

## **Memorandum of Understanding**

May 14, 2020

**Between Siskiyou Union High School District Teacher Association  
And Siskiyou Union High School District**

### **STRS Golden Handshake & Article 9 Transfers**

SUHSDTA and the District agree to offer a STRS Golden Handshake two years of service credit in exchange for a retirement letter dated June 30, 2020 and received by May 29, 2020 by 3:00 pm.

The conditions of this agreement include the following:

1. Adjust hiring service credit (Administrative Regulation 4151) years to a max of 9 years (See Exhibit 1)
2. Recognizing that some current positions may not be filled because of current and projected budget circumstances, the district will identify vacancies that result from any retirements and use the following clarified contract language to post, transfer, and fill the resulting vacancies. ***Because of the timing of the resulting vacancies, the district will post all vacancies in-house and out-house simultaneously.***
3. The parties agree to change current language in the Collective Bargaining Agreement as follows:

### **Article 9: Transfer Policy**

#### **9.1 Definitions and General Provisions**

**Vacancy:** A budgeted and unfilled unit position that occurs after all reassignments within a school site have been completed.

**Reassignment:** The movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another (such as a team teacher) within the same school site.

**Transfer:** The movement of a unit member from one work location to another work location.

**Seniority:** For the purposes of the Article, “seniority” is based upon the first date of paid service in a bargaining unit teaching position as of July 1, 2006.

**Multi-facility assignment: An assignment requiring the unit member to commute between two (2) or more worksites.**

The judicious placement of staff members within the District is concomitant to the employment of a qualified and competent staff for the successful functioning of the District.

The Superintendent is responsible for the transfer and assignment of all certificated personnel within the District to satisfy instructional requirements and to maintain instructional staff balances within the District, except that the Board shall approve any transfer that constitutes a move of a tenured employee to an administrative position.

A voluntary transfer or multi-facility assignment may be requested by the unit member. An involuntary transfer or multi-facility assignment between schools may be initiated by the District, limited by the provision within this agreement. Procedural violations of this Article will be processed through the grievance procedures of this Agreement.

## **9.2 Vacancies**

Vacancies in additional compensated duties/positions will be considered the same as any other vacancy within this Contract. Unit members will have first priority to apply, interview, and be selected for the position as long as the unit member has met or exceeded the requirements for the position. In the event of an immediate/emergency vacancy, the District will meet and confer with the Association to find a temporary solution until the position can be advertised and the selection process completed. Upon knowledge of vacancies, the District shall deliver to the Association *via district email* and post in school buildings a list of vacancies which occur during the school year. The list shall contain the following:

- a) A closing date which is at least ten (10) working days following the posted date.
- b) A job description.
- c) Credentials, skills, and qualifications necessary to meet the requirements of the position.
- d) No permanent assignment to fill the vacancy shall be made until the closing date.
- e) The District, upon request of the unit member, shall notify that unit member by mail of any posted openings which may arise during the summer recess or a period of leave. The unit member's request must be in writing and must include a mailing address.
- f) If a unit member already has a transfer application on file, it is not necessary to make further application to be considered for any vacancies.
- g) The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.

## **9.3 Voluntary Transfers**

A unit member may request a voluntary transfer. **subject to the following conditions:**

- 9.3.1** The request must be made on a "Request for Transfer" form (Appendix H) and shall be sent to the District office. It is the responsibility of the unit member requesting a voluntary transfer to update the request every year.

**~~During the regular school year, the District shall post notices of each vacancy (including extra-curricular positions) on faculty bulletin boards at each school site within the District.~~**

~~During the summer recess period, the District shall mail vacancy notices to all unit members who have requested the District in writing to receive such vacancy notices.~~

~~All requests for voluntary transfers shall be considered on the basis of the following criteria:~~

- ~~• Credentials.~~
- ~~• Completion of application form (Request for Transfer, Appendix H).~~
- ~~• Completion of resume.~~
- ~~• Interview.~~
- ~~• Work history/experience/professional growth.~~
- ~~• Seniority in the District.~~

**9.3.2** **The request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.**

**9.3.3** **A request for transfer may be withdrawn by the unit member in writing to the District at any time prior to official notification of transfer approval.**

**9.3.4** **The following factors shall be utilized to determine which unit member receives a voluntary transfer.**

- a) Possession of an appropriate credential**
- b) Major/minor field of study**
- c) The legitimate educationally related needs of the District**
- d) Where multiple voluntary transfer requests are submitted for the same position and a, b, c are equal for the requesters, the interview process will be used to determine the selected candidate.**

**9.3.5** **If a unit member's request for a voluntary transfer is denied, he/she, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reason(s) for the denial. Within five (5) days following this meeting, the unit member, upon request will be provided with a written rationale for the denial.**

**9.3.6** **If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school site shall not be notified by the District of the application**

**9.3.7** **The District shall provide assistance in moving a unit member's instructional material in a timely manner whenever a voluntary transfer or reassignment occurs.**

Based on the criteria set forth, the final decision to fill all vacancies is within the discretion of the District management. **Violations of the criteria set forth**

**shall be subject to the grievance process.**

#### **9.4 Involuntary Transfers**

Unit members may be transferred by the District management at any time such a transfer is in the best interest of the District as defined by the District management. In the event of an involuntary transfer necessitated by a decrease in the number of pupils, the elimination of program(s) and/or funding or the closure of a school the District shall seek volunteers **using the posting requirements in section 9.2 above** prior to making an involuntary transfer. **The district shall consult with the SUHSTA president when considering involuntary transfers.**

##### **9.4.1 The determination of which unit member shall be involuntarily transferred or assigned multi-facility duties shall be based upon the following factors:**

- (a) Possession of the appropriate credential**
- (b) Major/minor field of study**
- (c) The legitimate educationally related needs of the District**
- (d) The unit member with the lowest seniority in the District shall be transferred provided the above factors are equal**

##### **9.4.2** A unit member affected by such transfer shall be given notice as soon as administratively practicable. A conference between the unit member and the Superintendent will be held in order to discuss the reasons for the transfer. **The following criteria will be used:**

- (a) Seniority.**
- (b) Credentials/Subject matter.**
- (c) Work history/Experience.**

##### **9.4.3** Upon request of the unit member, the Association President or designee shall also be present at this conference. Following this conference, the unit member shall receive written reasons for the transfer.

##### **9.4.4** An involuntary transferred unit member may at his/her own choice elect not to be transferred and may request a leave of absence without pay, not to exceed one year. Subsequent openings in the original school shall be offered to the involuntarily transferred employee on the basis of the criteria set forth.

##### **9.4.5** Involuntarily transferred certificated personnel shall be reimbursed the cost of the move, not to exceed an amount equal to the lowest of three bids secured from approved moving and storage companies, plus \$1,000.00 in the case of an involuntary transfer to Happy Camp. Voluntary transfers do not qualify for compensation herein above set forth with the exception of Happy Camp, and only after prior approval by the District.

**9.4.6** **If a transfer occurs after the start of the school year,** ~~the District shall provide assistance in moving the unit member's instructional material whenever an involuntary transfer or reassignment after the start of the school year.~~

**9.4.7** **If a transfer** ~~that~~ involves a change in subject matter **the unit member** shall be allowed up to three (3) days of paid release time (up to five (5) days for an involuntary transfer to Happy Camp) for preparation prior to the effective date of the involuntary transfer or reassignment.

**9.4.8** Unit members involuntarily transferred to more than one school site after the start of the school year shall be reimbursed mileage at the current mileage rate (or provided a District vehicle) for any additional travel required.

3. Because of the timing of the resulting vacancies, the assignment deadline described in contract item 8.12 will be extended to Friday, August 2, 2020.

4. Replace contract language regarding Independent Studies with the following:

7.3 Independent study is provided as an alternative instructional strategy. Students use a district adopted curriculum to complete graduation requirements. Teachers with regular classroom assignments, who are assigned independent study, shall prepare for and instruct a number of students as calculated by the prior years district traditional IS ratio calculation.

8.7 ... a) Teachers teaching Independent Study as part of their regular contract would be assigned a number of students in accordance with article 7.3.

5. The district will use fund 20 (Retiree Benefit Fund) to finance the cost of the STRS Golden Hand Shakes with the promise that the district will repay the fund in full over no more than eight years.

6. This MOU does not conclude negotiations for the 2020-21 school year. Both parties agree to meet to negotiate an MOU for changes in working conditions due to COVID-19. Additionally, the parties agree to revisit SUHSTA's initial proposal with the exception of article 9 which is resolved in this document.

## **Signatures:**

**For the District:**

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**Mike Matheson,  
District Superintendent**

**For Siskiyou Union High School TA:**

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**SUHSDTA Representative**

## **Exhibit 1 AR 4151**

### **AR 4151 Salary Guidelines**

#### **Personnel**

1. Each teacher shall be placed on the salary schedule in accordance with their college education (semester units) and K-12 teaching experience after the issuance date of a full teaching credential. All college educational units and teaching experience shall be verified in writing according to district procedures.
2. Certificated personnel will be given credit, up to nine years at the time of initial placement on the salary schedule, for previous K-12 school teaching experience which occurred after the issuance date of a full teaching credential.
3. A teacher with half year experience shall be placed on Step 2, one and half years on Step 3, two and half on Step 4; thereafter no fractions of years shall be considered.
4. New teachers to the district shall be probationary and placed on the district seniority list based on their hire date and years of service to the Siskiyou Union High School District.
5. Units for column changes must be upper division or graduate units from accredited institutions only. The following exceptions may apply:
  - a. Initial placement shall be determined by total number of semester units in excess of the bachelor's degree without regard to upper division credit.
  - b. Lower division credits may be applied toward column changes subject to the following conditions:
    - i. Written approval by the superintendent or designee prior to enrollment in the class.
    - ii. Classes must be directly related to the teaching assignment or assist with the assignment such as a course in digital literacy or computers.
6. If a teacher is compensated by the district for the participation in the class or experience, or the district pays for the class or experience, the teacher cannot use the class or experience for column changes.
7. Teachers anticipating a column change shall so advise the District Office no later than May 15 of the year the column change is anticipated by using the district form.
8. Approval for column changes is contingent upon submission of transcripts no later than September 10 on the school year.
9. Supervised or practice teaching, shall not be counted for credit experience
10. No credit shall be earned for substitute teaching
11. Teachers may advance no more than one step each calendar year

## **Exhibit 2 Sample letter**

Dear Certificated Staff Member,

On behalf of the Siskiyou Union High School District, I would like to take this opportunity to announce a retirement incentive for certificated staff members. Please review the following statement and conditions.

### **RETIREMENT INCENTIVE**

This retirement incentive agreement is entered into by and between the Siskiyou Union High School District (District) and the Siskiyou Union High School Teachers Association (Association). The District and the Association agrees as follows:

1. This agreement is a one time only agreement and does not constitute a past practice or a precedent. This agreement automatically expires at 3 p.m. on Friday May 29, 2020.
2. The District will provide the opportunity for a certificated staff member who submits to the District office by 3 p.m. on Friday, May 29, 2020 his/her written and irrevocable resignation from employment with the District specifying a resignation date of June 30, 2020, to receive a STRS Golden Handshake two years service credit retirement offer. In order for the written resignation to comply with this agreement, the written resignation must:
  - A. Be in writing and signed by the employee
  - B. Be actually received by the District office no later than 3 p.m. on May 29, 2020
  - C. Specify that the resignation is irrevocable
  - D. Specify a resignation date of June 30, 2020

This agreement does not modify the "contract of employment for certificated employees"

3. Resignations received after 3 p.m. on May 29, 2020 will not receive the incentive.

Please contact me if you have any questions regarding this one time incentive.