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2015-2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

AND

SUMMERVILLE FEDERATION OF TEACHERS

LOCAL 6007, CFT/AFT, AFL-CIO

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1. Agreement

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

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

1.3 This agreement shall remain in full force and effect from July 1, 2015 until June 30, 2018.

2. Recognition

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

3. Non-Discrimination

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

4. Negotiation Procedures

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

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

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

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

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

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

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

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

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

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

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

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205 5. Federation Rights

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- 5.1 The District authorizes the Federation to use the school facilities at times other than normal working hours of student instruction as long as the Federation submits the appropriate Civic Center Act form to the Superintendent or his/her designee. In emergencies, the Superintendent or his/her designee may authorize the Federation to use the District facilities during normal working hours as long as the Federation declares in writing that the use of such facilities does not interfere with the instructional day. Arrangements shall be made for the use of school facilities through the Superintendent or his/her designee.
 - 5.2 The Superintendent or his/her designee shall grant the Federation use of school equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment or facilities does not interfere with the normal student instruction or work production of the District. The Federation shall pay for all and any costs incurred by the District incidental to such use of the equipment by the Federation.
 - 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

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

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

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

266
267 5.8 Representation Fee (Fair Share) Maintenance of Membership

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

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

283
284 5.9 Hold Harmless and Indemnify

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

292
293

294 5.9.2 The Federation’s indemnity shall include, but not be limited to, wages,
295 damages, judgments, fees, fines, court costs, attorney fees, and any back
296 pay, or other penalties awarded by any court, arbitrator, or PERB order,
297 judgment or settlement. The Federation’s indemnity shall not apply to the
298 District’s failure to implement its ministerial duty as required by the
299 agency fee provisions in the contract.

300
301 5.9.3 The Federation shall have the exclusive right to decide and determine
302 whether any such claims or suits referred to in the above referenced
303 paragraphs shall or shall not be compromised, resisted, tried, or appealed.
304

305 6. Management Rights Clause
306

307 6.1 District Powers, Rights, and Authority. It is understood and agreed that the
308 District retains all of its powers and authority to direct, manage, and control to the
309 extent allowed by the law and to the extent not specifically abridged by the
310 express terms of this Agreement. Included in, but not limited to, those duties and
311 powers are the right to: determine staffing levels; determine the number and kinds
312 of personnel required; determine the number of hours assigned to new positions;
313 determine level of services at any site; cease engaging in any activity; layoff
314 employees; schedule in-service training days; set guidelines concerning student
315 conduct and discipline; selection of employees for hiring panels except if the
316 District designates a panel member as a Union representative; establish its
317 educational policies, goals, and objectives; insure the rights and educational
318 opportunities of students; determine District curriculum; design, build, move, or
319 modify facilities; establish budget procedures and determine budgetary
320 allocations; determine the methods of raising revenue; and take any action on any
321 matter in the event of an emergency as provided in Section 6.3 herein. The
322 District’s exercise of its powers, rights, and authorities as herein contained shall
323 not be subject to the Grievance Article found at Section 7 of this Agreement.
324

325 6.2 Limitation on District’s Exercise of Management Rights. The District, in its
326 exercise of the foregoing powers, rights, authority, duties, and responsibilities
327 cannot unilaterally modify any of the following if the matter is the proper subject
328 of negotiation between the parties: the specific and express terms of this
329 Agreement, Board Policy, Administrative Regulation, or past practice.
330

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

338 The District shall keep the local chapter president informed of the emergency, the
339 expected duration and the specific articles that need to be suspended. The parties
340 agree to meet, if necessary, once the emergency condition is resolved to discuss
341 any continuing needs to alter the contract because of the emergency.
342

343 7. Grievance & Arbitration

344
345 7.1 Definitions

346
347 7.1.1 A "grievance" is an alleged violation, misinterpretation, or
348 misapplication of the terms and conditions of this Agreement.
349

350 7.1.2 A "grievant" refers to any employee of the bargaining unit covered
351 by the terms of this Agreement or by the Federation.
352

353 7.1.3 A "working day" is any day the District office is open for business.
354

355 7.2 Purpose

356
357 7.2.1 The Purpose of this procedure is to secure at the lowest possible
358 administrative level solutions to the problems which may, from
359 time to time, arise concerning the provisions of this Agreement.
360

361 7.2.2 It is completely understood and agreed that nothing contained
362 herein will be construed as limiting the right of any employee of
363 the bargaining unit having a grievance to discuss the matter with
364 the Superintendent or his/her designee and to have the grievance
365 adjusted without intervention of the Federation, provided that the
366 adjustment is consistent with the terms of this Agreement and that
367 the Federation has been given an opportunity to be present at such
368 adjustment and to state its views.
369

370 7.3 Procedure

371
372 7.3.1 Since it is important that the grievance be processed as rapidly as
373 possible, the time table specified at each level hereafter followed
374 should be considered as a maximum and every effort should be
375 made to expedite the process. The time limits specified may
376 however be extended by mutual agreement.
377

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

382 practical.

383

384 7.3.3 Level One

385

386 7.3.3.1 Within twenty (20) working days after the alleged
387 occurrence of the act or omission giving rise to the
388 grievance, the grievant must first discuss it with the
389 Superintendent or his/her designee, at a mutually agreeable
390 time, either directly or through the Federation's designated
391 representative, with the objective of resolving
392 the matter.

393

394 7.3.4 Level Two

395

396 7.3.4.1 If the aggrieved person is not satisfied with the disposition
397 of his/her grievance at LEVEL ONE, or if no decision has
398 been rendered within ten (10) working days after
399 presentation of the grievance, he/she may file the grievance
400 in writing simultaneously with the Superintendent's office
401 and the president of the Federation within five (5) working
402 days after the decision at LEVEL ONE or fifteen (15)
403 working days after the grievance was presented, whichever
404 is sooner.

405

406 7.3.4.2 The grievance shall be in writing and shall include:

407

408 7.3.4.2.1 The name of the aggrieved.

409

410 7.3.4.2.2 The date of the alleged violation.

411

412 7.3.4.2.3 The provision or provisions allegedly violated.

413

414 7.3.4.2.4 The specific remediation proposed by the
415 aggrieved.

416

417 7.3.4.3 Within ten (10) working days, as defined in 7.1.3, after the
418 receipt of the written grievance by the Superintendent's
419 office, he/she or his/her designee will meet with the
420 aggrieved and a representative of the Federation in an effort
421 to resolve it. The ten (10) working day period can be
422 extended by mutual agreement of the parties.

423

424 7.3.5 Procedures for Level Three or Level Four

425

426 7.3.5.1 If the aggrieved is not satisfied with the disposition at
427 LEVEL TWO, or if no decision has been rendered within
428 ten (10) working days after the LEVEL TWO filing, the
429 grievant may ask the Federation to appeal the grievance
430 within ten (10) days after the LEVEL TWO decision
431 should have been transmitted. The request to appeal to
432 LEVEL THREE or LEVEL FOUR shall be made to
433 the Federation, with a copy to the Superintendent/designee.
434 The Federation shall have ten (10) working days to
435 determine whether to initiate an appeal to LEVEL THREE
436 (Grievance Mediation) or LEVEL FOUR (Arbitration). The
437 Federation's selection of a Level Three Appeal does not
438 preclude it from exercising its right under Section 7.3.7.
439 The discretion to appeal and the decision as to which level
440 to appeal rests solely with the Federation.
441

442 7.3.6 Level Three -- Grievance Mediation

443

444 If the grievant is not satisfied with the decision at LEVEL TWO, he/she
445 may request that the Federation submit the matter to grievance mediation.
446 The decision to submit the matter to mediation rests solely with the
447 Federation. A mediator shall be selected from a panel provided by the
448 California Mediation and Conciliation Service if one of the State
449 Mediators is not assigned. The mediator shall attempt to assist the parties
450 in resolving the issue(s). If the mediator is unable to resolve the matter(s),
451 the Federation may request that the matter be submitted to LEVEL FOUR
452 of these procedures.
453

454 7.3.7 Level Four - Binding and Advisory Arbitration

455

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

470
471 7.3.7.2. The parties shall attempt to select a mutually acceptable
472 impartial arbitrator. If the signatories hereto are unable to
473 agree upon an arbitrator within ten (10) working days, a
474 request for a list of arbitrators shall be made to the
475 California State Mediation & Conciliation Service by either
476 party, and the parties will then be bound by the C.S.M.C.S.
477 rules in the selection of an impartial arbitrator and the
478 conduct of the arbitration.

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

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

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

509
510 7.3.7.4.2 If a grievant alleges that the District has violated
511 multiple contract Articles, one or more of which is
512 an alleged violation, misinterpretation, or
513 misapplication of Article 8 or Article 9, the

514 Arbitrator's decision as to Articles 8 and/or 9 shall
515 be advisory while his or her decision as to any other
516 article shall be binding. The parties agree that the
517 arbitrator must handle all issues during the same
518 arbitration hearing unless the parties stipulate
519 otherwise.

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

528
529 7.3.8 Board's Authority to Modify Decision of Arbitrator

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

538
539 7.3.9 Sole & Exclusive Method

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

543
544 7.3.10 Reprisals & Representation

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

551
552 7.3.10.2 A unit member may be represented up to mediation by
553 her/himself or any other person of her/his choosing.

554
555 8.0 Public Charges & Special Complaints

556
557 8.1. If parents, students, employees or community members have a complaint against

558 a unit member, the District Superintendent or his or-her designee will request that
559 the complainant communicate directly with the person against whom the
560 complaint is lodged. The District Superintendent or his or her designee will
561 encourage the complainant to try to resolve concerns with the unit member
562 personally.
563

564 8.2 After the District Superintendent or designee has received the verbal complaint
565 against a unit member, he or she shall contact the unit member in person, by
566 phone, or by-mail, or email by the end of the next business day to advise him or
567 her of the nature of the complaint and provide the unit member with all available
568 information that the District has regarding the complaint.
569

570 8.3 If the complaint is not resolved informally, or if the complainant is not willing or
571 elects not to meet with the unit member, the complainant may submit the
572 complaint in writing, signed by the complainant.
573

574 8.4 If the complainant is not willing to meet with the unit member or to put
575 the complaint in writing, the Superintendent or designee shall take no further
576 action unless the District Superintendent or his or her designee concludes that the
577 alleged conduct, if true, may constitute a violation of Education Code sections
578 44932, 44933, 44938, 44949, or 44940.5.
579

580 8.5 If the complaint is reduced to writing, the District Superintendent or his or her
581 designee shall make a prudent effort to provide the unit member with a written
582 copy of the complaint within one school day of receiving the written complaint,
583 but not later than five (5) school days.
584

585 8.6. If the District Superintendent or his or her designee determines that the written
586 complaint will result in a written warning or greater disciplinary action, the
587 District Superintendent or his or her designee shall notify the unit member, in
588 writing, and the matter shall then proceed pursuant to Article 9 of the contract.
589

590 8.7 The unit member has the right to request that he or she be accompanied by a
591 representative to any meeting pursuant to this Article.
592

593 8.8 Once the complaint has been reduced to writing, the District Superintendent or his
594 or her designee shall be responsible for completing an investigation, which shall
595 include an interview with the unit member against whom the complaint has been
596 lodged.
597

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

- 602 and the complainant in writing.
603
604 8.10 The District Superintendent or his or her designee shall share a summary of the
605 investigation, including the documentation received from witnesses or
606 complaining party during the investigation, and his or her conclusions concerning
607 the complaint with the unit member at the conclusion of the investigation.
608
609 8.11 No unit member shall be disciplined, except for just cause, as outlined in Article 9
610 of this Agreement or in the California Education Code.
611
612 8.12 The unit member shall be entitled to file a grievance as provided for in
613 Article 7 of the Agreement.
614
615 8.13 The unit member's failure to file a grievance or to respond to the complaint or
616 charge will in no way be construed as an admission that the allegation contained
617 in the charge or complaint is true.
618
619
620 9.0 Disciplinary Action Short of Dismissal
621
622 9.1 The terms “disciplinary action” and “discipline” as used in this Article shall
623 mean: a letter of warning, a letter of reprimand, and/or a suspension with or
624 without pay for up to school days¹ for an offense committed by a unit member.
625 The following are not considered disciplinary action pursuant to this Article and
626 as a result are specifically excluded from the provisions and procedures of this
627 Article: oral warning, incident report, or deduction of pay for being absent
628 without leave (AWOL).
629
630 9.2 This article is not intended to limit the District’s right to initiate disciplinary
631 action under the California Education Code or the California Government Code,
632 nor shall it limit any rights that a unit member has under law. Discipline under
633 this article shall not be regarded as a precondition to proceedings under the
634 California Education Code or California Government Code.
635
636 9.3 Also specifically excluded from the provisions and procedures of this article are
637 actions taken by the District as part of the process of performance observation,
638 review, or evaluation pursuant to the provisions of Article 13 - Evaluation
639 Procedures or to the placement of materials in the unit member’s personnel file
640 pursuant to the provisions of Article 16 - Personnel Files.
641

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

642 9.4 “Disciplinary action” shall be for just cause and shall be administered in
643 accordance with the provisions of this Article. Any “disciplinary action” should
644 be reasonably related to the nature of the offense committed by the unit member
645 and should take into account prior discipline imposed on the unit member (if any).

646
647 The term “just cause” shall mean:

648
649 9.4.1 The employee was aware of, or should have been aware of, the lawful
650 rules, orders or expected conduct or performance.

651
652 9.4.2 The employee was given an opportunity to be heard and explain his/her
653 actions prior to the disciplinary action.

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

658
659 9.4.4 The penalty imposed is reasonably related to the seriousness of the
660 offense.

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

671
672 9.6 Procedure for Letters of Warning and Letters of Reprimand:

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

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

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

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) school 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”).

727 9.7.1.1 The Notice shall be personally served upon the unit member or
728 sent to the unit member's last known address by certified mail,
729 return receipt requested.
730

731 9.7.1.2 Where the unit member has utilized the services of a CFT
732 representative during the investigation, the District Superintendent
733 shall also send a copy of the Notice to the CFT representative by
734 first-class mail or by facsimile.
735

736 9.7.1.3 The Notice shall contain a statement of the specific acts and/or
737 omissions upon which the intended disciplinary action is based,
738 and if it is claimed that the unit member has violated a District rule
739 or regulation, the rule or regulation shall be set forth in the notice.
740

741 9.7.1.4 The Notice shall indicate the recommended period of the
742 Suspension without Pay.
743

744 9.7.2 Before the District Superintendent may impose the Suspension without
745 Pay, the District Superintendent or, at his or her sole discretion, a
746 designee, must hold a Skelly Meeting with the unit member or, if
747 requested by the unit member, the unit member and a representative.
748
749

750 9.7.1.2 The District Superintendent or his or her designee shall inform the
751 unit member of the right to be accompanied to the Skelly Meeting
752 by a representative.
753

754 9.7.2 Within ten (10) workdays following the Skelly Meeting, the District
755 Superintendent shall notify the employee of his or her decision regarding
756 the recommended disciplinary action.
757

758 9.7.2.1 If the District Superintendent's decision is to impose a
759 suspension without pay pursuant to this Article, the
760 suspension without pay shall commence on the eleventh
761 (11th) workday following the unit member's receipt of the
762 Notice from the Superintendent as required by Section
763 9.7.2.
764

765 9.7.2.2 During the ten-work day period following receipt of the
766 District Superintendent's decision, the unit member may
767 request an appeal of the District Superintendent's decision
768 by delivering such a request in writing to the District
769 Superintendent's Office within that ten (10) workday
770 period.

771
772 9.7.2.3 If the unit member does not timely deliver a written request
773 for an appeal by the close of the Superintendent's Office on
774 the tenth workday after receipt of the District
775 Superintendent's decision, the unit member will have
776 waived his or right to appeal.
777
778 9.8 Appeal of District Superintendent's Decision to Suspend a Unit Member Without
779 Pay Pursuant to this Article
780
781 9.8.1 If the unit member, in a timely manner, files a request for an appeal, the
782 following procedures shall apply:
783
784 9.8.1.1 The appeal hearing shall be conducted by an arbitrator
785 selected from a list provided by the California State
786 Mediation and Conciliation Office pursuant to the
787 following procedures:
788
789 9.8.1.1.1 Within five (5) workdays of the unit
790 member's request for an appeal, the District
791 Administration shall obtain a list of names
792 of five arbitrators from the California State
793 Mediation and Conciliation Office.
794
795 9.8.1.1.2 The parties shall select an arbitrator via an
796 alternating system of striking names. The
797 winner of the coin flip shall strike the first
798 name.
799
800 9.8.1.2 The arbitrator shall hold a hearing and shall issue written
801 findings of fact and a conclusion regarding the District
802 Superintendent's Suspension Order.
803
804 9.8.1.2.1 The hearing shall be held at the earliest
805 convenient date, taking into consideration
806 the established schedule of the Arbitrator and
807 the availability of counsel and witnesses. The
808 parties shall be notified of the time and place
809 of the hearing. The unit member shall be
810 entitled to appear personally, produce
811 evidence, and have counsel.
812
813 9.8.1.2.2 The procedure entitled "Administrative
814 Adjudication" commencing at Section

815 11500 of the Government Code shall not be
816 applicable to any such hearing before the
817 Arbitrator. The Arbitrator shall be bound by
818 rules or evidence used in California courts.
819 Informality in any such hearing shall not
820 invalidate any order made by the Arbitrator.
821
822 9.8.1.2.3 The pre-hearing discovery procedures set
823 forth in the Administrative Procedure Act
824 shall not apply to this process.
825
826
827 9.8.1.2.4 The Arbitrator may permit, request, or
828 require the parties to submit briefs prior to
829 or following the hearing.
830
831 9.8.1.3 The Arbitrator must uphold, modify, or reject the District
832 Superintendent's decision regarding the unit member's
833 suspension without pay.
834
835 9.8.1.4 The Arbitrator's decision shall be in writing and provided
836 to both parties.
837
838 9.8.1.5 The Arbitrator's decision is binding on both
839 Parties.
840
841 9.8.1.6 Regardless of the Arbitrator's decision, the costs for the
842 services of the Arbitrator, including per diem expenses, if
843 any, and his/her travel and related expenses, and the costs
844 of any hearing room will be borne equally by the District
845 and the Federation.
846
847 9.8.1.7 General Provision. Even when the unit member has timely
848 filed a notice of appeal pursuant to this Section, the District
849 Superintendent may place a unit member on an
850 administrative leave of absence with pay prior to a hearing
851 before the Arbitrator if the District Superintendent
852 determines, in his or her exclusive discretion, that the unit
853 member's presence on campus could disrupt the
854 educational process or place a student, staff, or member of
855 the public at risk.
856
857 9.8.1.8 All information and proceedings regarding any of the above
858 actions or proposed actions shall be kept confidential by all

859 parties to the proceeding. The notification to the unit
860 member and to the unit member's representative as set
861 forth herein shall not be deemed a violation of the terms of
862 this paragraph.

863
864 10. Teaching Hours & Working Conditions

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

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

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

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

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

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

899
900 All school schedules must receive Administrative approval before
901 implementation.

902

- 903 10.2 The annual school year shall consist of 183 workdays with three days set aside for
904 workdays (non-student days) unless one of those is needed to make up for a snow
905 day, and any additional staff development days arranged by the Administration
906 pursuant to Article 10.12.1.
907
- 908 10.3 The annual school calendar shall be mutually agreed upon by the District and
909 Federation by January 31 of the year preceding that school year. Meetings of the
910 instructional staff, after the end of the school day, required by the District shall
911 not exceed four (4) in any year unless by mutual agreement.
912
- 913 10.3.1 All certificated classroom instructors shall update student grades in the
914 District's electronic recording keeping system at a minimum of every
915 fifteen (15) school days after a student is enrolled in the class so that
916 parents/guardians/caregivers can regularly monitor their child's progress
917 and achievement.
918
- 919 10.4 All bargaining unit employees shall have a duty-free lunch period each school day
920 of not less than thirty (30) minutes which shall be allowed as near noon as is
921 reasonably possible.
922
- 923 10.5 A full-time unit member will be assigned an appropriate schedule reflecting an
924 instructional assignment to include a preparation period equal in time to the
925 lengthiest instructional period.
926
- 927 10.6 Each unit member when required to do so, shall counsel, tutor, or otherwise
928 instruct with students, parents and other interested parties subsequent to the close
929 of the student work day and prior to the close of the unit member's work day.
930
- 931 10.7 Unit members shall not absent themselves from school during the school day
932 unless approved by the Superintendent or his/her designee. The Superintendent or
933 his/her designee must know the immediate whereabouts of each unit member
934 during the school day.
935
- 936 10.8 Mandated duties are those duties at which certificated supervision is required by
937 law. Mandated duties shall be assigned as equitably as possible by the
938 Superintendent or his/her designee. All other duties shall be purely voluntary.
939
- 940 10.9 Substitute teachers will be assigned to all schools in an appropriate fashion. For
941 unit members assigned to a necessary small school, the District will assign a
942 substitute after the first day of a colleague's absence unless waived by the non-
943 absent unit member. The District retains the right to assign a substitute on the first
944 day of a certificated unit member's absence. If the non-absent staff member does
945 not request a substitute, no additional compensation will be paid to the staff
946 member who covers both assignments.

- 947
948 10.10 Teaching Conditions
949
950 10.10.1 A serviceable desk and chair of adequate size shall be placed in
951 each classroom for the unit member's use.
952
953 10.10.2 A communication system shall be placed in each classroom so that
954 unit members can communicate with the Superintendent's office
955 from their classroom.
956
957 10.10.3 Any unit member who becomes aware of an alleged safety hazard
958 or what may be a safety hazard within the school building or school
959 premises shall, as soon as reasonably prudent, inform the
960 Superintendent or his/her designee.
961
962 10.10.4 Bargaining unit employees shall not be required to work under
963 conditions which are contrary to law or which endanger their health
964 or safety.
965
966 10.11 Unit Member Safety
967
968 10.11.1 Every unit member shall report known unsafe working conditions to
969 his/her immediate supervisor as soon as reasonable and prudent.
970
971 10.11.2 If upon investigation, the District determines that an unsafe
972 condition exists, the District shall correct the situation as soon as
973 possible.
974
975 10.11.3 If an unsafe condition is not resolved through the unit member's
976 immediate supervisor, the unit member may grieve the condition.
977
978 10.11.4 The District will facilitate actions against students or adults who
979 abuse, assault, or upbraid employees.
980
981 10.12 Staff Development Days
982
983 10.12.1 The District and Federation agree to schedule at least two (2) five
984 (5) hour staff development days per school calendar year in
985 accordance with the terms set forth below.
986
987 10.12.1.1 Each employee shall receive \$220 per day for
988 attending the five (5) hour staff development
989 day.
990

991 10.12.1.2 Neither sick leave nor personal necessity
992 leave can be used to obtain compensation in
993 the event of a unit member's non-attendance.
994

995 10.12.1.3 If the staff development day extends beyond
996 a five (5) hour block, which shall not include
997 a lunch break, the District shall pay each
998 employee who stays beyond the five (5) hour
999 block \$33.00 per hour.

1000

1001 10.12.1.4 Staff must attend the full five (5) hour staff
1002 development in order to receive the \$220.00.
1003

1004 10.12.2 The District may schedule additional "targeted staff development
1005 activities or events. Employees for whom the staff development
1006 activities or events are targeted shall receive \$33.00 per hour.
1007

1008 10.12.3 All AB 825 staff development referenced above is voluntary.
1009

1010 10.12.4 The District and Federation have agreed upon the above-reference
1011 amounts based on the assumption that the District shall receive
1012 \$1,000.00 per eligible staff member.
1013

1014 10.12.4.1 If the base amount of money the District
1015 receives per eligible staff member changes,
1016 the parties shall "meet and confer" regarding
1017 the increase or decrease to the base.
1018

1019 10.12.4.2 The District shall annually add the COLA it
1020 receives on the Block Grant pursuant to AB
1021 825 to the daily and hourly rate.
1022

1023 10.12.4.2.1 The District shall apply the
1024 COLA it received for the
1025 2006-2007 school
1026 year to the hourly and daily
1027 rate for the April 9, 2007, staff
1028 development day. [The \$220
1029 daily and \$33 hourly
1030 rate shall apply for the Staff
1031 Development Day scheduled
1032 in January of 2007.]
1033

1034 10.12.5 The provisions of Section 10.12 shall apply only as long as the State

1035 funds staff development days pursuant to AB 825.

1036
1037 11. Leaves of Absence

1038
1039 11.1 Personal Illness or Injury

1040
1041 11.1.1 Full-time unit members shall be entitled to ten (10) days of sick leave with
1042 full pay each school year for purposes of personal illness or injury. Credit
1043 for leave of absence need not be accrued prior to taking the leave by the
1044 employee and the leave of absence may be taken at any time during the
1045 school year.

1046
1047 11.1.2 Unit members working less than full time shall be entitled, during each
1048 school year of service, to that portion of ten (10) days of sick leave as the
1049 number of hours per week of scheduled duty relates to the number of hours
1050 for a full-time unit member in a comparable position.

1051
1052 11.1.3 Unit members who are required to work more than one hundred and eighty-
1053 three (183) days per academic year (excluding any scheduled staff
1054 development days) shall be credited an additional day of sick leave for
1055 every additional eighteen (18) days or major fraction thereof.

1056
1057 11.1.4 If a unit member does not utilize the full amount of leave as authorized in
1058 section 11.1.1, 11.1.2, or 11.1.3 above in any school year, the amount not
1059 utilized shall be accumulated from year to year.

1060
1061 11.1.5 A unit member must contact his immediate supervisor or school secretary
1062 or other employee responsible for securing substitutes as soon as the need
1063 to be absent is known, but in no event less than one (1) hour prior to the
1064 start of the work day to permit the employer time to secure a substitute
1065 service.

1066
1067 11.1.6 A unit member who is absent shall have deducted from the accumulated
1068 leave corresponding time based on hourly segments.

1069
1070 11.1.7 Each unit member shall be notified of the accumulated leave by no later
1071 than October 15 of each school year.

1072
1073
1074 11.2 Bereavement Leave

1075
1076 11.2.1 All members of the bargaining unit shall be entitled to the following days
1077 of paid bereavement leave upon the death of any member of his/her
1078 immediate family or relative living in his/her household:

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11.2.1.1 Three days if the travel distance is less than 300 miles

11.2.1.2 Four days if the travel distance is between 300 and 399 miles, or

11.2.1.3 Five days if travel exceeds 400 miles.

11.3 Jury Duty Leave

11.3.1 A unit member who serves on jury duty will be granted paid leave of absence. The employee will be reimbursed for the difference between jury duty pay and his/her salary for the days served. When the unit member is excused from jury duty for a half day or more, he/she must notify the Superintendent's office immediately for a suitable assignment. Reimbursement will be granted after submitted official proof of the number of days served to the Superintendent's office.

11.3.2 Unit members, when summoned to jury duty, should respond to such summons as directed. Unit members should request to be excused from jury duty, or to serve their jury duty at a time other than during the school year. When extenuating circumstances create a hardship for the District, the District may recommend that the unit member seek a deferment. Letters to support such request may be obtained from the Superintendent's Office.

11.4 Industrial Illness & Accident Leave

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

11.4.1 Any absence which is supported by an authorized doctor's certificate and which is verified by the District's administering agency as qualified for Workers' compensation is an absence payable under Industrial Illness and Accident Leave. Industrial Illness and Accident Leave is to be paid in lieu of temporary disability payments, and entitlement to the leave is governed by the Workers' Compensation laws.

11.4.2 During the period of determination by the administering agency, the payroll charge will be made to the unit member's sick-leave account. If the claim is approved, an adjustment will then be made restoring to the unit member the sick leave previously charged from the first day of absence

- 1123 and a charge made in lieu thereof to Industrial Illness and Accident Leave.
1124 In the event the unit member does not have sick-leave credit, appropriate
1125 payroll deductions will be made. If the claim is approved, reimbursement
1126 will then be made on the first available warrant register. Industrial Illness
1127 and Accident Leave will commence on the first day of authorized absence.
1128
- 1129 11.4.3 A maximum of sixty (60) workdays of Industrial Illness or Accident
1130 Leave is allowable for any one (1) illness or accident, and shall be used in
1131 lieu of entitlement to any other paid leave.
1132
- 1133 11.4.3.1 Eligibility for Industrial Illness or Accident Leave will
1134 continue for only such period as the unit member is
1135 qualified as temporarily disabled under the Workers'
1136 Compensation laws.
1137
- 1138 11.4.3.2 An Industrial Illness or Accident Leave may overlap into
1139 the next fiscal year by no more than the amount of leave
1140 remaining at the end of the fiscal year in which the illness
1141 or injury occurred.
1142
- 1143 11.4.3.3 Industrial Illness and Accident Leave shall not be
1144 accumulative from year to year, nor from one
1145 illness/accident to another.
1146
- 1147 11.4.4 Should a unit member's absence due to an industrial illness or accident
1148 extend beyond sixty (60) workdays, the unit member shall be permitted to
1149 use only as much of his/her accumulated sick leave, compensatory time,
1150 vacation, or other available leave which, when added to the temporary
1151 disability benefits, provides for not more than a full day's wage or salary.
1152
- 1153 11.4.5 During any period that a unit member has paid leave benefits available for
1154 his/her use, the District shall monitor the temporary disability benefits and
1155 assure that proper retirement credit and contributions for State Teachers'
1156 Retirement System (STRS) are reported.
1157
- 1158 11.4.6 Upon complying with District medical release requirements and receiving
1159 District authorization to return to work, a unit member on Industrial Illness
1160 and Accident Leave shall be reinstated in his/her position.
1161
- 1162 11.4.7 If, after exhausting all paid leaves, a unit member is not medically able to
1163 assume the duties of his/her position, the unit member may apply for a
1164 leave of absence as provided for in this Agreement.
1165
- 1166 11.4.8 A unit member receiving temporary disability benefits as a result of an

1167 industrial illness or accident shall remain within the State of California
1168 unless the District authorizes travel outside the state. Requests for District
1169 authorization must be directed to the Superintendent's Office.
1170

1171 11.4.9 For purposes of this Agreement, the term Aduty@ refers to all scheduled
1172 working days, including legal and District declared holidays, on which an
1173 employee in the bargaining unit is required to perform services for the
1174 District.
1175

1176 11.5 Maternity Leave
1177

1178 11.5.1 Maternity leave shall be granted to any unit member who is an expectant
1179 mother.
1180

1181 11.5.2 The date of the beginning of such leave shall be determined as follows: By
1182 the employee and her physician who together determine that the employee
1183 is not capable of fully performing her duties and that continued
1184 employment would result in possible detriment to the welfare of the
1185 students or the health of the employee.
1186

1187 11.5.3 The date of the resumption of duties by the unit member shall be
1188 determined upon the presentation by the unit member of written evidence
1189 from her physician that she is fully capable of performing her duties.
1190

1191 11.5.4 Such unit member may use all of her sick leave including accumulated
1192 sick leave for such absence.
1193

1194 11.5.5 Thereafter, the unit member shall receive her daily compensation less any
1195 amount paid to a substitute or which would have been paid to a substitute
1196 during her absence in accordance with the terms of this Agreement.
1197

1198 11.6 Parenting Leave
1199

1200 11.6.1 Parental leave shall be granted to any unit member who is an expectant
1201 father or to any employee who is adopting a child.
1202

1203 11.6.2 Such unit member may receive pay for such leave to the extent such
1204 employee has sick leave, including accumulated sick leave.
1205

1206 11.6.3 If such leave continues past the period covered by such sick leave, and
1207 such unit member wishes to continue such leave, the Trustees, upon the
1208 recommendations of the Superintendent, shall have the right to determine,
1209 based upon the individual circumstances involved, whether or not to grant
1210 such additional leave.

1211 11.6.4 If the Trustees determine such time should be granted, such additional
1212 time shall be with payment of his daily compensation, less any amounts
1213 paid to a substitute, or which would have been paid to a substitute during
1214 his absence, in accordance with the terms of this Agreement.
1215

1216 11.7 Extended Illness and Accident Leave
1217

1218 11.7.1 During each school year, when a person employed in a position requiring
1219 certification qualifications has exhausted all available sick leave, including
1220 all accumulated sick leave, and continues to be absent from his/her duties
1221 on account of illness or accident for an additional period of five school
1222 months, whether or not the absence arises out of or in the course of the
1223 employment of the employee, the amount deducted from the salary due
1224 him/her for any of the additional five months in which the absence occurs
1225 shall not exceed the sum that is actually paid a substitute employee
1226 employed to fill his/her position during his/her absence or, if no substitute
1227 employee was employed, the amount that would have been paid to the
1228 substitute had he/she been employed. The District shall make every
1229 reasonable effort to secure the services of a substitute employee.
1230

1231 11.7.2 The sick leave, including accumulated sick leave, and the five-month
1232 period shall run consecutively.
1233

1234 11.7.3 An employee shall not be provided more than one five-month period per
1235 illness or accident. However, if a school year terminates before the
1236 five-month period is exhausted, the employee may take the balance of the
1237 five-month period in a subsequent school year.
1238

1239 11.7.4 The amount paid the substitute employee during any month shall be less
1240 than the salary due the employee absent from his/her duties.
1241

1242 11.7.5 When a unit member has exhausted all available sick leave, including
1243 accumulated sick leave, and continues to be absent on account of illness or
1244 accident for a period beyond the five-month period provided pursuant to
1245 Section 44977, and the employee is not medically able to resume the
1246 duties of his/her position, the employee shall, if not placed in another
1247 position, be placed on a reemployment list for a period of 24 months if the
1248 employee is on probationary status, or for a period of 39 months if the
1249 employee is on permanent status. When the employee is medically able,
1250 during the 24 or 39-month period, the unit member shall be returned to
1251 employment in a position for which he/she is credentialed and qualified.
1252 The District maintains the right to place the employee in the position
1253 which best meets the needs of the District. The 24-month or 39-month
1254 period shall commence at the expiration of the five-month period provided

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pursuant to Section 44977.

11.8 Personal Necessity Leave

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

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

11.8.1.2 An accident involving a member or property of the member, or the person or property of a member's immediate family.

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

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

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

11.8.4 If days of personal necessity leave are used which are not allowed in Article 11.8.1.1 or 11.8.1.2, and the unit member has exhausted days allowed by Article 11.8.2 and 11.8.3, the member will lose per diem for

1299 each day used, however, accrued sick days will not be charged. If the
1300 Administration finds that granting requests for days of Personal Necessity
1301 Leave under Articles 11.8.2 and 11.8.3 would seriously disrupt the normal
1302 operation of the school district some requests may be denied. The use of
1303 more days allowed in Articles 11.8.2 and 11.8.3 without giving a reason
1304 may be grounds for application of Ed. Code or Article 9 of this contract.
1305 It is recommended that personal necessity leave days in Articles 11.8.2
1306 and 11.8.3 not be used during finals weeks or to extend any vacation or
1307 holiday period.
1308

1309 11.9 Family Medical Leave Act (“FMLA”) and California Family Rights Act
1310 (“CFRA”) Compliance
1311

1312 11.9.1 As set forth in federal and state statutes, family care and medical leave is
1313 available to any unit member who has been (1) employed by the District
1314 for at least twelve months and (2) has been employed for at least 1,250
1315 hours during the 12-month period immediately preceding the
1316 commencement of the leave.
1317

1318 11.9.1.1 Except as set forth in this paragraph, family care and
1319 medical leave is an unpaid leave of absence.
1320

1321 11.9.1.2 Family care and medical leave does not constitute a break
1322 in service and the unit member remains in regular
1323 employee status with the District.
1324

1325 11.9.1.3 For purposes of 11.9.1, a full-time unit member is
1326 presumed to have worked 1,250 hours. All other unit
1327 members must have actually worked 1,250 hours during the
1328 12-month period immediately preceding the
1329 commencement of their leave in order to qualify for
1330 FMLA/CFRA leave.
1331

1332 11.9.1.4 A unit member may request unpaid family care and
1333 medical leave for up to twelve (12) work weeks during a
1334 fiscal year for:
1335

1336 11.9.1.4.1 The birth of a child of the unit member, or the
1337 placement of a child with the unit member in
1338 connection with adoption or foster care;
1339

1340 11.9.1.4.2 The care of the unit member’s child, spouse, or
1341 parent who has a serious health condition; or
1342

1343 11.9.1.4.3 A unit member’s own serious health condition that
1344 makes the unit member unable to perform any one
1345 of the essential functions of the position held by the
1346 unit member, except for leave taken for
1347 disability on account of pregnancy, childbirth, or
1348 related medical conditions.
1349

1350 11.9.1.5 An eligible employee may use any accrued leave during the
1351 FMLA/CFRA leave. However, an employee shall not use
1352 sick leave during the period of FMLA/CFRA leave unless
1353 such leave qualifies under a collective bargaining
1354 agreement or board policy.
1355

1356 11.9.2 A unit member who requests leave to care for a child, a spouse, or a parent
1357 who has a serious health condition shall be required to submit a certificate
1358 from the health care provider.
1359

1360 11.9.2.1 The certificate shall verify the date on which the serious
1361 health condition commenced and the probable duration of
1362 the condition, and shall estimate the amount of time that the
1363 health care provider believes the unit member needs to care
1364 for the individual requiring the care. The certificate
1365 shall also contain a statement that the affected individual’s
1366 condition warrants the participation of a family member to
1367 provide care.
1368

1369 11.9.2.2 When it is medically necessary, the leave may be taken
1370 intermittently, but in no case in increments of less than one
1371 (1) work day if the leave extends beyond available paid
1372 leave time pursuant to section 11.9.1.5.
1373

1374 11.9.2.3 If additional leave time is needed after the time estimated
1375 by the health care provider expires, the unit member is
1376 required to provide re-certification in the same manner
1377 specified above.
1378

1379 11.9.2.4 When the leave is for “child rearing” connected with the
1380 birth, adoption, or placement of a child in foster care and
1381 both parents of the child are employed by the District, the
1382 cumulative period of leave shall be no greater than twelve
1383 (12) work weeks. Each employee shall retain whatever
1384 additional FMLA/CFRA leave they are still entitled to for
1385 that twelve-month period.
1386

- 1387 11.9.3 A unit member who requests leave for the unit member's own serious
1388 health condition may be required to submit a certificate from the health
1389 care provider.
1390
- 1391 11.9.3.1 The certificate shall verify the date on which the serious
1392 health condition commenced and the probable duration of
1393 the condition, and shall contain a statement that the unit
1394 member is or will be unable to perform one of the essential
1395 functions of the unit member's position due to the serious
1396 health condition.
1397
- 1398 11.9.3.2 If additional leave time is needed after the time estimated
1399 by the health care provider expires, the unit member is
1400 required to provide re-certification in the same manner
1401 specified above.
1402
- 1403 11.9.3.3 The unit member may use any available accrued sick leave
1404 pursuant to Section 11.9.1.5.
1405
- 1406 11.9.3.4 As a condition of the unit member's return to work, the unit
1407 member shall provide acceptable medical certification of
1408 the ability to resume the duties and responsibilities of the
1409 unit member's position.
1410
- 1411 11.9.4 If a unit member's need for family care and medical leave is foreseeable,
1412 reasonable advance notice shall be given. Where the need for family care
1413 and medical leave is known more than thirty (30) days before the leave is
1414 to begin, the unit member shall provide written notice to the District at
1415 least thirty (30) days prior to the commencement of the leave.
1416
- 1417 11.9.4.1 Where the need for leave becomes known less than thirty
1418 (30) days before the leave is to begin, the unit member shall
1419 give at least verbal notification to the District within one or
1420 two school days of when the need for the leave becomes
1421 known to the employee. In such a case, the District will
1422 then provide written notification to the unit member of the
1423 commencement date of the leave.
1424
- 1425 11.9.4.2 When leave is needed for a planned medical treatment or
1426 supervision, the unit member is required to make a
1427 reasonable effort to schedule the treatment or supervision to
1428 avoid disruption of District operations. This scheduling
1429 requirement shall be subject to approval of the health care
1430 provider.

1431
1432 11.9.5 A unit member who is granted an unpaid FMLA/CFRA leave during any
1433 twelve month period shall continue to be eligible for health insurance for
1434 twelve (12) work weeks at the level and under the conditions that
1435 coverage would have been provided if the unit member had continued in
1436 active employment.
1437
1438 11.9.5.1 The District is entitled to reimbursement from the unit
1439 member for its contribution to the unit member’s health
1440 coverage if the unit member fails to return from leave for
1441 reasons other than the continuation, recurrence, or onset of
1442 a serious health condition that otherwise entitles the unit
1443 member to take family care and medical leave or for other
1444 circumstances beyond the unit member’s control.
1445
1446 11.9.5.2 At the conclusion of the family care and medical leave, the
1447 unit member shall be returned to the same or similar
1448 position held by the unit member prior to the
1449 commencement of the leave.
1450
1451 11.9.5.3 For the purpose of sections 11.9.1 through 11.9.4, “child”
1452 means biological, adopted, a foster child, a stepchild, a
1453 legal ward, or a child of a person standing in loco parentis
1454 as long as the child is under eighteen (18) years of age or
1455 an adult dependent child.
1456
1457 11.9.5.4 “Parent” means biological, foster or adoptive parent, a
1458 stepparent or a legal guardian, or other person who stood in
1459 loco parentis to the unit member when the unit member was
1460 a child.
1461
1462 11.9.5.5 “Serious health condition” means an illness, injury,
1463 impairment or physical or mental condition that involves
1464 either inpatient care in a hospital, hospice, or residential
1465 care facility, or continuing treatment or supervision by a
1466 health care provider as defined by applicable law.
1467
1468 11.10 Catastrophic Leave
1469
1470 11.10.1 Definition
1471
1472 “Catastrophic Illness” or “injury” means an illness or injury
1473 that is expected to incapacitate the unit member for an
1474 extended period of time, or that incapacitates a member of

1475 the unit member's family whose incapacity requires the
1476 unit member to take time off from work for an extended
1477 period of time to care for that family member, and taking
1478 extended time off work creates a financial hardship for the
1479 employee because she or he has exhausted all of her/his sick leave.
1480

1481 11.10.2 Eligibility Requirements

1482
1483 Catastrophic leave credits ("CLC") may be used by a certificated
1484 employee if all of the following requirements are met;

1485
1486 11.10.2.1 The employee suffering from a catastrophic illness or
1487 injury may request donations of accrued sick leave credits
1488 under as defined in Education Code section 44043.5 A-1.
1489 (Immediate family as defined in 11.8.1.1)
1490

1491 11.10.2.2 The employee provides written verification of a
1492 catastrophic injury or illness to the Superintendent or
1493 designee, dated and signed by the employee's licensed
1494 physician or the physician for the employee's sick or
1495 injured immediate family member. The District shall
1496 prepare a form to be completed by a licensed physician
1497 indicating the incapacitating nature of the injury or illness
1498 and probable duration of the employee's absence. If the
1499 employee seeks catastrophic leave credits to care for an
1500 immediate family member, the physician's statement must
1501 indicate that the immediate family member's illness
1502 requires the employee to take time off from work for an
1503 extended period of time to care for that family member.
1504 The employee must state that taking extended time off
1505 creates a financial hardship for the employee.
1506

1507 11.10.2.3 The Superintendent must meet and confer with the union
1508 president prior to making a determination of eligibility. If
1509 the Superintendent or designee determines that the
1510 employee meets the requirements for a catastrophic illness
1511 or injury, the Superintendent or designee shall so notify the
1512 employee. If the Superintendent or designee determines
1513 that the employee is not eligible for the catastrophic leave
1514 program, the employee may appeal the Superintendent or
1515 designee's decision to the Governing Board. The Board
1516 shall meet with the employee or a representative prior to
1517 reaching a decision. The Board's decision is final.
1518

- 1519 11.10.2.4 The employee must be in paid status at the time of the
1520 request.
1521
- 1522 11.10.2.5 The employee must have exhausted all available paid sick
1523 leave.
1524
- 1525 11.10.3 Procedure for Donating Sick Leave Credit
1526
- 1527 11.10.3.1 The Superintendent or designee shall ensure that all
1528 donations of sick leave to the Bank are voluntary and
1529 confidential.
1530
- 1531 11.10.3.2 Any employee wishing to donate to the Bank must be in a
1532 paid status.
1533
- 1534 11.10.3.3 Days shall be contributed to the Bank and granted from the
1535 Bank without regard to the daily rate of pay of the donor.
1536
- 1537 11.10.3.4 Potential donors who were employed in a certificated
1538 position covered by STRS need to be advised to consider
1539 the retirement implications of donating their unused sick
1540 leave credit to the Program.
1541
- 1542 11.10.3.5 No employee may make a donation of any amount of sick
1543 leave credit if that donation would reduce his/her current
1544 accumulated sick leave balance below 15 days.
1545
- 1546 11.10.3.6 All eligible employees who wish to donate to the Bank
1547 must contribute at least one “full work day” of sick leave
1548 credit as the term “full work day” is defined in Section
1549 15.1.
1550
- 1551 11.10.3.7 Any eligible employee who wishes to donate sick leave
1552 credit to the Bank must complete and submit a Catastrophic
1553 Leave Credit Form to the Superintendent or designee. On
1554 the catastrophic leave credit form, the employee must
1555 indicate the number of “full work days” of sick leave
1556 he/she wishes to donate, sign and date the leave credit form
1557 which authorizes the transfer.
1558
- 1559 11.10.3.8 Unless a certificated employee new to the District transfers
1560 sick leave with him or her when he or she joins the
1561 Summerville School District, the certificated employee will
1562 not be eligible to donate sick leave until he or she accrues

1563 more than fifteen (15) days of sick leave with the District.

1564
1565 11.10.3.9 Employees returning from an extended leave during the
1566 enrollment period may donate sick leave credit to the bank
1567 for a period of 30 calendar days from the date of their
1568 return to active employment.

1569
1570 11.10.3.10 Upon the return to work or conclusion of CLC leave, the
1571 Administration shall return on a prorated basis any hours
1572 remaining in the Bank to the employees who contributed.

1573
1574 11.10.4 Procedure for Requesting Sick Leave Credit from the Bank

1575
1576 11.10.4.1 Sick Leave Credit for an Employee's Own Catastrophic Illness or
1577 Injury.

1578
1579 11.10.4.2 Once an employee's request has been approved by the
1580 Superintendent or designee, he/she may withdraw a maximum of
1581 30 CLC's from the Bank for his or her own catastrophic illness,
1582 injury, or reoccurrence. One "CLC" equals a regularly scheduled
1583 work day for the employee who has qualified for catastrophic
1584 leave.

1585
1586 11.10.4.3 If an eligible employee is incapacitated, the employee's spouse or
1587 other member of his/her immediate family may submit a written
1588 request for participation in the catastrophic leave program on the
1589 employee's behalf.

1590
1591 11.10.4.4 At the end of 30-work day period, the employee, if he/she is unable
1592 to return to work because of the same personal catastrophic illness
1593 or injury, may request an additional 30 CLC's. The employee or
1594 his or her immediate family member must submit another request
1595 to the Superintendent or designee for approval with a doctor's
1596 note. The Superintendent or designee may authorize an additional
1597 30 CLC's. The employee or his or her immediate family member
1598 may request a third block of fifteen (15) CLC's by following the
1599 procedure set forth in this section.

1600
1601 11.10.4.5 An eligible full time/part time employee may not receive more
1602 than seventy-five (75) CLC's for a catastrophic (CLC's reference
1603 75 school days not actual work days) illness or injury. A part time
1604 employee would receive up to 75 school days not 75 work days.

1605
1606 11.10.4.6 Catastrophic leave CLC's shall not be used for illness or disability

1607 which qualifies the participant for Workers' Compensation
1608 benefits. An eligible employee must exhaust all Worker's
1609 Compensation benefits or state disability benefits before he/she
1610 may with draw CLC from the bank.
1611
1612 11.10.4.7 An employee who qualifies for Catastrophic Leave shall first use
1613 any sick leave credits that he/she receives at the beginning of a
1614 school year before using any remaining CLC's for which he or she
1615 is eligible.
1616
1617 11.10.5 Sick Leave Credit for an Immediate Family Member's Catastrophic Illness or
1618 Injury.
1619
1620 11.10.5.1 Under California law, a certificated employee may use his or her
1621 personal necessity leave (Education Code section 44981) and one-
1622 half of his or her annual sick leave allotment each calendar year
1623 pursuant to Labor Code section 233 to care for the illness of an
1624 immediate family member. For a full-time employee, the contract
1625 leave provisions (section 11.8.1) allow ten days of sick leave to be
1626 used for personal necessity each work year. A certificated
1627 employee may not use differential leave to care for the health of an
1628 immediate family member. (Immediate family as defined in
1629 11.8.1.1)
1630
1631 11.10.5.2 Federal Family and Medical Leave Act ("FMLA") and the
1632 California Family Rights Act ("CFRA"), incorporated AR 41.61.8
1633 Family Leave, set forth the rights and responsibilities of an
1634 employee absent for a family leave purpose and will apply and
1635 supersede any district policy, practice, rule or procedure to the
1636 extent that such other policy, practice, rule or procedure is in
1637 conflict with or inconsistent with AR 4161.8 (Ref 11.9.1.4)
1638
1639 11.10.6 Non-Grievable
1640
1641 11.10.6.1 Any provision of the catastrophic leave
1642 program in the contract shall not be
1643 grievable.
1644 11.11 Unpaid Leave
1645
1646 11.11.1 The Board may grant non-paid leaves at its discretion. The
1647 granting of unpaid leave to one employee is non-precedent setting
1648 to another employee's request.
1649
1650 11.11.2 Requests for leaves to begin the following year must be received

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no later than April 15.

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

11.12 Study Leave

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

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

1695 the above ratio shall not include special education teacher(s), Title I teacher(s),
1696 ROP teacher(s), librarian(s), or continuation teacher(s).

1697
1698 12.4 The balancing of student population at each school site will take place no later
1699 than the end of the 15th day of instruction. Regular class size will not exceed 38
1700 students except in an emergency or as set forth in Section 12.4.1 below.
1701 Additionally, the District recognizes the importance of reducing class size in
1702 English Language Arts. If the District exceeds the above-referenced class-size any
1703 classroom after the 15th day of instruction, except in the case of an emergency or
1704 as set forth in Section 12.4.1, the District Office will notify the President of SFT
1705 and the District shall deposit \$10 per instructional day per student for each
1706 classroom which is over the above-referenced class size limit into a special
1707 “Teacher Professional Development Fund” which will be used by the District for
1708 teacher training and professional development.

1709
1710 12.4.1 With respect to traditional large group instruction such as band, chorus,
1711 study hall, drama, P.E., or work experience, class size limitations
1712 shall not apply, but balancing shall be a goal.
1713

1714 13. Evaluation Procedures
1715

1716 13.1 It is the principal objective of the parties to maintain or improve the quality of
1717 education in the District and to record deficient performance and to provide
1718 recommendations for improvement. It is further understood and agreed that this
1719 objective can be more readily achieved by a manifest willingness on the part of
1720 the District to assist all certificated employees, but especially less experienced
1721 employees, in improving their professional skills.

1722
1723 13.2 Evaluation Procedure
1724

1725 13.2.1 Every probationary certificated employee shall be evaluated by the
1726 administration in writing at least twice each school year, no later than the
1727 end of January and 30 days before the last day of school, respectively.
1728

1729 13.2.1.1 The requirement of two evaluations may be waived under
1730 the following conditions:

1731
1732 13.2.1.1.1 When the level of performance of a first year
1733 probationary employee is such that the District
1734 recommends the termination of or the non-
1735 re-election on the first evaluation and said
1736 employment will be affected within sixty (60)
1737 calendar days following the first evaluation or it
1738 becomes necessary to remove that teacher from

- 1739 his/her assignment prior to the completion of the
 1740 second evaluation; or
 1741
- 1742 13.2.1.1.2 When, due to a long-term absence, the employee
 1743 cannot be evaluated more than once prior to the
 1744 appropriate deadline for the evaluation.
 1745
- 1746 13.2.1.2 If a classroom unit member is employed after December 1,
 1747 only one evaluation will be required by the end of February
 1748 of the following semester.
 1749
- 1750 13.2.1.3 The final written evaluation and conference for
 1751 probationary classroom unit members (other than third year
 1752 employees) who are being re-employed shall be completed
 1753 by April 30 of each year.
 1754
- 1755 13.2.2 Every permanent certificated employee shall be evaluated
 1756 by the administration in writing every other year, no later
 1757 than 30 days before the last day of school of the year in
 1758 which the evaluation takes place.
 1759
- 1760 13.2.2.1 A permanent employee may be evaluated
 1761 every five years once they have been
 1762 employed at least 10 years with the school
 1763 district, are highly qualified, as defined in 20
 1764 U.S.C. Sec. 7801, and whose previous
 1765 evaluation rated the employee as meeting or
 1766 exceeding standards, if the evaluator and
 1767 certificated employee agree. The
 1768 certificated employee or the evaluator may
 1769 withdraw consent at any time.
 1770
- 1771 13.2.3 No later than the end of the seventh school week of the year in which the
 1772 evaluation is to take place, the evaluator and the certificated employee
 1773 shall meet and discuss the elements upon which the evaluation is to be
 1774 based. This shall include, but not be limited to, the following:
 1775
- 1776 13.2.3.1 Expected standards of student progress developed by the
 1777 employee and approved by the prime evaluator including
 1778 California Teaching Standards: assessing student learning;
 1779 and planning instruction and designing learning
 1780 experiences for all students.
 1781
- 1782 13.2.3.2 Maintenance of pupil control including the California

1783 Teaching Standard: creating and maintaining effective
1784 environments for student learning.
1785

1786 13.2.3.3 Maintenance of suitable learning environment: including
1787 the California Teaching Standards: engaging and
1788 supporting all students in learning; and understanding and
1789 organizing subject matter for student learning.
1790

1791 13.2.3.4 The requirements of any state law pertaining to the duties
1792 and responsibilities of teachers.
1793

1794 13.2.3.5 Goals and objectives.
1795

1796 13.2.3.6 The California Teaching Standard: developing as a
1797 professional educator.
1798

1799 13.2.4 Each evaluation shall be based upon at least two observations, lasting 30
1800 minutes or longer, and shall be followed by a formal evaluation
1801 conference in which the evaluator and the certificated employee shall
1802 review the observations and what is to be incorporated into the written
1803 evaluation. Evaluation and assessment shall be reduced to writing and a
1804 meeting shall be held between the certificated employee and the evaluator
1805 to discuss the evaluation not later than 30 days before the last school day
1806 scheduled on the school calendar adopted by the governing board for the
1807 school year in which the evaluation takes place. If weaknesses are noted,
1808 specific recommendations for improvement shall be made in writing.
1809 When performance is outstanding, commendations shall be included in
1810 written evaluation.
1811

1812 13.2.4.1 A certificated employee shall have the right to initiate a
1813 written objection to the official evaluation, which shall
1814 become a permanent part of his/her personnel file.
1815

1816 13.2.4.2 The evaluation will not be filed until ten (10) days after the
1817 employee is given notice and the opportunity to review and
1818 comment thereon.
1819

1820 13.2.5 The evaluation form shall be completed in duplicate.
1821

1822 13.2.6 Any certificated employee who receives a negative evaluation shall, upon
1823 request by either party, be entitled to a subsequent observation, conference
1824 and written evaluation. Such entitlement shall continue after each written
1825 evaluation until the problems cited in evaluation are rectified.
1826

- 1827 13.2.7 The unit member's evaluator and the unit member shall take affirmative
1828 steps to correct cited deficiencies. The unit member's evaluator and the
1829 unit member shall agree on a plan of action which shall list specific
1830 recommendations for improvement, including direct assistance in
1831 implementing the recommendations, and adequate release time to visit and
1832 observe other similar classes in other schools.
1833
- 1834 13.2.8 The evaluator shall not base his evaluation of certificated employees on
1835 any information which was not collected through the direct observation of
1836 such employee. Hearsay statements shall be excluded from written
1837 evaluations.
1838
- 1839 13.2.9 During the course of the evaluation period, mitigating circumstances may
1840 arise which require modification of the evaluation parameters. The
1841 necessity for review of the evaluation criteria shall be determined by the
1842 employee being evaluated and the determination of new evaluation
1843 elements shall be arrived at in accordance with Article 13.2.3 of this
1844 Agreement with the waiver of time limitations. Any modifications to the
1845 evaluation parameters shall be sent in writing to the Federation. No
1846 waiver of time line limitations shall occur without the concurrence of the
1847 Federation.
1848
- 1849 13.2.10 Non-administrative certificated personnel shall not be required to
1850 participate in the evaluation and/or observation of other non-
1851 administrative certificated personnel.
1852
- 1853 13.2.11 A certificated unit member who coaches shall be evaluated by certificated
1854 management personnel only with input from the Athletic Director. Any
1855 evaluation the certificated bargaining unit member receives as a coach for
1856 unsatisfactory performance as a coach shall have no bearing on his/her
1857 evaluation as a teacher. Bargaining unit members who coach shall be
1858 observed for at least thirty (30) minutes on at least two (2) separate
1859 occasions prior to the completion of the evaluation instrument. Walk-on
1860 coaches may be evaluated by the Athletic Director.
1861
- 1862 13.3 Re-employment Recommendations
1863
- 1864 At the time of the final evaluation each school year, the Superintendent shall
1865 advise the teacher of his/her recommendation regarding continued employment
1866 and shall indicate the recommendation on the evaluation form. If the evaluation is
1867 completed after March 15th, a recommendation relative to re-employment will
1868 not be required.
1869
- 1870 13.4 Teachers Assigned After Beginning of School Year

1871
1872 An official evaluation will not be required on any teacher assigned to a school or
1873 department after the students' school year has begun until a period of at least
1874 forty-five (45) school days has elapsed.
1875
1876 13.5 Any evaluation of teacher performance shall not include the use of publishers'
1877 norms established as the result of standardized tests.
1878
1879 13.6 Resignations
1880
1881 An official evaluation shall not be required for any teacher whose resignation has
1882 been accepted by the Trustees prior to the required evaluation date.
1883
1884 13.7 Special Evaluations
1885
1886 The Superintendent may, at his/her discretion, require no more than two (2)
1887 written evaluations during any school calendar year.
1888
1889 14. Salaries
1890
1891 14.1 As per salary schedule-negotiated agreement (Appendix A-3)
1892
1893 14.1.1 Beginning the 2004-2005 school year, the District shall calculate the
1894 salary paid to any certificated unit member for an assignment less than the
1895 183 days set forth in Section 10.2 on a per diem basis.
1896
1897 14.2 Due to the increase in technology, new testing procedures, and the need to keep
1898 staff up-to-date in their respective fields of study, the Board offers each
1899 bargaining unit member an incentive to pursue continuing education in his or her
1900 field of study so as to maintain and/or improve his or her qualifications and
1901 teaching competencies. Bargaining unit members who complete approved course
1902 work shall be assigned to a higher classification when transcripts, grade cards,
1903 and/or degrees have been examined and approved by the District. A bargaining
1904 unit member may achieve only one (1) reclassification per year. A
1905 reclassification is considered an increase in the number of approved units for
1906 compensation.
1907
1908 14.2.1 Courses of Continuing education may be taken from any post-secondary
1909 accredited institution.
1910
1911 14.2.2 The Unit Member must obtain course approval from the Superintendent or
1912 his or her designee before pursuing continuing education if the Unit
1913 Member wishes to be assured credit for purposes of reclassification. The
1914 Superintendent or his or her designee may approve units in the member's

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academic or teaching field, as well as courses related to technology or the instruction of high school students. The Superintendent or designee may allow units for unit members seeking credentials outside their academic field or for courses that will enhance teaching strategies and/or add to content knowledge.

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

14.2.3 Unit members with less than seventy-two (72) units, according to the salary schedule, may take as many additional units as are pre-approved by the Superintendent or his or her designee.

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

14.2.5 Once a unit member has received credit for ninety (90) units on the salary schedule, the unit member may earn a maximum of three (3) additional units per school year.

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

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

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.

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- 14.2.9 In order to receive an increase in continuing education units, unit members shall submit proof of course work by August 31st and arrange to have official transcripts mailed or delivered to the District Office before October 31st 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 1st of each year.
- 14.4 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.
- 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 accident leave (if applicable) and paid sick 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."

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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 \$8199 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.

- 2047 16. Personnel Files
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2049 16.1 Materials in personnel files of unit members that may serve as a basis for
2050 affecting the status of their employment will be made available for the inspection
2051 of the unit member involved. These materials may be inspected by the unit
2052 member upon request provided that the request is made at a time when the unit
2053 member is not actually required to render services to the District.
2054 16.2 Information of a derogatory nature will be provided to the unit member who will
2055 be given an opportunity to review and comment thereon. The unit member will
2056 have the right to enter, and have attached to any derogatory statement, his/her
2057 own comments thereon. The review of the derogatory information by a unit
2058 member may take place during normal business hours.
2059
- 2060 17. Vacancies, Involuntary Transfers & Reassignment
2061
2062 17.1 Vacancies: A unit member desiring a transfer to a vacancy may request one by
2063 following the procedures set forth below.
2064
- 2065 17.1.1 The District office will maintain a list of current positions which
2066 will be posted for review at the District Office. A copy will be
2067 mailed to each off-campus site.
2068
- 2069 17.1.2 After the District posts notice of a vacancy, any interested unit
2070 member may submit an application to the District within the time
2071 permitted for all applicants.
2072
- 2073 17.1.3 The District will select the person or employee whom it determines
2074 best meets the need of the District.
2075
- 2076 17.2 Involuntary Transfers
2077
- 2078 17.2.1 Reasons for involuntary transfers shall include, but not be limited to, the
2079 following:
2080
- 2081 17.2.1.1 Reduction of a particular program.
2082
- 2083 17.2.1.2 Cancellation of a particular program.
2084
- 2085 17.2.1.3 Opportunity to evaluate a unit member in a different
2086 school, assignment or grade level.
2087
- 2088 17.2.1.4 Recommendation on a final evaluation pursuant to Article
2089 13.
2090

- 2091 17.2.2 Involuntary transfers shall be initiated by the Superintendent or Principal.
2092 An involuntary transfer may preempt the provisions of Section 17.1. In
2093 the event of an involuntary transfer pursuant to Sections 17.2.1.3 or
2094 17.2.1.4, the provisions of Section 17.1 shall apply to the vacancy left by
2095 the involuntary transfer.
2096
- 2097 17.2.3 A unit member shall be given a copy of the administrative request to
2098 transfer and shall be granted a conference with the person(s) requesting
2099 the transfer.
2100
- 2101 17.2.4 A unit member shall not be assigned or transferred outside the scope of
2102 his/her major or minor subject areas or competency within a credential
2103 authorization without consultation or mutual approval.
2104
- 2105 17.2.5 Involuntary transfers shall not be made with regard to age, race, creed,
2106 religion, sex, national origin, or marital status.
2107
- 2108 17.2.6 There shall be no reduction in basic teaching assignments without mutual
2109 agreement of all parties involved except in cases of staff reduction.
2110
- 2111 17.2.7 A member involuntarily transferred shall not be required, unless otherwise
2112 provided herein, to work beyond the workday of the majority of the
2113 members assigned to the Summerville High School campus.
2114
- 2115 17.3 Involuntary Transfer Appeal
2116
- 2117 17.3.1 A unit member transferred because of sections 17.2.1.1 or 17.2.1.2 above
2118 shall be given first consideration to a position for which he/she is
2119 credentialed and qualified as positions become available.
2120
- 2121 17.3.2 If a unit member objects to a transfer, she or he may request a meeting
2122 with the appropriate District administrator and the Superintendent. The
2123 unit member may invite a representative of the Federation to be present at
2124 such meeting. The decision of the Superintendent is final.
2125
- 2126 17.3.3 If a unit member's assignment is changed during the summer months, the
2127 District will immediately send written notification of such change to the
2128 employee's last known address.
2129
- 2130 17.4 Split Assignments
2131
- 2132 17.4.1 Split assignments may be implemented according to 17.2.1.1 or 17.2.1.2
2133 of this Article, but in no case shall an assignment be made to more than
2134 two (2) sites as a part of the regular work day.

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

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

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

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

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

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

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.

- 2179 18.3.2 Utilize instructional expertise from Consulting Teachers.
 2180
 2181 18.3.3 Enhance and improve classroom instruction to maximize students
 2182 performance.
 2183
 2184 18.3.4 Establish a system of peer assistance and modeling by the consulting
 2185 teacher.
 2186
 2187 18.3.5 Provide a Consulting Teacher to Participants who have received
 2188 unsatisfactory evaluations in the summary.
 2189
 2190 18.3.6 Provide a Consulting Teacher to assist certificated personnel new to the
 2191 District who are not eligible for the Beginning Teacher Support and
 2192 Assessment (BTSA) program.
 2193
 2194 18.3.7 Provide a Consulting Teacher to teachers new to the District
 2195
 2196 18.3.8 Provide a Consulting Teacher to teachers requesting assistance.
 2197
 2198 18.3.9 Design an appropriate reporting process and time line for certificated staff
 2199 in the program.
 2200
 2201 18.4 Panel Selection: The peer panel (herein referred to as “Panel”) shall consist of
 2202 four certificated teachers and one administrator.
 2203
 2204 18.4.1 Teachers seeking a position on the Panel will submit a letter of interest to
 2205 the faculty association.
 2206
 2207 18.4.2 The certificated members of the Panel shall be selected by majority vote of
 2208 the certificated membership.
 2209
 2210 18.4.3 Certificated Panel members shall not be considered management under the
 2211 Educational Employment Relations Act (EERA).
 2212
 2213 18.4.4 The administrative representative to the Panel shall be appointed by the
 2214 superintendent and approved by the Board.
 2215
 2216 18.5 Panel Responsibilities:
 2217
 2218 18.5.1 To assess recommendations from the administration for teacher
 2219 participation in the program whose performance is deemed unsatisfactory.
 2220
 2221 18.5.2 To recommend teachers to participate in the program who volunteer for
 2222 assistance.

- 2223
2224 18.5.3 To evaluate the impact of the PAR program in order to improve the
2225 program.
2226
- 2227 18.5.4 To submit recommendations to the Federation and the Board for
2228 improvement or changes in the program.
2229
- 2230 18.5.5 To conduct classroom observation of potential Consulting Teachers as
2231 needed.
2232
- 2233 18.5.6 To attend scheduled Panel meetings.
2234
- 2235 18.5.7 To establish a time line of objectives and activities to be performed by the
2236 Consulting Teacher.
2237
- 2238 18.5.8 To meet at least four (4) times annually to review the work of the
2239 Consulting Teachers and their caseloads.
2240
- 2241 18.5.9 To select a chairperson for a one year term.
2242
- 2243 18.5.10 To select the Consulting Teacher after a needs assessment of Participant.
2244
- 2245 18.5.11 To assign a Consulting Teacher to a Participant.
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- 2247 18.5.12 To recommend appropriate Consulting Teacher training.
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- 2249 18.5.13 To advise the Consulting Teacher of the procedure to be followed.
2250
- 2251 18.5.14 To terminate a Consulting Teacher whose performance does not meet the
2252 expectation of the program.
2253
- 2254 18.5.15 To review the final report of the Consulting Teacher related to the
2255 assistance plan and, if deemed necessary, seek clarification by interview
2256 with the Consulting Teacher.
2257
- 2258 18.5.16 To allocate Consulting Teacher stipend based on State funding.
2259
- 2260 18.5.17 To prepare a recommendation to the Superintendent related to the
2261 Participant's assistance plan.
2262
- 2263 18.6 Participant Selection Criteria:
2264
- 2265 18.6.1 Teacher who has been identified as performing in an unsatisfactory
2266 manner and is assigned for assistance.

- 2267
2268 18.6.2 First year teacher.
2269
2270 18.6.3 Teacher new to the District.
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2272 18.6.4 Volunteer participant
2273
2274 18.6.4.1 A teacher who volunteers based upon administrative
2275 recommendation.
2276
2277 18.6.4.2 A teacher who volunteers to participate in the program.
2278
2279 18.7 Participant Selection Procedure:
2280
2281 18.7.1 All applicants will be referred to the PAR program by the Administration.
2282 Volunteer applicants will submit a letter of interest to the Administration.
2283
2284 18.7.2 Each referral shall be reviewed by the Panel to determine whether
2285 acceptance into the program is appropriate.
2286
2287 18.7.3 The teacher shall have the opportunity to make a presentation to the Panel.
2288
2289 18.7.4 If the Panel rejects the referral, it shall provide the District with the
2290 reasons in writing for the rejection.
2291
2292 18.7.5 The Participant will be given guidelines and time lines describing
2293 remediation procedures.
2294
2295 18.7.6 The Consulting Teacher will develop a plan that will provide sufficient
2296 staff development or correct any of the areas where performance is
2297 unsatisfactory.
2298
2299 18.7.7 This process will be completed between March 15 and the end of the
2300 school year when the unsatisfactory evaluation was issued. Upon mutual
2301 consent of the Panel and the Participant, the time line may be extended up
2302 to one (1) month or twenty (20) teaching days.
2303
2304 18.8 Consulting Teacher Qualifications:
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2306 18.8.1 Experience:
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2308 18.8.1.1 Permanent or retired employee of the District.
2309
2310 18.8.1.2 Recent classroom experience of at least five years in the

- 2311 District teaching subject area of major.
- 2312
- 2313 18.8.1.3 Extensive teaching experience.
- 2314
- 2315 18.8.2 Abilities and Skills:
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- 2317 18.8.2.1 A range of teaching strategies and methods
- 2318
- 2319 18.8.2.2 An understanding of how to meet the need of pupils in
- 2320 different contexts.
- 2321
- 2322 18.8.2.3 Effective classroom management strategies.
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- 2324 18.8.2.4 Counseling and coaching strategies.
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- 2326 18.8.2.5 Familiarity with specific curricular areas of participant.
- 2327
- 2328 18.8.2.6 Effective and tactful communication strategies.
- 2329
- 2330 18.8.3 Other training may include:
- 2331
- 2332 18.8.3.1 Observation procedures and program evaluation.
- 2333
- 2334 18.8.3.2 Peer counseling.
- 2335
- 2336 18.8.3.3 Curriculum design.
- 2337
- 2338 18.9 Consulting Teacher Selection Procedure: Each certificated teacher who applies
- 2339 for the position of Consulting Teacher will:
- 2340
- 2341 18.9.1 Submit an application to be reviewed by the Panel.
- 2342
- 2343 18.9.2 Authorize the review of previous performance evaluations of the applicant
- 2344 by the Panel.
- 2345
- 2346 18.9.3 Be observed in the classroom by a member of the Panel.
- 2347
- 2348 18.9.4 Interview with the Panel.
- 2349
- 2350 18.9.5 Be selected by a majority vote of four out of five Panel members.
- 2351
- 2352 18.10 Service of a Consulting Teacher:
- 2353
- 2354 18.10.1 One (1) or two (2) years depending on the needs of the participant.

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18.10.2 A Consulting Teacher may reapply for a new term.

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

- 18.11.1 Assist in writing clear performance goals with the Participant, consistent with the California curriculum and teaching standards.
- 18.11.2 Recommend, in writing, appropriate staff development time line of activities to improve the skills and knowledge of each Participant.
- 18.11.3 Provide assistance that may include developing, providing or arranging for classroom material, reviewing curriculum, suggesting and discussing teaching and classroom arrangement techniques, record keeping requirements, demonstrating teaching techniques, arranging for observations of other teachers, and planning instruction.
- 18.11.4 Conduct observations of each Participant at least once a month.
- 18.11.5 Within five days of observation, provide a written review to each Participant.
- 18.11.6 Provide a summary documenting areas of growth or areas of needed improvement.
- 18.11.7 Maintain schedule of activities.
- 18.11.8 Send copies of observation reports to the site administration and the Panel.
- 18.11.9 Maintain a log for each Participant showing dates and time of contacts, including a summary of conversations, observations, and other forms of assistance provided.

- 2399 18.11.10 Inform the Panel of Participants who are not making satisfactory
2400 progress and revise the assistance plan.
2401
- 2402 18.11.11 Prepare a final report to address issues in the improvement plan,
2403 staff development activities, and the level of achievement made by
2404 the Participant.
2405
- 2406 18.12 Compensation for Consulting Teachers and Panel Members:
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- 2408 18.12.1 Current salary placement.
2409
- 2410 18.12.2 Yearly allocation of each Consulting Teacher based on the State
2411 allocation.
2412
- 2413 18.12.2.1 A PAR consultant working with a first year teacher
2414 receiving BTSA support or a teacher who is new to the
2415 District (not a beginning teacher) shall receive fifty percent
2416 (50%) of the stipend assigned to the Consultant of a
2417 voluntary or mandated participant per semester. [For
2418 example, during the 2006-2007 school year, a PAR
2419 consultant who works with a voluntary or mandated
2420 participant shall receive \$1200 per semester. A PAR
2421 consultant who works with a first year teacher or a teacher
2422 new to the District will receive \$600 per semester.] At the
2423 discretion of the PAR committee, a PAR consulting teacher
2424 may be assigned to one (1) or two (2) semesters. The
2425 consulting teacher shall be paid relative to the one or two
2426 semester term of service.
2427
- 2428 18.12.3 Each Consultant Teacher shall have a caseload not to exceed two
2429 Participants. Each mandated Participant shall be part of the
2430 program for at least one year. The PAR Panel shall decide the
2431 length of time for other non-mandated participants (including first
2432 year teachers and teachers new to the District), which shall be at
2433 least one semester.
2434
- 2435 18.12.4 \$1,250 to be used at the Consulting Teacher's discretion for
2436 support and assistance of each Participant, i.e., supplies,
2437 conferences, release time or Subject Area Specialist but not for
2438 compensation of the Consulting Teacher.
2439
- 2440 18.12.5 \$500 compensation per Panel member with reduction for non
2441 attendance proportionate to number of meetings missed.
2442

- 2443 18.12.6 \$940 discretionary for Panel expense.
2444
- 2445 18.13 Subject Area Specialist: At the request of the participating teacher, a Subject Area
2446 Specialist may be assigned to assist the participating teacher.
2447
- 2448 18.13.1 The Federation and the District understand that every possible
2449 subject matter competency may not be available within the corps
2450 of Consulting Teachers, and therefore it shall occasionally be
2451 necessary to secure additional assistance to fully address identified
2452 deficiencies. In such cases, the Consulting Teacher maintains
2453 primary responsibility for the Individual Improvement Plan, but
2454 may function more as a case carrier who assures the availability of
2455 appropriate resources and services.
2456
- 2457 18.13.2 The Consulting Teacher shall select Subject Area Specialist with
2458 approval of the Panel. A Subject Area Specialist is a Consulting
2459 Teacher that can be placed on assignment as the need arises. The
2460 selected Subject Area Specialists will continue in their current
2461 status until their services are needed. Their assignment will be
2462 determined annually. The Subject Area Specialist will provide
2463 direct support for the participating teacher and recommend
2464 appropriate staff development activities. The participating teacher
2465 will be introduced to other services available such as curriculum
2466 specialist, psychologist, speech therapist, and other support
2467 personnel to assist in the improvement of instruction.
2468
- 2469 18.14 Panel Reporting Procedures:
2470
- 2471 18.14.1 At the quarterly meeting the Consulting Teacher shall provide an
2472 oral report and all written documentation to the Panel regarding
2473 progress of each Participant.
2474
- 2475 18.14.2 The participating teacher may be present for the presentation and
2476 will be given the opportunity to respond to the progress report.
2477
- 2478 18.14.3 The participating teacher may not be present during the
2479 deliberation of the Panel, which is confidential. The Panel may
2480 request additional follow-up information from the Principal,
2481 Consulting Teacher, or the participating teacher.
2482
- 2483 18.15 Conflict of Interest Clause: In the event that one of the Panel members is the
2484 Administrator who has deemed that a participating teacher's performance is
2485 unsatisfactory, he or she shall abstain from voting during consideration and review of that
2486 participating teacher's case.

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18.16 Additional Provisions:

- 18.16.1 If expenditures for the PAR program exceed funds made available through passage of ABIX, (Villaraigosa or successor legislation) the District and Federation shall meet and negotiate additional funds.
- 18.16.2 At the conclusion of each year that the program is in effect, if revenue exceeds expenditures, the District and the Federation shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the staff development activities of the District.
- 18.16.3 It is understood and agreed that this program may terminate if for any reason there exists an inability for full funding thereof through AB IX (Villaraigosa or successor legislation).
- 18.16.4 Nothing herein shall preclude the Superintendent and/or Board members from examining information which they are entitled to by law for review in connection with the report of the program review process.
- 18.16.5 Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non' re-election of certificated employees.
- 18.16.6 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and or unprofessional conduct pursuant to Education Code Section 44938.

18.17 Participant Due Process Rights

- 18.17.1 The Participant shall be entitled to review all reports generated by the Consulting Teacher and Principal prior to their submission to the Panel, and have his or her comments attached. The Consulting Teacher shall provide the Participant with copies of such reports at least five (5) working days prior to the meeting of the Panel at which the reports will be considered.
- 18.17.2 Participants who volunteered or were new to the District may choose to have their final review placed in their personnel file. Participants assigned to assistance will have their review placed in

- 2531 their personnel file.
- 2532
- 2533 18.17.3 The Participant shall have the right, if a member of the Federation,
 2534 to be represented by the Federation in any meetings of the Panel to
 2535 which he/she is called and shall be given a reasonable opportunity
 2536 to present his/her point of view concerning any report being made.
 2537
- 2538 18.17.4 The decision to refer a Participant for intervention through this
 2539 program shall not be subject to the grievance process, nor shall a
 2540 decision to remove a Participant from the program be grievable.
 2541
- 2542 18.17.5 The Participant shall have the right to timely reports of progress
 2543 being made.
 2544
- 2545 18.17.6 The Participant shall have the right to present in writing to the
 2546 Panel why a specific Consulting Teacher should be replaced and
 2547 another Consulting Teacher substituted and have those reasons be
 2548 considered by the Panel.
- 2549 18.17.7 A Participant shall not have multiple evaluators or Consulting
 2550 Teachers.
 2551
- 2552 18.17.8 The PAR program in no manner diminishes the legal rights of
 2553 bargaining unit members of the District.
 2554
- 2555 18.17.9 A Participant shall not have access to the grievance process to
 2556 challenge the contents of reports, review, or decisions of the
 2557 Consulting Teacher, principal or Panel, but may file responses that
 2558 become part of the official record of the intervention.
 2559
- 2560 18.18 Consulting Teacher Due Process: Consulting Teachers shall be held harmless and
 2561 are protected from legal liability in the execution of their assigned duties. The
 2562 District shall provide legal defense, if necessary, at no expense to the Consulting
 2563 Teacher. Consulting Teachers shall not be considered management under the
 2564 EERA
 2565
- 2566 18.19 Program Phase-in: The successful implementation of the program required
 2567 adoption of a standards-based evaluation system. The District and the Federation
 2568 developed such a system during the second semester of 1999-2000 school year for
 2569 implementation for the 2000-2001 school year. The evaluation system is based
 2570 on the California Standards for the teaching Profession (CSTP). The initial PAR
 2571 Panel was selected prior to June 30, 2000.
 2572
- 2573
- 2574 19. Expense Reimbursement

- 2575
2576 19.1 Unit members will be reimbursed for approved job-related expenses. Prior
2577 approval by the Superintendent/designee(s) is required for reimbursement.
2578
2579 19.2 Unit members approved to travel may use a District vehicle if one is available.
2580 District vehicles are to be used for school business only and may only be driven
2581 by drivers approved by the District. Unit members must possess a valid
2582 California driver's license to operate a District vehicle.
2583
2584 19.3 If a District vehicle is not used, a unit member may use a private vehicle provided
2585 it is in safe operating condition. Mileage expenses will be reimbursed at the IRS
2586 allowable rate until the amount set aside for mileage is exhausted from the budget.
2587 No reimbursement will be made for mileage to and from the unit member's
2588 residence and work site.
2589

2590 20. Early Retirement

2591
2592 The Board of Education wishes to provide an early retirement incentive program to
2593 certificated employees who wish to retire early. The program will be in effect until June
2594 30 of the current contract year. Vesting occurs only when a certificated employee meets
2595 the eligibility requirements set forth below.
2596

2597 The provisions of this program are as follows:
2598

2599 20.1 Eligibility
2600

- 2601 20.1.1 Certificated employees who are eligible to retire under the State Teachers
2602 Retirement System and who have served at least ten (10) years of
2603 continuous service in this District. Employees must have reached the age
2604 of 55.
2605
2606 20.1.2 Part-time employees will receive a percentage of any benefit package
2607 equal to the average of their full-time equivalency over the last ten (10)
2608 years of service.
2609
2610 20.1.3 Retirees who have already received five (5) years of medical benefits, but
2611 are still under the age of 65, may continue the medical benefits at their
2612 own expense until they reach age 65.
2613
2614 20.1.4 A certificated employee not eligible to retire under the State Teacher
2615 Retirement System, but who has 25 years in this district may participate in
2616 the early retirement benefit program without retiring through STRS.
2617
2618

2619 20.2 Benefits
2620
2621 20.2.1 Health Benefits for Retirees and Dependents
2622
2623 20.2.1.1 The District will contribute, up to the benefit cap, the full
2624 cost of health insurance for the employee and dependents in
2625 effect at the time of the employee's retirement for a period
2626 of five years or until the participant reaches age 65,
2627 whichever comes first. The District's share of health
2628 benefits for part-time employees will be on the same pro-
2629 rata basis as in the last year of employment.
2630
2631 20.2.1.2 If the annual cost of the option chosen by the retiree
2632 exceeds the medical benefit cap the retiree can make
2633 supplemental payments to the District on a monthly basis.
2634
2635 20.2.1.3 Participants may continue the health insurance benefits at
2636 their expense after the contract period until they (or their
2637 spouse) reaches age 65.
2638
2639 20.2.2 In Lieu Payments - The retiree may select the option of in lieu payments
2640 for medical benefits up to five years or age 65.
2641
2642 20.3 Requirements
2643
2644 Employees must submit a letter of resignation to the Superintendent prior to
2645 March 1 of the current school year.
2646
2647 20.4 Application to Heirs
2648
2649 The Parties agree that any annuity payments will be passed on to the Estate of the
2650 unit member; or, if no Estate, to the unit member's closest heir.
2651
2652 20.5 Loss of Medical Benefits
2653
2654 The District will have no responsibility to continue providing for a retiree's
2655 medical benefits if the retiree fails to make his/her monthly premium payments.
2656
2657 20.6 Nothing in this Article or Section shall prohibit the District and the CFT from
2658 negotiating additional early retirement incentives for certificated unit members.
2659
2660 21. Miscellaneous Provisions
2661
2662 21.1 Any individual contract between the District and an individual employee of the

2663 bargaining unit shall be subject to and consistent with the terms and conditions of
2664 this Agreement. If an individual contract contains any language that is
2665 inconsistent with this Agreement, this Agreement during its duration shall be
2666 controlling.

2667
2668 21.2 This Agreement shall constitute the full and complete commitment between the
2669 parties hereto and shall supersede and cancel any and all previous agreement both
2670 written and oral. This Agreement will not be altered, changed, added to, deleted
2671 from or modified unless mutual consent of the parties is obtained in writing and
2672 made a signed amendment to this Agreement.

2673
2674 21.3 The provisions of this Agreement shall not be misinterpreted or misapplied in a
2675 manner which is arbitrary, capricious or discriminatory. Rules which are
2676 designed to implement this Agreement shall be uniform in application.

2677
2678 21.4 All instructional assignments will be made by the administration. Every attempt
2679 will be made to recognize years of service to the District when making such
2680 assignments. This is inclusive of the assignments of content area, preparation
2681 periods, summer school and eighth period.

2682
2683 22. Statutory Changes
2684
2685 Mandated improvements or reduction in unit member benefits, which are brought about
2686 by an amendment to or a statutory change in California or Federal law shall be
2687 incorporated into this Agreement.

2688
2689 23. Savings Clause
2690
2691 If any provisions of this Agreement are held to be contrary to law by a court of competent
2692 jurisdiction, such provisions will not be deemed valid subsisting except to the extent
2693 permitted by law, but all other provisions will continue in full force and effect.

2694
2695 24. Concerted Activities
2696
2697 24.1 It is agreed and understood that there will be no strike, work stoppage, slowdown,
2698 concerted action or other interference with the operations of the District by the
2699 Federation or by its officers, agents, or members during the term of this
2700 Agreement or during any agreed upon extension thereof.

2701
2702 24.2 The Federation recognizes the duty and obligation of its representatives to comply
2703 with the provisions of this Agreement and to make every effort toward inducing
2704 all unit members to do so. In the event of a strike, work stoppage, slowdown, or
2705 other concerted action, the Federation agrees, in good faith, to take all necessary
2706 steps to encourage those unit members to cease such action.

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

25. Open Negotiations

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

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

26. Duration

26.1 This agreement shall become effective from July 1, 2015, through and including June 30, 2018, or until such time as a successor agreement is approved. The Parties agree that this Agreement shall resolve negotiations for the 2015-2016 school year on all issues.

Signed and entered into this 13th day of April, 2016.

Dennis Spisak
Board President
Summerville Union High School District

Lee Suggs, President
Summerville Teachers
Federation, Local 6007,
CFT/AFT, AFL-CIO