + 185 = 222). An FTE Ag teacher's work year shall be from July 1 through June 30 and all Ag teachers' payroll period shall be 12 months commencing July 1. An Agriculture teacher is defined as a teacher holding an agriculture credential and teaching at least three sections of agriculture.

**Key to Classifications:**

Class	Requirements	Longevity Increment	Additional
Class I	Bachelors Degree	15th through 17th year	Additional \$2,000
Class II	Bachelors + 15 units	18th through 19th year	Additional \$4,000
Class III	Bachelors + 30 units	20th through 21st year	Additional \$6,000
Class IV	Bachelors + 45 units	22nd through 23rd year	Additional \$8,000
Class V	Bachelors + 60 units	24th year forward	Additional \$9,000

Longevity stipend is non-cumulative (highest degree only)

Salaries are based on full-time contracts.

Degree Stipend	Additional
Master's Degree	Additional \$1,000
Doctorate	Additional \$1,500

Degree stipend is non-cumulative (highest degree only)

For all employees hired on or after July 1, 2006, the payroll period shall be eleven months commencing August through June.  
Any individual hired on or after July 1, 2010 shall be granted year for year credit up to 6 years for all prior experience in public schools requiring certification qualifications.  
Board Approved 6/14/2017



NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
 ATHLETICS COACHING SALARY SCHEDULE  
 July 1, 2017 - June 30, 2018 Board Approved for:

APPENDIX C

<u>STEP</u>	<u>BASE</u>	<u>7.02%</u>	<u>8.85%</u>	<u>10.00%</u>
5	53,080	\$3,727	\$4,698	\$5,308

1 The following coaching assignments will be paid at 8.85%:  
 Head VARSITY Coaches for boys and girls sports:

- a. Baseball
- b. Golf
- c. Cross Country
- d. Track
- e. Wrestling
- f. Swimming
- g. Volleyball
- h. Softball
- i. Tennis
- j. Skiing
- k. Cross Country Skiing
- l. Water Polo
- m. Soccer
- n. Snowboarding

2 The following coaching assignments will be paid at 10.00%:  
 Head VARSITY coaches for boys and girls sports:

- a. Football
- b. Basketball

3 The following coaching assignments will be paid at 7.02%:

- a. Assistant Coaches
- b. Lower level, JV, and Fresh head coaches
- c. Spirit leaders, Pepster and Drill Team Advisors

4 Varsity athletic coaches who must coach in league or C.I.F. required play-offs, or post season duty shall receive \$125.00 per week (\$25.00 per day) of additional services required.

\* BASE is based on Class III, step 5, of the Certificated Salary Schedule. No longevity or MA/PhD bonuses apply.

NJUSD BOARD APPROVED:

6/14/2017

**CERTIFICATED PERSONNEL MISCELLANEOUS SALARY SCHEDULE**

*July 1, 2017 - June 30, 2018 Board Approved for:*

**I. CERTIFICATED TEACHERS EXTRA ACTIVITIES**

a.	I.E.P. MEETING MINIMUM	\$20.00 PER MEETING (1/2 HOUR)
b.	I.E.P. / 504 / S.S.T.	\$40.00 PER HOUR
c.	HOME TEACHER	\$40.00 PER HOUR
d.	INDEPENDENT STUDY TEACHER	\$40.00 PER HOUR
e.	SUMMER SCHOOL TEACHER	\$40.00 PER HOUR
f.	EXTENDED SCHOOL YEAR TEACHER, NURSE	BASE PER DIEM RATE (divided by 7 hours/day)
g.	SATURDAY SCHOOL TEACHER	\$40.00 PER HOUR
h.	DETENTION SUPERVISION TEACHER	\$40.00 PER HOUR
i.	OTHER MISC. HOURLY CERTIFICATED	\$40.00 PER HOUR
		\$0.00 PER HOUR
	(for example: Testing, Special Projects)	
j.	ADULT EDUCATION	see appropriate schedule

**Nevada Joint Union High School District**  
**Certificated Salary Schedule**

July 1, 2018 - June 30, 2019 Board Approved for:  
 Contract Days: 185

	Class				
	I	II	III	IV	V
Step	48,411	48,411	53,251	53,253	53,254
2	48,411	48,411	53,253	53,254	54,151
3	48,411	48,411	53,254	53,255	56,355
4	48,411	48,637	53,255	55,257	58,571
5	48,411	50,847	54,151	57,473	60,771
6	49,742	53,058	56,355	59,669	62,976
7	51,948	55,256	58,571	61,879	65,180
8	54,151	57,473	60,771	64,086	67,388
9	56,355	59,669	62,976	66,291	69,599
10	58,571	61,879	65,180	68,495	71,800
11	60,771	64,086	67,388	70,702	74,008
12		66,290	69,599	72,909	76,207
13			71,800	75,115	78,423
14				77,325	80,629
15					82,839

**Department Heads:**

See collective bargaining agreement, Article IX, Sections 1-2

**Counselors and Nurses:**

Appropriate position on Teachers' Salary Schedule plus \$500 and ten (10) days at duty rate.

**Research Directors:**

Appropriate position on Teachers' Salary Schedule plus \$5000 per assignment.

**Agriculture Teachers:**

Notwithstanding Section 12.1.2 or Section 27.3 of this Collective Bargaining Agreement, a Full Time Equivalent Agriculture ("Ag") Teacher's work year shall consist of a total of 222.00 duty days (20% of 185 teacher duty days=37 additional duty days + 185 = 222). An FTE Ag teacher's work year shall be from July 1 through June 30 and all Ag teachers' payroll period shall be 12 months commencing July 1. An Agriculture teacher is defined as a teacher holding an agriculture credential and teaching at least three sections of agriculture.

**Key to Classifications**

Key to Classifications		Longevity Increments Based on Anniversary Date	
Class I	Bachelors Degree	15th through 17th year	Additional: \$2,000
Class II	Bachelors + 15 units	18th through 19th year	Additional: \$4,000
Class III	Bachelors + 30 units	20th through 21st year	Additional: \$6,000
Class IV	Bachelors + 45 units	22nd through 23rd year	Additional: \$8,000
Class V	Bachelors + 60 units	24th year forward	Additional: \$10,000

Longevity stipend is non-cumulative (highest degree only)

Salaries are based on full-time contracts.

Degree Stipend	
Masters Degree	Additional: \$1,000
Doctorate	Additional: \$1,500

Degree stipend is non-cumulative (highest degree only)

For all employees hired on or after July 1, 2005, the payroll period shall be eleven months commencing August through June. Any individual hired on or after July 1, 2010 shall be granted year for year credit up to 5 years for all prior experience in public schools requiring certification qualifications.

Board Approved: 6/14/2017

NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
 ATHLETICS COACHING SALARY SCHEDULE  
 July 1, 2019 - June 30, 2019 Board Approved for:

APPENDIX F

<u>STEP</u>	<u>BASE</u>	<u>7.02%</u>	<u>8.85%</u>	<u>10.00%</u>
5	54,151	\$3,801	\$4,792	\$5,415

1 The following coaching assignments will be paid at 8.85%:  
 Head VARSITY Coaches for boys and girls sports:

- a. Baseball
- b. Golf
- c. Cross Country
- d. Track
- e. Wrestling
- f. Swimming
- g. Volleyball
- h. Softball
- i. Tennis
- j. Skiing
- k. Cross Country Skiing
- l. Water Polo
- m. Soccer
- n. Snowboarding

2 The following coaching assignments will be paid at 10.00%  
 Head VARSITY coaches for boys and girls sports:

- a. Football
- b. Basketball

3 The following coaching assignments will be paid at 7.02%:

- a. Assistant Coaches
- b. Lower level, JV, and Fresh head coaches
- c. Spirit leaders, Pepster and Drill Team Advisors

4 Varsity athletic coaches who must coach in league or C.I.F. required play-offs, or post season duty shall receive \$125.00 per week (\$25.00 per day) of additional services required.

\* BASE is based on Class III, step 5, of the Certificated Salary Schedule. No longevity or MA/PhD bonuses apply.

Nevada Joint Union High School District  
Alternative Evaluation Process  
Request to Participate

Teacher: \_\_\_\_\_ School Year: \_\_\_\_\_

I request approval to participate in the District's alternative evaluation process. I understand that my composite evaluation will be "Meets District Standards" assuming that I complete the required activities and forms. These requirements include:

- a. Completion of the "Areas for Exploration and Experimentation" form in collaboration with my peer coaches.
- b. Video tape of lessons(s). (Optional)
- c. Participation in at least three classroom observations and conferences (two in the first semester and one in the third quarter) with the peer coaches.
- d. Completion of the "Self Evaluation".
- e. Evidence of completion of the "Student Evaluation."
- f. Completion of a conference with the principal or designated administrator.

\_\_\_\_\_ and \_\_\_\_\_  
have agreed to serve as my peer coaches. My peer coaches will be authorized up to three periods of release time to plan, observe and meet with me.

\_\_\_\_\_  
Teacher Signature Date

\_\_\_\_\_  
Peer Coach Signature Date

\_\_\_\_\_  
Peer Coach Signature Date

\_\_\_\_\_  
Approved  
\_\_\_\_\_  
Disapproved  
\_\_\_\_\_  
Administrator Signature Date

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
PROFESSIONAL LEARNING PLAN  
Teacher Goals and Supporting Activities**

This form is to be completed in collaboration between the evaluatee and peer coaches and given to the administrator by the end of the sixth week of school.

**TEACHER GOALS:**

Identify three areas to be studied and practiced or tried during the school year. Areas must relate to the California Standards for the Teaching Profession listed below, Site Action Plans (attached) and WASC Action Plans.

Standards for the Teaching Profession

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Student Learning
6. Developing as a Professional Educator

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUPPORTING ACTIVITIES:**

Identify at least three activities to be completed to support the areas addressed above. Activities may range from reading articles on a new strategy to implementing a new instructional practice, improving content knowledge, etc.

1. \_\_\_\_\_

\_\_\_\_\_

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2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Evaluatee Signature                      Date                      Peer Coach Signature

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Peer Coach Signature

Evaluator's Comments:

Evaluator's approval: \_\_\_\_\_  
Date                      Signature

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
ALTERNATIVE EVALUATION PROCESS  
Peer Coach Summary**

This form is to be completed by the peer coaches, shared with the evaluatee and then given to the administrator no later than the last day of the third quarter.

**1. ACTIVITIES COMPLETED**

Please provide a brief summary of the activities you and the evaluatee completed. Remember to include any sharing of ideas or joint readings and explorations.

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**2. IMPRESSIONS OF THE ALTERNATIVE EVALUATION PROCESS**

Please provide a brief statement about your assessment of the value of the alternative evaluation process and suggestions you may have for changes. Please note any changes you might personally make if you were to serve again as a peer coach.

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**3. ADDITIONAL COMMENTS**

Please feel free to add any comments on a separate page.

\_\_\_\_\_  
Signature of Peer Coach

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluatee

\_\_\_\_\_  
Date



**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
ALTERNATIVE EVALUATION PROCESS  
Teacher's Self Evaluation**

This form is to be completed by the evaluatee and given to the administrator no later than the last day of the third quarter.

**1. PROGRESS ON PLANNED AREAS FOR EXPLORATION AND EXPERINMENATION**

Referring back to the original plan, briefly describe at least two significant insights that you gained during the year, especially those areas likely to be regularly incorporated in you teaching style.

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**2. OVERALL ASSESSMENT**

Reflecting on all the information received from your peer coaches, student evaluation, and personal reflection, assess the quality of your performance for this year. Be sure to highlight your successes.

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**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
ALTERNATIVE EVALUATION PROCESS  
Sample Student Evaluation**

Participants in the alternative evaluation process are required to complete an anonymous students evaluation. The following are suggested questions. The evaluatee may ask additional questions if desired.

1. I understand how the ideas presented and the activities completed in the class will help me in future studies or my future life.

\_\_\_ Always    \_\_\_ Usually    \_\_\_ Seldom    \_\_\_ Never    \_\_\_ No opinion

2. The teacher presented the material in this class in a way that helped me feel interested and involved.

\_\_\_ Always    \_\_\_ Usually    \_\_\_ Seldom    \_\_\_ Never    \_\_\_ No opinion

3. I feel that the teacher cared about my learning and was available and willing to assist me.

\_\_\_ Always    \_\_\_ Usually    \_\_\_ Seldom    \_\_\_ Never    \_\_\_ No opinion

4. The assignments and homework in this class were appropriately challenging.

\_\_\_ Always    \_\_\_ Usually    \_\_\_ Seldom    \_\_\_ Never    \_\_\_ No opinion

5. This class had a safe and comfortable environment that helped me learn.

\_\_\_ Always    \_\_\_ Usually    \_\_\_ Seldom    \_\_\_ Never    \_\_\_ No opinion

6. I enjoyed this class.

\_\_\_ Always    \_\_\_ Usually    \_\_\_ Seldom    \_\_\_ Never    \_\_\_ No opinion

Additional/alternative questions used?    \_\_\_ yes    \_\_\_ no

Additional/alternative questions attached?    \_\_\_ yes    \_\_\_ no

Total number of students completing the survey: \_\_\_\_\_

Date administered: \_\_\_\_\_

\_\_\_\_\_  
Signature of Evaluatee

\_\_\_\_\_  
Date

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
ALTERNATIVE EVALUATION PROCESS  
Composite Evaluation**

Teacher \_\_\_\_\_ School Year \_\_\_\_\_  
Peer Coach \_\_\_\_\_ School Site \_\_\_\_\_  
Peer Coach \_\_\_\_\_  
Courses Taught \_\_\_\_\_

**PERFORMANCE ASSESSMENT**

Portfolio includes: ( ) Self evaluation ( ) Peer Coaches Summary ( ) Evidence of Student evaluation ( )  
Video ( ) Other \_\_\_\_\_  
(optional)

The teacher identified above meets the district's standards. The areas checked below are recommended for future goals.

1. CURRICULAR OBJECTIVES

Demonstrates understanding of and complies with district adopted content standards and courses of study.  
Uses appropriate materials.

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

Uses a variety of techniques that involve students in their learning.

3. SUITABLE LEARNING ENVIRONMENT

Maintains an orderly and inviting environment conducive to student learning.

4. STUDENT PROGRESS

Monitors and assesses student progress. Students learn and can apply the material presented.

5. PROFESSIONALISM

a. Projects a positive and professional image.

b. Attends and participates in departmental and faculty meetings.

c. Participates on curricular and other appropriate committees as requested.

d. Participates in appropriate staff development activities to expand effective instructional techniques and maintain subject area competence.

e. Establishes and maintains appropriate relationships with administration, colleagues, and support staff.

f. Completes extra-curricular duties as assigned.

\_\_\_\_\_  
Principal or Designee Signature

\_\_\_\_\_  
Date

The evaluatee's signature below does not necessarily signify agreement with the evaluator's comments, but does acknowledge that a conference was held on the date indicated above. The teacher may attach comments to this evaluation within 10 working days. This entire document will be placed in the teacher's file.

Teacher's Signature \_\_\_\_\_ Comments to be attached \_\_\_ yes \_\_\_ no

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
EVALUATION OF TEACHER PERFORMANCE**

**STAFF MEMBER:** \_\_\_\_\_ **SCHOOL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STATUS:** Temporary  2<sup>nd</sup> Yr Prob   
1<sup>st</sup> Yr Prob  Permanent

**SUMMARY OF ATTAINMENT OF OBJECTIVES:**

**SUMMARY OF OBSERVATIONS:**

**COMMENDATIONS:**

**RECOMMENDATIONS/GOALS:**

**MEETS DISTRICT STANDARDS**   
"Satisfactory" – may be eligible for self-  
evaluation in next evaluation cycle

**IMPROVEMENT PLAN**   
Evaluation next Year   
Improvement Plan Needed

**UNSATISFACTORY**   
Standards Cited:  
Content Knowledge  PAR  
Instructional Strategies  PAR  
Classroom Management  PAR  
Other

\_\_\_\_\_  
Signature, Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Staff Member

\_\_\_\_\_  
Date

**THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TEN (10) WORK DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PRIMARY PERSONNEL FILE.**

NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
11645 Ridge Road, Grass Valley, California 95945

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**STAFF ACCEPTABLE USE AGREEMENT**  
*(Terms and Conditions)*

Please read the following carefully before signing this document. This is a legally binding contract and must be signed before access is granted.

The Nevada Joint Union High School District's technology services provide access to the Internet for students and staff. The Internet is an electronic information and communications "highway" connecting millions of computers all over the world and millions of individual people. Students and staff will have access to e-mail, information and news from a wide variety of sources and research institutions, public domain and shareware software, discussion groups and access to many university libraries. Our goal in providing this service to teachers and students is to promote educational excellence in our schools by facilitating resource sharing, innovation and communication. The Nevada Jt. Union High School District strongly believes that the valuable information and interaction available on this worldwide network far outweigh the possibility of users procuring material that is not consistent with the educational goals within each school.

Attached are guidelines provided to establish your responsibilities in the use of technology services within the NJUHSD, including the use of Internet. All use of district technology will follow the NJUHSD Administrative Regulation #4040. If a user violates any of these provisions, his/her account or access privileges may be terminated, appropriate disciplinary action taken, and all future access could be denied. The signatures at the end of this document are legally binding and indicate the parties who signed have read the terms and conditions carefully and understand their significance.

- I. **ACCEPTABLE USE** - The purpose of NJUHSD's provision of access to the Internet is to support research and education consistent with the educational objectives of the NJUHSD. Users are personally responsible for following this provision at all times when using the electronic information service. Transmission of any material in violation of any federal or state law is prohibited. This includes, but is not limited to, threatening or obscene material, copyrighted material, materials protected by trade secret, or advertisement of products or services. Use for product advertisement or political lobbying is also prohibited.
- II. **PRIVILEGES** - The use of the computer system is a privilege, not a right, and inappropriate use may result in a cancellation of that privilege. The district and system administrator will deem what is inappropriate use, take appropriate action and determine consequences. Also, the district and system administrator may close an account or deny, revoke, or suspend specific user accounts.
- III. **NETWORK ETIQUETTE AND PRIVACY** - The use of an account requires that you abide by accepted rules of network etiquette. These include, but are not limited to, the following:  
BE POLITE. Do not send abusive messages to ANYONE.  
USE APPROPRIATE LANGUAGE. In all messages, do not swear or use vulgarities or any other inappropriate language. Anything pertaining to illegal activities is strictly forbidden. (Note that e-mail or other communication, transfer or transmission is not guaranteed to be private. People who operate the system do have access to all mail and network activities.) Communications or activities relating to or in support of illegal activities must be reported to appropriate authorities.  
PRIVACY. Do not reveal the personal address or phone numbers of yourself or any other person. All communications and information accessible via the network should be assumed private property. Do not forward/distribute an e-mail message without permission from the author.

CONNECTIVITY. Do not use the network in such a way that would disrupt the use of the network by others.

- IV. **PERSONAL USE** - The use of the district network is a privilege, not a right. Users must strive for the most responsible use of the district's resources for purposes related to accessing, sharing, and creating information as well as working with others for scholarly and work-related communications. Employees shall not engage in personal use or communication during instructional time. The district network shall NOT be used for private business activities.
- V. **ILLEGAL USE** - The district network and computer equipment shall not be used for illegal purposes. For example, among other crimes, it is a felony to intentionally access any computer system or network for the purpose of devising or executing any scheme or artifice to defraud or extort; or obtain money property, or services with false or fraudulent intent, representation or promises. (California Computer Crime Bill, 1979, Section 502 of the Penal Code)
- VI. **SERVICES** - The NJUHSD makes no warranties of any kind, whether expressed or implied, for the service it is providing. The NJUHSD will not be responsible for any damages you may suffer while on the system. These damages include, but are not limited to, loss of data as a result of delays, non-deliveries or mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of information obtained via the system is at your own risk. The NJUHSD specifically disclaims any responsibility for the accuracy of information obtained through its services.
- VII. **SECURITY** - Security on any computer system is a high priority, especially when the system involves many users. Users must notify the system administrator at once if they identify a security problem. Do not demonstrate the problem to others. Do not use another individual's account or allow another individual to use your account, forge messages, or post anonymous messages. Attempts to log-in to the system under another user's name may result in the cancellation of user privileges. Any user identified as a security risk will be denied access to the system.
- VIII. **VANDALISM** - Vandalism is defined as any malicious attempt to harm or destroy data of another user or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses. Any vandalism will result in disciplinary action, and/or legal referral. In addition, you will be held liable for damages incurred as a result of vandalism and charged for repairs at the rate of \$100.00/hour.
- IX. **UPDATES** - The NJUHSD technology service may occasionally require new registration and account information from you to continue providing services. You must notify the system administrator of any changes in your account information.

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I understand and will abide by the above Terms and Conditions for the use of the Nevada Joint Union High School District technology services, including Internet access. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, disciplinary action in accordance with Education Code 44932 et seq. may be taken and/or appropriate legal action pursued.

Staff Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Member Signature: \_\_\_\_\_





MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
AND  
NEVADA JOINT UNION HIGH SCHOOL TEACHERS' ASSOCIATION

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The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers' Association ("Association") enter into this Memorandum of Understanding ("MOU") on the date first set forth below, as to the following:

WHEREAS, the District and Association entered into the attached MOU dated May 20, 2016, which addresses the use of "in-house" period substitutes;

WHEREAS, the attached MOU is set to sunset on June 30, 2017, and the District and Association have an interest in extending the MOU;

NOW, THEREFORE, the parties agree as follows:

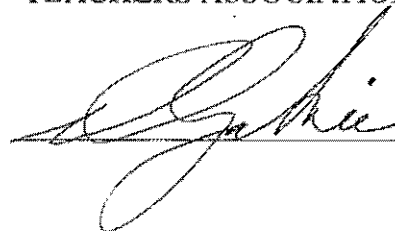
1. The attached MOU setting forth the terms for the use of "in-house" period substitutes is extended as a pilot through the 2017-2018 school year.
2. The District and the Association will meet in fall, 2017, to evaluate the program.
3. Nothing in this Memorandum of Understanding shall establish a past practice or be construed as precedential in any manner.

NEVADA JOINT UNION HIGH SCHOOL  
DISTRICT

  
\_\_\_\_\_

Dated: April 25, 2017

NEVADA JOINT UNION HIGH SCHOOL  
TEACHERS ASSOCIATION

  
\_\_\_\_\_

Dated: April 25, 2017



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
AND  
NEVADA JOINT UNION HIGH SCHOOL TEACHERS' ASSOCIATION

---

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers' Association ("Association") enter into this Memorandum of Understanding ("MOU") on the date first set forth below, as to the following:

WHEREAS, the District frequently has difficulty securing substitute teachers;

AND WHEREAS, the District and the Association desire to develop a pilot or trial program for the use of "in-house" period substitutes;

NOW, THEREFORE, the parties agree as follows:

1. On a voluntary basis, teachers may request to substitute for certain class periods for colleagues at their own site, in exchange for equal period(s) they may use when needed. The parties acknowledge and understand that teachers who provide period substitute service are voluntarily using their own "prep" time and will not be entitled to have said prep time reimbursed in any way outside of this agreement. Teachers who provide substitute period coverage may earn up to a maximum of two (2) days substitute "trade time" each school year for themselves. The parties' intent is that the assignments are equitably divided among teachers who volunteer to provide period substitute service to the extent practical.
2. Records of all period substitute coverage will be managed at the site where the coverage is provided. Site secretaries will maintain the list of those employees who have volunteered to provide period substitute service, the colleague for whom they provide period substitute service, and the number of periods they have actually covered. Additionally, each site secretary will report those records to the District Office at the end of the school year.
3. Teachers must use all accumulated periods by the end of the school year in which they accrue those periods. Any teacher who has accrued periods that they have not used at the end of the school year will be cashed-out at the hourly extra-duty rate (to the nearest quarter hour) in the July pay warrant. Conversely if teachers have used more leave than accrued, it will be deducted from their leave balance. Whenever teachers inadvertently or intentionally accrue more than the 2-day maximum substitute trade time, the site secretary shall so advise the District Office and the excess shall be cashed-out in the July pay warrant in lieu of the teacher using that excess trade time.

4. For schools with rotating schedules that include block and traditional periods, exchange periods will be considered either a traditional period or a block period.
5. The parties agree to implement this pilot program only for the 2016-2017 school year and will meet to assess the program at an appropriate time in the Spring of 2017.
6. Nothing in this Memorandum of Understanding shall establish a past practice or be construed as precedential in any manner.

NEVADA JOINT UNION HIGH  
SCHOOL DISTRICT

Lauree Johnson

Dated: May 20, 2016

NEVADA JOINT UNION HIGH SCHOOL  
TEACHERS ASSOCIATION

Am Label

Dated: May 20, 2016

APPROVED  
AIE:

ENTERED JUN 15 2016

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

AND

NEVADA JOINT UNION HIGH SCHOOL TEACHERS' ASSOCIATION

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The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers' Association ("Association") enter into this Memorandum of Understanding ("MOU") on the date first set forth below, as to the following:

WHEREAS, Article 12.2 of the Collective Bargaining Agreement states the "Beginning with the 2016/2017 school year, the comprehensive sites will start no later than 8:30 a.m."

AND WHEREAS, the Bear River High School staff would like to begin their Friday collaboration meetings at 7:30 a.m.

NOW, THEREFORE, the parties agree as follows:

1. The District and the Association agree that the Bear River High School staff may begin their collaboration meetings on Fridays at 7:30 a.m. and end the school day at 2:30 p.m.
2. There shall be no additional salary related to this exception of Article 12.2 for the Bear River High School staff.
3. Nothing in this Memorandum of Understanding shall establish a past practice or be construed as precedential in any manner.

NEVADA JOINT UNION HIGH  
SCHOOL DISTRICT

Louise Johnson

Dated: August 31, 2016

NEVADA JOINT UNION HIGH SCHOOL  
TEACHERS ASSOCIATION

[Signature] 8/31/16

Dated: August 31, 2016

BOARD APPROVED:  
DATE:

ENTERED OCT 17 2016



## SIDE LETTER OF AGREEMENT

Between the

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

And the

NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers Association ("Association" or "NJUHSTA") hereby enter into this Side Letter of Agreement regarding the teaching hours and teaching load for Independent Study ("IS") teachers.

WHEREAS, on May 1, 2012, the District and NJUHSTA entered into a Side Letter of Agreement regarding the rights of the teachers serving in the Independent Study ("IS") Program at Sierra Mountain High School; and

WHEREAS, the District has complied with each of the terms and conditions set forth in May 1, 2012 Side Letter of Agreement; however, due to the part-time nature of IS teacher employment, paragraph 6 regarding workload allocation cannot be administered consistent with Independent Study Program requirements; and

WHEREAS, the District and NJUHSTA agree to simplify the language governing IS teacher working hours and teaching load to be consistent with Article XII in their collective bargaining agreement.

THEREFORE, the District and NJUHSTA agree as follows:

1. The foregoing recitals are true and correct.
2. All terms and conditions contained in the May 1, 2012 Side Letter of Agreement [attached hereto as Exhibit A] are hereby incorporated by reference as if fully set forth herein with the exception of Paragraph 6 regarding teaching hours and teaching workload of IS teachers which shall be amended in accordance with the following:

Effective on July 1, 2013, and consistent with Education Code 51745.6 and the terms contained in Article XII on Teaching Hours and Teaching Load of the parties' Collective Bargaining Agreement, including, but not limited to, Section 12.2 on length of work day, Section 12.5 on duty-free lunch and 12.6 on preparation time; a full-time Independent Study teacher shall carry a maximum of no more than an average student load of 28 per week. The student load for part-time teachers shall be proportionately reduced; i.e., .2 FTE = 6 students; .4 FTE = 11 students; .6 FTE = 17 students; and .8 FTE = 22 students—See Attached calculations for reference. Please note that this is the maximum number of students. The program administrator may assign other work in lieu of student hours.


After the start of the school year, but prior to March 1<sup>st</sup>, when a fluctuation in the number of students to be served in the IS Program results in an increase in enrollment, the District shall have the discretion to provide services to these additional students up a collective of no more than 6 hours of student time, by either paying existing IS teachers or alternatively, other appropriately credentialed teachers, on an hourly basis at the rate of \$39.49, with the express understanding that the hourly rate will be applicable solely to the time spent performing IS teacher duties and shall not include travel time. After the IS Program has reached a collective of 6 additional hours in either lab time and/or one-on-one student instructional time per week, the District shall post a .2 FTE vacancy for such work. At such time that an existing part-time teacher is assigned the .2 FTE and is

eligible, then the teacher shall receive an increased prorated amount of the District's maximum monthly contribution toward the cost of health, dental, vision and life insurance benefit coverage as set forth above in increments of 20% (i.e. .6 FTE, .8 FTE, 1.0 FTE).


As of March 1st of each year, no more than 2 hours per week shall be paid on an hourly basis. After March 15<sup>th</sup> when enrollment increases, the District shall provide service to such students by either paying any existing IS teacher, or any other appropriately credentialed teacher, at the IS Program hourly rate, and regardless of the total increase in the number of students, the District shall post a generic hourly opportunity for IS that will remain in effect for the remainder of the school year.

3. In addition to the requirements set forth in the May 1, 2012 Side Letter of Agreement, all IS teachers are subject to the terms and conditions contained Collective Bargaining Agreement between the District and NJUHSTA in the same manner and to the same extent as all other certificated bargaining unit members.

Dated: 4/23, 2013

  
\_\_\_\_\_  
Allison Cassel, NJUHSTA President

Dated: 4, 23, 2013

  
\_\_\_\_\_  
Trisha Dellis, Assistant Superintendent  
Nevada Joint Union High School District

**BOARD APPROVED**

**DATE:            ENTERED MAY - 8 2013**



## SIDE LETTER OF AGREEMENT

Between the

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

And the

**NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION**

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers Association ("Association" or "NJUHSTA") hereby enter into this Side Letter of Agreement regarding the rights of the teachers serving in the Independent Study ("IS") Program at Sierra Mountain High School.

WHEREAS, NJUHSTA has requested clarification regarding the status of the Independent Study teachers at Sierra Mountain in terms of their inclusion in the certificated bargaining unit; their date of hire as it relates to seniority; their full time equivalent ("F.T.E."); their rights to sick leave, health and welfare benefits and any other benefits set forth in the parties' collective bargaining agreement.

WHEREAS, NJUHSTA and the District have agreed to define the employment rights of the Independent Study teachers on the following basis:

1. The definition of "all regular certificated employees" as set forth in Article II, "Recognition," shall include teachers serving in the Sierra Mountain Independent Study program ("Independent Study teachers") and such Independent Study teachers shall be part of the certificated bargaining unit to the extent consistent with the following terms and conditions.

2. The Independent Study teachers currently serving in the Sierra Mountain Independent Study Program shall be designated as certificated employees and in the absence of conclusive evidence to the contrary, their seniority date, defined as their first day of probationary service in the District, shall be as follows:

Bergen, Marilyn	8/10/2007
Chan, Allison B.	3/1/2006
Humpherys, Sally	10/1/1997
Keeny, Susan	11/1/1987
Martha Naythons	2/1/1988 [retired]
Wagner, Gail	11/15/1999

3. Effective as soon as practical following ratification of this Side Letter, the Independent Study teachers listed in paragraph 2 above shall be credited with a proportionate amount of the 10 days of annual sick leave provided to full-time certificated employees for each year of their service to the District. To receive this sick leave credit, each Independent Study teacher shall be required to submit written documentation from the State Teacher Retirement Service ("STRS") defining her total years of creditable service with the District and that total number of years of creditable service with the District shall be multiplied by 10 days. [For example, the sick leave credit an Independent Study teacher with a total of 4.2 years of creditable

service with the District as evidenced by STRS documentation shall be calculated as follows: 4.2 X 10 days = a credit to the Independent Study teacher's sick leave account of 42 days.]

4. The parties agree that the total full time equivalent ("FTE") for the Sierra Mountain Independent Study Program shall not be less than 3.0.

5. Effective April 1, 2012 through June 30, 2012, the Independent Study teachers listed in paragraph 2 above shall continue to be compensated at \$39.49 per hour for their service in the Sierra Mountain Independent Study Program and shall also be paid an additional one (1) hour at \$39.49 for every six (6) student teaching hours.

6. Effective on July 1, 2012, and consistent with Education Code 51745.6 and Article XII on Teaching Hours and Teaching Load, a full-time Independent Study teacher in the Sierra Mountain program shall carry an average student load of 28 pupils per week and shall provide a total of 35 hours of service to the District per week as follows: 28 hours per week providing one-on-one student instruction; 2 hours per week supervising lab activities; 1 hour per week in planning; and 4 hours of preparation time.

7. Effective on July 1, 2012, any teacher assigned to serve in the Sierra Mountain Independent Study Program shall be placed on the Certificated Salary Schedule consistent with the requirements of Article XXVII, "Salaries," of the parties' 2009-2012 Collective Bargaining Agreement. To the extent that the Independent Study teachers listed in paragraph 2 above remain employed in the Sierra Mountain Independent Study program as of July 1, 2012 or are subsequently reemployed pursuant to Education Code section 44957, their salary schedule placement shall be as follows:

Bergen, Marilyn	Class I, Step 1
Chan, Allison B.	Class V, Step 2
Humpherys, Sally	Class III, Step 6
Keeny, Susan	Class IV, Step 1
Martha Naythons	Class IV, Step 6 [retired]
Wagner, Gail	Class III, Step 6

8. Effective July 1, 2012, any teacher assigned to serve in the Sierra Mountain Independent Study Program and teaching at least 60% of a full time assignment shall be eligible for a prorated amount of the District's maximum monthly contribution toward the cost of health, dental, vision and life insurance benefit coverage as set forth in Article XXIII.

9. Effective July 1, 2012, due to the need for flexibility in serving Independent Study students in the Sierra Mountain program, the parties agree that full-time Independent Study teachers may be assigned to work at times other than during the traditional school day. However, an Independent Study teacher's work hours, exclusive of lunch, shall be consecutive unless mutually agreed to by the teacher and the District with notice to the Association.

10. Effective July 1, 2012, when fluctuation in the number of students to be served in the Sierra Mountain program results in an increase in enrollment after the school year begins, the District shall have the discretion to provide services to these additional students up to a collective of no more than 6 hours of student time, by either paying existing Independent Study teachers or alternatively, other teachers, on an hourly basis at the rate of \$39.49 with the express

understanding that the hourly rate will be applicable solely to the time spent performing Independent Study teacher duties and shall not include travel time. After the Independent Study program has reached a collective of 6 additional hours in either lab time and/or one-on-one student instructional time per week, the district shall post a .2 FTE vacancy for such work. At such time that an existing part-time teacher is assigned the .2 FTE and is eligible by having reached at least .6 FTE, then the teacher shall receive an increased prorated amount of the District's maximum monthly contribution toward the cost of health, dental, vision and life insurance benefit coverage as set forth in Article XXIII in increments of 20% (i.e., .6 FTE, .8 FTE, 1.0 FTE).

11. The District and the Association have entered into this Side Letter of Agreement with express understanding that it is limited in applicability to all Independent Study teachers.

12. The Association and the District agree that this Side Letter of Agreement fully and finally resolves all disputes between them regarding the Independent Study teachers listed in paragraph 2 above who are currently serving in the Sierra Mountain Independent Study Program and on that basis, the Association agrees not file any claims of any kind whatsoever, whether now or in the future, related to the employment of such Independent Study during the period prior to the date this Side Letter is ratified by the District and the Association.

Dated: 5-1, 2012  
Allison Cassel  
Allison Cassel, President  
Nevada Joint Union High School Teachers Association

Dated: 5-1, 2012  
Marianne Cartan  
Marianne Cartan, Superintendent  
Nevada Joint Union High School District

Dated: 5-1, 2012  
Marilyn Bergen  
Marilyn Bergen

Dated: 5/1, 2012  
Allison Chan  
Allison Chan

Dated: May 1, 2012  
Sally Humpherys  
Sally Humpherys

Dated: 5/1, 2012  
Susan Keeny  
Susan Keeny

Dated: 5-1, 2012  
Martha Naythons  
Martha Naythons

Dated: May 1, 2012  
Gail Wagner  
Gail Wagner

BC  
LOVED

DATE:

ENTERED MAY 16 2012



# IS Staffing Model

FTE	Hours Per Week	Minutes Per Week	Lunch Per Week	Prep Per Week	Remaining Time	Assigned Hours*	Max No. of Students
0.2	7	420	30	45	345	5.75	6
0.4	14	840	60	90	690	11.50	11
0.6	21	1260	90	135	1035	17.25	17
0.8	28	1680	120	180	1380	23.00	23
1	35	2100	150	225	1725	28.75	28

\*The program administrator may assign other work in lieu of student hours.

Attachment to Side letter of Agreement

