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2023-2024

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

AND

SUMMERVILLE FEDERATION OF TEACHERS

LOCAL 6007, CFT/AFT, AFL-CIO

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1. Agreement

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Summerville Union High School District (“Board”) and the Summerville Federation of Teachers, Local 6007, CFT/AFT, AFL-CIO (“Federation”), an employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

1.3 This agreement shall remain in full force and effect from July 1, 2018 until June 30, 2021.

2. Recognition

The Governing Board recognize the Federation as the sole and exclusive bargaining representative of all certificated employees, including vocational, intern, temporary, part-time and summer school teachers, but excluding substitute teachers, management, supervisory and confidential employees as defined in the Act, for the purpose of meeting, negotiating and the processing of grievances.

3. Non-Discrimination

The Trustees shall not discriminate against any employee of the bargaining unit on the basis of race, religion, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership or non-membership in the Federation, or participation by any employee of the bargaining unit in the lawful activities of the Federation.

4. Negotiation Procedures

4.1 Not earlier than the first week of the school year in which this Agreement expires, and after the public is allowed input as required by the Act, the District and Federation agree to meet and negotiate by May 15 and as often as is necessary in order to negotiate, reach agreement, and reduce to writing the various issues contained within the scope of negotiations as defined in the Act.

- 118 4.2 The Federation may designate not more than three (3) employees in the
119 bargaining unit, whose identity shall be made immediately known to the District
120 Superintendent, (hereinafter referred to as the Superintendent) or his/her designee,
121 in order to permit said unit members' participation in the negotiations. Not more
122 than three (3) members of management, whose identity shall be made
123 immediately known to the Federation, shall participate in the negotiation process
124 on behalf of the District.
125
- 126 4.3 Either party may utilize the services of outside consultants to assist in the
127 negotiations.
128
- 129 4.4 Negotiations shall take place at mutually agreeable times and places and during
130 the regular school day at least 50% of the time, provided that meetings shall be
131 held within seven (7) school days from receipt of a written request. When it is
132 necessary for the Federation to schedule meetings for the processing of
133 grievances, it shall be the responsibility of the designated unit members (any
134 employee included in the bargaining unit) to notify the Superintendent or his/her
135 designee of the meeting times, dates and place and to request release time which
136 shall be no later than 24 hours prior to the commencement of such sessions. Each
137 chief negotiator will be responsible for notifying members of his/her team of the
138 time and place for the next meeting. The agenda for a subsequent meeting shall
139 be established at the conclusion of each session.
140
- 141 4.5 The parties agree that the person acting as chief negotiator shall be the chief
142 spokesman for the respective parties and shall have the full authority to make
143 proposals and counter-proposals and to sign tentative agreements, subject to
144 ratification by a majority of the District Trustees and by a majority of the
145 Federation membership of the full contractual Agreement. Only the chief
146 negotiators or their representatives shall transmit inter-team documents to the
147 other party. This may be done in a formal meeting, through hand-delivery, by
148 facsimile transmission or through U.S. mail. During negotiations items
149 tentatively agreed upon shall be reduced to writing, initialed by both parties, and
150 be considered part of the total contract settlement. All information, data, and
151 documents requested for negotiations shall be distributed to all three members of
152 the Federation negotiating team.
153
- 154 4.6 It is understood and agreed that all negotiation sessions will be held in an
155 executive session unless otherwise mutually agreed upon in advance by both
156 parties. Should an impasse be declared, the declaring party is responsible for
157 notifying the Public Employment Relations Board and to comply with said
158 Board's regulations for mediation and fact-finding.
159
- 160 4.7 No bargaining unit employee shall engage in Federation activities during the time
161 he/she is assigned to teaching or other school related duties, except that members

162 of the Federation's negotiation committee shall be excused without loss of pay for
163 working time spent in negotiation with the District or its representatives as
164 provided above for negotiations and for the processing of grievances, or as
165 provided elsewhere in this contract or in the law. The District agrees not to
166 discriminate against any Federation member because of his/her participation in
167 negotiations or grievance processing.

168
169 4.8 During the course of negotiations described in this Article, the parties mutually
170 pledge that such negotiations shall be conducted in good faith.

171
172 4.9 Unless otherwise provided for herein, the designated unit members of the
173 Federation's bargaining committee and Federation representatives shall not
174 interfere with the performance of any unit member's duties or disrupt the unit
175 member's instructional day.

176
177 4.10 The Federation shall have the right to inspect the original copy of any public
178 record of the District during the regular office hours at the Superintendent's
179 office.

180
181 4.11 Computer and raw data of public records having a direct relationship to the scope
182 of negotiations as identified in Section 3452 of the Act shall be available to the
183 Federation in the form which the information was communicated to the Trustees.
184 If such format does not exist, the requested data shall be provided in such a form as
185 will cause the least burden in the judgment of the District Superintendent or his/her
186 designee.

187
188 4.11.1 Statistics and records of the District necessary for the enforcement of this
189 Agreement (including grievances) or relevant to negotiations shall be
190 provided in a timely manner to the Federation upon request.

191
192 4.11.2 A copy of the Agenda and Board Packet, excluding personnel matters and
193 other confidential material, shall be provided to the Federation's president
194 at the same time such information is provided to members of the Board of
195 Trustees. Such information shall include copies of all minutes of Board
196 meetings.

197
198 4.11.3 Upon the request of the Federation, the District shall provide to it the
199 names, addresses and telephone numbers of new and continuing unit
200 members.

201
202 4.11.4 Upon the request of the Federation, the District shall provide to it a list of
203 the work assignments of all unit members.

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205 5. Federation Rights

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- 5.1 The District authorizes the Federation to use the school facilities at times other than normal working hours of student instruction as long as the Federation submits the appropriate Civic Center Act form to the Superintendent or his/her designee. In emergencies, the Superintendent or his/her designee may authorize the Federation to use the District facilities during normal working hours as long as the Federation declares in writing that the use of such facilities does not interfere with the instructional day. Arrangements shall be made for the use of school facilities through the Superintendent or his/her designee.
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- 5.2 The Superintendent or his/her designee shall grant the Federation use of school equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment or facilities does not interfere with the normal student instruction or work production of the District. The Federation shall pay for all and any costs incurred by the District incidental to such use of the equipment by the Federation.
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- 5.3 The Federation agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.
- 226
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- 5.4 Spaces on bulletin boards, which shall be provided for in school buildings frequented by unit members, will be reserved for the exclusive use of the Federation for posting material dealing with Federation business. The Federation will be solely responsible for such material and for its prompt removal upon its becoming out of date.
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- 5.5 The Federation shall have use of unit member school mailboxes for the purpose of distributing Federation material.
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- 5.6 The District shall provide the Federation President with three (3) days of leave and two other bargaining unit members designated by CFT with two (2) days of leave each (total of seven (7) days of leave each school year for the bargaining unit) school year to carry out bargaining agent responsibilities on the condition that CFT reimburses the District for the actual cost of the substitute employed to replace the bargaining unit member on leave. At least five (5) working days notice in advance of the use of such time shall be made to the Superintendent/designee. The time requirement may be waived at the discretion of the District. The Superintendent has the right to deny such request if the instructor's absence would cause a disruption to the District's educational program. The granting of such requests, however, shall not be unreasonably withheld.
- 248
249
- 5.7 Dues Deduction

250 5.7.1 The right of payroll deduction for payment of organizational dues shall be
251 accorded without charge to the Federation. Federation members who currently
252 have authorization cards on file for the above purposes need not be re-solicited.
253 Federation dues upon formal written request from the Federation to the District,
254 shall be increased or decreased without re-solicitation and authorization from unit
255 members.

256
257 5.7.2 Pursuant to authorization by the unit member, the District shall deduct the
258 appropriate monthly Federation dues and fees from the regular salary check each
259 month.

260
261 5.7.3 With respect to all sums deducted by the District pursuant to authorization
262 of the unit member for membership dues, the District agrees to remit monthly
263 such monies to the Federation along with an alphabetical list of unit members for
264 whom deductions have been made and any changes that may have occurred since
265 the previous list.

266
267 5.8 Maintenance of Membership

268
269 5.8.1 Any unit member who is a member of the Federation, or who has applied
270 for membership, may sign and deliver to the District an assignment authorizing
271 deduction of unified membership dues, initiation fees and general assessments by
272 the Federation. Pursuant to such authorization, the District shall deduct the
273 regular monthly dues from the regular salary check of the unit member each
274 month. Deductions for unit members who sign such authorization after the
275 commencement of the school year shall be appropriately prorated to complete
276 payments by the end of the school year. Once having become a member, the unit
277 member shall remain a member as provided for below for the duration of the
278 contract.

279
280 5.8.2 The Federation agrees to furnish any information needed by the District to
281 fulfill the provisions of Section 5.7 and 5.8 of this Article.

282
283 5.9 Hold Harmless and Indemnify

284
285 5.9.1 The Federation shall indemnify, defend, and hold harmless the District, its
286 Board Members, and any employee, agent, or other representative acting within
287 the scope of its/their duty against all claims, demands, suits or other forms of
288 liability before PERB or any other administrative or judicial body challenging the
289 legality or constitutionality of the dues deduction.

290
291 5.9.2 The Federation's indemnity shall include, but not be limited to, wages,
292 damages, judgments, fees, fines, court costs, attorney fees, and any back pay, or
293 other penalties awarded by any court, arbitrator, or PERB order, judgment or

294 settlement. The Federation’s indemnity shall not apply to the District’s failure to
295 implement its ministerial duty as required by contract.
296

297 5.9.3 The Federation shall have the exclusive right to decide and determine
298 whether any such claims or suits referred to in the above referenced paragraphs
299 shall or shall not be compromised, resisted, tried, or appealed. (article 5 revised
300 9/6/2019)
301
302

303 6. Management Rights Clause
304

305 6.1 District Powers, Rights, and Authority. It is understood and agreed that the
306 District retains all of its powers and authority to direct, manage, and control to the
307 extent allowed by the law and to the extent not specifically abridged by the
308 express terms of this Agreement. Included in, but not limited to, those duties and
309 powers are the right to: determine staffing levels; determine the number and kinds
310 of personnel required; determine the number of hours assigned to new positions;
311 determine level of services at any site; cease engaging in any activity; layoff
312 employees; schedule in-service training days; set guidelines concerning student
313 conduct and discipline; selection of employees for hiring panels except if the
314 District designates a panel member as a Union representative; establish its
315 educational policies, goals, and objectives; insure the rights and educational
316 opportunities of students; determine District curriculum; design, build, move, or
317 modify facilities; establish budget procedures and determine budgetary
318 allocations; determine the methods of raising revenue; and take any action on any
319 matter in the event of an emergency as provided in Section 6.3 herein. The
320 District’s exercise of its powers, rights, and authorities as herein contained shall
321 not be subject to the Grievance Article found at Section 7 of this Agreement.
322

323 6.2 Limitation on District’s Exercise of Management Rights. The District, in its
324 exercise of the foregoing powers, rights, authority, duties, and responsibilities
325 cannot unilaterally modify any of the following if the matter is the proper subject
326 of negotiation between the parties: the specific and express terms of this
327 Agreement, Board Policy, Administrative Regulation, or past practice.
328

329 6.3 Emergencies. The District retains its right to suspend this Agreement in case of
330 an emergency for the reasonable period of time required by the emergency.
331 Emergency suspension of any portion of this Agreement shall be limited to an
332 emergency caused by earthquake, flood, fire, or other natural catastrophe.
333 Emergencies shall not include any man-made errors in judgment such as a fiscal
334 crisis. The emergency suspension will only apply to those contract provisions
335 which are affected by the emergency and for only as long as the emergency exists.
336 The District shall keep the local chapter president informed of the emergency, the
337 expected duration and the specific articles that need to be suspended. The parties

338 agree to meet, if necessary, once the emergency condition is resolved to discuss
339 any continuing needs to alter the contract because of the emergency.

340
341 7. Grievance & Arbitration

342
343 7.1 Definitions

344
345 7.1.1 A "grievance" is an alleged violation, misinterpretation, or
346 misapplication of the terms and conditions of this Agreement.

347
348 7.1.2 A "grievant" refers to any employee of the bargaining unit covered
349 by the terms of this Agreement or by the Federation.

350
351 7.1.3 A "working day" is any day the District office is open for business.

352
353 7.2 Purpose

354
355 7.2.1 The Purpose of this procedure is to secure at the lowest possible
356 administrative level solutions to the problems which may, from
357 time to time, arise concerning the provisions of this Agreement.

358
359 7.2.2 It is completely understood and agreed that nothing contained
360 herein will be construed as limiting the right of any employee of
361 the bargaining unit having a grievance to discuss the matter with
362 the Superintendent or his/her designee and to have the grievance
363 adjusted without intervention of the Federation, provided that the
364 adjustment is consistent with the terms of this Agreement and that
365 the Federation has been given an opportunity to be present at such
366 adjustment and to state its views.

367
368 7.3 Procedure

369
370 7.3.1 Since it is important that the grievance be processed as rapidly as
371 possible, the time table specified at each level hereafter followed
372 should be considered as a maximum and every effort should be
373 made to expedite the process. The time limits specified may
374 however be extended by mutual agreement.

375
376 7.3.2 In the event a grievance is filed at such a time that it cannot be
377 processed by the end of the school year, the time limits set forth
378 herein will be reduced so that the procedure may be exhausted
379 prior to the end of the school year or as soon thereafter as is
380 practical.

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7.3.3 Level One

7.3.3.1 Within twenty (20) working days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must first discuss it with the Superintendent or his/her designee, at a mutually agreeable time, either directly or through the Federation's designated representative, with the objective of resolving the matter.

7.3.4 Level Two

7.3.4.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at LEVEL ONE, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the Superintendent's office and the president of the Federation within five (5) working days after the decision at LEVEL ONE or fifteen (15) working days after the grievance was presented, whichever is sooner.

7.3.4.2 The grievance shall be in writing and shall include:

7.3.4.2.1 The name of the aggrieved.

7.3.4.2.2 The date of the alleged violation.

7.3.4.2.3 The provision or provisions allegedly violated.

7.3.4.2.4 The specific remediation proposed by the aggrieved.

7.3.4.3 Within ten (10) working days, as defined in 7.1.3, after the receipt of the written grievance by the Superintendent's office, he/she or his/her designee will meet with the aggrieved and a representative of the Federation in an effort to resolve it. The ten (10) working day period can be extended by mutual agreement of the parties.

7.3.5 Procedures for Level Three or Level Four

7.3.5.1 If the aggrieved is not satisfied with the disposition at LEVEL TWO, or if no decision has been rendered within

426 ten (10) working days after the LEVEL TWO filing, the
427 grievant may ask the Federation to appeal the grievance
428 within ten (10) days after the LEVEL TWO decision
429 should have been transmitted. The request to appeal to
430 LEVEL THREE or LEVEL FOUR shall be made to
431 the Federation, with a copy to the Superintendent/designee.
432 The Federation shall have ten (10) working days to
433 determine whether to initiate an appeal to LEVEL THREE
434 (Grievance Mediation) or LEVEL FOUR (Arbitration). The
435 Federation's selection of a Level Three Appeal does not
436 preclude it from exercising its right under Section 7.3.7.
437 The discretion to appeal and the decision as to which level
438 to appeal rests solely with the Federation.
439

440 7.3.6 Level Three -- Grievance Mediation
441

442 If the grievant is not satisfied with the decision at LEVEL TWO, he/she
443 may request that the Federation submit the matter to grievance mediation.
444 The decision to submit the matter to mediation rests solely with the
445 Federation. A mediator shall be selected from a panel provided by the
446 California Mediation and Conciliation Service if one of the State
447 Mediators is not assigned. The mediator shall attempt to assist the parties
448 in resolving the issue(s). If the mediator is unable to resolve the matter(s),
449 the Federation may request that the matter be submitted to LEVEL FOUR
450 of these procedures.
451

452 7.3.7 Level Four - Binding and Advisory Arbitration
453

454 7.3.7.1 If the aggrieved is not satisfied with the disposition at
455 LEVEL TWO or LEVEL THREE, or if no decision has
456 been rendered within ten (10) working days after the
457 LEVEL TWO filing, the grievant may ask the Federation to
458 appeal the grievance (1) within ten (10) working days after
459 the LEVEL TWO decision should have been transmitted or
460 (2) within ten (10) working days of the LEVEL TWO or
461 LEVEL THREE decision. The request to appeal to
462 LEVEL FOUR shall be made to the Federation, with a
463 copy to the Superintendent/designee. The Federation shall
464 have ten (10) working days from the date of the employee's
465 request to the Federation to determine whether to appeal to
466 arbitration. The discretion to appeal to arbitration rests
467 solely with the Federation .
468

469 7.3.7.2. The parties shall attempt to select a mutually acceptable

470 impartial arbitrator. If the signatories hereto are unable to
471 agree upon an arbitrator within ten (10) working days, a
472 request for a list of arbitrators shall be made to the
473 California State Mediation & Conciliation Service by either
474 party, and the parties will then be bound by the C.S.M.C.S.
475 rules in the selection of an impartial arbitrator and the
476 conduct of the arbitration.

477
478 7.3.7.3 The parties shall attempt to mutually agree upon the issue
479 or issues to be submitted to the selected Arbitrator. If the
480 parties cannot agree upon the submission statement, each
481 party may submit its own arbitrator's submission statement,
482 and the Arbitrator shall then determine the issue or issues
483 by referring to the grievance and the answers thereto at
484 each step

485
486 7.3.7.4 The Arbitrator so selected will confer with the
487 representatives of the District and the Federation and will
488 schedule hearings to be held promptly and will issue his/her
489 award not later than thirty (30) calendar days from the date
490 of the close of the hearings, or, if the parties waive a
491 hearing, then from the date the final statements
492 and proofs were submitted to the Arbitrator. The
493 Arbitrator's award will be in writing and will set forth
494 his/her findings of fact, reasoning and conclusions on the
495 issue or issues submitted. The Arbitrator will be without
496 power or authority to add to, subtract from, or to modify
497 the terms of this Agreement or the written policies, rules,
498 and regulations and procedures of an act prohibited by law,
499 or which violates the terms of this Agreement. The award
500 of the Arbitrator shall be binding on all parties to this
501 Agreement.

502
503 7.3.7.4.1 As to issues which involved the alleged violation,
504 misinterpretation, or misapplication of the terms or
505 conditions of Articles 8 or 9 of this Agreement, the
506 award of the Arbitrator shall be advisory.

507
508 7.3.7.4.2 If a grievant alleges that the District has violated
509 multiple contract Articles, one or more of which is
510 an alleged violation, misinterpretation, or
511 misapplication of Article 8 or Article 9, the
512 Arbitrator's decision as to Articles 8 and/or 9 shall
513 be advisory while his or her decision as to any other

514 article shall be binding. The parties agree that the
515 arbitrator must handle all issues during the same
516 arbitration hearing unless the parties stipulate
517 otherwise.

518
519 7.3.7.5 The costs for the services of the Arbitrator, including per
520 diem expenses, if any, and his/her travel and subsistence
521 expenses, and the costs of any hearing room will be borne
522 equally by the District and the Federation. The District
523 shall pay the above arbitration costs if it rejects the
524 Arbitrator's decision. All other costs will be borne by the
525 party incurring them.

526
527 7.3.8 Board's Authority to Modify Decision of Arbitrator

528
529 As to alleged violations, misinterpretations, or misapplications of Articles
530 8 or 9, the Governing Board alone has the sole power to render a final
531 determination of a grievance. The decision of the selected impartial
532 Arbitrator as to the above-referenced articles shall be advisory. The
533 Governing Board, after reviewing the Arbitrator's written decision
534 concerning Articles 8 and 9, may adopt, reject, or modify the Arbitrator's
535 written decision.

536
537 7.3.9 Sole & Exclusive Method

538
539 Grievances alleging violations of this Agreement will be exhausted prior
540 to instituting any proceeding in court.

541
542 7.3.10 Reprisals & Representation

543
544 7.3.10.1 No reprisals of any kind will be taken by the
545 Superintendent or his/her designee or by the Trustees or
546 their representative against any employee of the bargaining
547 unit who exercises his/her rights
548 under this provision.

549
550 7.3.10.2 A unit member may be represented up to mediation by
551 her/himself or any other person of her/his choosing.

552
553 8.0 Public Charges & Special Complaints

554
555 8.1. If parents, students, employees or community members have a complaint against
556 a unit member, the District Superintendent or his or-her designee will request that
557 the complainant communicate directly with the person against whom the

558 complaint is lodged. The District Superintendent or his or her designee will
559 encourage the complainant to try to resolve concerns with the unit member
560 personally.
561

562 8.2 After the District Superintendent or designee has received the verbal complaint
563 against a unit member, he or she shall contact the unit member in person, by
564 phone, or by-mail, or email by the end of the next business day to advise him or
565 her of the nature of the complaint and provide the unit member with all available
566 information that the District has regarding the complaint.
567

568 8.3 If the complaint is not resolved informally, or if the complainant is not willing or
569 elects not to meet with the unit member, the complainant may submit the
570 complaint in writing, signed by the complainant.
571

572 8.4 If the complainant is not willing to meet with the unit member or to put
573 the complaint in writing, the Superintendent or designee shall take no further
574 action unless the District Superintendent or his or her designee concludes that the
575 alleged conduct, if true, may constitute a violation of Education Code sections
576 44932, 44933, 44938, 44949, or 44940.5.
577

578 8.5 If the complaint is reduced to writing, the District Superintendent or his or her
579 designee shall make a prudent effort to provide the unit member with a written
580 copy of the complaint within one school day of receiving the written complaint,
581 but not later than five (5) school days.
582

583 8.6 If the District Superintendent or his or her designee determines that the written
584 complaint will result in a written warning or greater disciplinary action, the
585 District Superintendent or his or her designee shall notify the unit member, in
586 writing, and the matter shall then proceed pursuant to Article 9 of the contract.
587

588 8.7 The unit member has the right to request that he or she be accompanied by a
589 representative to any meeting pursuant to this Article.
590

591 8.8 Once the complaint has been reduced to writing, the District Superintendent or his
592 or her designee shall be responsible for completing an investigation, which shall
593 include an interview with the unit member against whom the complaint has been
594 lodged.
595

596 8.9 The District Superintendent or his or her designee shall exercise due diligence to
597 complete the investigation within ten (10) school days of the District's receipt of
598 the written complaint. If the investigation shall take longer than ten (10) school
599 days, the District Superintendent or his or her designee shall notify the employee
600 and the complainant in writing.
601

- 602 8.10 The District Superintendent or his or her designee shall share a summary of the
603 investigation, including the documentation received from witnesses or
604 complaining party during the investigation, and his or her conclusions concerning
605 the complaint with the unit member at the conclusion of the investigation.
606
- 607 8.11 No unit member shall be disciplined, except for just cause, as outlined in Article 9
608 of this Agreement or in the California Education Code.
609
- 610 8.12 The unit member shall be entitled to file a grievance as provided for in
611 Article 7 of the Agreement.
612
- 613 8.13 The unit member's failure to file a grievance or to respond to the complaint or
614 charge will in no way be construed as an admission that the allegation contained
615 in the charge or complaint is true.
616

617

618 9.0 Disciplinary Action Short of Dismissal
619

- 620 9.1 The terms “disciplinary action” and “discipline” as used in this Article shall
621 mean: a letter of warning, a letter of reprimand, and/or a suspension with or
622 without pay for up to school days¹ for an offense committed by a unit member.
623 The following are not considered disciplinary action pursuant to this Article and
624 as a result are specifically excluded from the provisions and procedures of this
625 Article: oral warning, incident report, or deduction of pay for being absent
626 without leave (AWOL).
627
- 628 9.2 This article is not intended to limit the District’s right to initiate disciplinary
629 action under the California Education Code or the California Government Code,
630 nor shall it limit any rights that a unit member has under law. Discipline under
631 this article shall not be regarded as a precondition to proceedings under the
632 California Education Code or California Government Code.
633
- 634 9.3 Also specifically excluded from the provisions and procedures of this article are
635 actions taken by the District as part of the process of performance observation,
636 review, or evaluation pursuant to the provisions of Article 13 - Evaluation
637 Procedures or to the placement of materials in the unit member’s personnel file
638 pursuant to the provisions of Article 16 - Personnel Files.
639
- 640 9.4 “Disciplinary action” shall be for just cause and shall be administered in
641 accordance with the provisions of this Article. Any “disciplinary action” should

¹ If necessary, the employee may have to serve the suspension at the beginning of the next school year.

642 be reasonably related to the nature of the offense committed by the unit member
643 and should take into account prior discipline imposed on the unit member (if any).

644
645 The term “just cause” shall mean:

646
647 9.4.1 The employee was aware of, or should have been aware of, the lawful
648 rules, orders or expected conduct or performance.

649
650 9.4.2 The employee was given an opportunity to be heard and explain his/her
651 actions prior to the disciplinary action.

652
653 9.4.3 The District’s investigation produced substantial evidence or proof that the
654 employee violated the rule, order, or expected conduct or performance for
655 which he/she is charged.

656
657 9.4.4 The penalty imposed is reasonably related to the seriousness of the
658 offense.

659
660 9.5 No disciplinary action shall be taken for any cause that arose more than two (2)
661 years preceding the date of the notice of the disciplinary action unless the cause
662 was concealed or not disclosed by the unit member when it reasonably could be
663 assumed that the unit member should have disclosed the facts to the District.
664 Further, with regard to a permanent unit member, no disciplinary action shall be
665 taken for any cause that arose prior to the unit member becoming permanent,
666 unless the cause was concealed or not disclosed by the unit member when it
667 reasonably could be assumed the unit member should have disclosed the facts to
668 the District.

669
670 9.6 Procedure for Letters of Warning and Letters of Reprimand:

671
672 9.6.1 In the event an employee receives a letter of warning or a letter of
673 reprimand (for purposes of Section 9.6, a letter of warning and/or a letter
674 of reprimand shall be referred to as a “disciplinary document”), the
675 employee, if he/she disagrees with the disciplinary document, must within
676 ten (10) school² days request, in writing, a meeting with the person who
677 issued the disciplinary document. Within ten (10) school days of the
678 employee’s written request, the Administrator, who issued the disciplinary
679 document, must meet with the employee and a representative of the
680 Federation in an effort to resolve the matter.

681

² If school is not in session, the parties should refer to days the District Office is open for business.

682 9.6.2 The Administrator who held the meeting with the employee as required by
683 Section 9.6.1 shall notify the employee within ten (10) school days
684 following the meeting set forth above of his/her decision concerning the
685 disciplinary document. The Administrator's decision shall be in writing.

686
687 9.6.3 If the employee is not satisfied with the disposition of the matter from the
688 Administrator that issued the disciplinary document, the employee must
689 request, in writing, a meeting with the District Superintendent within ten
690 (10) school days of the date of the supervisor's written decision. Within
691 ten (10) school days of the employee's written request, the District
692 Superintendent or his/her designee must meet with the employee and a
693 representative of the Federation in an effort to resolve the matter.

694
695 9.6.4 The District Superintendent shall notify the employee within ten (10)
696 school days following the meeting set forth above of his/her decision
697 concerning the disciplinary document. The District Superintendent's
698 decision shall be in writing. The District Superintendent's decision is
699 final. The District Superintendent's decision is not grievable.

700
701
702 9.6.5 The unit member shall have ten (10) school days from the issuance of the
703 disciplinary document or the District Superintendent's decision, whichever
704 occurs last, to prepare a response to the disciplinary document. If the unit
705 member prepares a response to the disciplinary document, the unit
706 member's response shall be attached to the disciplinary document when
707 the disciplinary document is placed in the unit member's personnel file.

708
709 9.6.6 No disciplinary document shall be placed in an employee's personnel file
710 until the process set forth herein is completed.

711
712 9.7 Procedure for Recommendation of Suspension Without Pay

713
714 A suspension without pay for up to fifteen (15) school days may be imposed upon
715 a unit member pursuant to the terms of this Article.

716
717 9.7.1 Any matter that could result in the imposition of suspension without pay
718 shall be brought to the attention of the District Superintendent. After the
719 District Superintendent/designee investigates the matter, the District
720 Superintendent shall, if he or she intends to recommend that the unit
721 member be suspended without pay pursuant to this Section, give the unit
722 member a written notice of intended disciplinary action (hereinafter
723 referred to as "Notice").

724
725 9.7.1.1 The Notice shall be personally served upon the unit member or

726 sent to the unit member's last known address by certified mail,
727 return receipt requested.
728
729 9.7.1.2 Where the unit member has utilized the services of a CFT
730 representative during the investigation, the District Superintendent
731 shall also send a copy of the Notice to the CFT representative by
732 first-class mail or by facsimile.
733
734 9.7.1.3 The Notice shall contain a statement of the specific acts and/or
735 omissions upon which the intended disciplinary action is based,
736 and if it is claimed that the unit member has violated a District rule
737 or regulation, the rule or regulation shall be set forth in the notice.
738
739 9.7.1.4 The Notice shall indicate the recommended period of the
740 Suspension without Pay.
741
742 9.7.2 Before the District Superintendent may impose the Suspension without
743 Pay, the District Superintendent or, at his or her sole discretion, a
744 designee, must hold a Skelly Meeting with the unit member or, if
745 requested by the unit member, the unit member and a representative.
746
747
748 9.7.1.2 The District Superintendent or his or her designee shall inform the
749 unit member of the right to be accompanied to the Skelly Meeting
750 by a representative.
751
752 9.7.2 Within ten (10) workdays following the Skelly Meeting, the District
753 Superintendent shall notify the employee of his or her decision regarding
754 the recommended disciplinary action.
755
756 9.7.2.1 If the District Superintendent's decision is to impose a
757 suspension without pay pursuant to this Article, the
758 suspension without pay shall commence on the eleventh
759 (11th) workday following the unit member's receipt of the
760 Notice from the Superintendent as required by Section
761 9.7.2.
762
763 9.7.2.2 During the ten-work day period following receipt of the
764 District Superintendent's decision, the unit member may
765 request an appeal of the District Superintendent's decision
766 by delivering such a request in writing to the District
767 Superintendent's Office within that ten (10) workday
768 period.
769

770 9.7.2.3 If the unit member does not timely deliver a written request
771 for an appeal by the close of the Superintendent's Office on
772 the tenth workday after receipt of the District
773 Superintendent's decision, the unit member will have
774 waived his or right to appeal.
775

776 9.8 Appeal of District Superintendent's Decision to Suspend a Unit Member Without
777 Pay Pursuant to this Article
778

779 9.8.1 If the unit member, in a timely manner, files a request for an appeal, the
780 following procedures shall apply:
781

782 9.8.1.1 The appeal hearing shall be conducted by an arbitrator
783 selected from a list provided by the California State
784 Mediation and Conciliation Office pursuant to the
785 following procedures:
786

787 9.8.1.1.1 Within five (5) workdays of the unit
788 member's request for an appeal, the District
789 Administration shall obtain a list of names
790 of five arbitrators from the California State
791 Mediation and Conciliation Office.
792

793 9.8.1.1.2 The parties shall select an arbitrator via an
794 alternating system of striking names. The
795 winner of the coin flip shall strike the first
796 name.
797

798 9.8.1.2 The arbitrator shall hold a hearing and shall issue written
799 findings of fact and a conclusion regarding the District
800 Superintendent's Suspension Order.
801

802 9.8.1.2.1 The hearing shall be held at the earliest
803 convenient date, taking into consideration
804 the established schedule of the Arbitrator and
805 the availability of counsel and witnesses. The
806 parties shall be notified of the time and place
807 of the hearing. The unit member shall be
808 entitled to appear personally, produce
809 evidence, and have counsel.
810

811 9.8.1.2.2 The procedure entitled "Administrative
812 Adjudication" commencing at Section
813 11500 of the Government Code shall not be

814 applicable to any such hearing before the
815 Arbitrator. The Arbitrator shall be bound by
816 rules or evidence used in California courts.
817 Informality in any such hearing shall not
818 invalidate any order made by the Arbitrator.
819
820 9.8.1.2.3 The pre-hearing discovery procedures set
821 forth in the Administrative Procedure Act
822 shall not apply to this process.
823
824
825 9.8.1.2.4 The Arbitrator may permit, request, or
826 require the parties to submit briefs prior to
827 or following the hearing.
828
829 9.8.1.3 The Arbitrator must uphold, modify, or reject the District
830 Superintendent's decision regarding the unit member's
831 suspension without pay.
832
833 9.8.1.4 The Arbitrator's decision shall be in writing and provided
834 to both parties.
835
836 9.8.1.5 The Arbitrator's decision is binding on both
837 Parties.
838
839 9.8.1.6 Regardless of the Arbitrator's decision, the costs for the
840 services of the Arbitrator, including per diem expenses, if
841 any, and his/her travel and related expenses, and the costs
842 of any hearing room will be borne equally by the District
843 and the Federation.
844
845 9.8.1.7 General Provision. Even when the unit member has timely
846 filed a notice of appeal pursuant to this Section, the District
847 Superintendent may place a unit member on an
848 administrative leave of absence with pay prior to a hearing
849 before the Arbitrator if the District Superintendent
850 determines, in his or her exclusive discretion, that the unit
851 member's presence on campus could disrupt the
852 educational process or place a student, staff, or member of
853 the public at risk.
854
855 9.8.1.8 All information and proceedings regarding any of the above
856 actions or proposed actions shall be kept confidential by all
857 parties to the proceeding. The notification to the unit

858 member and to the unit member's representative as set
859 forth herein shall not be deemed a violation of the terms of
860 this paragraph.

861
862 10. Teaching Hours & Working Conditions

863
864 10.1 All full time members of the bargaining unit working on the main campus shall be
865 assigned appropriate starting and dismissal times; however, their total work day,
866 unless otherwise provided herein, shall be seven and one quarter (7 1/4) hours,
867 including a duty free lunch period, preparation time and a break where so
868 designated.

869
870 Long Barn Continuation High School staff's total work day, unless otherwise
871 agreed, shall be five and three-quarter hours (5 3/4). The 5 3/4 hours does include a
872 duty-free lunch and a preparation period. Students at Long Barn Continuation
873 High School attend a maximum school day of 255 minutes, which does not
874 include the student's lunch or break period.

875
876 Cold Springs High School staff's total work day, unless otherwise agreed, shall be
877 six and three-quarter hours (6 3/4), including a duty free lunch period, preparations
878 time, and a break period scheduled by the members employed at those sites.
879 Students at Cold Springs High School attend a maximum school day of 370
880 minutes, which does not include a student's lunch or break period.

881
882 South Fork High School staff's total work day, unless otherwise agree, shall be
883 six and three-quarter hours (6 3/4), including a duty free lunch period, preparation
884 time, and a break period scheduled by the members employed at those sites.
885 Students at South Fork High School attend a maximum school day of 370
886 minutes, which does not include a student's lunch or break period.

887
888 Mountain High School staff's total work day, unless otherwise agreed, shall be six
889 and three-quarter hours (6 3/4), including a duty free lunch period, preparation
890 time, and a break period scheduled by the members employed at those sites.
891 Students at Mountain High school attend a maximum school day of 370 minutes,
892 which does not include a student's lunch or break period.

893
894 The District may change the start time of any of the above-referenced school sites
895 by ten (10) minutes, as long as the length of the instructional day is not changes,
896 after meeting and conferring with CFT.

897
898 All school schedules must receive Administrative approval before
899 implementation.

900
901 10.2 The annual school year shall consist of 183 workdays with three days set aside for

902 workdays (non-student days) unless one of those is needed to make up for a snow
903 day, and any additional staff development days arranged by the Administration
904 pursuant to Article 10.12.1.
905

906 10.3 The annual school calendar shall be mutually agreed upon by the District and
907 Federation by January 31 of the year preceding that school year. Meetings of the
908 instructional staff, after the end of the school day, required by the District shall
909 not exceed four (4) in any year unless by mutual agreement.
910

911 10.3.1 All certificated classroom instructors shall update student grades in the
912 District's electronic recording keeping system at a minimum of every ten
913 (10) school days after a student is enrolled in the class so that parents/
914 guardians/caregivers can regularly monitor their child's progress and
915 achievement.
916

917 10.4 All bargaining unit employees shall have a duty-free lunch period each school day
918 of not less than thirty (30) minutes which shall be allowed as near noon as is
919 reasonably possible.
920

921 10.5 A full-time unit member will be assigned an appropriate schedule reflecting an
922 instructional assignment to include a preparation period equal in time to the
923 lengthiest instructional period.
924

925 10.6 Each unit member when required to do so, shall counsel, tutor, or otherwise
926 instruct with students, parents and other interested parties subsequent to the close
927 of the student work day and prior to the close of the unit member's work day.
928

929 10.7 Unit members shall not absent themselves from school during the school day
930 unless approved by the Superintendent or his/her designee. The Superintendent or
931 his/her designee must know the immediate whereabouts of each unit member
932 during the school day.
933

934 10.8 Mandated duties are those duties at which certificated supervision is required by
935 law. Mandated duties shall be assigned as equitably as possible by the
936 Superintendent or his/her designee. All other duties shall be purely voluntary.
937

938 10.9 Substitute teachers will be assigned to all schools in an appropriate fashion. For
939 unit members assigned to a necessary small school, the District will assign a
940 substitute after the first day of a colleague's absence unless waived by the non-
941 absent unit member. The District retains the right to assign a substitute on the first
942 day of a certificated unit member's absence. If the non-absent staff member does
943 not request a substitute, no additional compensation will be paid to the staff
944 member who covers both assignments.
945

- 946 10.10 Teaching Conditions
947
948 10.10.1 A serviceable desk and chair of adequate size shall be placed in
949 each classroom for the unit member's use.
950
951 10.10.2 A communication system shall be placed in each classroom so that
952 unit members can communicate with the Superintendent's office
953 from their classroom.
954
955 10.10.3 Any unit member who becomes aware of an alleged safety hazard
956 or what may be a safety hazard within the school building or school
957 premises shall, as soon as reasonably prudent, inform the
958 Superintendent or his/her designee.
959
960 10.10.4 Bargaining unit employees shall not be required to work under
961 conditions which are contrary to law or which endanger their health
962 or safety.
963
964 10.11 Unit Member Safety
965
966 10.11.1 Every unit member shall report known unsafe working conditions to
967 his/her immediate supervisor as soon as reasonable and prudent.
968
969 10.11.2 If upon investigation, the District determines that an unsafe
970 condition exists, the District shall correct the situation as soon as
971 possible.
972
973 10.11.3 If an unsafe condition is not resolved through the unit member's
974 immediate supervisor, the unit member may grieve the condition.
975
976 10.11.4 The District will facilitate actions against students or adults who
977 abuse, assault, or upbraid employees.
978
979 10.12 Staff Development Days
980
981 10.12.1 The District and Federation agree to schedule at least two (2) five
982 (5) hour staff development days per school calendar year in
983 accordance with the terms set forth below.
984
985 10.12.1.1 Each employee shall shall be compensated at
986 the staff development daily pay rate
987 referenced in Appendix B-2 for attending the
988 five (5) hour staff development day.
989
10.12.1.2 Neither sick leave nor personal necessity

990 leave can be used to obtain compensation in the
991 event of a unit member's non-attendance.
992
993 10.12.1.3 If the staff development day extends beyond a five
994 (5) hour block, which shall not include a lunch
995 break, the District shall pay each employee
996 according to the hourly staff development pay rate
997 referenced in Appendix B-2
998
999 10.12.1.4 Staff must attend the full five (5) hour staff
1000 development in order to receive the staff
1001 development pay
1002 10.12.2 The District may schedule additional "targeted staff development activities or
1003 events. Employees for whom the staff development activities or events are
1004 targeted shall be compensated at the staff development rate referenced in
1005 Appendix B-2
1006
1007 10.12.3 All staff development "Buy Back" days are voluntary.
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- 1034
1035 11. Leaves of Absence
1036
1037 11.1 Personal Illness or Injury
1038
1039 11.1.1 Full-time unit members shall be entitled to ten (10) days of sick leave with
1040 full pay each school year for purposes of personal illness or injury. Credit
1041 for leave of absence need not be accrued prior to taking the leave by the
1042 employee and the leave of absence may be taken at any time during the
1043 school year.
1044
1045 11.1.2 Unit members working less than full time shall be entitled, during each
1046 school year of service, to that portion of ten (10) days of sick leave as the
1047 number of hours per week of scheduled duty relates to the number of hours
1048 for a full-time unit member in a comparable position.
1049
1050 11.1.3 Unit members who are required to work more than one hundred and eighty-
1051 three (183) days per academic year (excluding any scheduled staff
1052 development days) shall be credited an additional day of sick leave for
1053 every additional eighteen (18) days or major fraction thereof.
1054
1055 11.1.4 If a unit member does not utilize the full amount of leave as authorized in
1056 section 11.1.1, 11.1.2, or 11.1.3 above in any school year, the amount not
1057 utilized shall be accumulated from year to year.
1058
1059 11.1.5 A unit member must contact his immediate supervisor or school secretary
1060 or other employee responsible for securing substitutes as soon as the need
1061 to be absent is known, but in no event less than one (1) hour prior to the
1062 start of the work day to permit the employer time to secure a substitute
1063 service.
1064
1065 11.1.6 A unit member who is absent shall have deducted from the accumulated
1066 leave corresponding time based on hourly segments.
1067
1068 11.1.7 Each unit member shall be notified of the accumulated leave by no later
1069 than October 15 of each school year.
1070
1071
1072 11.2 Bereavement Leave
1073
1074 11.2.1 All members of the bargaining unit shall be entitled to the following days
1075 of paid bereavement leave upon the death of any member of his/her
1076 immediate family or relative living in his/her household:
1077

1782 than the end of the 15th day of instruction. Regular class size will not exceed 35
1783 students except in an emergency (as in a teacher or sub shortage) or as set forth in
1784 Section 12.4.1 below. Additionally, the District recognizes the importance of
1785 reducing class size in English Language Arts. If the District exceeds the above-
1786 referenced class-size in any classroom after the 15th day of semester one and
1787 semester two, except in the case of an emergency or as set forth in Section
1788 12.4.1, the District Office will notify the President of SFT and the District shall
1789 pay the teacher directly \$10 per instructional day per student for each classroom
1790 which is over the above-referenced class size limit

1791
1792 12.4.1 With respect to traditional large group instruction such as band, chorus,
1793
1794 study hall, drama, P.E., or ASB/Student Leadership class size
1795 limitations shall not apply, but balancing shall be a goal.
1796

1797 13. Evaluation Procedures
1798

1799 13.1 It is the principal objective of the parties to maintain or improve the quality of
1800 education in the District and to record deficient performance and to provide
1801 recommendations for improvement. It is further understood and agreed that this
1802 objective can be more readily achieved by a manifest willingness on the part of
1803 the District to assist all certificated employees, but especially less experienced
1804 employees, in improving their professional skills.
1805

1806 13.2 Evaluation Procedure
1807

1808 13.2.1 Every probationary certificated employee shall be evaluated by the
1809 administration in writing at least twice each school year, no later than the
1810 end of January and 30 days before the last day of school, respectively.
1811

1812 13.2.1.1 The requirement of two evaluations may be waived under
1813 the following conditions:
1814

1815 13.2.1.1.1 When the level of performance of a first year
1816 probationary employee is such that the District
1817 recommends the termination of or the non-
1818 reelection on the first evaluation and said
1819 employment will be affected within sixty (60)
1820 calendar days following the first evaluation or it
1821 becomes necessary to remove that teacher from
1822 his/her assignment prior to the completion of the
1823 second evaluation; or
1824

1825 13.2.1.1.2 When, due to a long-term absence, the employee

- 1826 cannot be evaluated more than once prior to the
1827 appropriate deadline for the evaluation.
1828
- 1829 13.2.1.2 If a classroom unit member is employed after December 1,
1830 only one evaluation will be required by the end of February
1831 of the following semester.
1832
- 1833 13.2.1.3 The final written evaluation and conference for
1834 probationary classroom unit members (other than third year
1835 employees) who are being re-employed shall be completed
1836 by April 30 of each year.
1837
- 1838 13.2.2 Every permanent certificated employee shall be evaluated
1839 by the administration in writing every other year, no later
1840 than 30 days before the last day of school of the year in
1841 which the evaluation takes place.
1842
- 1843 13.2.2.1 A permanent employee may be evaluated
1844 every five years once they have been
1845 employed at least 10 years with the school
1846 district, are highly qualified, as defined in 20
1847 U.S.C. Sec. 7801, and whose previous
1848 evaluation rated the employee as meeting or
1849 exceeding standards, if the evaluator and
1850 certificated employee agree. The
1851 certificated employee or the evaluator may
1852 withdraw consent at any time.
1853
- 1854 13.2.3 No later than the end of the seventh school week of the year in which the
1855 evaluation is to take place, the evaluator and the certificated employee
1856 shall meet and discuss the elements upon which the evaluation is to be
1857 based. This shall include, but not be limited to, the following:
1858
- 1859 13.2.3.1 Expected standards of student progress developed by the
1860 employee and approved by the prime evaluator including
1861 California Teaching Standards: assessing student learning;
1862 and planning instruction and designing learning
1863 experiences for all students.
1864
- 1865 13.2.3.2 Maintenance of pupil control including the California
1866 Teaching Standard: creating and maintaining effective
1867 environments for student learning.
1868
- 1869 13.2.3.3 Maintenance of suitable learning environment: including

- 1870 the California Teaching Standards: engaging and
 1871 supporting all students in learning; and understanding and
 1872 organizing subject matter for student learning.
 1873
- 1874 13.2.3.4 The requirements of any state law pertaining to the duties
 1875 and responsibilities of teachers.
 1876
- 1877 13.2.3.5 Goals and objectives.
 1878
- 1879 13.2.3.6 The California Teaching Standard: developing as a
 1880 professional educator.
 1881
- 1882 13.2.4 Each evaluation shall be based upon at least two observations, lasting 30
 1883 minutes or longer, and shall be followed by a formal evaluation
 1884 conference in which the evaluator and the certificated employee shall
 1885 review the observations and what is to be incorporated into the written
 1886 evaluation. Evaluation and assessment shall be reduced to writing and a
 1887 meeting shall be held between the certificated employee and the evaluator
 1888 to discuss the evaluation not later than 30 days before the last school day
 1889 scheduled on the school calendar adopted by the governing board for the
 1890 school year in which the evaluation takes place. If weaknesses are noted,
 1891 specific recommendations for improvement shall be made in writing.
 1892 When performance is outstanding, commendations shall be included in
 1893 written evaluation.
 1894
- 1895 13.2.4.1 A certificated employee shall have the right to initiate a
 1896 written objection to the official evaluation, which shall
 1897 become a permanent part of his/her personnel file.
 1898
- 1899 13.2.4.2 The evaluation will not be filed until ten (10) days after the
 1900 employee is given notice and the opportunity to review and
 1901 comment thereon.
 1902
- 1903 13.2.5 The evaluation form shall be completed in duplicate.
 1904
- 1905 13.2.6 Any certificated employee who receives a negative evaluation shall, upon
 1906 request by either party, be entitled to a subsequent observation, conference
 1907 and written evaluation. Such entitlement shall continue after each written
 1908 evaluation until the problems cited in evaluation are rectified.
 1909
- 1910 13.2.7 The unit member's evaluator and the unit member shall take affirmative
 1911 steps to correct cited deficiencies. The unit member's evaluator and the
 1912 unit member shall agree on a plan of action which shall list specific
 1913 recommendations for improvement, including direct assistance in

1914 implementing the recommendations, and adequate release time to visit and
1915 observe other similar classes in other schools.

1916
1917 13.2.8 The evaluator shall not base his evaluation of certificated employees on
1918 any information which was not collected through the direct observation of
1919 such employee. Hearsay statements shall be excluded from written
1920 evaluations.

1921
1922 13.2.9 During the course of the evaluation period, mitigating circumstances may
1923 arise which require modification of the evaluation parameters. The
1924 necessity for review of the evaluation criteria shall be determined by the
1925 employee being evaluated and the determination of new evaluation
1926 elements shall be arrived at in accordance with Article 13.2.3 of this
1927 Agreement with the waiver of time limitations. Any modifications to the
1928 evaluation parameters shall be sent in writing to the Federation. No
1929 waiver of time line limitations shall occur without the concurrence of the
1930 Federation.

1931
1932 13.2.10 Non-administrative certificated personnel shall not be required to
1933 participate in the evaluation and/or observation of other non-
1934 administrative certificated personnel.

1935
1936 13.2.11 A certificated unit member who coaches shall be evaluated by certificated
1937 management personnel only with input from the Athletic Director. Any
1938 evaluation the certificated bargaining unit member receives as a coach for
1939 unsatisfactory performance as a coach shall have no bearing on his/her
1940 evaluation as a teacher. Bargaining unit members who coach shall be
1941 observed for at least thirty (30) minutes on at least two (2) separate
1942 occasions prior to the completion of the evaluation instrument. Walk-on
1943 coaches may be evaluated by the Athletic Director.

1944
1945 13.3 Re-employment Recommendations

1946
1947 At the time of the final evaluation each school year, the Superintendent shall
1948 advise the teacher of his/her recommendation regarding continued employment
1949 and shall indicate the recommendation on the evaluation form. If the evaluation is
1950 completed after March 15th, a recommendation relative to re-employment will
1951 not be required.

1952
1953 13.4 Teachers Assigned After Beginning of School Year

1954
1955 An official evaluation will not be required on any teacher assigned to a school or
1956 department after the students' school year has begun until a period of at least
1957 forty-five (45) school days has elapsed.

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13.5 Any evaluation of teacher performance shall not include the use of publishers' norms established as the result of standardized tests.

13.6 Resignations

An official evaluation shall not be required for any teacher whose resignation has been accepted by the Trustees prior to the required evaluation date.

13.7 Special Evaluations

The Superintendent may, at his/her discretion, require no more than two (2) written evaluations during any school calendar year.

14. Salaries Proof of completion of CLAD requirements by August 1, 2024 is required for negotiated pay increases for 2024-2025 school year.

14.1 As per salary schedule-negotiated agreement (Appendix A-3)

14.1.1 Beginning the 2004-2005 school year, the District shall calculate the salary paid to any certificated unit member for an assignment less than the 183 days set forth in Section 10.2 on a per diem basis.

14.2 Due to the increase in technology, new testing procedures, and the need to keep staff up-to-date in their respective fields of study, the Board offers each bargaining unit member an incentive to pursue continuing education in his or her field of study so as to maintain and/or improve his or her qualifications and teaching competencies. Bargaining unit members who complete approved course work shall be assigned to a higher classification when transcripts, grade cards, and/or degrees have been examined and approved by the District. A bargaining unit member may achieve only one (1) reclassification per year. A reclassification is considered an increase in the number of approved units for compensation.

14.2.1 Courses of Continuing education may be taken from any post-secondary accredited institution.

14.2.2 The Unit Member must obtain course approval from the Superintendent or his or her designee before pursuing continuing education if the Unit Member wishes to be assured credit for purposes of reclassification. The Superintendent or his or her designee may approve units in the member's academic or teaching field, as well as courses related to technology or the instruction of high school students. The Superintendent or designee may allow units for unit members seeking credentials outside their academic field or for courses that will enhance teaching strategies and/or add to

- 2002 content knowledge.
- 2003
- 2004 14.2.2.1 A request for course approval must be submitted to the
- 2005 Superintendent or his or her designee at least ten (10)
- 2006 working days prior to the unit member enrolling in the
- 2007 class. Upon mutual agreement between the Superintendent
- 2008 or designee and the unit member, the ten (10) working days
- 2009 prior approval requirement can be waived.
- 2010
- 2011 14.2.3 Unit members with less than seventy-two (72) units, according to the
- 2012 salary schedule, may take as many additional units as are pre-approved by
- 2013 the Superintendent or his or her designee ***up to one-hundred (100) units***
- 2014
- 2015 14.2.4 Once a Unit member has received credit for seventy-two (72) units on the
- 2016 salary schedule he or she may request approval pursuant to Section 14.2.2
- 2017 for an additional six (6) units per school year until he or she receives credit
- 2018 for 90 units on the salary schedule. In order to receive credit for more
- 2019 than 72 units on the salary schedule, the unit member must receive
- 2020 approval for the course work and complete the course work on or after
- 2021 September 1, 2001. Any course work initiated and/or completed prior to
- 2022 this date cannot be used to exceed the 72 maximum units of credit on the
- 2023 salary schedule. The parties have set forth this requirement in order to
- 2024 implement the objectives set forth in Section 14.2.2.
- 2025
- 2026 14.2.5 A unit member can receive credit for up to BA plus one-hundred(100) units
- 2027 on the salary schedule, Once a unit member may earn a maximum of
- 2028 three (3) additional units per school year.
- 2029
- 2030 14.2.6 Five years must elapse before a course may be repeated for unit credit.
- 2031 The Administration may allow a member to repeat a course at any time in
- 2032 order for the member to stay current in course content, technology, or
- 2033 class management.
- 2034
- 2035 14.2.7 Units for advancement are only those units received beyond the date of the
- 2036 Bachelor Degree.
- 2037
- 2038 14.2.8 Travel study shall be done in connection with a post-secondary accredited
- 2039 institution and shall be directly related to the member's academic and
- 2040 teaching assignment.
- 2041
- 2042 14.2.9 In order to receive an increase in continuing education units, unit members
- 2043 shall submit proof of course work by August 31st and arrange to have
- 2044 official transcripts mailed or delivered to the District Office before
- 2045 October 31st of the year in which the increase is to take place. If

2046 transcripts or grade cards indicate that the requesting unit member has
2047 failed to achieve the units or degree, the unit member shall immediately
2048 revert to the former classification and shall restore to the District any and
2049 all overpayments made to the member. These dates shall be adhered to
2050 except by agreement between the District and the member.
2051

2052 14.2.10 If the unit member is taking additional course work at the
2053 recommendation of the Administration, the ten-working day prior
2054 approval requirement set forth in Section 14.2.2.1 will be waived.
2055

2056 14.3 Reclassified pay shall commence effective September 1st of each year.
2057

2058 14.4 A newly hired member shall not receive any more than 72 units of credit at the
2059 time of his or her initial employment by the District.
2060

2061 14.5 Effective October 1, 2010, any individual employed as a temporary certificated
2062 bargaining unit member who has retired from STRS or PERS shall be
2063 compensated in the amount of \$8,000 per section or class for a full year of
2064 service. Any such person employed for less than a full-year of service shall
2065 receive a prorated amount of the \$8,000 per section or class. This section shall
2066 sunset on June 30, 2012, unless the parties mutually agree to extend the
2067 application of this section.
2068

2069 14.5.1 A certificated unit member shall advance on the certificated salary
2070 schedule based upon the completion of, in a paid status, seventy-
2071 five percent (75%) of his or her assigned position during an
2072 individual school year.
2073

2074 14.5.2 A part-time certificated unit member shall advance on the
2075 certificated salary schedule, on a prorated basis, based upon the
2076 completion of, in a paid status, seventy-five percent (75%) of
2077 his or her assigned position during an individual school year.
2078

2079 14.5.3 "Paid Status" includes a unit member's use of his or her paid sick
2080 leave and industrial accident leave (if applicable).
2081

2082 14.5.4 When a unit member has exhausted all of his or her industrial
2083 accident leave (if applicable) and paid sick leave, the employee is
2084 no longer considered in a "paid status" for purposes of Section
2085 14.5. Paid differential leave is excluded from the calculation of
2086 "paid status."
2087

2088 15. Health and Welfare Benefits
2089

- 2090 15.1 Employees and Dependent Insurance Coverage. The District agrees to contribute
 2091 toward a health and benefit package on behalf of each unit member the amount of
 2092 \$8199 annually subject to the rules and regulations set by the District insurance
 2093 providers.
 2094
- 2095 15.1.1 Medical/hospital/surgical/prescription drug coverage for employee and
 2096 dependents subject to provider options(s) and district and/or district and
 2097 employee contributions.
 2098
- 2099 15.1.2 Dental coverage for employee and dependents subject to provider
 2100 option(s) and district and/or district and employee contributions.
 2101
- 2102 15.1.3 Vision coverage for employee and dependents subject to provider
 2103 option(s) and district and/or district and employee contributions.
 2104
- 2105 15.1.4 Orthodontic coverage for employee's children shall be at the 50%/\$1000
 2106 plan.
 2107
- 2108 15.2 In the event of termination of employment by an employee covered hereunder, the
 2109 District shall not be obligated to continue payments for fringe benefits referred to
 2110 Section 1 above beyond that last date of paid service of the employee.
 2111
- 2112 15.2.1 The District will pay prorated benefits for part-time employees.
 2113 Employees receiving District initiated reduction of hours will be provided,
 2114 at District expense, full benefits for the first year of such a reduction and
 2115 prorated benefits each year thereafter for part-time service.
 2116
- 2117 15.2.2 In the event the bargaining unit chooses a benefit package of lesser value
 2118 than \$8199 in subsequent years, the dollar value difference of the two
 2119 plans will be added to the salary ladder.
 2120
- 2121 15.3 Benefits for Retirees Hired as Temporary Certificated Employees
 2122
- 2123 15.3.1 An individual employed as a temporary certificated bargaining unit
 2124 member who has retired from STRS or PERS shall not be entitled to the
 2125 benefits set forth in this Article.
 2126
- 2127 15.3.2 Section 15.3.1 shall not apply to a unit member's vested retirement
 2128 benefits earned pursuant to Article 20 of this agreement.
 2129
- 2130 16. Personnel Files
 2131
- 2132 16.1 Materials in personnel files of unit members that may serve as a basis for
 2133 affecting the status of their employment will be made available for the inspection

2134 of the unit member involved. These materials may be inspected by the unit
2135 member upon request provided that the request is made at a time when the unit
2136 member is not actually required to render services to the District.

2137 16.2 Information of a derogatory nature will be provided to the unit member who will
2138 be given an opportunity to review and comment thereon. The unit member will
2139 have the right to enter, and have attached to any derogatory statement, his/her
2140 own comments thereon. The review of the derogatory information by a unit
2141 member may take place during normal business hours.

2142

2143 17. Vacancies, Involuntary Transfers & Reassignment

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2145 17.1 Vacancies: A unit member desiring a transfer to a vacancy may request one by
2146 following the procedures set forth below.

2147

2148 17.1.1 The District office will maintain a list of current positions which
2149 will be posted for review at the District Office. A copy will be
2150 mailed to each off-campus site.

2151

2152 17.1.2 After the District posts notice of a vacancy, any interested unit
2153 member may submit an application to the District within the time
2154 permitted for all applicants.

2155

2156 17.1.3 The District will select the person or employee whom it determines
2157 best meets the need of the District.

2158

2159 17.2 Involuntary Transfers

2160

2161 17.2.1 Reasons for involuntary transfers shall include, but not be limited to, the
2162 following:

2163

2164 17.2.1.1 Reduction of a particular program.

2165

2166 17.2.1.2 Cancellation of a particular program.

2167

2168 17.2.1.3 Opportunity to evaluate a unit member in a different
2169 school, assignment or grade level.

2170

2171 17.2.1.4 Recommendation on a final evaluation pursuant to Article
2172 13.

2173

2174 17.2.2 Involuntary transfers shall be initiated by the Superintendent or Principal.
2175 An involuntary transfer may preempt the provisions of Section 17.1. In
2176 the event of an involuntary transfer pursuant to Sections 17.2.1.3 or
2177 17.2.1.4, the provisions of Section 17.1 shall apply to the vacancy left by

2178 the involuntary transfer.
2179
2180 17.2.3 A unit member shall be given a copy of the administrative request to
2181 transfer and shall be granted a conference with the person(s) requesting
2182 the transfer.
2183
2184 17.2.4 A unit member shall not be assigned or transferred outside the scope of
2185 his/her major or minor subject areas or competency within a credential
2186 authorization without consultation or mutual approval.
2187
2188 17.2.5 Involuntary transfers shall not be made with regard to age, race, creed,
2189 religion, sex, national origin, or marital status.
2190
2191 17.2.6 There shall be no reduction in basic teaching assignments without mutual
2192 agreement of all parties involved except in cases of staff reduction.
2193
2194 17.2.7 A member involuntarily transferred shall not be required, unless otherwise
2195 provided herein, to work beyond the workday of the majority of the
2196 members assigned to the Summerville High School campus.
2197
2198 17.3 Involuntary Transfer Appeal
2199
2200 17.3.1 A unit member transferred because of sections 17.2.1.1 or 17.2.1.2 above
2201 shall be given first consideration to a position for which he/she is
2202 credentialed and qualified as positions become available.
2203
2204 17.3.2 If a unit member objects to a transfer, she or he may request a meeting
2205 with the appropriate District administrator and the Superintendent. The
2206 unit member may invite a representative of the Federation to be present at
2207 such meeting. The decision of the Superintendent is final.
2208
2209 17.3.3 If a unit member's assignment is changed during the summer months, the
2210 District will immediately send written notification of such change to the
2211 employee's last known address.
2212
2213 17.4 Split Assignments
2214
2215 17.4.1 Split assignments may be implemented according to 17.2.1.1 or 17.2.1.2
2216 of this Article, but in no case shall an assignment be made to more than
2217 two (2) sites as a part of the regular work day.
2218
2219 17.4.2 A unit member on a split assignment shall be afforded ample travel time.
2220
2221 17.4.3 The total assignment between the two campuses shall not exceed that of

2222 the normal work day.

2223

2224 18. Peer Assistance and Review Purpose:-*Enforcement Suspended*

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2226 18.1 The Peer Assistance and Review Program (from here on referred to as PAR) is a
2227 cooperative effort by the Summerville Union High School District (from here on
2228 referred to as “District”) and the Summerville Federation of Teachers (from here
2229 on referred to as the “Federation”).

2230

2231 18.1.1 The PAR program is to provide professional assistance and continuous
2232 staff development to teachers in need of development in subject matter
2233 knowledge or teaching strategies to improve student performance.

2234

2235 18.1.2 The program shall establish a feedback mechanism that allows exemplary
2236 teachers to assist new and/or veteran teachers in need of development in
2237 subject matter knowledge or teaching strategies, or both.

2238

2239 18.1.3 The program will focus on a teacher’s classroom performance as it relates
2240 to his or her ability to engage students in learning, to create an effective
2241 environment, to organize subject matter, to plan instruction, to assess
2242 learning, and to develop as a professional.

2243

2244 18.2 Definitions:

2245

2246 18.2.1 Consulting Teacher: A teacher who is assigned to assist the Participant.

2247

2248 18.2.2 Participant: A teacher that has been referred to and accepted into PAR.

2249

2250 18.2.3 Subject Area Specialist: A teacher who specializes in a specific subject
2251 area.

2252

2253 18.2.4 PAR Panel: Four teachers and one administrator charged with oversight of
2254 the PAR program.

2255

2256 18.3 Goal: The guiding principle of the PAR program will be the improvement of the
2257 performance of the Participant in order to provide better instruction for students.
2258 The PAR program will:

2259

2260 18.3.1 Promote collaboration among Consulting Teachers and administrators.

2261

2262 18.3.2 Utilize instructional expertise from Consulting Teachers.

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2264 18.3.3 Enhance and improve classroom instruction to maximize students
2265 performance.

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- 18.3.4 Establish a system of peer assistance and modeling by the consulting teacher.
 - 18.3.5 Provide a Consulting Teacher to Participants who have received unsatisfactory evaluations in the summary.
 - 18.3.6 Provide a Consulting Teacher to assist certificated personnel new to the District who are not eligible for the Beginning Teacher Support and Assessment (BTSA) program.
 - 18.3.7 Provide a Consulting Teacher to teachers new to the District
 - 18.3.8 Provide a Consulting Teacher to teachers requesting assistance.
 - 18.3.9 Design an appropriate reporting process and time line for certificated staff in the program.
 - 18.4 Panel Selection: The peer panel (herein referred to as “Panel”) shall consist of four certificated teachers and one administrator.
 - 18.4.1 Teachers seeking a position on the Panel will submit a letter of interest to the faculty association.
 - 18.4.2 The certificated members of the Panel shall be selected by majority vote of the certificated membership.
 - 18.4.3 Certificated Panel members shall not be considered management under the Educational Employment Relations Act (EERA).
 - 18.4.4 The administrative representative to the Panel shall be appointed by the superintendent and approved by the Board.
 - 18.5 Panel Responsibilities:
 - 18.5.1 To assess recommendations from the administration for teacher participation in the program whose performance is deemed unsatisfactory.
 - 18.5.2 To recommend teachers to participate in the program who volunteer for assistance.
 - 18.5.3 To evaluate the impact of the PAR program in order to improve the program.

- 2310 18.5.4 To submit recommendations to the Federation and the Board for
 2311 improvement or changes in the program.
 2312
- 2313 18.5.5 To conduct classroom observation of potential Consulting Teachers as
 2314 needed.
 2315
- 2316 18.5.6 To attend scheduled Panel meetings.
 2317
- 2318 18.5.7 To establish a time line of objectives and activities to be performed by the
 2319 Consulting Teacher.
 2320
- 2321 18.5.8 To meet at least four (4) times annually to review the work of the
 2322 Consulting Teachers and their caseloads.
 2323
- 2324 18.5.9 To select a chairperson for a one year term.
 2325
- 2326 18.5.10 To select the Consulting Teacher after a needs assessment of Participant.
 2327
- 2328 18.5.11 To assign a Consulting Teacher to a Participant.
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- 2330 18.5.12 To recommend appropriate Consulting Teacher training.
 2331
- 2332 18.5.13 To advise the Consulting Teacher of the procedure to be followed.
 2333
- 2334 18.5.14 To terminate a Consulting Teacher whose performance does not meet the
 2335 expectation of the program.
 2336
- 2337 18.5.15 To review the final report of the Consulting Teacher related to the
 2338 assistance plan and, if deemed necessary, seek clarification by interview
 2339 with the Consulting Teacher.
 2340
- 2341 18.5.16 To allocate Consulting Teacher stipend based on State funding.
 2342
- 2343 18.5.17 To prepare a recommendation to the Superintendent related to the
 2344 Participant's assistance plan.
 2345
- 2346 18.6 Participant Selection Criteria:
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- 2348 18.6.1 Teacher who has been identified as performing in an unsatisfactory
 2349 manner and is assigned for assistance.
 2350
- 2351 18.6.2 First year teacher.
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- 2353 18.6.3 Teacher new to the District.

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- 18.6.4 Volunteer participant
 - 18.6.4.1 A teacher who volunteers based upon administrative recommendation.
 - 18.6.4.2 A teacher who volunteers to participate in the program.
 - 18.7 Participant Selection Procedure:
 - 18.7.1 All applicants will be referred to the PAR program by the Administration. Volunteer applicants will submit a letter of interest to the Administration.
 - 18.7.2 Each referral shall be reviewed by the Panel to determine whether acceptance into the program is appropriate.
 - 18.7.3 The teacher shall have the opportunity to make a presentation to the Panel.
 - 18.7.4 If the Panel rejects the referral, it shall provide the District with the reasons in writing for the rejection.
 - 18.7.5 The Participant will be given guidelines and time lines describing remediation procedures.
 - 18.7.6 The Consulting Teacher will develop a plan that will provide sufficient staff development or correct any of the areas where performance is unsatisfactory.
 - 18.7.7 This process will be completed between March 15 and the end of the school year when the unsatisfactory evaluation was issued. Upon mutual consent of the Panel and the Participant, the time line may be extended up to one (1) month or twenty (20) teaching days.
 - 18.8 Consulting Teacher Qualifications:
 - 18.8.1 Experience:
 - 18.8.1.1 Permanent or retired employee of the District.
 - 18.8.1.2 Recent classroom experience of at least five years in the District teaching subject area of major.
 - 18.8.1.3 Extensive teaching experience.

- 2398 18.8.2 Abilities and Skills:
- 2399
- 2400 18.8.2.1 A range of teaching strategies and methods
- 2401
- 2402 18.8.2.2 An understanding of how to meet the need of pupils in
- 2403 different contexts.
- 2404
- 2405 18.8.2.3 Effective classroom management strategies.
- 2406
- 2407 18.8.2.4 Counseling and coaching strategies.
- 2408
- 2409 18.8.2.5 Familiarity with specific curricular areas of participant.
- 2410
- 2411 18.8.2.6 Effective and tactful communication strategies.
- 2412
- 2413 18.8.3 Other training may include:
- 2414
- 2415 18.8.3.1 Observation procedures and program evaluation.
- 2416
- 2417 18.8.3.2 Peer counseling.
- 2418
- 2419 18.8.3.3 Curriculum design.
- 2420
- 2421 18.9 Consulting Teacher Selection Procedure: Each certificated teacher who applies
- 2422 for the position of Consulting Teacher will:
- 2423
- 2424 18.9.1 Submit an application to be reviewed by the Panel.
- 2425
- 2426 18.9.2 Authorize the review of previous performance evaluations of the applicant
- 2427 by the Panel.
- 2428
- 2429 18.9.3 Be observed in the classroom by a member of the Panel.
- 2430
- 2431 18.9.4 Interview with the Panel.
- 2432
- 2433 18.9.5 Be selected by a majority vote of four out of five Panel members.
- 2434
- 2435 18.10 Service of a Consulting Teacher:
- 2436
- 2437 18.10.1 One (1) or two (2) years depending on the needs of the participant.
- 2438
- 2439 18.10.2 A Consulting Teacher may reapply for a new term.
- 2440
- 2441 18.11 Duties and Responsibilities of Consulting Teacher: Once a Participant has been

2442 selected by the Panel to participate in the PAR program, all recommendations for
 2443 conferences and staff development activities shall be the sole responsibility of the
 2444 Consulting Teacher. The Consulting Teacher shall give guidelines and time lines
 2445 describing the remediation procedure. By the end of the grading period, the
 2446 Consulting teacher will develop a plan that will provide sufficient staff
 2447 development to correct any of the areas where performance is unsatisfactory.
 2448 There shall be frequent conversations, scheduled and non-scheduled, between the
 2449 Consulting Teacher and the Site Administrator regarding the Participant. Each
 2450 Consulting Teacher will:

2451

2452 18.11.1 Assist in writing clear performance goals with the Participant,
 2453 consistent with the California curriculum and teaching standards.
 2454

2455 18.11.2 Recommend, in writing, appropriate staff development time line of
 2456 activities to improve the skills and knowledge of each Participant.
 2457

2458 18.11.3 Provide assistance that may include developing, providing or
 2459 arranging for classroom material, reviewing curriculum, suggesting
 2460 and discussing teaching and classroom arrangement techniques,
 2461 record keeping requirements, demonstrating teaching techniques,
 2462 arranging for observations of other teachers, and planning
 2463 instruction.
 2464

2465 18.11.4 Conduct observations of each Participant at least once a month.
 2466

2467 18.11.5 Within five days of observation, provide a written review to each
 2468 Participant.
 2469

2470 18.11.6 Provide a summary documenting areas of growth or areas of
 2471 needed improvement.
 2472

2473 18.11.7 Maintain schedule of activities.
 2474

2475 18.11.8 Send copies of observation reports to the site administration and
 2476 the Panel.
 2477

2478 18.11.9 Maintain a log for each Participant showing dates and time of
 2479 contacts, including a summary of conversations, observations, and
 2480 other forms of assistance provided.
 2481

2482 18.11.10 Inform the Panel of Participants who are not making satisfactory
 2483 progress and revise the assistance plan.
 2484

2485 18.11.11 Prepare a final report to address issues in the improvement plan,

2486 staff development activities, and the level of achievement made by
2487 the Participant.
2488

2489 18.12 Compensation for Consulting Teachers and Panel Members:
2490

2491 18.12.1 Current salary placement.
2492

2493 18.12.2 Yearly allocation of each Consulting Teacher based on the State
2494 allocation.
2495

2496 18.12.2.1 A PAR consultant working with a first year teacher
2497 receiving BTSA support or a teacher who is new to the
2498 District (not a beginning teacher) shall receive fifty percent
2499 (50%) of the stipend assigned to the Consultant of a
2500 voluntary or mandated participant per semester. [For
2501 example, during the 2006-2007 school year, a PAR
2502 consultant who works with a voluntary or mandated
2503 participant shall receive \$1200 per semester. A PAR
2504 consultant who works with a first year teacher or a teacher
2505 new to the District will receive \$600 per semester.] At the
2506 discretion of the PAR committee, a PAR consulting teacher
2507 may be assigned to one (1) or two (2) semesters. The
2508 consulting teacher shall be paid relative to the one or two
2509 semester term of service.
2510

2511 18.12.3 Each Consultant Teacher shall have a caseload not to exceed two
2512 Participants. Each mandated Participant shall be part of the
2513 program for at least one year. The PAR Panel shall decide the
2514 length of time for other non-mandated participants (including first
2515 year teachers and teachers new to the District), which shall be at
2516 least one semester.
2517

2518 18.12.4 \$1,250 to be used at the Consulting Teacher's discretion for
2519 support and assistance of each Participant, i.e., supplies,
2520 conferences, release time or Subject Area Specialist but not for
2521 compensation of the Consulting Teacher.
2522

2523 18.12.5 \$500 compensation per Panel member with reduction for non
2524 attendance proportionate to number of meetings missed.
2525

2526 18.12.6 \$940 discretionary for Panel expense.
2527

2528 18.13 Subject Area Specialist: At the request of the participating teacher, a Subject Area
2529 Specialist may be assigned to assist the participating teacher.

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- 18.13.1 The Federation and the District understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Teacher maintains primary responsibility for the Individual Improvement Plan, but may function more as a case carrier who assures the availability of appropriate resources and services.
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- 18.13.2 The Consulting Teacher shall select Subject Area Specialist with approval of the Panel. A Subject Area Specialist is a Consulting Teacher that can be placed on assignment as the need arises. The selected Subject Area Specialists will continue in their current status until their services are needed. Their assignment will be determined annually. The Subject Area Specialist will provide direct support for the participating teacher and recommend appropriate staff development activities. The participating teacher will be introduced to other services available such as curriculum specialist, psychologist, speech therapist, and other support personnel to assist in the improvement of instruction.
- 2552 18.14 Panel Reporting Procedures:
- 2553
- 2554 18.14.1 At the quarterly meeting the Consulting Teacher shall provide an oral report and all written documentation to the Panel regarding progress of each Participant.
- 2555
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- 2558 18.14.2 The participating teacher may be present for the presentation and will be given the opportunity to respond to the progress report.
- 2559
2560
- 2561 18.14.3 The participating teacher may not be present during the deliberation of the Panel, which is confidential. The Panel may request additional follow-up information from the Principal, Consulting Teacher, or the participating teacher.
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- 2566 18.15 Conflict of Interest Clause: In the event that one of the Panel members is the Administrator who has deemed that a participating teacher's performance is unsatisfactory, he or she shall abstain from voting during consideration and review of that participating teacher's case.
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- 2571 18.16 Additional Provisions:
- 2572
- 2573 18.16.1 If expenditures for the PAR program exceed funds made available

- 2574 through passage of ABIX, (Villaraigosa or successor legislation)
2575 the District and Federation shall meet and negotiate additional
2576 funds.
2577
- 2578 18.16.2 At the conclusion of each year that the program is in effect, if
2579 revenue exceeds expenditures, the District and the Federation shall
2580 meet to determine the allocation of the surplus in a manner that
2581 facilitates the purposes of the PAR program and the staff
2582 development activities of the District.
2583
- 2584 18.16.3 It is understood and agreed that this program may terminate if for
2585 any reason there exists an inability for full funding thereof through
2586 AB IX (Villaraigosa or successor legislation).
2587
- 2588 18.16.4 Nothing herein shall preclude the Superintendent and/or Board
2589 members from examining information which they are entitled to by
2590 law for review in connection with the report of the program review
2591 process.
2592
- 2593 18.16.5 Nothing herein shall modify or in any manner affect the rights of
2594 the Governing Board/District under provisions of the Education
2595 Code relating to the employment, classification, retention, or non'
2596 re-election of certificated employees.
2597
- 2598 18.16.6 Nothing herein shall modify or affect the District's right to issue
2599 notices of unsatisfactory performance and or unprofessional
2600 conduct pursuant to Education Code Section 44938.
2601
- 2602 18.17 Participant Due Process Rights
2603
- 2604 18.17.1 The Participant shall be entitled to review all reports generated by
2605 the Consulting Teacher and Principal prior to their submission to
2606 the Panel, and have his or her comments attached. The Consulting
2607 Teacher shall provide the Participant with copies of such reports at
2608 least five (5) working days prior to the meeting of the Panel at
2609 which the reports will be considered.
2610
- 2611 18.17.2 Participants who volunteered or were new to the District may
2612 choose to have their final review placed in their personnel file.
2613 Participants assigned to assistance will have their review placed in
2614 their personnel file.
2615
- 2616 18.17.3 The Participant shall have the right, if a member of the Federation,
2617 to be represented by the Federation in any meetings of the Panel to

- 2618 which he/she is called and shall be given a reasonable opportunity
2619 to present his/her point of view concerning any report being made.
2620
- 2621 18.17.4 The decision to refer a Participant for intervention through this
2622 program shall not be subject to the grievance process, nor shall a
2623 decision to remove a Participant from the program be grievable.
2624
- 2625 18.17.5 The Participant shall have the right to timely reports of progress
2626 being made.
2627
- 2628 18.17.6 The Participant shall have the right to present in writing to the
2629 Panel why a specific Consulting Teacher should be replaced and
2630 another Consulting Teacher substituted and have those reasons be
2631 considered by the Panel.
- 2632 18.17.7 A Participant shall not have multiple evaluators or Consulting
2633 Teachers.
2634
- 2635 18.17.8 The PAR program in no manner diminishes the legal rights of
2636 bargaining unit members of the District.
2637
- 2638 18.17.9 A Participant shall not have access to the grievance process to
2639 challenge the contents of reports, review, or decisions of the
2640 Consulting Teacher, principal or Panel, but may file responses that
2641 become part of the official record of the intervention.
2642
- 2643 18.18 Consulting Teacher Due Process: Consulting Teachers shall be held harmless and
2644 are protected from legal liability in the execution of their assigned duties. The
2645 District shall provide legal defense, if necessary, at no expense to the Consulting
2646 Teacher. Consulting Teachers shall not be considered management under the
2647 EERA
2648
- 2649 18.19 Program Phase-in: The successful implementation of the program required
2650 adoption of a standards-based evaluation system. The District and the Federation
2651 developed such a system during the second semester of 1999-2000 school year for
2652 implementation for the 2000-2001 school year. The evaluation system is based
2653 on the California Standards for the teaching Profession (CSTP). The initial PAR
2654 Panel was selected prior to June 30, 2000.
2655
2656
- 2657 19. Expense Reimbursement
2658
- 2659 19.1 Unit members will be reimbursed for approved job-related expenses. Prior
2660 approval by the Superintendent/designee(s) is required for reimbursement.
2661

- 2662 19.2 Unit members approved to travel may use a District vehicle if one is available.
2663 District vehicles are to be used for school business only and may only be driven
2664 by drivers approved by the District. Unit members must possess a valid
2665 California driver's license to operate a District vehicle.
2666
- 2667 19.3 If a District vehicle is not used, a unit member may use a private vehicle provided
2668 it is in safe operating condition. Mileage expenses will be reimbursed at the IRS
2669 allowable rate until the amount set aside for mileage is exhausted from the budget.
2670 No reimbursement will be made for mileage to and from the unit member's
2671 residence and work site.
2672

2673 20. Early Retirement
2674

2675 The Board of Education wishes to provide an early retirement incentive program to
2676 certificated employees who wish to retire early. The program will be in effect until June
2677 30 of the current contract year. Vesting occurs only when a certificated employee meets
2678 the eligibility requirements set forth below.
2679

2680 The provisions of this program are as follows:
2681

2682 20.1 Eligibility
2683

2684 20.1.1 Certificated employees who (1) are eligible to retire under the State
2685 Teachers Retirement System, (2) who have served at least ten (10) years
2686 of continuous service in this District, and have reached the age of 55 are
2687 eligible for the Early Retirement Benefit.
2688

2689 20.1.2 Part-time employees will receive a percentage of any benefit package
2690 equal to the average of their full-time equivalency over the last ten (10)
2691 years of service.
2692

2693 20.1.3 Retirees who have already received five (5) years of medical benefits, but
2694 are still under the age of 65, may continue the medical benefits at their
2695 own expense until they reach age 65.
2696

2697 20.1.4 A certificated employee not eligible to retire under the State Teacher
2698 Retirement System, but who has 25 years in this district may participate in
2699 the early retirement benefit program without retiring through STRS.
2700 Section 20.1.4 shall not apply to any unit member who is first employed
2701 after July 1, 2018. (Article 20.1 revised 9/6/2019)
2702

2703 20.1.5 Except as provided in Section 20.1.4, an eligible unit member must retire
2704 as an active member of STRS within 60 calendar days of the effective date
2705 of his or her resignation in order to receive the retirement benefits set forth

2706 in Section 20.1.3. (Article 20.1.5 added 9/6/2019)

2707

2708 20.2 Benefits

2709

2710 20.2.1 Health Benefits for Retirees and Dependents

2711

2712 20.2.1.1 The District will contribute, up to the benefit cap, the full
2713 cost of health insurance for the employee and dependents in
2714 effect at the time of the employee's retirement for a period
2715 of five years or until the participant reaches age 65,
2716 whichever comes first. The District's share of health
2717 benefits for part-time employees will be on the same pro-
2718 rata basis as in the last year of employment.

2719

2720 20.2.1.2 If the annual cost of the option chosen by the retiree
2721 exceeds the medical benefit cap the retiree can make
2722 supplemental payments to the District on a monthly basis.

2723

2724 20.2.1.3 Participants may continue the health insurance benefits at
2725 their expense after the contract period until they (or their
2726 spouse) reaches age 65.

2727

2728 20.2.2 In Lieu Payments - The retiree may select the option of in lieu payments
2729 for medical benefits up to five years or age 65.

2730

20.3 Requirements

Employees must submit a letter of resignation to the Superintendent prior to
March 1 of the current school year.

20.4 Application to Heirs

The Parties agree that any annuity payments will be passed on to the Estate of the
unit member; or, if no Estate, to the unit member's closest heir.

20.5 Loss of Medical Benefits

The District will have no responsibility to continue providing for a retiree's
medical benefits if the retiree fails to make his/her monthly premium payments.

20.6 Nothing in this Article or Section shall prohibit the District and the CFT from
negotiating additional early retirement incentives for certificated unit members.

21. Miscellaneous Provisions

- 21.1 Any individual contract between the District and an individual employee of the bargaining unit shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language that is inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- 21.2 This Agreement shall constitute the full and complete commitment between the parties hereto and shall supersede and cancel any and all previous agreement both written and oral. This Agreement will not be altered, changed, added to, deleted from or modified unless mutual consent of the parties is obtained in writing and made a signed amendment to this Agreement.
- 21.3 The provisions of this Agreement shall not be misinterpreted or misapplied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application.
- 21.4 All instructional assignments will be made by the administration. Every attempt will be made to recognize years of service to the District when making such assignments. This is inclusive of the assignments of content area, preparation periods, summer school and eighth period.

22. Statutory Changes

Mandated improvements or reduction in unit member benefits, which are brought about by an amendment to or a statutory change in California or Federal law shall be incorporated into this Agreement.

23. Savings Clause

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

24. Concerted Activities

- 24.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, concerted action or other interference with the operations of the District by the Federation or by its officers, agents, or members during the term of this Agreement or during any agreed upon extension thereof.
- 24.2 The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing

all unit members to do so. In the event of a strike, work stoppage, slowdown, or other concerted action, the Federation agrees, in good faith, to take all necessary steps to encourage those unit members to cease such action.

24.3 During the term of this Agreement or any agreed upon extension thereof, the District agrees that it will not lock out unit members, or refuse to submit disputes to advisory arbitration pursuant to the grievance procedure.

25. Open Negotiations

Each party may annually open negotiations on additional articles other than salary and health benefits. Additional articles may be opened or introduced by mutual agreement of the parties or as the result of new legislation. Beginning the 2015-2016 school year, negotiations will be limited to four articles per side in addition to salary and benefits.

25.1 During the term of any agreement, either party may negotiate salary, benefits, and two other articles. The parties may also open any other articles upon mutual agreement.

26. Duration

26.1 The Parties enter into a successor Agreement which is effective from July 1, 2018, through and including June 30, 2021, and shall contain all language from the CBA which expired on June 30, 2018, unless modified herein.

This Agreement shall conclude negotiations for the 2018-2019 school year on all issues.

Except as provided for in Sections 8.1 and 8.2, the Parties shall commence negotiations for the 2021-2022 school year no later than January 1, 2021.

Signed and entered into this 6th day of September, 2019.

Randy Richter
Board President
Summerville Union High School District

Tom Dibble, President
Summerville Teachers
Federation, Local 6007,
CFT/AFT, AFL-CIO