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6 **2023-2024**

7
8 COLLECTIVE BARGAINING AGREEMENT

9
10 BETWEEN

11
12 SUMMERVILLE UNION HIGH SCHOOL DISTRICT

13
14 AND

15
16 SUMMERVILLE FEDERATION OF TEACHERS

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18 LOCAL 6007, CFT/AFT, AFL-CIO
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79
80 1. Agreement
81

82 1.1 The Articles and provisions contained herein constitute a bilateral and binding
83 agreement (“Agreement”) by and between the Governing Board of the
84 Summerville Union High School District (“Board”) and the Summerville
85 Federation of Teachers, Local 6007, CFT/AFT, AFL-CIO (“Federation”), an
86 employee organization.
87

88 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of
89 the Government Code (“Act”).
90

91 1.3 This agreement shall remain in full force and effect from July 1, 2018 until June
92 30, 2021.
93

94 2. Recognition
95

96 The Governing Board recognize the Federation as the sole and exclusive bargaining
97 representative of all certificated employees, including vocational, intern, temporary, part-
98 time and summer school teachers, but excluding substitute teachers, management,
99 supervisory and confidential employees as defined in the Act, for the purpose of meeting,
100 negotiating and the processing of grievances.
101

102 3. Non-Discrimination
103

104 The Trustees shall not discriminate against any employee of the bargaining unit on the
105 basis of race, religion, color, creed, age, sex, national origin, political affiliation,
106 domicile, marital status, sexual orientation, physical handicap, membership or non-
107 membership in the Federation, or participation by any employee of the bargaining unit in
108 the lawful activities of the Federation.
109

110 4. Negotiation Procedures
111

112 4.1 Not earlier than the first week of the school year in which this Agreement expires,
113 and after the public is allowed input as required by the Act, the District and
114 Federation agree to meet and negotiate by May 15 and as often as is necessary in
115 order to negotiate, reach agreement, and reduce to writing the various issues
116 contained within the scope of negotiations as defined in the Act.
117

- 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

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

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

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

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

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

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

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

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

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

5. Federation Rights

- 206
- 207 5.1 The District authorizes the Federation to use the school facilities at times other
- 208 than normal working hours of student instruction as long as the Federation
- 209 submits the appropriate Civic Center Act form to the Superintendent or his/her
- 210 designee. In emergencies, the Superintendent or his/her designee may authorize
- 211 the Federation to use the District facilities during normal working hours as long as
- 212 the Federation declares in writing that the use of such facilities does not interfere
- 213 with the instructional day. Arrangements shall be made for the use of school
- 214 facilities through the Superintendent or his/her designee.
- 215
- 216 5.2 The Superintendent or his/her designee shall grant the Federation use of school
- 217 equipment as long as such use is in accordance with the procedures provided for
- 218 in the Civic Center Act and as long as the use of such equipment or facilities does
- 219 not interfere with the normal student instruction or work production of the
- 220 District. The Federation shall pay for all and any costs incurred by the District
- 221 incidental to such use of the equipment by the Federation.
- 222
- 223 5.3 The Federation agrees to leave facilities, buildings and/or equipment used in a
- 224 clean and orderly condition.
- 225
- 226 5.4 Spaces on bulletin boards, which shall be provided for in school buildings
- 227 frequented by unit members, will be reserved for the exclusive use of the
- 228 Federation for posting material dealing with Federation business. The Federation
- 229 will be solely responsible for such material and for its prompt removal upon its
- 230 becoming out of date.
- 231
- 232 5.5 The Federation shall have use of unit member school mailboxes for the purpose of
- 233 distributing Federation material.
- 234
- 235 5.6 The District shall provide the Federation President with three (3) days of leave
- 236 and two other bargaining unit members designated by CFT with two (2) days of
- 237 leave each (total of seven (7) days of leave each school year for the bargaining
- 238 unit) school year to carry out bargaining agent responsibilities on the condition
- 239 that CFT reimburses the District for the actual cost of the substitute employed to
- 240 replace the bargaining unit member on leave. At least five (5) working days
- 241 notice in advance of the use of such time shall be made to the
- 242 Superintendent/designee. The time requirement may be waived at the discretion
- 243 of the District. The Superintendent has the right to deny such request if the
- 244 instructor's absence would cause a disruption to the District's educational
- 245 program. The granting of such requests, however, shall not be unreasonably
- 246 withheld.
- 247
- 248 5.7 Dues Deduction
- 249

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

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

7. Grievance & Arbitration

7.1 Definitions

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

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

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

7.2 Purpose

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

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

7.3 Procedure

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

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

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

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

7.3.6 Level Three -- Grievance Mediation

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

7.3.7 Level Four - Binding and Advisory Arbitration

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

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

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

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

7.3.8 Board's Authority to Modify Decision of Arbitrator

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

7.3.9 Sole & Exclusive Method

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

7.3.10 Reprisals & Representation

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

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

8.0 Public Charges & Special Complaints

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

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

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

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

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

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

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

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

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

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

- 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 9.8.1.2.4 The Arbitrator may permit, request, or
825 require the parties to submit briefs prior to
826 or following the hearing.
827

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

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

10. Teaching Hours & Working Conditions

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

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

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

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

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

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

All school schedules must receive Administrative approval before implementation.

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

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

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

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

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

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

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

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

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

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

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
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1037 11.1 Personal Illness or Injury
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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

- 11.2.1.1 Three days if the travel distance is less than 300 miles
 - 11.2.1.2 Four days if the travel distance is between 300 and 399 miles, or
 - 11.2.1.3 Five days if travel exceeds 400 miles.
- 11.3 Jury Duty Leave
 - 11.3.1 A unit member who serves on jury duty will be granted paid leave of absence. The employee will be reimbursed for the difference between jury duty pay and his/her salary for the days served. When the unit member is excused from jury duty for a half day or more, he/she must notify the Superintendent's office immediately for a suitable assignment. Reimbursement will be granted after submitted official proof of the number of days served to the Superintendent's office.
 - 11.3.2 Unit members, when summoned to jury duty, should respond to such summons as directed. Unit members should request to be excused from jury duty, or to serve their jury duty at a time other than during the school year. When extenuating circumstances create a hardship for the District, the District may recommend that the unit member seek a deferment. Letters to support such request may be obtained from the Superintendent's Office.
- 11.4 Industrial Illness & Accident Leave

A unit member who sustains an illness or an injury arising directly out of and in the course and scope of their employment with the District shall be entitled to Industrial Illness and Accident Leave, as set forth in the following conditions and regulations:

 - 11.4.1 Any absence which is supported by an authorized doctor's certificate and which is verified by the District's administering agency as qualified for Workers' compensation is an absence payable under Industrial Illness and Accident Leave. Industrial Illness and Accident Leave is to be paid in lieu of temporary disability payments, and entitlement to the leave is governed by the Workers' Compensation laws.
 - 11.4.2 During the period of determination by the administering agency, the payroll charge will be made to the unit member's sick-leave account. If the claim is approved, an adjustment will then be made restoring to the unit member the sick leave previously charged from the first day of absence and a charge made in lieu thereof to Industrial Illness and Accident Leave.

In the event the unit member does not have sick-leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the first available warrant register. Industrial Illness and Accident Leave will commence on the first day of authorized absence.

11.4.3 A maximum of sixty (60) workdays of Industrial Illness or Accident Leave is allowable for any one (1) illness or accident, and shall be used in lieu of entitlement to any other paid leave.

11.4.3.1 Eligibility for Industrial Illness or Accident Leave will continue for only such period as the unit member is qualified as temporarily disabled under the Workers' Compensation laws.

11.4.3.2 An Industrial Illness or Accident Leave may overlap into the next fiscal year by no more than the amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.

11.4.3.3 Industrial Illness and Accident Leave shall not be accumulative from year to year, nor from one illness/accident to another.

11.4.4 Should a unit member's absence due to an industrial illness or accident extend beyond sixty (60) workdays, the unit member shall be permitted to use only as much of his/her accumulated sick leave, compensatory time, vacation, or other available leave which, when added to the temporary disability benefits, provides for not more than a full day's wage or salary.

11.4.5 During any period that a unit member has paid leave benefits available for his/her use, the District shall monitor the temporary disability benefits and assure that proper retirement credit and contributions for State Teachers' Retirement System (STRS) are reported.

11.4.6 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Illness and Accident Leave shall be reinstated in his/her position.

11.4.7 If, after exhausting all paid leaves, a unit member is not medically able to assume the duties of his/her position, the unit member may apply for a leave of absence as provided for in this Agreement.

11.4.8 A unit member receiving temporary disability benefits as a result of an industrial illness or accident shall remain within the State of California

unless the District authorizes travel outside the state. Requests for District authorization must be directed to the Superintendent's Office.

11.4.9 For purposes of this Agreement, the term *Aduty@* refers to all scheduled working days, including legal and District declared holidays, on which an employee in the bargaining unit is required to perform services for the District.

11.5 Maternity Leave

11.5.1 Maternity leave shall be granted to any unit member who is an expectant mother.

11.5.2 The date of the beginning of such leave shall be determined as follows: By the employee and her physician who together determine that the employee is not capable of fully performing her duties and that continued employment would result in possible detriment to the welfare of the students or the health of the employee.

11.5.3 The date of the resumption of duties by the unit member shall be determined upon the presentation by the unit member of written evidence from her physician that she is fully capable of performing her duties.

11.5.4 Such unit member may use all of her sick leave including accumulated sick leave for such absence.

11.5.5 Thereafter, the unit member shall receive her daily compensation less any amount paid to a substitute or which would have been paid to a substitute during her absence in accordance with the terms of this Agreement.

11.6 Parenting Leave

11.6.1 Parental Leave is for any unit member who is an expectant mother or father or in connection with the adoption or foster care placement of a child within the previous 12 months.

11.6.1.1 Pursuant to Education Code section 44977.5, a full-time certificated unit member shall be granted a maximum of 12-working weeks of Paid Parental Leave. A part-time certificated unit member shall be granted a prorated share of the 12-working weeks of Paid Parental Leave.

11.6.1.2 The 12-workweeks of Paid Parental Leave must be used within 12-months of the birth, adoption, or foster-care

1210 placement of a child.

1211
1212 11.6.2 During a unit member's Parental Leave, the unit member must first
1213 exhaust all of his or her current and accrued Paid Sick Leave.

1214
1215 11.6.2.1 A unit member is not required to take all 12-workweeks of
1216 Paid Parental Leave if he or she does not want to use all of
1217 his or her Paid Sick Leave.

1218
1219 11.6.3 If the unit member exhausts all of his or her Paid Sick Leave during the
1220 12-workweeks of Parental Leave, the unit member shall be entitled to Paid
1221 Differential Leave for the remainder of the 12-workweek period.

1222
1223 11.6.4 A unit member may use Paid Parental Leave on an intermittent basis
1224 during the 12-month period following the birth, adoption, or foster-care
1225 placement of a child.

1226
1227 11.6.4.1 A unit member's intermittent leave must be for at least two
1228 weeks at a time.

1229
1230 11.6.4.2 The District Superintendent reserves the right to transfer a
1231 unit member to an assignment for which he or she is
1232 credentialed and qualified if the District Superintendent
1233 concludes that the unit member's intermittent leave is
1234 disrupting the educational program. The unit member
1235 would have a right to return to the previous assignment at
1236 the beginning of the school year in which he or she has
1237 completed the Paid Parental Leave. (article 11.6 revised
1238 9/6/2019)

1239
1240 11.7 Extended Illness and Accident Leave

1241
1242 11.7.1 During each school year, when a person employed in a position requiring
1243 certification qualifications has exhausted all available sick leave, including
1244 all accumulated sick leave, and continues to be absent from his/her duties
1245 on account of illness or accident for an additional period of five school
1246 months, whether or not the absence arises out of or in the course of the
1247 employment of the employee, the amount deducted from the salary due
1248 him/her for any of the additional five months in which the absence occurs
1249 shall not exceed the sum that is actually paid a substitute employee
1250 employed to fill his/her position during his/her absence or, if no substitute
1251 employee was employed, the amount that would have been paid to the
1252 substitute had he/she been employed. The District shall make every
1253 reasonable effort to secure the services of a substitute employee.

- 11.7.2 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
- 11.7.3 An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
- 11.7.4 The amount paid the substitute employee during any month shall be less than the salary due the employee absent from his/her duties.
- 11.7.5 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Section 44977, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24 or 39-month period, the unit member shall be returned to employment in a position for which he/she is credentialed and qualified. The District maintains the right to place the employee in the position which best meets the needs of the District. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 44977.

11.8 Personal Necessity Leave

- 11.8.1 Ten (10) days of sick leave per year may be used for personal necessity purposes. The following do not require any advanced notice:

11.8.1.1 Death or serious injury of a member of the unit member's immediate family. "Immediate family" is defined as the spouse, mother, father, mother-in-law, father-in-law, son/daughter, son-in-law, daughter-in-law, grandmother, grandfather or grandchild of the unit member or the unit member's brother, sister, brother-in-law, sister-in-law or anyone living in the immediate household of the unit member or any person standing "in loco parentis." "In loco parentis" refers to someone who reared the Unit Member in place of the Unit Member's parents.

11.8.1.2 An accident involving a member or property of the

member, or the person or property of a member's immediate family.

11.8.2 A unit member may utilize up to three (3) days of personal necessity leave without giving a reason for such absence, provided the Superintendent is notified twenty-four (24) hours in advance of such absence.

11.8.2.1 It is strongly recommended that teachers provide notice at least five days before taking leave pursuant to Sections 11.8.2 and 11.8.3. The district needs as much advance notice as possible in order to locate qualified substitutes. Failure to provide ample notice may result in the District exercising its rights pursuant to Section 11.8.4.

11.8.3 During any school year, a unit member may use two more days of sick leave without giving a reason in addition to the three (3) days an employee may take per year pursuant to Section 11.8.2. The unit member shall notify the Superintendent at least twenty-four (24) hours in advance of such absence. The employee shall be compensated for his or her per diem rate minus the cost of a substitute for days used under this provision. A unit member's use of these two additional days shall not reduce their right to a full five months of differential leave pursuant to Section 11.7.

11.8.4 If days of personal necessity leave are used which are not allowed in Article 11.8.1.1 or 11.8.1.2, and the unit member has exhausted days allowed by Article 11.8.2 and 11.8.3, the member will lose per diem for each day used, however, accrued sick days will not be charged. If the Administration finds that granting requests for days of Personal Necessity Leave under Articles 11.8.2 and 11.8.3 would seriously disrupt the normal operation of the school district some requests may be denied. The use of more days allowed in Articles 11.8.2 and 11.8.3 without giving a reason may be grounds for application of Ed. Code or Article 9 of this contract. It is recommended that personal necessity leave days in Articles 11.8.2 and 11.8.3 not be used during finals weeks or to extend any vacation or holiday period.

11.8.5 A unit member may use 2 days of Paid Sick Leave to participate in a school-related activity (E.G. field trip, a co-curricular activity, or a graduation ceremony) or other immediate family-related activities (E.G. weddings).

11.8.5.1 The term "immediately family" is defined in Section 11.8.1.1

11.8.5.2 A unit member must receive the approval from his or her

1342 immediate supervisor at least 24 hours before his or her
1343 absence.
1344

1345 11.9 Family Medical Leave Act (“FMLA”) and California Family Rights Act
1346 (“CFRA”) Compliance
1347

1348 11.9.1 As set forth in federal and state statutes, family care and medical leave is
1349 available to any unit member who has been (1) employed by the District
1350 for at least twelve months and (2) has been employed for at least 1,250
1351 hours during the 12-month period immediately preceding the
1352 commencement of the leave.
1353

1354 11.9.1.1 Except as set forth in this paragraph, family care and
1355 medical leave is an unpaid leave of absence.
1356

1357 11.9.1.2 Family care and medical leave does not constitute a break
1358 in service and the unit member remains in regular
1359 employee status with the District.
1360

1361 11.9.1.3 For purposes of 11.9.1, a full-time unit member is
1362 presumed to have worked 1,250 hours. All other unit
1363 members must have actually worked 1,250 hours during the
1364 12-month period immediately preceding the
1365 commencement of their leave in order to qualify for
1366 FMLA/CFRA leave.
1367

1368 11.9.1.4 A unit member may request unpaid family care and
1369 medical leave for up to 12 workweeks during a fiscal year
1370 for:
1371

1372 11.9.1.4.1 The birth of a child of the unit member, or
1373 the placement of a child with the unit
1374 member in connection with adoption or
1375 foster care;
1376

1377 11.9.1.4.2 The care of the unit member’s child, spouse,
1378 or parent who has a serious health condition;
1379 or
1380

1381 11.9.1.4.3 A unit member’s own serious health
1382 condition that makes the unit member
1383 unable to perform any one of the essential
1384 functions of the position held by the unit
1385

1386 member, except for leave taken for disability
 1387 on account of pregnancy, childbirth, or
 1388 related medical conditions.
 1389

1390 11.9.1.5 The District shall require the unit member to use paid sick
 1391 leave and paid differential pay concurrently with an unpaid
 1392 FMLA/CFRA leave when the unit member's unpaid
 1393 FMLA/CFRA leave is for reasons set forth at Section
 1394 11.9.1.4.3. For an unpaid FMLA/CFRA leave for reasons
 1395 set forth at Sections 11.9.1.4.1 or 11.9.1.4.2, an employee
 1396 may not use paid sick leave or paid differential leave
 1397 concurrently unless otherwise authorized by law.
 1398

1399 11.9.2 A unit member who requests leave to care for a child, a spouse, or a parent
 1400 who has a serious health condition shall be required to submit a certificate
 1401 from the health care provider.
 1402

1403 11.9.2.1 The certificate shall verify the date on which the serious
 1404 health condition commenced and the probable duration of
 1405 the condition, and shall estimate the amount of time that the
 1406 health care provider believes the unit member needs to care
 1407 for the individual requiring the care. The certificate
 1408 shall also contain a statement that the affected individual's
 1409 condition warrants the participation of a family member to
 1410 provide care.
 1411

1412 11.9.2.2 When it is medically necessary, the leave may be taken
 1413 intermittently, but in no case in increments of less than one
 1414 (1) work day.
 1415

1416 11.9.2.3 If additional leave time is needed after the time estimated
 1417 by the health care provider expires, the unit member is
 1418 required to provide re-certification in the same manner
 1419 specified above.
 1420

1421 11.9.2.4 When the leave is for "child rearing" connected with the
 1422 birth, adoption, or placement of a child in foster care and
 1423 both parents of the child are employed by the District, each
 1424 unit member shall be entitled 12-workweeks of unpaid
 1425 FMLA/CFRA Leave. Each employee shall retain whatever
 1426 unused portion of the 12-workweeks for other eligible
 1427 unpaid FMLA/CFRA leaves for which they are entitled
 1428 during that 12 month period.
 1429

- 11.9.3 A unit member who requests leave for the unit member's own serious health condition may be required to submit a certificate from the health care provider.
- 11.9.3.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall contain a statement that the unit member is or will be unable to perform one of the essential functions of the unit member's position due to the serious health condition.
- 11.9.3.2 If additional leave time is needed after the time estimated by the health care provider expires, the unit member is required to provide re-certification in the same manner specified above.
- 11.9.3.3 The unit member shall be required to use all available accrued sick leave pursuant to Section 11.9.1.5.
- 11.9.3.4 As a condition of the unit member's return to work, the unit member shall provide acceptable medical certification of the ability to resume the duties and responsibilities of the unit member's position.
- 11.9.4 If a unit member's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 calendar days before the leave is to begin, the unit member shall provide written notice to the District at least 30-calendar days prior to the commencement of the leave.
- 11.9.4.1 If a unit member learns of the need to take FMLA/CFRA Leave less than 30-calendar days before the leave is to begin, the unit member shall verbally notify the Site Administrator within one or two school days of learning about the need to take unpaid FMLA/CFRA Leave. In such a case, the District will then provide written notification to the unit member of the commencement date of the leave.
- 11.9.4.2 When leave is needed for a planned medical treatment or supervision, the unit member is required to make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling requirement shall be subject to approval of the health care provider.

11.9.5 A unit member who is granted an unpaid FMLA/CFRA leave shall continue to be eligible for health insurance for 12-workweeks at the level and under the conditions that coverage would have been provided if the unit member had continued in active employment.

11.9.5.1 The District is entitled to reimbursement from the unit member for its contribution to the unit member's health coverage if the unit member fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the unit member to take family care and medical leave or for other circumstances beyond the unit member's control.

11.9.5.2 At the conclusion of the family care and medical leave, the unit member shall be returned to the same or similar position held by the unit member prior to the commencement of the leave.

11.9.5.3 For the purpose of sections 11.9.1 through 11.9.4, "child" means biological, adopted, a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.

11.9.5.4 "Parent" means biological, foster or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.

11.9.5.5 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment or supervision by a health care provider as defined by applicable law. (Article 11.9 revised 9/6/2019)

11.10 Catastrophic Leave

11.10.1 Definition

"Catastrophic Illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of

the unit member's family whose incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because she or he has exhausted all of her/his sick leave.

11.10.2 Eligibility Requirements

Catastrophic leave credits ("CLC") may be used by a certificated employee if all of the following requirements are met;

11.10.2.1 The employee suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under as defined in Education Code section 44043.5 A-1. (Immediate family as defined in 11.8.1.1)

11.10.2.2 The employee provides written verification of a catastrophic injury or illness to the Superintendent or designee, dated and signed by the employee's licensed physician or the physician for the employee's sick or injured immediate family member. The District shall prepare a form to be completed by a licensed physician indicating the incapacitating nature of the injury or illness and probable duration of the employee's absence. If the employee seeks catastrophic leave credits to care for an immediate family member, the physician's statement must indicate that the immediate family member's illness requires the employee to take time off from work for an extended period of time to care for that family member. The employee must state that taking extended time off creates a financial hardship for the employee.

11.10.2.3 The Superintendent must meet and confer with the union president prior to making a determination of eligibility. If the Superintendent or designee determines that the employee meets the requirements for a catastrophic illness or injury, the Superintendent or designee shall so notify the employee. If the Superintendent or designee determines that the employee is not eligible for the catastrophic leave program, the employee may appeal the Superintendent or designee's decision to the Governing Board. The Board shall meet with the employee or a representative prior to reaching a decision. The Board's decision is final.

1562	11.10.2.4	The employee must be in paid status at the time of the
1563		request.
1564		
1565	11.10.2.5	The employee must have exhausted all available paid sick
1566		leave.
1567		
1568	11.10.3	Procedure for Donating Sick Leave Credit
1569		
1570	11.10.3.1	The Superintendent or designee shall ensure that all
1571		donations of sick leave to the Bank are voluntary and
1572		confidential.
1573		
1574	11.10.3.2	Any employee wishing to donate to the Bank must be in a
1575		paid status.
1576		
1577	11.10.3.3	Days shall be contributed to the Bank and granted from the
1578		Bank without regard to the daily rate of pay of the donor.
1579		
1580	11.10.3.4	Potential donors who were employed in a certificated
1581		position covered by STRS need to be advised to consider
1582		the retirement implications of donating their unused sick
1583		leave credit to the Program.
1584		
1585	11.10.3.5	No employee may make a donation of any amount of sick
1586		leave credit if that donation would reduce his/her current
1587		accumulated sick leave balance below 15 days.
1588		
1589	11.10.3.6	All eligible employees who wish to donate to the Bank
1590		must contribute at least one “full work day” of sick leave
1591		credit as the term “full work day” is defined in Section
1592		15.1.
1593		
1594	11.10.3.7	Any eligible employee who wishes to donate sick leave
1595		credit to the Bank must complete and submit a Catastrophic
1596		Leave Credit Form to the Superintendent or designee. On
1597		the catastrophic leave credit form, the employee must
1598		indicate the number of “full work days” of sick leave
1599		he/she wishes to donate, sign and date the leave credit form
1600		which authorizes the transfer.
1601		
1602	11.10.3.8	Unless a certificated employee new to the District transfers
1603		sick leave with him or her when he or she joins the
1604		Summerville School District, the certificated employee will
1605		not be eligible to donate sick leave until he or she accrues

more than fifteen (15) days of sick leave with the District.

11.10.3.9 Employees returning from an extended leave during the enrollment period may donate sick leave credit to the bank for a period of 30 calendar days from the date of their return to active employment.

11.10.3.10 Upon the return to work or conclusion of CLC leave, the Administration shall return on a prorated basis any hours remaining in the Bank to the employees who contributed.

11.10.4 Procedure for Requesting Sick Leave Credit from the Bank

11.10.4.1 Sick Leave Credit for an Employee's Own Catastrophic Illness or Injury.

11.10.4.2 Once an employee's request has been approved by the Superintendent or designee, he/she may withdraw a maximum of 30 CLC's from the Bank for his or her own catastrophic illness, injury, or reoccurrence. One "CLC" equals a regularly scheduled work day for the employee who has qualified for catastrophic leave.

11.10.4.3 If an eligible employee is incapacitated, the employee's spouse or other member of his/her immediate family may submit a written request for participation in the catastrophic leave program on the employee's behalf.

11.10.4.4 At the end of 30-work day period, the employee, if he/she is unable to return to work because of the same personal catastrophic illness or injury, may request an additional 30 CLC's. The employee or his or her immediate family member must submit another request to the Superintendent or designee for approval with a doctor's note. The Superintendent or designee may authorize an additional 30 CLC's. The employee or his or her immediate family member may request a third block of fifteen (15) CLC's by following the procedure set forth in this section.

11.10.4.5 An eligible full time/part time employee may not receive more than seventy-five (75) CLC's for a catastrophic (CLC's reference 75 school days not actual work days) illness or injury. A part time employee would receive up to 75 school days not 75 work days.

11.10.4.6 Catastrophic leave CLC's shall not be used for illness or disability

which qualifies the participant for Workers' Compensation benefits. An eligible employee must exhaust all Worker's Compensation benefits or state disability benefits before he/she may with draw CLC from the bank.

11.10.4.7 An employee who qualifies for Catastrophic Leave shall first use any sick leave credits that he/she receives at the beginning of a school year before using any remaining CLC's for which he or she is eligible.

11.10.5 Sick Leave Credit for an Immediate Family Member's Catastrophic Illness or Injury.

11.10.5.1 Under California law, a certificated employee may use his or her personal necessity leave (Education Code section 44981) and one-half of his or her annual sick leave allotment each calendar year pursuant to Labor Code section 233 to care for the illness of an immediate family member. For a full-time employee, the contract leave provisions (section 11.8.1) allow ten days of sick leave to be used for personal necessity each work year. A certificated employee may not use differential leave to care for the health of an immediate family member. (Immediate family as defined in 11.8.1.1)

11.10.5.2 Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), incorporated AR 41.61.8 Family Leave, set forth the rights and responsibilities of an employee absent for a family leave purpose and will apply and supersede any district policy, practice, rule or procedure to the extent that such other policy, practice, rule or procedure is in conflict with or inconsistent with AR 4161.8 (Ref 11.9.1.4)

11.10.6 Non-Grievable

11.10.6.1 Any provision of the catastrophic leave program in the contract shall not be grievable.

11.11 Unpaid Leave

11.11.1 The Board may grant non-paid leaves at its discretion. The granting of unpaid leave to one employee is non-precedent setting to another employee's request.

11.11.2 Requests for leaves to begin the following year must be received

no later than April 15.

- 11.11.3 Leaves to commence during a school year must be requested no later than thirty (30) days prior to the commencement. The thirty (30) day requirement may be waived by the District.

11.12 Study Leave

Beginning with the 1976-77 school year any employee of the bargaining unit who is granted leave for study shall return at the completion of that leave at a salary level in accordance with service credit earned at the time the leave was granted. On his/her return, he/she must file an official college transcript showing that he/she has completed the course or courses for which the leave was granted from the accredited University or College attended and approved by the district. Retirement is not allowable during such leave.

11.13 Verification Requirements

- 11.13.1 After any absence due to illness or injury, the unit member shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.
- 11.13.2 The District Superintendent or designee shall require verification from the unit member's physician whenever (1) a unit member has been absent for five or more consecutive school days or (2) the unit member's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays.
- 11.13.3 The District Superintendent or designee may require a unit member to visit a physician selected by the District, at District expense, when the unit member's conduct or performance at work is inconsistent with the medical statement provided by the unit member's physician.
- 11.13.3.1 In requiring a unit member to visit a physician selected by the District, the District is entitled only to information concerning whether the unit member is able to perform the essential duties of his or her assignment and whether the unit member requires any accommodation(s) in order to perform the essential duties or has restrictions in the performance of the essential duties. The District is also entitled to know how long the unit member may require those accommodations or will have those restrictions.

1738 11.13.4 Before returning to work, a unit member who has been absent for
1739 surgery, hospitalization, or extended medical treatment (more than
1740 10 consecutive days) shall submit a letter from his/her physician
1741 stating that he/she is able to return to duty and perform the
1742 essential duties of his or her assignment with or without
1743 accommodations or restrictions. If the unit member will require an
1744 accommodation or has restrictions, the unit member's physician
1745 shall indicate the accommodation(s) the unit member will require,
1746 the restriction(s) the unit member has and the length of time he or
1747 she will require the accommodations or have the restrictions.
1748 (Article 11.13 added 9/6/2019)
1749

1750 12. Class Size
1751

1752 12.1 Class Size. It is the goal of the District to maintain a class size that affords an
1753 optimum learning opportunity and a safe environment for all.
1754

1755 The District shall take the following factors into consideration when establishing
1756 class sizes:
1757

1758 12.1.1 Subject matter

1759 12.1.2 Type of instruction

1760 12.1.3 Ability of pupils

1761 12.1.4 Availability of instructional aides

1762 12.1.5 Workstations

1763 12.1.6 Use of special facilities and equipment

1764 12.1.7 Financial limitations
1765

1766 12.2 Class size shall not exceed those levels mandated by the State. At a teacher's
1767 request, there shall be a conference between the teacher and the principal for the
1768 purpose of considering a reduction in the class size for that classroom due to the
1769 special needs of the children in that class. Before responding to the
1770 teacher's request for a reduction in a class size, the Principal may confer with
1771 other District staff as he or she deems appropriate. The Principal shall respond to
1772 the teacher's request within ten (10) calendar days of the meeting. If the teacher
1773 is not satisfied with the result, he/she may request a meeting with the
1774 Superintendent. The District Superintendent's decision is final.
1775

1776 12.3 The District shall maintain a school-wide staffing ratio of twenty-eight students or
1777 less per classroom teacher. The number of classroom teachers used to compute
1778 the above ratio shall not include special education teacher(s), Title I teacher(s),
1779 ROP teacher(s), librarian(s), or continuation teacher(s).
1780

1781 12.4 The balancing of student population at each school site will take place no later

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

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

13. Evaluation Procedures

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

13.2 Evaluation Procedure

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

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

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

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

the California Teaching Standards: engaging and supporting all students in learning; and understanding and organizing subject matter for student learning.

13.2.3.4 The requirements of any state law pertaining to the duties and responsibilities of teachers.

13.2.3.5 Goals and objectives.

13.2.3.6 The California Teaching Standard: developing as a professional educator.

13.2.4 Each evaluation shall be based upon at least two observations, lasting 30 minutes or longer, and shall be followed by a formal evaluation conference in which the evaluator and the certificated employee shall review the observations and what is to be incorporated into the written evaluation. Evaluation and assessment shall be reduced to writing and a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. If weaknesses are noted, specific recommendations for improvement shall be made in writing. When performance is outstanding, commendations shall be included in written evaluation.

13.2.4.1 A certificated employee shall have the right to initiate a written objection to the official evaluation, which shall become a permanent part of his/her personnel file.

13.2.4.2 The evaluation will not be filed until ten (10) days after the employee is given notice and the opportunity to review and comment thereon.

13.2.5 The evaluation form shall be completed in duplicate.

13.2.6 Any certificated employee who receives a negative evaluation shall, upon request by either party, be entitled to a subsequent observation, conference and written evaluation. Such entitlement shall continue after each written evaluation until the problems cited in evaluation are rectified.

13.2.7 The unit member's evaluator and the unit member shall take affirmative steps to correct cited deficiencies. The unit member's evaluator and the unit member shall agree on a plan of action which shall list specific 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.

1958		
1959	13.5	Any evaluation of teacher performance shall not include the use of publishers' norms established as the result of standardized tests.
1960		
1961		
1962	13.6	Resignations
1963		
1964		An official evaluation shall not be required for any teacher whose resignation has been accepted by the Trustees prior to the required evaluation date.
1965		
1966		
1967	13.7	Special Evaluations
1968		
1969		The Superintendent may, at his/her discretion, require no more than two (2) written evaluations during any school calendar year.
1970		
1971		
1972	14.	Salaries
1973		Proof of completion of CLAD requirements by August 1, 2024 is required for negotiated pay increases for 2024-2025 school year.
1974		As per salary schedule-negotiated agreement (Appendix A-3)
1975	14.1	
1976	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.
1977		
1978		
1979		
1980	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.
1981		
1982		
1983		
1984		
1985		
1986		
1987		
1988		
1989		
1990		
1991	14.2.1	Courses of Continuing education may be taken from any post-secondary accredited institution.
1992		
1993		
1994	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
1995		
1996		
1997		
1998		
1999		
2000		
2001		

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 14.2.5 A unit member can receive credit for up to BA plus one-hundred(100) units

2026 on the salary schedule, Once a unit member has received credit for

2027 ninety (90) units on the salary schedule, a unit may earn a maximum of

2028 three (3) additional units per school year up to 100 units. Unit members

2029 hired prior to July 1, 2022 may earn a maximum for three (3) additional

2030 units per school year beyond 100 units.

2031

2032 14.2.6 Five years must elapse before a course may be repeated for unit credit.

2033 The Administration may allow a member to repeat a course at any time in

2034 order for the member to stay current in course content, technology, or

2035 class management.

2036

2037 14.2.7 Units for advancement are only those units received beyond the date of the

2038 Bachelor Degree.

2039

2040 14.2.8 Travel study shall be done in connection with a post-secondary accredited

2041 institution and shall be directly related to the member's academic and

2042 teaching assignment.

2043 14.2.9 In order to receive an increase in continuing education units, unit members

2044 shall submit proof of course work by August 31st and arrange to have

2045 official transcripts mailed or delivered to the District Office before

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 \$12,000 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 \$12,000 in subsequent years, the dollar value difference of the
2119 two 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

2144

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***

2225

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.

2263

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

- 2266
- 2267 18.3.4 Establish a system of peer assistance and modeling by the consulting
- 2268 teacher.
- 2269
- 2270 18.3.5 Provide a Consulting Teacher to Participants who have received
- 2271 unsatisfactory evaluations in the summary.
- 2272
- 2273 18.3.6 Provide a Consulting Teacher to assist certificated personnel new to the
- 2274 District who are not eligible for the Beginning Teacher Support and
- 2275 Assessment (BTSA) program.
- 2276
- 2277 18.3.7 Provide a Consulting Teacher to teachers new to the District
- 2278
- 2279 18.3.8 Provide a Consulting Teacher to teachers requesting assistance.
- 2280
- 2281 18.3.9 Design an appropriate reporting process and time line for certificated staff
- 2282 in the program.
- 2283
- 2284 18.4 Panel Selection: The peer panel (herein referred to as “Panel”) shall consist of
- 2285 four certificated teachers and one administrator.
- 2286
- 2287 18.4.1 Teachers seeking a position on the Panel will submit a letter of interest to
- 2288 the faculty association.
- 2289
- 2290 18.4.2 The certificated members of the Panel shall be selected by majority vote of
- 2291 the certificated membership.
- 2292
- 2293 18.4.3 Certificated Panel members shall not be considered management under the
- 2294 Educational Employment Relations Act (EERA).
- 2295
- 2296 18.4.4 The administrative representative to the Panel shall be appointed by the
- 2297 superintendent and approved by the Board.
- 2298
- 2299 18.5 Panel Responsibilities:
- 2300
- 2301 18.5.1 To assess recommendations from the administration for teacher
- 2302 participation in the program whose performance is deemed unsatisfactory.
- 2303
- 2304 18.5.2 To recommend teachers to participate in the program who volunteer for
- 2305 assistance.
- 2306
- 2307 18.5.3 To evaluate the impact of the PAR program in order to improve the
- 2308 program.
- 2309

- 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.
2329
- 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:
2347
- 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.
2352
- 2353 18.6.3 Teacher new to the District.

- 2354
- 2355 18.6.4 Volunteer participant
- 2356
- 2357 18.6.4.1 A teacher who volunteers based upon administrative
- 2358 recommendation.
- 2359
- 2360 18.6.4.2 A teacher who volunteers to participate in the program.
- 2361
- 2362 18.7 Participant Selection Procedure:
- 2363
- 2364 18.7.1 All applicants will be referred to the PAR program by the Administration.
- 2365 Volunteer applicants will submit a letter of interest to the Administration.
- 2366
- 2367 18.7.2 Each referral shall be reviewed by the Panel to determine whether
- 2368 acceptance into the program is appropriate.
- 2369
- 2370 18.7.3 The teacher shall have the opportunity to make a presentation to the Panel.
- 2371
- 2372 18.7.4 If the Panel rejects the referral, it shall provide the District with the
- 2373 reasons in writing for the rejection.
- 2374
- 2375 18.7.5 The Participant will be given guidelines and time lines describing
- 2376 remediation procedures.
- 2377
- 2378 18.7.6 The Consulting Teacher will develop a plan that will provide sufficient
- 2379 staff development or correct any of the areas where performance is
- 2380 unsatisfactory.
- 2381
- 2382 18.7.7 This process will be completed between March 15 and the end of the
- 2383 school year when the unsatisfactory evaluation was issued. Upon mutual
- 2384 consent of the Panel and the Participant, the time line may be extended up
- 2385 to one (1) month or twenty (20) teaching days.
- 2386
- 2387 18.8 Consulting Teacher Qualifications:
- 2388
- 2389 18.8.1 Experience:
- 2390
- 2391 18.8.1.1 Permanent or retired employee of the District.
- 2392
- 2393 18.8.1.2 Recent classroom experience of at least five years in the
- 2394 District teaching subject area of major.
- 2395
- 2396 18.8.1.3 Extensive teaching experience.
- 2397

- 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,

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

18.12 Compensation for Consulting Teachers and Panel Members:

18.12.1 Current salary placement.

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

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

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

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

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

18.12.6 \$940 discretionary for Panel expense.

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

2530

2531 18.13.1 The Federation and the District understand that every possible

2532 subject matter competency may not be available within the corps

2533 of Consulting Teachers, and therefore it shall occasionally be

2534 necessary to secure additional assistance to fully address identified

2535 deficiencies. In such cases, the Consulting Teacher maintains

2536 primary responsibility for the Individual Improvement Plan, but

2537 may function more as a case carrier who assures the availability of

2538 appropriate resources and services.

2539

2540 18.13.2 The Consulting Teacher shall select Subject Area Specialist with

2541 approval of the Panel. A Subject Area Specialist is a Consulting

2542 Teacher that can be placed on assignment as the need arises. The

2543 selected Subject Area Specialists will continue in their current

2544 status until their services are needed. Their assignment will be

2545 determined annually. The Subject Area Specialist will provide

2546 direct support for the participating teacher and recommend

2547 appropriate staff development activities. The participating teacher

2548 will be introduced to other services available such as curriculum

2549 specialist, psychologist, speech therapist, and other support

2550 personnel to assist in the improvement of instruction.

2551

2552 18.14 Panel Reporting Procedures:

2553

2554 18.14.1 At the quarterly meeting the Consulting Teacher shall provide an

2555 oral report and all written documentation to the Panel regarding

2556 progress of each Participant.

2557

2558 18.14.2 The participating teacher may be present for the presentation and

2559 will be given the opportunity to respond to the progress report.

2560

2561 18.14.3 The participating teacher may not be present during the

2562 deliberation of the Panel, which is confidential. The Panel may

2563 request additional follow-up information from the Principal,

2564 Consulting Teacher, or the participating teacher.

2565

2566 18.15 Conflict of Interest Clause: In the event that one of the Panel members is the

2567 Administrator who has deemed that a participating teacher's performance is

2568 unsatisfactory, he or she shall abstain from voting during consideration and review of that

2569 participating teacher's case.

2570

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