

**2025-2028**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SUMMERVILLE UNION HIGH SCHOOL DISTRICT**

**AND**

**SUMMERVILLE FEDERATION OF TEACHERS**

**LOCAL 6007, CFT/AFT, AFL-CIO**

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39 1. Agreement  
40

41 1.1 The Articles and provisions contained herein constitute a bilateral and  
42 binding agreement (“Agreement”) by and between the Governing Board of the  
43 Summerville Union High School District (“Board”) and the Summerville  
44 Federation of Teachers, Local 6007, CFT/AFT, AFL-CIO (“Federation”), an  
45 employee organization.  
46

47 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections  
48 3540-3549 of the Government Code (“Act”).  
49

50 1.3 This Agreement shall remain in full force and effect from July 1, 2025  
51 until June 30, 2028.  
52

53 2. Recognition  
54

55 The Governing Board recognize the Federation as the sole and exclusive  
56 bargaining representative of all certificated employees, including vocational,  
57 intern, temporary, part-time, and summer school teachers, but excluding substitute  
58 teachers, management, supervisory and confidential employees as defined in the  
59 Act, for the purpose of meeting, negotiating and the process of grievances.  
60

61 3. Non-Discrimination  
62

63 The Trustees shall not discriminate against any employee of the bargaining unit  
64 on the basis of race, religion, color, creed, age, sex, national origin, political  
65 affiliation, domicile, marital status, sexual orientation, physical handicap,  
66 membership or non-membership in the Federation, or participation by any  
67 employee of the bargaining unit in the lawful activities of the Federation.  
68

69 4. Negotiation Procedures  
70

71 4.1 Not earlier than the first week of the school year in which this Agreement  
72 expires, and after the public is allowed input as required by the Act, the District  
73 and Federation agree to meet and negotiate by May 15 and as often as is  
74 necessary in order to negotiate, reach agreement, and reduce to writing the various  
75 issues contained within the scope of negotiations as defined in the Act.  
76

77 4.2 The Federation may designate not more than three (3) employees in the  
78 bargaining unit, whose identity shall be made immediately known to the District  
79 Superintendent, (hereinafter referred to as the Superintendent) or his/her designee,  
80 in order to permit said unit members’ participation in the negotiations. Not more  
81 than three (3) members of management, whose identity shall be made  
82 immediately known to the Federation, shall participate in the negotiation process  
83 on behalf of the District.  
84

85 4.3 Either party may utilize the services of outside consultants to assist in the  
86 negotiations.  
87

88 4.4 Negotiations shall take place at mutually agreeable times and places and  
89 during the regular school day at least 50% of the time, provided that meeting shall  
90 be held within seven (7) school days from receipt of a written request. When it is  
91 necessary for the Federation to schedule meetings for processing of grievances, it  
92 shall be the responsibility of the designated unit members (any employee included  
93 in the bargaining unit) to notify the Superintendent or his/her designee of the  
94 meeting times, dates, and place and to request release time which shall be no later  
95 than 24 hours prior to the commencement of such sessions. Each chief negotiator  
96 will be responsible for notifying members of his/her time of the time and place for  
97 the next meeting. The agenda for a subsequent meeting shall be established at the  
98 conclusion of each session.  
99

100 4.5 The parties agree that the person acting as chief negotiator shall be the  
101 chief spokesman for the respective parties and shall have the full authority to  
102 make proposals and counter-proposals and to sign tentative agreements, subject to  
103 ratification by a majority of the District Trustees and by a majority of the  
104 Federation membership of the full contractual agreement. Only the chief  
105 negotiators or their representatives shall transit inter-team documents to the other  
106 party. This may be done in a formal meeting, through hand-delivery, by facsimile  
107 transmission or through U.S. mail. During negotiations items tentatively agreed  
108 upon shall be reduced to writing, initialed by both parties, and be considered part  
109 of the total contract settlement. All information, data, and documents requested  
110 for negotiations shall be distributed to all three members of the Federation  
111 negotiating team.  
112

113 4.6 It is understood and agreed that all negotiation sessions will be held in an  
114 executive session unless otherwise mutually agreed upon in advance by both  
115 parties. Should an impasse be declared, the declaring party is responsible for  
116 notifying the Public Employment Relations Board and to comply with said  
117 Board's regulations for mediation and fact-finding.  
118

119 4.7 No Bargaining unit employee shall engage in Federation activities during  
120 the time he/she is assigned to teaching or other school related duties, except that  
121 members of the Federation's negotiation commit shall be excused without loss of  
122 pay for working time spent in negotiation with the District or its representatives as  
123 provided above for negotiations and for the processing of grievances, or as  
124 provided elsewhere in this contract or in the law. The District agrees not to  
125 discriminate against any Federation member because of his/her participation in  
126 negotiations or grievance processing.  
127

128 4.8 During the course of negotiations described in this Article, the parties  
129 mutually pledge that such negotiations shall be conducted in good faith.  
130

131 4.9 Unless otherwise provided herein, the designated unit members of the  
132 Federation's bargaining committee and Federation representatives shall not  
133 interfere with the performance of any unit member's duties or disrupt the unit  
134 member's instructional day.

135  
136 4.10 The Federation shall have the right to inspect the original copy of any  
137 public record of the District during the regular office hours at the Superintendent's  
138 office.

139  
140 4.11 Computer and raw data of public records having a direct relationship to the  
141 scope of negotiations as identified in Section 3452 of the Act shall be available to  
142 the Federation in the form which the information was communicated to the  
143 Trustees. If such format does not exist, the requested data shall be provided in  
144 such a form as will cause the least burden in the judgment of the District  
145 Superintendent or his/her designee.

146  
147 4.11.1 Statistics and records of the District necessary for the enforcement  
148 of this Agreement (including grievances) or relevant to negotiations shall  
149 be provided in a timely manner to the Federation upon request.

150  
151 4.11.2 A copy of the Agenda and Board Packet, excluding personnel  
152 matter and other confidential material, shall be provided to the  
153 Federation's president at the same time such information is provided to  
154 members of the Board of Trustees. Such information shall include copies  
155 of all minutes of Board meetings.

156  
157 4.11.3 Upon the request of the Federation, the District shall provide to it  
158 the names, addresses and the telephone numbers of new continuing unit  
159 members.

160  
161 4.11.4 Upon the request of the Federation, the District shall provide to it a  
162 list of the work assignments of all unit members.

## 163 5. Federation Rights

164  
165  
166 5.1 The District authorizes the Federation to use the school facilities at times  
167 other than normal working hours of student instruction as long as the Federation  
168 submits the appropriate Civic Center Act form to the Superintendent or his/her  
169 designee. In emergencies, the Superintendent or his/her designee may authorize  
170 the Federation to use the District facilities during normal working hours as long as  
171 the Federation declares in writing that the use of such facilities does not interfere  
172 with the instructional day. Arrangements shall be made for the use of school  
173 facilities through the Superintendent or his/her designee.

174  
175 5.2 The Superintendent or his/her designee shall grant the Federation use of  
176 school equipment as long as such use is in accordance with the procedures

provided for in the Civic Center Act and as long as the use of such equipment or facilities does not interfere with the normal student instruction or work production of the District. The Federation shall pay for all and any costs incurred by the District incidental to such use of the equipment by the Federation.

5.3 The Federation agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.

5.4 Spaces on bulletin boards, which shall be provided for in school buildings frequented by unit members, will be reserved for the exclusive use of the Federation for posting material dealing with Federation business. The Federation will be solely responsible for such material and for its prompt removal upon its becoming out of date.

5.5 The federation shall have use of unit member school mailboxes for the purpose of distributing Federation material.

5.6 The District shall provide the Federation President with three (3) days of leave and two other bargaining unit members designated by CFT with two (2) days of leave each (Total of seven (7) days of leave each school year for the bargaining unit) school year to carry out bargaining agent responsibilities on the condition that CFT reimburses the District for the actual cost of the substitute employed to replace the bargaining unit member on leave. At least five (5) working days notice in advance of the use of such time shall be made to the Superintendent/designee. The time requirement may be waived at the discretion of the District. The Superintendent has the right to deny such request if the instructor's absence would cause a disruption to the District's educational program. The granting of such requests, however, shall not be unreasonably withheld.

#### 5.7 Dues Deduction

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

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

5.7.3 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues, the District agrees to remit monthly such monies to the Federation along with an alphabetical

list of unit members for who deductions have been made and any changes that may have occurred since the previous list.

## 5.8 Maintenance of Membership

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

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

## 5.9 Hold Harmless and Indemnify

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

5.9.2 The Federation's indemnity shall include, but not be limited to wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, or other penalties awarded by any court, arbitrator, or PERB order, judgment or settlement. The Federation's indemnity shall not apply to the District's failure to implement its ministerial duty as required by the contract.

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

## 6. Management Rights Clause

6.1 District Powers, Rights, and Authority. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law and to the extent not specifically abridged by the

express terms of this Agreement. Included in, but not limited to, those duties and powers are the right to: determine staffing levels; determine the number and kinds of personnel required; determine the number of hours assigned to new positions; determine level of services at any site; cease engaging in any activity; layoff employees; schedule in-service training days; set guidelines concerning student conduct and discipline; selection of employees for hiring panels except if the District designates a panel member as a Union representative; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take any action on any matter in the event of an emergency as provided in Section 6.3 herein contained shall not be subject to the Grievance Article Found at Section 7 of this Agreement.

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

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

361 7.3.4.2 The grievance shall be in writing and shall include:

362 7.3.4.2.1 The name of the aggrieved.

363 7.3.4.2.2 The date of the alleged violation.

364 7.3.4.2.3 The provision or provisions allegedly violated.

365 7.3.4.2.4 The specific remediation proposed by the aggrieved

366  
367 7.3.4.3 Within ten (10) working days, as defined in 7.1.3, after the receipt  
368 of the written grievance by the Superintendent's office, he/she or his/her  
369 designee will meet with the aggrieved and a representative of the  
370 Federation in an effort, to resolve it. The ten (10) working day period can  
371 be extended by mutual agreement of the parties.  
372

#### 373 7.3.5 Procedures for Level Three or Level Four

374 7.3.5.1 If the aggrieved is not satisfied with the disposition at LEVEL  
375 TWO, or if no decision has been rendered within then (10) working days  
376 after the LEVEL TWO filing, the grievant may ask the Federation to  
377 appeal the grievance within ten (10) days after the LEVEL TWO decision  
378 should have been transmitted. The request to appeal to LEVEL THREE or  
379 LEVEL FOUR shall be made to the Federation, with a copy to the  
380 Superintendent/designee. The Federation shall have ten (10) working days  
381 to determine whether to initiate an appeal to LEVEL THREE (Grievance  
382 Mediation) or LEVEL FOUR (Arbitration). The Federation's selection of  
383 a Level Three Appeal does not preclude it from exercising its right under  
384 Section 7.3.7. The discretion to appeal and the decision as to which level  
385 to appeal rests solely with the Federation.  
386

#### 387 7.3.6 Level Three – Grievance Mediation

388 If the grievant is not satisfied with the decision at LEVEL TWO, he/she  
389 may request that the Federation submit the matter to grievance mediation.  
390 The decision to submit the matter to mediation rests solely with the  
391 Federation. A mediator shall be selected from a panel provided by the  
392 California Mediation and Conciliation Service if one of the State  
393 Mediators is not assigned. The mediator shall attempt to assist the parties  
394 in resolving the issue(s). If the mediator is unable to resolve the matter(s),  
395 the Federation may request that the matter be submitted to LEVEL FOUR  
396 of these procedures.  
397

#### 398 7.3.7 Level Four – Binding and Advisory Arbitration

399 7.3.7.1 If the aggrieved is not satisfied with the disposition at LEVEL  
400

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

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

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

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

7.3.7.4.2 If a grievant alleges that the District has violated multiple contract Articles, one or more of which is an alleged violation, misinterpretation, or misapplication of Article 8 or Article 9, the Arbitrator's decision as to Articles 8 and/or 9 shall 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 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 & Representations

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. 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/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.

8.10 The District Superintendent or his or her designee shall share a summary of the investigation, including the documentation received from witnesses or complaining party during the investigation, and his or her conclusions concerning the complaint with the unit member at the conclusion of the investigation.

8.11 No unit member shall be disciplined, except for just cause, as outlined in Article 9 of this Agreement or in the California Education Code.

8.12 The unit member's failure to file a grievance or to respond to the complaint or charge will in no way be construed as an admission that the allegation contained in the charge of complaint is true.

8.11 No unit member shall be disciplined, except for just cause, as outlined in Article 9 of this agreement or in the California Education Code.

8.12 The unit member shall be entitled to file a grievance as provided for in Article 7 of the Agreement.

8.13 The unit member's failure to file a grievance or to respond to the complaint or charge will in no way be construed as an admission that the allegation contained in the charge or complaint is true.

## 9. Disciplinary Action Short of Dismissal

9.1 The terms "disciplinary action" and "discipline" as used in this Article shall mean: a letter of warning, a letter of reprimand, and/or a suspension with or without pay for up to fifteen (15) school days<sup>1</sup> for an offense committed by a unit member. The following are not considered disciplinary action pursuant to this Article and as a result are specifically excluded from the provisions and procedures of this Article: oral warning, incident report, or deduction of pay for being absent without leave (AWOL).

9.2 This article is not intended to limit the District's right to initiate disciplinary action under the California Education Code or the California Government Code, nor shall it limit any rights that a unit member has under law. Discipline under this article shall not be regarded as a precondition to proceedings under the California Education Code or California Government Code.

9.3 Also specifically excluded from the provisions and procedures of this article are actions taken by the District as part of the process of performance observation, review, or evaluation pursuant to the provisions of Article 13 - Evaluation Procedures or to the placement of materials in the unit member's personnel file pursuant to the provisions of Article 16 - Personnel Files.

9.4 "Disciplinary action" shall be for just cause and shall be administered in accordance with the provisions of this Article. Any "disciplinary action" should be reasonably related to the nature of the offense committed by the unit member and should take into account prior discipline imposed on the unit member (if any).

The term "just cause" shall mean:

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

591 9.4.1 The employee was aware of, or should have been aware of, the  
592 lawful rules, orders, or expected conduct or performance.

593  
594 9.4.2 The employee was given an opportunity to be heard and explain  
595 his/her actions prior to the disciplinary action.

596  
597 9.4.3 The District's investigation produced substantial evidence or proof  
598 that the employee violated the rule, order, or expected conduct or  
599 performance for which he/she is charged.

600  
601 9.4.4 The penalty imposed is reasonably related to the seriousness of the  
602 offense.

603  
604 9.5 No Disciplinary action shall be taken for any cause that arose more than  
605 two (2) years preceding the date of the notice of the disciplinary action unless the  
606 cause was concealed or not disclosed by the unit member when it reasonably  
607 could be assumed that the unit member should have disclosed the facts to the  
608 District. Further, with regard to a permanent unit member, no disciplinary action  
609 shall be taken for any cause that arose prior to the unit member becoming  
610 permanent, unless the cause was concealed or not disclosed by the unit member  
611 when it reasonably could be assumed the unit member should have disclosed the  
612 facts to the District.

613  
614 9.6 Procedures for Letters of Warning and Letters of Reprimand:

615  
616 9.6.1 In the event an employee receives a letter of warning or a letter of  
617 reprimand (for purposes of Section 9.6, a letter of warning and/or a letter  
618 of reprimand shall be referred to as a "disciplinary document"), the  
619 employee if he/she disagrees with the disciplinary document, must within  
620 ten (10) school<sup>2</sup> days request, in writing, a meeting with the person who  
621 issued the disciplinary document. Within ten (10) school days of the  
622 employee's written request, the Administrator, who issued the disciplinary  
623 document, must meet with the employee and a representative of the  
624 Federation in an effort to resolve the matter.

625  
626 9.6.2 The Administrator who held the meeting with the employee as  
627 required by Section 9.6.1 shall notify the employee within ten (10) school  
628 days following the meeting set forth above of his/her decision concerning  
629 the disciplinary document. The Administrator's decision shall be in  
630 writing.

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635 <sup>2</sup> If school is not in session, the parties should refer to days the District  
636 Office is open for business.

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

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

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

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

## 9.7 Procedure for Recommendation of Suspension Without Pay

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

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

9.7.1.1 The Notice shall be personally served upon the unit member or sent to the unit member's last known address by certified mail, return receipt requested.

9.7.1.2 Where the unit member has utilized the services of a CFT representative during the investigation, the District Superintendent shall also send a copy of the Notice to the CFT representative by

first-class mail or by facsimile.

9.7.1.3 The notice shall contain a statement of the specific acts and/or omissions upon which the intended disciplinary action is based, and if it is claimed that the unit member has violated a District rule or regulation, the rule or regulation shall be set forth in the notice.

9.7.1.4 The Notice shall indicate the recommended period of the Suspension without Pay.

9.7.2 Within ten (10) workdays following the Skelly Meeting, the District Superintendent shall notify the employee of his or her decision regarding the recommended disciplinary action.

9.7.2.1 If the District Superintendent's decision to impose a suspension without pay pursuant to this Article, the suspension without pay shall commence on the eleventh (11th) workday following the unit member's receipt of the Notice from the Superintendent as required by Section 9.7.2.

9.7.2.2 During the ten-work day period following the receipt of the District Superintendent's decision, the unit member may request an appeal of the District Superintendent's decision by delivering such a request in writing to the District Superintendent's Office within that ten (10) workday period.

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

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

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

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

9.8.1.1.1 Within five (5) workdays of the unit member's request for an appeal, the District Administration shall obtain a list of names of five arbitrators from the

California State Mediation and Conciliation Office.

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

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

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

9.8.1.2.2 The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Arbitrator. The Arbitrator shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order made by the Arbitrator.

9.8.1.2.3 The pre-hearing discovery procedures set forth in the Administrative Procedure Act shall not apply to this process.

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

9.8.1.3 The Arbitrator must uphold, modify, or reject the District Superintendent's decision regarding the unit member's suspension without pay.

9.8.1.4 The Arbitrator's decision shall be in writing and provided to both parties.

9.8.1.5 The Arbitrator's decision is binding on both Parties.

9.8.1.6 Regardless of the Arbitrator's decision, the costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and related expenses, and the costs of any hearing room will be borne equally by the District and the Federation.

775 9.8.1.7 General Provision. Even when the unit member has timely  
776 filed a notice of appeal pursuant to this Section, the District  
777 Superintendent may place a unit member on an administrative  
778 leave of absence with pay prior to a hearing before the Arbitrator if  
779 the District Superintendent determines, in his or her exclusive  
780 discretion, that the unit member's presence on campus could  
781 disrupt the educational process or place a student, staff, or member  
782 of the public at risk.

783  
784 9.8.1.8 All information and proceedings regarding any of the above  
785 actions or proposed actions shall be kept confidential by all parties  
786 to the proceeding. The notification to the unit member and to the  
787 unit member's representative as set forth herein shall not be  
788 deemed a violation of the terms of this paragraph.

789  
790 10. Teaching Hours & Working Conditions

791  
792 10.1 All full time members of the bargaining unit working on the main campus  
793 shall be assigned appropriate starting and dismissal times; however, their total  
794 work day unless otherwise provided herein, shall be seven and one quarter (7 ¼)  
795 hours, including a duty free lunch period, preparation time and a break where so  
796 designated.

797  
798 Long Barn Continuation High School staff's total work day, unless otherwise  
799 agreed, shall be five and three-quarter (5 ¾). The 5 ¾ hours does include a  
800 duty-free lunch period and a preparation period. Students at Long Barn  
801 Continuation High School attend a maximum school day of 255 minutes, which  
802 does not include the student's lunch or break period.

803  
804 Cold Springs High School staff's total work day, unless otherwise agree, shall be  
805 six and three-quarter hours (6 ¾), including a duty free lunch period, preparation  
806 time, and a break period scheduled by the members employed at those sites.  
807 Students at Cold Springs High School attend a maximum school day of 370  
808 minutes, which does not include a student's lunch or break period.

809  
810 South Fork High School staff's total work day, unless otherwise agree, shall be six  
811 and three-quarter hours (6 ¾), including a duty free lunch period, preparation  
812 time, and a break period scheduled by the members employed at those sites.  
813 Students at South Fork High School attend a maximum school day of 370  
814 minutes, which does not include a student's lunch or break period.

815  
816 Mountain High School staff's total work day, unless otherwise agree, shall be six  
817 and three-quarter hours (6 ¾), including a duty free lunch period, preparation  
818 time, and a break period scheduled by the members employed at those sites.  
819 Students at Mountain High School attend a maximum school day of 370 minutes,  
820 which does not include a student's lunch or break period.

821 The District may change the start time of any of the above-referenced school sites  
822 by ten (10) minutes, as long as the length of the instructional day is not changed,  
823 after meeting and conferring with CFT.  
824

825 All school schedules must receive Administrative approval before  
826 implementation.  
827

828 10.1.1 All Certificated teachers will be required to perform one hour of  
829 unpaid supervision of student activities per period taught, up to seven  
830 hours.  
831

832 10.1.1.1 Teachers performing or accepting after the above  
833 seven hours, other than club or class field trips and who are not  
834 compensated by other portions of appendices A or B, shall be  
835 compensated at the hourly adjunct rate.  
836

837 10.1.1.2 Teachers will be able to choose their duties at the  
838 beginning of the school year by seniority.  
839

840 10.1.1.3 Any teacher not signing up for the full seven hours  
841 will be assigned duty by the Principal or Designee.  
842

843 10.1.2 Attendance at “Back to School Night”, “Summerville Showcase”,  
844 and “Graduation”, compensated at a total of 8 hours at the teacher hourly  
845 rate.  
846

847 10.2 The annual school year shall consist of 183 workdays with three days set  
848 aside for workdays (non-student) unless one of those is needed to make up for a  
849 snow day, and any additional staff development days arranged by the  
850 Administration pursuant to Article 10.12.1.  
851

852 10.3 The annual school calendar shall be mutually agreed upon by the District  
853 and Federation by January 31 of the year preceding that school year. Meetings of  
854 the instructional staff, after the end of the school day, required by the District shall  
855 not exceed four (4) in any year unless by mutual agreement.  
856

857 10.3.1 All certificated classroom instructors shall update student grades in  
858 the District’s electronic recording keeping system at a minimum of every  
859 ten (10) school days after a student is enrolled in the class so that  
860 parents/guardians/caregivers can regularly monitor their child’s progress  
861 and achievement.  
862

863 10.4 All bargaining unit employees shall have a duty-free lunch period each  
864 school day of not less than thirty (30) minutes which shall be allowed as near  
865 noon as is reasonably possible.  
866

10.5 For the 2025-2026, 2026-2027 and 2027-2028 school years (expiring June 30, 2028), a full-time unit member on the Summerville High School Campus will be assigned an appropriate schedule reflecting an instructional assignment to include one preparation period per day, one on “A” day and one on “B” day, each equal in time to the lengthiest instructional period. A signed item agreement to continue the one prep a day needs to take place prior to March 1, 2028 in order to be continued past the June 30, 2028 expiration date.

10.5.1 Preps will not exceed one prep period per day for full-time members on the Summerville High School campus except for the Athletic Director and Activities Director.

10.5.2 In the event of a Teacher on Special Assignment (TOSA), the principal or designee and the teacher will jointly determine whether the TOSA will either be compensated with a class period during the school day to complete the work of the assignment or a negotiated stipend dependent on the master schedule requirements.

10.5.3 Full-time teachers split between the Summerville High School campus and a Necessary Small School campus will have one prep in their schedule, on the day they are assigned to the Necessary Small School campus.

10.5.4 Full-time Necessary Small School Teachers will have one prep in their schedule on either “A” or “B” day.

10.5.5 Teachers teaching four periods on their assigned A/B day will have a paid prep period outside of their working schedule.

10.5.6 Teachers teaching four periods on their assigned A/B day will not be required to host flex periods.

10.5.7 Unpaid supervision hours based on periods taught will not decrease from seven-hour requirement.

10.5.8 SFT Agrees to a weekly hour of district-assigned time within the contracted day

10.6 A full-time 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.

10.7.1 A unit-member may use up to six (6) preparation periods per semester to leave campus or arrive late if the teacher has a first period prep, for personal business. The unit-member must notify an administrator. This time off campus does not count against a teacher's leave.

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.

10.8.1 Teachers cannot be required to substitute for another teacher during their contractual work day.

10.8.2 If a teacher agrees to take responsibility of another teacher's students, as requested by an administrator, during one of his/her assigned class periods, they will be compensated at the Certificated Prep Period Rate according to Appendix B-2.

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 unless the non-absent staff member requests a substitute not be assigned. The non-absent staff member will be compensated at the certificated prep period rate for two periods as listed on Appendix B-2.

#### 10.10 Teaching Conditions

10.10.1 A serviceable desk and chair of adequate size shall be placed in each classroom for the unit member's use.

10.10.2 A communication system shall be placed in each classroom so that unit members can communicate with the Superintendent's office from their classroom.

10.10.3 Any unit member who becomes aware of an alleged safety hazard or what may be a safety hazard within the school building or school premises shall, as soon as reasonably prudent, inform the Superintendent or his/her designee.

10.10.4 Bargaining unit employees shall not be required to work under conditions which are contrary to law or which endanger their health or safety.

#### 10.11 Unit Member Safety

10.11.1 Every unit member shall report known unsafe working conditions to his/her immediate supervisor as reasonable and prudent.

10.11.2 If upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as possible.

10.11.3 If an unsafe condition is not resolved through the unit member's immediate supervisor, the unit member may grieve the condition.

10.11.4 The District will facilitate actions against students or adults who abuse, assault, or upbraid employees.

## 10.12 Staff Development Days

10.12.1 The District and Federation agree to schedule at least two (2) five (5) hour staff development days per school calendar year in accordance with the terms set forth below.

10.12.1.1 Each employee shall be compensated at the staff development daily pay rate referenced in appendix B-2 for attending the five (5) hour staff development day.

10.12.1.2 Neither sick leave nor personal necessity leave can be used to obtain compensation in the event of a unit member's non-attendance.

10.12.1.3 If the staff development day extends beyond a five (5) hour block, which shall not include a lunch break, the District shall pay each employee according to the hourly staff development pay rate referenced in Appendix B-2.

10.12.1.4 Staff must attend the full five (5) hour staff development in order to receive the staff development pay.

10.12.2 The District may schedule additional "targeted staff development activities or events." Employees for whom the staff development activities or events are targeted shall be compensated the

staff development rate referenced in Appendix B-2.

10.12.3 All staff development “Buy-Back” days are voluntary.

10.12.4 All certificated employees are required to complete mandatory training annually by the 30th day of school. Unit members who finish all training prior to the first day of school will receive a paid stipend payable in September according to Appendix B-2, “Mandatory Training,” for up to ten (10) hours of training. Any training that exceeds ten (10) hours will be paid at the adjunct hourly rate. The stipend will not be prorated.

10.13 All certificated staff members will not be required to host Flex Periods of more than 25 students per session.

10.13.1 Teachers can offer any enrichment or intervention Flex opportunity of their choice.

10.13.2 Students who neglect to sign up when spaces are available will be sent to FLEX detention.

## 11. Leaves of Absence

### 11.1 Paid Time Off

11.1.1 Full-time unit members shall be entitled to ten (10) days of leave with full pay each school year. Credit for leave of absence need not be accrued prior to taking the leave by the employee and the leave of absence may be taken at any time during the school year.

11.1.2 Unit members working less than full time shall be entitled, during each school year of service, to that portion of ten (10) days of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

11.1.3 Unit members who are required to work more than one hundred and eighty-three (183) days per academic year (excluding any scheduled staff development days) shall be credited an additional day of sick leave for every additional eighteen (18) days or major fraction thereof.

11.1.4 If a unit member does not utilize the full amount of leave as authorized in section 11.1.1, 11.1.2, or 11.1.3 above in any school year, the amount not utilized shall be accumulated from year to year.

11.1.5 A unit member must contact his immediate supervisor or school secretary or other employee responsible for securing substitutes as soon as the need to be absent is known, but in no event less than one (1) hour prior

to the start of the work day to permit the employer time to secure a substitute service.

11.1.5.1 It is strongly recommended that teachers provide notice at least five days before taking leave. The district needs as much advance notice as possible in order to locate qualified substitutes.

11.1.6 A unit member who is absent shall have deducted from the accumulated leave corresponding time based on hourly segments.

11.1.7 Each unit member shall be notified of the accumulated leave by no later than October 15 of each school year.

11.1.8 It is recommended that leave days not be used during finals week or to extend any vacation or holiday period.

11.1.9 No more than five (5) consecutive days may be used per request.

11.2 Bereavement Leave. All members of the bargaining unit shall be entitled to paid bereavement leave in accordance with the State of California Civil Rights Department Law.

11.2.1 All members of the bargaining unit shall be entitled to five (5) days of paid bereavement leave upon the death of any member of his/her immediate family or relative living in his/her household in accordance with the Bereavement Leave Law.

11.2.1.1 "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.

11.2.1.2 The five bereavement days are not taken from bargaining unit members' accrued sick leave.

11.2.2 Bereavement leave will be granted in the event of a reproductive loss as defined by the State of California Civil Rights Department Law.

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 Industry 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 Accidental 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 placement of a child.

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

11.6.2.1 A unit member is not required to take all 12-work weeks of Paid Parental Leave if he or she does not want to use all of his or her Paid Sick Leave.

11.6.3 If the unit member exhausts all of his or her Paid Sick Leave during the 12-workweeks of Parental Leave, the unit member shall be

entitled to Paid Differential Leave for the remainder of the 12-workweek period.

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

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

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

## 11.7 Extended Illness and Accident Leave

11.7.1 During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he/she been employed. The District shall make every 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 to 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 Family Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”) Compliance

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

11.8.1.1 Except as set forth in this paragraph, family care and medical leave is an unpaid leave of absence.

11.8.1.2 Family care and medical leave does not constitute a break in service and the unit member remains in regular employee status with the District.

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

11.8.1.4 A unit member may request unpaid family care and medical leave for up to 12 workweeks during a fiscal year for:

11.8.1.4.1 The birth of a child of the unit member, or the placement of a child with the unit member in connection with adoption or foster care;

11.8.1.4.2 The care of the unit member’s child, spouse, or parent who has a serious health condition; or

11.8.1.4.3 A unit member's own serious health condition that makes the unit member unable to perform any one of the essential functions of the position held by the unit member, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

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

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

11.8.2.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall estimate the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care. The certificate shall also contain a statement that the affected individual's condition warrants the participation of a family member to provide care.

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

11.8.2.3 If additional leave time is needed after the time estimated by the health care provider expires, the unit member is required to provide recertification in the same manner specified above.

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

11.8.3 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.

11.8.3.1 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.

11.8.3.2 If additional leave time is needed after the time estimated by the health care provider expires, the unit member is required to provide recertification in the same manner specified above.

11.8.3.3 The unit member shall be required to use all available accrued sick leave pursuant to Section 11.9.1.5.

11.8.3.4 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.

11.8.4 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.

11.8.4.1 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.

11.8.4.2 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.

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

11.8.5.1 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.

11.8.5.2 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.

11.8.5.3 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.

11.8.5.4 "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.

11.8.5.5 "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 11.8 revised 9/6/2019)

## 11.9 Catastrophic Leave

### 11.9.1 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.

### 11.9.2 Eligibility Requirements

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

11.9.2.1 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 11.2.1.1)

11.9.2.2 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.

11.9.2.3 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.

11.9.2.4 The employee must be in paid status at the time of the request.

11.9.2.5 The employee must have exhausted all available paid sick leave.

### 11.9.3 Procedure for Donating Sick Leave Credit

11.9.3.1 The Superintendent or designee shall ensure that all donations of sick leave to the Bank are voluntary and

confidential.

11.9.3.2 Any employee wishing to donate to the Bank must be in a paid status.

11.9.3.3 Days shall be contributed to the Bank and granted from the Bank without regard to the daily rate of pay of the donor.

11.9.3.4 Potential donors who were employed in a certificated position covered by STRS need to be advised to consider the retirement implications of donating their unused sick leave credit to the Program.

11.9.3.5 No employee may make a donation of any amount of sick leave credit if that donation would reduce his/her current accumulated sick leave balance below 15 days.

11.9.3.6 All eligible employees who wish to donate to the Bank must contribute at least one “full work day” of sick leave credit as the term “full work day” is defined in Section 15.1.

11.9.3.7 Any eligible employee who wishes to donate sick leave credit to the Bank must complete and submit a Catastrophic Leave Credit Form to the Superintendent or designee. On the catastrophic leave credit form, the employee must indicate the number of “full work days” of sick leave he/she wishes to donate, sign and date the leave credit form which authorizes the transfer.

11.9.3.8 Unless a certificated employee new to the District transfers sick leave with him or her when he or she joins the Summerville School District, the certificated employee will not be eligible to donate sick leave until he or she accrues more than fifteen (15) days of sick leave with the District.

11.9.3.9 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.

11.9.3.10 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.

11.9.4 Procedure for Requesting Sick Leave Credit from the Bank

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

11.9.4.2 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.

11.9.4.3 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.

11.9.4.4 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.

11.9.4.5 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.

11.9.4.6 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.

11.9.4.7 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.

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

11.9.5.1 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 11.2.1.1)

11.9.5.2 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 41.61.8 (Ref 11.8.1.4)

11.9.6 Non-Grievable

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

11.10 Unpaid Leave

11.10.1 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.

11.10.2 Requests for leaves to begin the following year must be received no later than April 15.

11.10.3 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.

11.11 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.

#### 11.12 Verification Requirements

11.12.1 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.

11.12.2 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.

11.12.3 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.

11.12.3.1 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.

11.12.4 Before returning to work, a unit member who has been absent for surgery, hospitalization, or extended medical treatment (more than 10 consecutive days) shall submit a letter from his/her physician stating that he/she is able to return to duty and perform the essential duties of his or her assignment with or without accommodations or restrictions. If the unit member will require an accommodation or has restrictions, the unit member's physician shall indicate the accommodation(s) the unit member will require, the restriction(s) the unit member has and the length of time he or she will require the accommodations or have the restrictions. (Article 11.12 added 9/6/2019)

11.13 Summerville Union High School District will follow all local, state, and/or federal leave laws. If the contract leave is greater than local, state

and/or federal law, then the contract leave language shall be granted.

## 12. Class Size

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

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

12.1.1 Subject Matter

12.1.2 Type of Instruction

12.1.3 Ability of Pupils

12.1.4 Availability of instructional aides

12.1.5 Workstations

12.1.6 Use of special facilities and equipment

12.1.7 Financial limitations

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

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

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 skills, drama, P.E., or ASB/Student Leadership, class size limitations shall not apply, but balancing shall be a goal.

### 13. Evaluation of Teaching Performance (See Appendix C for Certificated Evaluation Timelines and forms)

13.1 It is the principal objective of the parties to maintain or improve the quality of education in the District. Those responsible for evaluation are expected to follow prescribed procedures of identifying strengths and deficiencies and maintain accurate and impartial records as set forth in the evaluation procedures (Appendix C).

#### 13.2 Evaluation Procedure

13.2.1 Every probationary certificated employee shall be observed with a post-conference document by the administration in writing at least three times each school year. The first observation is within the first twelve weeks of instruction. The second observation is prior to winter break. The third observation is prior to the end of the second semester.

13.2.1.1 The requirement of three observations 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 or second evaluation observation and said employment will be affected within sixty (60) calendar days following the first or second observation or it becomes necessary to remove that teacher from his/her assignment prior to the completion of the third observation; or

13.2.1.1.2 When, due to a long-term absence, the employee cannot be observed more than twice prior to the appropriate deadline for the evaluation.

13.2.1.2 If a classroom unit member is employed after

December 1, only two observations will be required by the end of March of the following semester.

13.2.1.3 The final written evaluation and conference for probationary classroom unit members (other than third year employees) who are being re-employed shall be completed no later than 30 days prior to the last day of school in accordance with Education Code.

13.2.2 Every permanent certificated employee shall be evaluated by the administration in writing every other year, no later than 30 days before the last day of school of the year in which the evaluation takes place.

13.2.2.1 A permanent employee may be evaluated every five years once they have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting the two goals defined in Appendix C-1 if the evaluator and certificated employee agree.

13.2.3 No later than the end of the tenth school week of the year in which the evaluation is to take place, the evaluator and the certificated employee shall meet and discuss the elements upon which the evaluation is to be based. This shall include, but not be limited to, the following:

13.2.3.1 Expected standards of student progress developed by the employee and approved by the prime evaluator including California Teaching Standards: assessing student learning; and planning instruction and designing learning experiences for all students.

13.2.3.2 Maintenance of pupil control including the California Teaching Standard: creating and maintaining effective environments for student learning.

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.

1831 13.2.3.5 Goals and objectives.

1832  
1833 13.2.3.6 The California Teaching Standard: developing  
1834 as a professional educator.

1835  
1836 13.2.4 The evaluation shall be based upon at least two observations,  
1837 lasting the entire period and shall be followed by a formal observation  
1838 conference within three days in which the evaluator and the  
1839 certificated employee shall review the observations and what is to be  
1840 incorporated into the written evaluation. Evaluation and assessment  
1841 shall be reduced to writing and a meeting shall be held between the  
1842 certificated employee and the evaluator to discuss the evaluation not  
1843 later than 30 days before the last school day scheduled on the school  
1844 calendar adopted by the governing board for the school year in which  
1845 the evaluation takes place. If weaknesses are noted, specific  
1846 recommendations for improvement shall be made in writing. When  
1847 performance is outstanding, commendations shall be included in  
1848 written evaluation.

1849  
1850 13.2.4.1 If the evaluator arrives late or leaves early, the  
1851 observation will be rescheduled. If due to these reasons, a  
1852 reschedule may be done one time. An evaluation must be based  
1853 at minimum on two observations. If two observations are  
1854 missed for these reasons, the evaluation must be postponed to  
1855 the next school year.

1856  
1857 13.2.4.2 Any certificated employee who receives a  
1858 negative evaluation, upon request by either party, shall be  
1859 entitled to a subsequent observation, conference, and written  
1860 evaluation. Any certificated employee who does not meet the  
1861 two goals defined in Appendix C-1 shall be evaluated again the  
1862 following year.

1863  
1864 13.2.4.2.1 The unit member's evaluator and the unit  
1865 member shall take affirmative steps to correct cited  
1866 deficiencies. The unit member's evaluator and the unit  
1867 member shall agree on a plan of action which shall list  
1868 specific recommendations for improvement, including  
1869 direct assistance in implementing the recommendations  
1870 and adequate release time to visit and observe other  
1871 similar classes in other schools.

1872  
1873 13.2.4.3 A certificated employee shall have the right to  
1874 initiate a written objection to the official evaluation, which  
1875 shall become a permanent part of his/her personnel file.  
1876

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

13.2.4.5 If the procedures as outlined in section thirteen (13) are not followed by the evaluator, then the evaluation cannot be filed in an employee's personnel file.

13.2.5 Any certificated employee who does not meet the two goals defined in Appendix C-1 shall be evaluated again the following year.

13.2.6 The evaluator shall not base his/her evaluation of certificated employees on any information which was not collected through the direct observation or communications between the employee and the evaluator of such employee during one of the C-1 schedule observation meetings. Hearsay statements shall be excluded from written evaluations.

13.2.7 During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. The necessity for review of the evaluation criteria shall be determined by the employee being evaluated and the determination of new evaluation elements shall be arrived at in accordance with Article 13.2.3 of this Agreement with the waiver of time limitations. Any modifications to the evaluation parameters shall be agreed to in writing between the employee and the evaluator.

13.2.8 Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel.

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

### 13.3 Teachers Assigned After Beginning of School Year

An official evaluation will not be required on any teacher assigned to a school or department after the students' school year has begun until a

period of at least forty-five (45) school days has elapsed.

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

#### 13.5 Resignations

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

### 14. Salaries

14.1 Proof of completion of all CLAD requirements by August 1, 2024 is required for negotiation pay increases for the 2024-2025 school year. Emergency CLAD credential is required to be in place for the 2023-2024 school year by the first day of school. Proof of progress to the district toward completion of CLAD/SDAIE certification must be made.

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

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

14.1.2 Part-Time teachers will receive a pro-rata payment of one teaching period equals 14.286%.

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

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

14.2.2 The Unit Member must obtain course approval from the Superintendent or his or her designee before pursuing continuing education if the Unit Member wishes to be assured credit for purposes of reclassification. The Superintendent or his or her designee may

1969 approve units in the member's academic or teaching field, as well as  
1970 courses related to technology or the instruction of high school students.  
1971 The Superintendent or designee may allow units for unit members  
1972 seeking credentials outside their academic field or for courses that will  
1973 enhance teaching strategies and/or add to content knowledge.  
1974

1975 14.2.2.1 A request for course approval must be submitted  
1976 to the Superintendent or his or her designee at least ten (10)  
1977 working days prior to the unit member enrolling in the class.  
1978 Upon mutual agreement between the Superintendent or  
1979 designee and the unit member, the ten (10) working days prior  
1980 approval requirement can be waived.  
1981

1982 14.2.3 Unit members with less than seventy-two (72) units, according  
1983 to the salary schedule, may take as many additional units as are  
1984 pre-approved by the Superintendent or his or her designee up to one  
1985 hundred (100) units.  
1986

1987 14.2.4 Once a Unit member has received credit for seventy-two (72)  
1988 units on the salary schedule he or she may request approval pursuant to  
1989 Section 14.2.2 for an additional six (6) units per school year until he or  
1990 she receives credit for 90 units on the salary schedule. In order to  
1991 receive credit for more than 72 units on the salary schedule, the unit  
1992 member must receive approval for the course work and complete the  
1993 course work on or after September 1, 2001. Any course work initiated  
1994 and/or completed prior to this date cannot be used to exceed the 72  
1995 maximum units of credit on the salary schedule. The parties have set  
1996 forth this requirement in order to implement the objectives set forth in  
1997 Section 14.2.2.  
1998

1999 14.2.5 A unit member can receive credit for up to BA plus one  
2000 hundred (100) units on the salary schedule. Once a unit member has  
2001 received credit for ninety (90) units on the salary schedule, a unit  
2002 member may earn a maximum of three (3) additional units per school  
2003 year up to 100 units. Unit members hired prior to July 1, 2022 may earn  
2004 a maximum of three (3) Additional units per school year beyond 100  
2005 units.  
2006

2007 14.2.6 Five years must elapse before a course may be repeated for unit  
2008 credit. The Administration may allow a member to repeat a course at  
2009 any time in order for the member to stay current in course content,  
2010 technology, or class management.  
2011

2012 14.2.7 Units for advancement are only those units received beyond the  
2013 date of the Bachelor Degree.  
2014

14.2.8 Travel study shall be done in connection with a post-secondary accredited institution and shall be directly related to the member's academic and teaching assignment.

14.2.9 In order to receive an increase in continuing education units, unit members shall submit proof of course work by August 31<sup>st</sup> and arrange to have official transcripts mailed or delivered to the District Office before October 31<sup>st</sup> of the year in which the increase is to take place. If transcripts or grade cards indicate that the requesting unit member has failed to achieve the units or degree, the unit member shall immediately revert to the former classification and shall restore to the District any and all overpayments made to the member. These dates shall be adhered to except by agreement between the District and the member.

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

14.3 Reclassified pay shall commence effective September.

14.4 The District shall allow a certificated member to transfer up to 10 years of full-time service. Any currently employed certificated teacher who was placed on the salary schedule at the step 8, but had greater than 8 years of service, will receive no more than a 2 step increase on the salary schedule in the 2021-2022 school year. No retroactive compensation (to prior years) will be awarded. The increase will begin effective July 1, 2021. (Per TA reached May 24, 2021). A newly hired member shall not receive any more than 72 units of credit at the time of his or her initial employment by the District. Newly employed teachers shall be allowed up to 10 years experience.

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

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

14.5.2 A part-time certificated unit member shall advance on the certificated salary schedule, on a prorated basis, based upon the

completion of, in a paid status, seventy-five percent (75%) of his or her assigned position during an individual school year.

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

14.5.4 When a unit member has exhausted all of his or her industrial 14.3.1 leave, the employee is no longer considered in a "paid status" for purposes of Section 14.5. Paid differential leave is excluded from the calculation of "paid status."

14.6 Proof of completion of all CLAD requirements by August 1, 2024 is required for negotiation pay increases for the 2024-2025 school year. Emergency CLAD credential is required to be in place for the 2023-2024 school year by the first day of school. Proof of progress to the district toward completion of CLAD/SDAIE certification must be made.

## 15. Health and Welfare Benefits

15.1 Employees and Dependent Insurance Coverage. The District agrees to contribute toward a health and benefit package on behalf of each unit member the amount of \$12,500 annually subject to the rules and regulations set by the District insurance providers.

15.1.1 Medical/hospital/surgical/prescription drug coverage for employee and dependents subject to provider options(s) and district and/or district and employee contributions.

15.1.2 Dental coverage for employee and dependents subject to provider option(s) and district and/or district and employee contributions.

15.1.3 Vision coverage for employee and dependents subject to provider option(s) and district and/or district and employee contributions.

15.1.4 Orthodontic coverage for employee's children shall be at the 50%/\$1000 plan.

15.2 In the event of termination of employment by an employee covered hereunder, the District shall not be obligated to continue payments for fringe benefits referred to Section 1 above beyond that last date of paid service of the employee.

15.2.1 The District will pay prorated benefits for part-time employees. Employees receiving District initiated reduction of hours will be

provided, at District expense, full benefits for the first year of such a reduction and prorated benefits each year thereafter for part-time service.

15.2.2 In the event the bargaining unit chooses a benefit package of lesser value than \$8199 in subsequent years, the dollar value difference of the two plans will be added to the salary ladder.

### 15.3 Benefits for Retirees Hired as Temporary Certificated Employees

15.3.1 An individual employed as a temporary certificated bargaining unit member who has retired from STRS or PERS shall not be entitled to the benefits set forth in this Article.

15.3.2 Section 15.3.1 shall not apply to a unit member's vested retirement benefits earned pursuant to Article 20 of this agreement.

## 16. Personnel Files

16.1 Materials in personnel files of unit members that may serve as a basis for affecting the status of their employment will be made available for the inspection of the unit member involved. These materials may be inspected by the unit member upon request provided that the request is made at a time when the unit member is not actually required to render services to the District.

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

## 17. Vacancies, Involuntary Transfers, & Reassignment

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

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

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

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

2153 17.1.4 To support the District's athletic programs and bring the  
2154 District in line with the Education Code 44919(B), for vacant athletic  
2155 coaching positions, the District shall offer those vacancies first to SFT  
2156 unit members who apply and are qualified and thereafter, to other  
2157 employees or walk-on coaching applicants.  
2158

2159 17.2 Involuntary Transfers  
2160

2161 17.2.1 Reasons for involuntary transfers shall include, but not be  
2162 limited to, the 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  
2169 different school, assignment or grade level.  
2170

2171 17.2.1.4 Recommendation on a final evaluation pursuant  
2172 to Article 13.  
2173

2174 17.2.2 Involuntary transfers shall be initiated by the Superintendent or  
2175 Principal. An involuntary transfer may preempt the provisions of  
2176 Section 17.1. In the event of an involuntary transfer pursuant to  
2177 Sections 17.2.1.3 or 17.2.1.4, the provisions of Section 17.1 shall apply  
2178 to the vacancy left by the involuntary transfer.  
2179

2180 17.2.3 A unit member shall be given a copy of the administrative  
2181 request to transfer and shall be granted a conference with the person(s)  
2182 requesting the transfer.  
2183

2184 17.2.4 A unit member shall not be assigned or transferred outside the  
2185 scope of his/her major or minor subject areas or competency within a  
2186 credential authorization without consultation or mutual approval.  
2187

2188 17.2.5 Involuntary transfers shall not be made with regard to age, race,  
2189 creed, religion, sex, national origin, or marital status.  
2190

2191 17.2.6 There shall be no reduction in basic teaching assignments  
2192 without mutual agreement of all parties involved except in cases of  
2193 staff reduction.  
2194

2195 17.2.7 A member involuntarily transferred shall not be required,  
2196 unless otherwise provided herein, to work beyond the workday of the  
2197 majority of the members assigned to the Summerville High School  
2198 campus.

2199  
2200 17.3 Involuntary Transfer Appeal  
2201

2202 17.3.1 A unit member transferred because of sections 17.2.1.1 or  
2203 17.2.1.2 above shall be given first consideration to a position for which  
2204 he/she is credentialed and qualified as positions become available.  
2205

2206 17.3.2 If a unit member objects to a transfer, she or he may request a  
2207 meeting with the appropriate District administrator and the  
2208 Superintendent. The unit member may invite a representative of the  
2209 Federation to be present at such meeting. The decision of the  
2210 Superintendent is final.  
2211

2212 17.3.3 If a unit member's assignment is changed during the summer  
2213 months, the District will immediately send written notification of such  
2214 change to the employee's last known address.  
2215

2216 17.4 Split Assignments  
2217

2218 17.4.1 Split assignments may be implemented according to 17.2.1.1 or  
2219 17.2.1.2 of this Article, but in no case shall an assignment be made to  
2220 more than two (2) sites as a part of the regular work day.  
2221

2222 17.4.2 A unit member on a split assignment shall be afforded ample  
2223 travel time.  
2224

2225 17.4.3 The total assignment between the two campuses shall not  
2226 exceed that of the normal work day.  
2227

2228 18. Peer Assistance and Review Purpose: ***Enforcement Suspended***  
2229

2230 18.1 The Peer Assistance and Review Program (from here on referred to as  
2231 PAR) is a cooperative effort by the Summerville Union High School District  
2232 (from here on referred to as "District") and the Summerville Federation of  
2233 Teachers (from here on referred to as the "Federation").  
2234

2235 18.1.1 The PAR program is to provide professional assistance and  
2236 continuous staff development to teachers in need of development in  
2237 subject matter knowledge or teaching strategies to improve student  
2238 performance.  
2239

2240 18.1.2 The program shall establish a feedback mechanism that allows  
2241 exemplary teachers to assist new and/or veteran teachers in need of  
2242 development in subject matter knowledge or teaching strategies, or  
2243 both.  
2244

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

## 18.2 Definitions:

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

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

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

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

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

18.3.1 Promote collaboration among Consulting Teachers and administrators.

18.3.2 Utilize instructional expertise from Consulting Teachers.

18.3.3 Enhance and improve classroom instruction to maximize students performance.

18.3.4 Establish a system of peer assistance and modeling by the consulting teacher.

18.3.5 Provide a Consulting Teacher to Participants who have received unsatisfactory evaluations in the summary.

18.3.6 Provide a Consulting Teacher to assist certificated personnel new to the District who are not eligible for the Beginning Teacher Support and Assessment (BTSA) program.

18.3.7 Provide a Consulting Teacher to teachers new to the District

18.3.8 Provide a Consulting Teacher to teachers requesting assistance.

18.3.9 Design an appropriate reporting process and time line for certificated staff in the program.

2291  
2292 18.4 Panel Selection: The peer panel (herein referred to as “Panel”) shall  
2293 consist of four certificated teachers and one administrator.  
2294

2295 18.4.1 Teachers seeking a position on the Panel will submit a letter of  
2296 interest to the faculty association.  
2297

2298 18.4.2 The certificated members of the Panel shall be selected by  
2299 majority vote of the certificated membership.

2300 18.4.3 Certificated Panel members shall not be considered  
2301 management under the Educational Employment Relations Act  
2302 (EERA).  
2303

2304 18.4.4 The administrative representative to the Panel shall be  
2305 appointed by the superintendent and approved by the Board.  
2306

2307 18.5 Panel Responsibilities:  
2308

2309 18.5.1 To assess recommendations from the administration for teacher  
2310 participation in the program whose performance is deemed  
2311 unsatisfactory.  
2312

2313 18.5.2 To recommend teachers to participate in the program who  
2314 volunteer for assistance.  
2315

2316 18.5.3 To evaluate the impact of the PAR program in order to improve  
2317 the program.  
2318

2319 18.5.4 To submit recommendations to the Federation and the Board  
2320 for improvement or changes in the program.  
2321

2322 18.5.5 To conduct classroom observation of potential Consulting  
2323 Teachers as needed.  
2324

2325 18.5.6 To attend scheduled Panel meetings.  
2326

2327 18.5.7 To establish a timeline of objectives and activities to be  
2328 performed by the Consulting Teacher.  
2329

2330 18.5.9 To select a chairperson for a one year term  
2331

2332 18.5.10 To select the Consulting Teacher after a needs assessment of  
2333 Participant.  
2334

2335 18.5.11 To assign a Consulting Teacher to a Participant.  
2336

2337 18.5.12 To recommend appropriate Consulting Teacher training.  
 2338  
 2339 18.5.13 To advise the Consulting Teacher of the procedure to be  
 2340 followed.  
 2341  
 2342 18.5.14 To terminate a Consulting Teacher whose performance does  
 2343 not meet the expectation of the program.  
 2344  
 2345 18.5.15 To review the final report of the Consulting Teacher related to  
 2346 the assistance plan and, if deemed necessary, seek clarification by  
 2347 interview with the Consulting Teacher.  
 2348  
 2349 18.5.16 To allocate Consulting Teacher stipend based on State  
 2350 funding.  
 2351  
 2352 18.5.17 To prepare a recommendation to the Superintendent related to  
 2353 the Participant's assistance plan.  
 2354  
 2355 18.6 Participant Selection Criteria:  
 2356  
 2357 18.6.1 Teacher who has been identified as performing in an  
 2358 unsatisfactory manner and is assigned for assistance.  
 2359  
 2360 18.6.2 First year teacher  
 2361  
 2362 18.6.3 Teacher new to the District  
 2363  
 2364 18.6.4 Volunteer Participant  
 2365  
 2366 18.6.4.1 A teacher who volunteers based upon  
 2367 administrative recommendation.  
 2368  
 2369 18.6.4.2 A teacher who volunteers to participate in the  
 2370 program.  
 2371  
 2372 18.7 Participant Selection Procedure:  
 2373  
 2374 18.7.1 All applicants will be referred to the PAR program by the  
 2375 Administration. Volunteer applicants will submit a letter of interest to  
 2376 the Administration.  
 2377  
 2378 18.7.2 Each referral shall be reviewed by the Panel to determine  
 2379 whether acceptance into the program is appropriate.  
 2380  
 2381 18.7.3 The teacher shall have the opportunity to make a presentation  
 2382 to the Panel.

2383  
2384 18.7.4 If the Panel rejects the referral, it shall provide the District with  
2385 the reasons in writing for the rejection.

2386  
2387 18.7.5 The Participant will be given guidelines and time lines  
2388 describing remediation procedures.

2389  
2390 18.7.6 The Consulting Teacher will develop a plan that will provide  
2391 sufficient staff development or correct any of the areas where  
2392 performance is unsatisfactory.

2393  
2394 18.7.7 This process will be completed between March 15 and the end  
2395 of the school year when the unsatisfactory evaluation was issued.  
2396 Upon mutual consent of the Panel and the Participant, the time line  
2397 may be extended up to one (1) month or twenty (20) teaching days.

2398  
2399 18.8 Consulting Teacher Qualifications:

2400  
2401 18.8.1 Experience:

2402  
2403 18.8.1.1 Permanent or retired employee of the District.

2404  
2405 18.8.1.2 Recent classroom experience of at least five  
2406 years in the District teaching subject area of major.

2407  
2408 18.8.1.3 Extensive teaching experience.

2409  
2410 18.8.2 Abilities and Skills:

2411  
2412 18.8.2.1 A range of teaching strategies and methods

2413  
2414 18.8.2.2 An understanding of how to meet the need of  
pupils in different contexts.

2415  
2416 18.8.2.3 Effective classroom management strategies.

18.8.2.4 Counseling and coaching strategies.

2417  
2418 18.8.2.5 Familiarity with specific curricular areas of  
participant.

2419  
2420 18.8.2.6 Effective and tactful communication strategies.

18.8.3 Other training may include:

2421  
2422 18.8.3.1 Observation procedures and program evaluation.

18.8.3.2 Peer counseling.

|      |                                                                                   |
|------|-----------------------------------------------------------------------------------|
| 2423 | 18.8.3.3 Curriculum design.                                                       |
| 2424 | 18.9 Consulting Teacher Selection Procedure: Each certificated teacher who        |
| 2425 | applies for the position of Consulting Teacher will:                              |
| 2426 | 18.9.1 Submit an application to be reviewed by the Panel.                         |
| 2427 | 18.9.2 Authorize the review of previous performance evaluations of the            |
| 2428 | applicant by the Panel.                                                           |
| 2429 | 18.9.3 Be observed in the classroom by a member of the Panel.                     |
| 2430 | 18.9.4 Interview with the Panel.                                                  |
| 2431 | 18.9.5 Be selected by a majority vote of four out of five Panel members.          |
| 2432 | 18.10 Service of a Consulting Teacher:                                            |
| 2433 | 18.10.1 One (1) or two (2) years depending on the needs of the participant.       |
| 2434 | 18.10.2 A Consulting Teacher may reapply for a new term.                          |
| 2435 | 18.11 Duties and Responsibilities of Consulting Teacher: Once a Participant has   |
| 2436 | been selected by the Panel to participate in the PAR program, all                 |
| 2437 | recommendations for conferences and staff development activities shall be the     |
| 2438 | sole responsibility of the Consulting Teacher. The Consulting Teacher shall give  |
| 2439 | guidelines and time lines describing the remediation procedure. By the end of the |
| 2440 | grading period, the Consulting teacher will develop a plan that will provide      |
| 2441 | sufficient staff development to correct any of the areas where performance is     |
| 2442 | unsatisfactory. There shall be frequent conversations, scheduled and              |
| 2443 | non-scheduled, between the Consulting Teacher and the Site Administrator          |
| 2444 | regarding the Participant. Each Consulting Teacher will:                          |
| 2445 | 18.11.1 Assist in writing clear performance goals with the Participant,           |
| 2446 | consistent with the California curriculum and teaching standards.                 |
| 2447 | 18.11.2 Recommend, in writing, appropriate staff development time line            |
| 2448 | of activities to improve the skills and knowledge of each Participant.            |
| 2449 | 18.11.3 Provide assistance that may include developing, providing or              |
| 2450 | arranging for classroom material, reviewing curriculum, suggesting and            |
| 2451 | discussing teaching and classroom arrangement techniques, record                  |
| 2452 | keeping requirements, demonstrating teaching techniques, arranging for            |
| 2453 | observations of other teachers, and planning instruction.                         |
| 2454 | 18.11.4 Conduct observations of each Participant at least once a month.           |
| 2455 | 18.11.5 Within five days of observation, provide a written review to each         |

2456 Participant.

2457 18.11.6 Provide a summary documenting areas of growth or areas of  
2458 needed improvement.

2459 18.11.7 Maintain schedule of activities.

2460 18.11.8 Send copies of observation reports to the site administration and  
2461 the Panel.

2462 18.11.9 Maintain a log for each Participant showing dates and time of  
2463 contacts, including a summary of conversations, observations, and other  
2464 forms of assistance provided.

2465 18.11.10 Inform the Panel of Participants who are not making satisfactory  
2466 progress and revise the assistance plan.

2467 18.11.11 Prepare a final report to address issues in the improvement plan,  
2468 staff development activities, and the level of achievement made by the  
2469 Participant.

2470 18.12 Compensation for Consulting Teachers and Panel Members:

2471 18.12.1 Current salary placement.

2472 18.12.2 Yearly allocation of each Consulting Teacher based on the State  
2473 allocation.

2474 18.12.2.1 A PAR consultant working with a first year teacher  
2475 receiving BTSA support or a teacher who is new to the District  
2476 (not a beginning teacher) shall receive fifty percent (50%) of the  
2477 stipend assigned to the Consultant of a voluntary or mandated  
2478 participant per semester. [For example, during the 2006-2007  
2479 school year, a PAR consultant who works with a voluntary or  
2480 mandated participant shall receive \$1200 per semester. A PAR  
2481 consultant who works with a first year teacher or a teacher new to  
2482 the District will receive \$600 per semester.] At the discretion of the  
2483 PAR committee, a PAR consulting teacher may be assigned to one  
2484 (1) or two (2) semesters. The consulting teacher shall be paid  
2485 relative to the one or two semester term of service.

2486 18.12.3 Each Consultant Teacher shall have a caseload not to exceed two  
2487 Participants. Each mandated Participant shall be part of the program for at  
2488 least one year. The PAR Panel shall decide the length of time for other  
2489 non-mandated participants (including first year teachers and teachers new  
2490 to the District), which shall be at least one semester.

2491 18.12.4 \$1,250 to be used at the Consulting Teacher's discretion for

2492 support and assistance of each Participant, i.e., supplies, conferences,  
 2493 release time or Subject Area Specialist but not for compensation of the  
 2494 Consulting Teacher.

2495 18.12.5 \$500 compensation per Panel member with reduction for non  
 2496 attendance proportionate to number of meetings missed.

2497 18.12.6 \$940 discretionary for Panel expense.

2498 18.13 Subject Area Specialist: At the request of the participating teacher, a  
 2499 Subject Area Specialist may be assigned to assist the participating teacher.

2500 18.13.1 The Federation and the District understand that every possible  
 2501 subject matter competency may not be available within the corps of  
 2502 Consulting Teachers, and therefore it shall occasionally be necessary to  
 2503 secure additional assistance to fully address identified deficiencies. In such  
 2504 cases, the Consulting Teacher maintains primary responsibility for the  
 2505 Individual Improvement Plan, but may function more as a case carrier who  
 2506 assures the availability of appropriate resources and services.

2507 18.13.2 The Consulting Teacher shall select Subject Area Specialist with  
 2508 approval of the Panel. A Subject Area Specialist is a Consulting Teacher  
 2509 that can be placed on assignment as the need arises. The selected Subject  
 2510 Area Specialists will continue in their current status until their services are  
 2511 needed. Their assignment will be determined annually. The Subject Area  
 2512 Specialist will provide direct support for the participating teacher and  
 2513 recommend appropriate staff development activities. The participating  
 2514 teacher will be introduced to other services available such as curriculum  
 2515 specialist, psychologist, speech therapist, and other support personnel to  
 2516 assist in the improvement of instruction.

2517 18.14 Panel Reporting Procedures:

2518 18.14.1 At the quarterly meeting the Consulting Teacher shall provide an  
 2519 oral report and all written documentation to the Panel regarding progress  
 2520 of each Participant.

2521 18.14.2 The participating teacher may be present for the presentation and  
 2522 will be given the opportunity to respond to the progress report.

2523 18.14.3 The participating teacher may not be present during the  
 2524 deliberation of the Panel, which is confidential. The Panel may request  
 2525 additional follow-up information from the Principal, Consulting Teacher,  
 2526 or the participating teacher.

2527 18.15 Conflict of Interest Clause: In the event that one of the Panel members is  
 2528 the Administrator who has deemed that a participating teacher's performance is  
 2529 unsatisfactory, he or she shall abstain from voting during consideration and

2530 review of that participating teacher's case.

#### 2531 18.16 Additional Provisions

2532 18.16.1 If expenditures for the PAR program exceed funds made available  
2533 through passage of ABIX, (Villaraigosa or successor legislation) the  
2534 District and Federation shall meet and negotiate additional funds.

2535 18.16.2 At the conclusion of each year that the program is in effect, if  
2536 revenue exceeds expenditures, the District and the Federation shall meet to  
2537 determine the allocation of the surplus in a manner that facilitates the  
2538 purposes of the PAR program and the staff development activities of the  
2539 District.

2540 18.16.3 It is understood and agreed that this program may terminate if for  
2541 any reason there exists an inability for full funding thereof through AB IX  
2542 (Villaraigosa or successor legislation).

2543 18.16.4 Nothing herein shall preclude the Superintendent and/or Board  
2544 members from examining information which they are entitled to by law  
2545 for review in connection with the report of the program review process.

2546 18.16.5 Nothing herein shall modify or in any manner affect the rights of  
2547 the Governing Board/District under provisions of the Education Code  
2548 relating to the employment, classification, retention, or non' re-election of  
2549 certificated employees.

2550 18.16.6 Nothing herein shall modify or affect the District's right to issue  
2551 notices of unsatisfactory performance and or unprofessional conduct  
2552 pursuant to Education Code Section 44938.

#### 2553 18.17 Participant Due Process Rights

2554 18.17.1 The Participant shall be entitled to review all reports generated  
2555 by the Consulting Teacher and Principal prior to their submission to the  
2556 Panel, and have his or her comments attached. The Consulting Teacher  
2557 shall provide the Participant with copies of such reports at least five (5)  
2558 working days prior to the meeting of the Panel at which the reports will be  
2559 considered.

2560 18.17.2 Participants who volunteered or were new to the District may  
2561 choose to have their final review placed in their personnel file. Participants  
2562 assigned to assistance will have their review placed in their personnel file.

2563 18.17.3 The Participant shall have the right, if a member of the  
2564 Federation, to be represented by the Federation in any meetings of the  
2565 Panel to which he/she is called and shall be given a reasonable opportunity  
2566 to present his/her point of view concerning any report being made.

2567 18.17.4 The decision to refer a Participant for intervention through this  
2568 program shall not be subject to the grievance process, nor shall a decision  
2569 to remove a Participant from the program be grievable.

2570 18.17.5 The Participant shall have the right to timely reports of progress  
2571 being made.

2572 18.17.6 The Participant shall have the right to present in writing to the  
2573 Panel why a specific Consulting Teacher should be replaced and another  
2574 Consulting Teacher substituted and have those reasons be considered by  
2575 the Panel.

2576 18.17.7 A Participant shall not have multiple evaluators or Consulting  
2577 Teachers.

2578 18.17.8 The PAR program in no manner diminishes the legal rights of  
2579 bargaining unit members of the District.

2580 18.17.9 A Participant shall not have access to the grievance process to  
2581 challenge the contents of reports, review, or decisions of the Consulting  
2582 Teacher, principal or Panel, but may file responses that become part of the  
2583 official record of the intervention.

2584 18.18 Consulting Teacher Due Process: Consulting Teachers shall be held  
2585 harmless and are protected from legal liability in the execution of their assigned  
2586 duties. The District shall provide legal defense, if necessary, at no expense to the  
2587 Consulting Teacher. Consulting Teachers shall not be considered management  
2588 under the EERA.

2589 18.19 Program Phase-in: The successful implementation of the program required  
2590 adoption of a standards-based evaluation system. The District and the Federation  
2591 developed such a system during the second semester of 1999-2000 school year for  
2592 implementation for the 2000-2001 school year. The evaluation system is based on  
2593 the California Standards for the teaching Profession (CSTP). The initial PAR  
2594 Panel was selected prior to June 30, 2000.

## 2595 19. Expense Reimbursement

2596 19.1 Unit members will be reimbursed for approved job-related expenses. Prior  
2597 approval by the Superintendent/designee(s) is required for reimbursement.

2598 19.2 Unit members approved to travel may use a District vehicle if one is  
2599 available. District vehicles are to be used for school business only and may only  
2600 be driven by drivers approved by the District. Unit members must possess a valid  
2601 California driver's license to operate a District vehicle.

2602 19.3 If a District vehicle is not used, a unit member may use a private vehicle  
2603 provided it is in safe operating condition. Mileage expenses will be reimbursed at

2604 the IRS allowable rate until the amount set aside for mileage is exhausted from  
2605 the budget. No reimbursement will be made for mileage to and from the unit  
2606 member's residence and work site.

## 2607 20. Early Retirement

2608 The Board of Education wishes to provide an early retirement incentive program  
2609 to certificated employees who wish to retire early. The program will be in effect  
2610 until June 30 of the current contract year. Vesting occurs only when a certificated  
2611 employee meets the eligibility requirements set forth below.

2612 The provisions of this program are as follows:

### 2613 20.1 Eligibility

2614 20.1.1 Certificated employees who (1) are eligible to retire under the  
2615 State Teachers Retirement System, (2) who have served at least ten (10)  
2616 years of continuous service in this District, and have reached the age of  
2617 55 are eligible for the Early Retirement Benefit.

2618 20.1.2 Part-time employees will receive a percentage of any benefit  
2619 package equal to the average of their full-time equivalency over the last  
2620 ten (10) years of service.

2621 20.1.3 Retirees who have already received five (5) years of medical  
2622 benefits, but are still under the age of 65, may continue the medical  
2623 benefits at their own expense until they reach age 65.

2624 20.1.4 A certificated employee not eligible to retire under the State  
2625 Teacher Retirement System, but who has 25 years in this district may  
2626 participate in the early retirement benefit program without retiring  
2627 through STRS. Section 20.1.4 shall not apply to any unit member who is  
2628 first employed after July 1, 2018. (Article 20.1 revised 9/6/2019)

2629 20.1.5 Except as provided in Section 20.1.4, an eligible unit member  
2630 must retire as an active member of STRS within 60 calendar days of the  
2631 effective date of his or her resignation in order to receive the retirement  
2632 benefits set forth in Section 20.1.3 (Article 20.1.5 added 9/6/2019)

### 2633 20.2 Benefits

#### 2634 20.2.1 Health Benefits for Retirees and Dependents

2635 20.2.1.1 The District will contribute, up to the benefit cap,  
2636 the full cost of health insurance for the employee and dependents  
2637 in effect at the time of the employee's retirement for a period of  
2638 five years or until the participant reaches age 65, whichever comes  
2639 first. The District's share of health benefits for part-time employees

2640 will be on the same pro- rata basis as in the last year of  
2641 employment.

2642 20.2.1.2 If the annual cost of the option chosen by the retiree  
2643 exceeds the medical benefit cap the retiree can make supplemental  
2644 payments to the District on a monthly basis.

2645 20.2.1.3 Participants may continue the health insurance  
2646 benefits at their expense after the contract period until they (or  
2647 their spouse) reaches age 65.

2648 20.2.2 In Lieu Payments - The retiree may select the option of in lieu  
2649 payments for medical benefits up to five years or age 65.

2650 20.3 Requirements

2651 Employees must submit a letter of resignation to the Superintendent prior  
2652 to March 1 of the current school year.

2653 20.4 Application to Heirs

2654 The Parties agree that any annuity payments will be passed on to the  
2655 Estate of the unit member; or, if no Estate, to the unit member's closest  
2656 heir.

2657 20.5 Loss of Medical Benefits

2658 The District will have no responsibility to continue providing for a  
2659 retiree's medical benefits if the retiree fails to make his/her monthly  
2660 premium payments.

2661 20.6 Nothing in this Article or Section shall prohibit the District and the CFT  
2662 from negotiating additional early retirement incentives for certificated unit  
2663 members.

2664 21. Miscellaneous Provisions

2665 21.1 Any individual contract between the District and an individual employee  
2666 of the bargaining unit shall be subject to and consistent with the terms and  
2667 conditions of this Agreement. If an individual contract contains any language that  
2668 is inconsistent with this Agreement, this Agreement during its duration shall be  
2669 controlling.

2670 21.2 This Agreement shall constitute the full and complete commitment  
2671 between the parties hereto and shall supersede and cancel any and all previous  
2672 agreement both written and oral. This Agreement will not be altered, changed,  
2673 added to, deleted from or modified unless mutual consent of the parties is  
2674 obtained in writing and made a signed amendment to this Agreement.

2675 21.3 The provisions of this Agreement shall not be misinterpreted or  
2676 misapplied in a manner which is arbitrary, capricious or discriminatory. Rules  
2677 which are designed to implement this Agreement shall be uniform in application.

2678 21.4 All instructional assignments will be made by the administration. Every  
2679 attempt will be made to recognize years of service to the District when making  
2680 such assignments. This is inclusive of the assignments of content area, preparation  
2681 periods, summer school and eighth period.

2682 22. Statutory Changes

2683 Mandated improvements or reduction in unit member benefits, which are brought  
2684 about by an amendment to or a statutory change in California or Federal law shall  
2685 be incorporated into this Agreement.

2686 23. Savings Clauses

2687 If any provisions of this Agreement are held to be contrary to law by a court of  
2688 competent jurisdiction, such provisions will not be deemed valid subsisting except  
2689 to the extent permitted by law, but all other provisions will continue in full force  
2690 and effect.

2691 24. Concerted Activities

2692 24.1 It is agreed and understood that there will be no strike, work stoppage,  
2693 slowdown, concerted action or other interference with the operations of the  
2694 District by the Federation or by its officers, agents, or members during the term of  
2695 this Agreement or during any agreed upon extension thereof.

2696 24.2 The Federation recognizes the duty and obligation of its representatives to  
2697 comply with the provisions of this Agreement and to make every effort toward  
2698 inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or  
2699 other concerted action, the Federation agrees, in good faith, to take all necessary steps to  
2700 encourage those unit members to cease such action.

2701 24.3 During the term of this Agreement or any agreed upon extension thereof,  
2702 the District agrees that it will not lock out unit members, or refuse to submit  
2703 disputes to advisory arbitration pursuant to the grievance procedure.

2704 25. Open Negotiations

2705 Each party may annually open negotiations on additional articles other than  
2706 salary and health benefits. Additional articles may be opened or introduced by  
2707 mutual agreement of the parties or as the result of new legislation. Beginning  
2708 the 2015-2016 school year, negotiations will be limited to four articles per side  
2709 in addition to salary and benefits.

2710 25.1 During the term of any agreement, either party may negotiate salary,  
2711

benefits, and two other articles. The parties may also open any other articles upon mutual agreement.

26. Durations

26.1 The Parties enter into a successor Agreement which is effective from July 1, 2025, through and including June 30, 2028, This Agreement shall conclude negotiations for the 2025-2026, 2026-2027, and 2027-2028 school years on all issues.