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6 **2015-2018**

7
8 COLLECTIVE BARGAINING AGREEMENT

9
10 BETWEEN

11
12 SUMMERVILLE UNION HIGH SCHOOL DISTRICT

13
14 AND

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16 SUMMERVILLE FEDERATION OF TEACHERS

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

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

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

91 1.3 This agreement shall remain in full force and effect from July 1, 2015 until June
92 30, 2018.
93

94 2. Recognition

95
96 The Governing Board recognize the Federation as the sole and exclusive bargaining
97 representative of all certificated employees, including vocational, intern, temporary, part-
98 time and summer school teachers, but excluding substitute teachers, management,
99 supervisory and confidential employees as defined in the Act, for the purpose of meeting,
100 negotiating and the processing of grievances.
101

102 3. Non-Discrimination

103
104 The Trustees shall not discriminate against any employee of the bargaining unit on the
105 basis of race, religion, color, creed, age, sex, national origin, political affiliation,
106 domicile, marital status, sexual orientation, physical handicap, membership or non-
107 membership in the Federation, or participation by any employee of the bargaining unit in
108 the lawful activities of the Federation.
109

110 4. Negotiation Procedures

111
112 4.1 Not earlier than the first week of the school year in which this Agreement expires,
113 and after the public is allowed input as required by the Act, the District and
114 Federation agree to meet and negotiate by May 15 and as often as is necessary in
115 order to negotiate, reach agreement, and reduce to writing the various issues
116 contained within the scope of negotiations as defined in the Act.
117

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

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

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

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

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

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

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

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

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

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

204
205 5. Federation Rights
206

207 5.1 The District authorizes the Federation to use the school facilities at times other
208 than normal working hours of student instruction as long as the Federation
209 submits the appropriate Civic Center Act form to the Superintendent or his/her
210 designee. In emergencies, the Superintendent or his/her designee may authorize
211 the Federation to use the District facilities during normal working hours as long as
212 the Federation declares in writing that the use of such facilities does not interfere
213 with the instructional day. Arrangements shall be made for the use of school
214 facilities through the Superintendent or his/her designee.
215

216 5.2 The Superintendent or his/her designee shall grant the Federation use of school
217 equipment as long as such use is in accordance with the procedures provided for
218 in the Civic Center Act and as long as the use of such equipment or facilities does
219 not interfere with the normal student instruction or work production of the
220 District. The Federation shall pay for all and any costs incurred by the District
221 incidental to such use of the equipment by the Federation.
222

223 5.3 The Federation agrees to leave facilities, buildings and/or equipment used in a
224 clean and orderly condition.
225

226 5.4 Spaces on bulletin boards, which shall be provided for in school buildings
227 frequented by unit members, will be reserved for the exclusive use of the
228 Federation for posting material dealing with Federation business. The Federation
229 will be solely responsible for such material and for its prompt removal upon its
230 becoming out of date.
231

232 5.5 The Federation shall have use of unit member school mailboxes for the purpose of
233 distributing Federation material.
234

235 5.6 The District shall provide the Federation President with three (3) days of leave
236 and two other bargaining unit members designated by CFT with two (2) days of
237 leave each (total of seven (7) days of leave each school year for the bargaining
238 unit) school year to carry out bargaining agent responsibilities on the condition
239 that CFT reimburses the District for the actual cost of the substitute employed to
240 replace the bargaining unit member on leave. At least five (5) working days
241 notice in advance of the use of such time shall be made to the
242 Superintendent/designee. The time requirement may be waived at the discretion
243 of the District. The Superintendent has the right to deny such request if the
244 instructor's absence would cause a disruption to the District's educational
245 program. The granting of such requests, however, shall not be unreasonably
246 withheld.

247
248 5.7 Dues Deduction
249

250 5.7.1 The right of payroll deduction for payment of organizational dues shall be
251 accorded without charge to the Federation. Federation members who
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

challenging the legality or constitutionality of the agency fee relationship of this Agreement.

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

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

6. Management Rights Clause

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

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

6.3 Emergencies. The District retains its right to suspend this Agreement in case of an emergency for the reasonable period of time required by the emergency.

Emergency suspension of any portion of this Agreement shall be limited to an emergency caused by earthquake, flood, fire, or other natural catastrophe. Emergencies shall not include any man-made errors in judgment such as a fiscal crisis. The emergency suspension will only apply to those contract provisions which are affected by the emergency and for only as long as the emergency exists. The District shall keep the local chapter president informed of the emergency, the expected duration and the specific articles that need to be suspended. The parties agree to meet, if necessary, once the emergency condition is resolved to discuss any continuing needs to alter the contract because of the emergency.

7. Grievance & Arbitration

7.1 Definitions

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

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

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

7.2 Purpose

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

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

7.3 Procedure

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

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

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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.

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394 7.3.4 Level Two

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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

office, he/she or his/her designee will meet with the aggrieved and a representative of the Federation in an effort to resolve it. The ten (10) working day period can be extended by mutual agreement of the parties.

7.3.5 Procedures for Level Three or Level Four

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

7.3.6 Level Three -- Grievance Mediation

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

7.3.7 Level Four - Binding and Advisory Arbitration

7.3.7.1 If the aggrieved is not satisfied with the disposition at LEVEL TWO or LEVEL THREE, or if no decision has been rendered within ten (10) working days after the LEVEL TWO filing, the grievant may ask the Federation to appeal the grievance (1) within ten (10) working days after the LEVEL TWO decision should have been transmitted or

(2) within ten (10) working days of the LEVEL TWO or LEVEL THREE decision. The request to appeal to LEVEL FOUR shall be made to the Federation, with a copy to the Superintendent/designee. The Federation shall have ten (10) working days from the date of the employee's request to the Federation to determine whether to appeal to arbitration. The discretion to appeal to arbitration rests solely with the Federation .

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

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

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

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

their representative against any employee of the bargaining unit who exercises his/her rights under this provision.

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

8.0 Public Charges & Special Complaints

8.1. If parents, students, employees or community members have a complaint against a unit member, the District Superintendent or his or-her designee will request that the complainant communicate directly with the person against whom the complaint is lodged. The District Superintendent or his or her designee will encourage the complainant to try to resolve concerns with the unit member personally.

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

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

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

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

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

8.7 The unit member has the right to request that he or she be accompanied by a

representative to any meeting pursuant to this Article.

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

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

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

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

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

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

9.0 Disciplinary Action Short of Dismissal

9.1 The terms "disciplinary action" and "discipline" as used in this Article shall mean: a letter of warning, a letter of reprimand, and/or a suspension with or without pay for up to school days¹ for an offense committed by a unit member. The following are not considered disciplinary action pursuant to this Article and as a result are specifically excluded from the provisions and procedures of this Article: oral warning, incident report, or deduction of pay for being absent without leave (AWOL).

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

- 9.2 This article is not intended to limit the District's right to initiate disciplinary action under the California Education Code or the California Government Code, nor shall it limit any rights that a unit member has under law. Discipline under this article shall not be regarded as a precondition to proceedings under the California Education Code or California Government Code.
- 9.3 Also specifically excluded from the provisions and procedures of this article are actions taken by the District as part of the process of performance observation, review, or evaluation pursuant to the provisions of Article 13 - Evaluation Procedures or to the placement of materials in the unit member's personnel file pursuant to the provisions of Article 16 - Personnel Files.
- 9.4 "Disciplinary action" shall be for just cause and shall be administered in accordance with the provisions of this Article. Any "disciplinary action" should be reasonably related to the nature of the offense committed by the unit member and should take into account prior discipline imposed on the unit member (if any).
- The term "just cause" shall mean:
- 9.4.1 The employee was aware of, or should have been aware of, the lawful rules, orders or expected conduct or performance.
- 9.4.2 The employee was given an opportunity to be heard and explain his/her actions prior to the disciplinary action.
- 9.4.3 The District's investigation produced substantial evidence or proof that the employee violated the rule, order, or expected conduct or performance for which he/she is charged.
- 9.4.4 The penalty imposed is reasonably related to the seriousness of the offense.
- 9.5 No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the notice of the disciplinary action unless the cause was concealed or not disclosed by the unit member when it reasonably could be assumed that the unit member should have disclosed the facts to the District. Further, with regard to a permanent unit member, no disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent, unless the cause was concealed or not disclosed by the unit member when it reasonably could be assumed the unit member should have disclosed the facts to the District.
- 9.6 Procedure for Letters of Warning and Letters of Reprimand:

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

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

712 until the process set forth herein is completed.

713
714 9.7 Procedure for Recommendation of Suspension Without Pay

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

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

726
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

Superintendent shall notify the employee of his or her decision regarding the recommended disciplinary action.

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

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

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

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

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

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

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

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

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 ¾). The 5 ¾ 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 ¾), 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

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

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

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

All school schedules must receive Administrative approval before implementation.

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

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

10.3.1 All certificated classroom instructors shall update student grades in the District's electronic recording keeping system at a minimum of every fifteen (15) school days after a student is enrolled in the class so that parents/guardians/caregivers can regularly monitor their child's progress and achievement.

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

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

- 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.

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10.12.4.1 If the base amount of money the District receives per eligible staff member changes, the parties shall “meet and confer” regarding the increase or decrease to the base.

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

10.12.4.2.1 The District shall apply the COLA it received for the 2006-2007 school year to the hourly and daily rate for the April 9, 2007, staff development day. [The \$220 daily and \$33 hourly rate shall apply for the Staff Development Day scheduled in January of 2007.]

10.12.5 The provisions of Section 10.12 shall apply only as long as the State funds staff development days pursuant to AB 825.

11. Leaves of Absence

11.1 Personal Illness or Injury

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

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

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

- 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:
- 1079
- 1080 11.2.1.1 Three days if the travel distance is less than 300 miles
- 1081
- 1082 11.2.1.2 Four days if the travel distance is between 300 and 399
- 1083 miles, or
- 1084
- 1085 11.2.1.3 Five days if travel exceeds 400 miles.
- 1086
- 1087 11.3 Jury Duty Leave
- 1088
- 1089 11.3.1 A unit member who serves on jury duty will be granted paid leave of
- 1090 absence. The employee will be reimbursed for the difference between jury
- 1091 duty pay and his/her salary for the days served. When the unit member is
- 1092 excused from jury duty for a half day or more, he/she must notify the
- 1093 Superintendent's office immediately for a suitable assignment.
- 1094 Reimbursement will be granted after submitted official proof of the number
- 1095 of days served to the Superintendent's office.
- 1096
- 1097 11.3.2 Unit members, when summoned to jury duty, should respond to such
- 1098 summons as directed. Unit members should request to be excused from

jury duty, or to serve their jury duty at a time other than during the school year. When extenuating circumstances create a hardship for the District, the District may recommend that the unit member seek a deferment. Letters to support such request may be obtained from the Superintendent's Office.

11.4 Industrial Illness & Accident Leave

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

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

11.4.2 During the period of determination by the administering agency, the payroll charge will be made to the unit member's sick-leave account. If the claim is approved, an adjustment will then be made restoring to the unit member the sick leave previously charged from the first day of absence and a charge made in lieu thereof to Industrial Illness and Accident Leave. In the event the unit member does not have sick-leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the first available warrant register. Industrial Illness and Accident Leave will commence on the first day of authorized absence.

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

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

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

- 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
1255 pursuant to Section 44977.
1256

1257 11.8 Personal Necessity Leave
1258

1259 11.8.1 Ten (10) days of sick leave per year may be used for personal necessity
1260 purposes. The following do not require any advanced notice:
1261

1262 11.8.1.1 Death or serious injury of a member of the unit member's
1263 immediate family. "Immediate family" is defined as the
1264 spouse, mother, father, mother-in-law, father-in-law,
1265 son/daughter, son-in-law, daughter-in-law, grandmother,
1266 grandfather or grandchild of the unit member or the unit
1267 member's brother, sister, brother-in-law, sister-in-law or
1268 anyone living in the immediate household of the unit
1269 member or any person standing "in loco parentis." "In loco
1270 parentis" refers to someone who reared the Unit Member in

place of the Unit Member's parents.

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

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

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

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

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

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

1314	11.8.5.1	The term “immediately family” is defined in Section
1315		11.8.1.1
1316		
1317	11.8.5.2	A unit member must receive the approval from his or her
1318		immediate supervisor at least 24 hours before his or her
1319		absence.
1320		
1321	11.9	Family Medical Leave Act (“FMLA”) and California Family Rights Act
1322		(“CFRA”) Compliance
1323		
1324	11.9.1	As set forth in federal and state statutes, family care and medical leave is
1325		available to any unit member who has been (1) employed by the District
1326		for at least twelve months and (2) has been employed for at least 1,250
1327		hours during the 12-month period immediately preceding the
1328		commencement of the leave.
1329		
1330	11.9.1.1	Except as set forth in this paragraph, family care and
1331		medical leave is an unpaid leave of absence.
1332		
1333	11.9.1.2	Family care and medical leave does not constitute a break
1334		in service and the unit member remains in regular
1335		employee status with the District.
1336		
1337	11.9.1.3	For purposes of 11.9.1, a full-time unit member is
1338		presumed to have worked 1,250 hours. All other unit
1339		members must have actually worked 1,250 hours during the
1340		12-month period immediately preceding the
1341		commencement of their leave in order to qualify for
1342		FMLA/CFRA leave.
1343		
1344	11.9.1.4	A unit member may request unpaid family care and
1345		medical leave for up to twelve (12) work weeks during a
1346		fiscal year for:
1347		
1348	11.9.1.4.1	The birth of a child of the unit member, or the
1349		placement of a child with the unit member in
1350		connection with adoption or foster care;
1351		
1352	11.9.1.4.2	The care of the unit member’s child, spouse, or
1353		parent who has a serious health condition; or
1354		
1355	11.9.1.4.3	A unit member’s own serious health condition that
1356		makes the unit member unable to perform any one

1357 of the essential functions of the position held by the
1358 unit member, except for leave taken for
1359 disability on account of pregnancy, childbirth, or
1360 related medical conditions.

1361

1362 11.9.1.5 An eligible employee may use any accrued leave during the
1363 FMLA/CFRA leave. However, an employee shall not use
1364 sick leave during the period of FMLA/CFRA leave unless
1365 such leave qualifies under a collective bargaining
1366 agreement or board policy.

1367

1368 11.9.2 A unit member who requests leave to care for a child, a spouse, or a parent
1369 who has a serious health condition shall be required to submit a certificate
1370 from the health care provider.

1371

1372 11.9.2.1 The certificate shall verify the date on which the serious
1373 health condition commenced and the probable duration of
1374 the condition, and shall estimate the amount of time that the
1375 health care provider believes the unit member needs to care
1376 for the individual requiring the care. The certificate
1377 shall also contain a statement that the affected individual's
1378 condition warrants the participation of a family member to
1379 provide care.

1380

1381 11.9.2.2 When it is medically necessary, the leave may be taken
1382 intermittently, but in no case in increments of less than one
1383 (1) work day if the leave extends beyond available paid
1384 leave time pursuant to section 11.9.1.5.

1385

1386 11.9.2.3 If additional leave time is needed after the time estimated
1387 by the health care provider expires, the unit member is
1388 required to provide re-certification in the same manner
1389 specified above.

1390

1391 11.9.2.4 When the leave is for "child rearing" connected with the
1392 birth, adoption, or placement of a child in foster care and
1393 both parents of the child are employed by the District, the
1394 cumulative period of leave shall be no greater than twelve
1395 (12) work weeks. Each employee shall retain whatever
1396 additional FMLA/CFRA leave they are still entitled to for
1397 that twelve-month period.

1398

1399 11.9.3 A unit member who requests leave for the unit member's own serious

1400 health condition may be required to submit a certificate from the health
1401 care provider.

1402

1403 11.9.3.1 The certificate shall verify the date on which the serious
1404 health condition commenced and the probable duration of
1405 the condition, and shall contain a statement that the unit
1406 member is or will be unable to perform one of the essential
1407 functions of the unit member's position due to the serious
1408 health condition.

1409

1410 11.9.3.2 If additional leave time is needed after the time estimated
1411 by the health care provider expires, the unit member is
1412 required to provide re-certification in the same manner
1413 specified above.

1414

1415 11.9.3.3 The unit member may use any available accrued sick leave
1416 pursuant to Section 11.9.1.5.

1417

1418 11.9.3.4 As a condition of the unit member's return to work, the unit
1419 member shall provide acceptable medical certification of
1420 the ability to resume the duties and responsibilities of the
1421 unit member's position.

1422

1423 11.9.4 If a unit member's need for family care and medical leave is foreseeable,
1424 reasonable advance notice shall be given. Where the need for family care
1425 and medical leave is known more than thirty (30) days before the leave is
1426 to begin, the unit member shall provide written notice to the District at
1427 least thirty (30) days prior to the commencement of the leave.

1428

1429 11.9.4.1 Where the need for leave becomes known less than thirty
1430 (30) days before the leave is to begin, the unit member shall
1431 give at least verbal notification to the District within one or
1432 two school days of when the need for the leave becomes
1433 known to the employee. In such a case, the District will
1434 then provide written notification to the unit member of the
1435 commencement date of the leave.

1436

1437 11.9.4.2 When leave is needed for a planned medical treatment or
1438 supervision, the unit member is required to make a
1439 reasonable effort to schedule the treatment or supervision to
1440 avoid disruption of District operations. This scheduling
1441 requirement shall be subject to approval of the health care
1442 provider.

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

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

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

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

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

11.9.5.5 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment or supervision by a health care provider as defined by applicable law.

11.10 Catastrophic Leave

11.10.1 Definition

"Catastrophic Illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an

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

11.10.2 Eligibility Requirements

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

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

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

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

1529		reaching a decision. The Board's decision is final.
1530		
1531	11.10.2.4	The employee must be in paid status at the time of the
1532		request.
1533		
1534	11.10.2.5	The employee must have exhausted all available paid sick
1535		leave.
1536		
1537	11.10.3	Procedure for Donating Sick Leave Credit
1538		
1539	11.10.3.1	The Superintendent or designee shall ensure that all
1540		donations of sick leave to the Bank are voluntary and
1541		confidential.
1542		
1543	11.10.3.2	Any employee wishing to donate to the Bank must be in a
1544		paid status.
1545		
1546	11.10.3.3	Days shall be contributed to the Bank and granted from the
1547		Bank without regard to the daily rate of pay of the donor.
1548		
1549	11.10.3.4	Potential donors who were employed in a certificated
1550		position covered by STRS need to be advised to consider
1551		the retirement implications of donating their unused sick
1552		leave credit to the Program.
1553		
1554	11.10.3.5	No employee may make a donation of any amount of sick
1555		leave credit if that donation would reduce his/her current
1556		accumulated sick leave balance below 15 days.
1557		
1558	11.10.3.6	All eligible employees who wish to donate to the Bank
1559		must contribute at least one "full work day" of sick leave
1560		credit as the term "full work day" is defined in Section
1561		15.1.
1562		
1563	11.10.3.7	Any eligible employee who wishes to donate sick leave
1564		credit to the Bank must complete and submit a Catastrophic
1565		Leave Credit Form to the Superintendent or designee. On
1566		the catastrophic leave credit form, the employee must
1567		indicate the number of "full work days" of sick leave
1568		he/she wishes to donate, sign and date the leave credit form
1569		which authorizes the transfer.
1570		
1571	11.10.3.8	Unless a certificated employee new to the District transfers

1572 sick leave with him or her when he or she joins the
1573 Summerville School District, the certificated employee will
1574 not be eligible to donate sick leave until he or she accrues
1575 more than fifteen (15) days of sick leave with the District.
1576

1577 11.10.3.9 Employees returning from an extended leave during the
1578 enrollment period may donate sick leave credit to the bank
1579 for a period of 30 calendar days from the date of their
1580 return to active employment.
1581

1582 11.10.3.10 Upon the return to work or conclusion of CLC leave, the
1583 Administration shall return on a prorated basis any hours
1584 remaining in the Bank to the employees who contributed.
1585

1586 11.10.4 Procedure for Requesting Sick Leave Credit from the Bank
1587

1588 11.10.4.1 Sick Leave Credit for an Employee's Own Catastrophic Illness or
1589 Injury.
1590

1591 11.10.4.2 Once an employee's request has been approved by the
1592 Superintendent or designee, he/she may withdraw a maximum of
1593 30 CLC's from the Bank for his or her own catastrophic illness,
1594 injury, or reoccurrence. One "CLC" equals a regularly scheduled
1595 work day for the employee who has qualified for catastrophic
1596 leave.
1597

1598 11.10.4.3 If an eligible employee is incapacitated, the employee's spouse or
1599 other member of his/her immediate family may submit a written
1600 request for participation in the catastrophic leave program on the
1601 employee's behalf.
1602

1603 11.10.4.4 At the end of 30-work day period, the employee, if he/she is unable
1604 to return to work because of the same personal catastrophic illness
1605 or injury, may request an additional 30 CLC's. The employee or
1606 his or her immediate family member must submit another request
1607 to the Superintendent or designee for approval with a doctor's
1608 note. The Superintendent or designee may authorize an additional
1609 30 CLC's. The employee or his or her immediate family member
1610 may request a third block of fifteen (15) CLC's by following the
1611 procedure set forth in this section.
1612

1613 11.10.4.5 An eligible full time/part time employee may not receive more
1614 than seventy-five (75) CLC's for a catastrophic (CLC's reference

1615 75 school days not actual work days) illness or injury. A part time
1616 employee would receive up to 75 school days not 75 work days.
1617
1618 11.10.4.6 Catastrophic leave CLC's shall not be used for illness or disability
1619 which qualifies the participant for Workers' Compensation
1620 benefits. An eligible employee must exhaust all Worker's
1621 Compensation benefits or state disability benefits before he/she
1622 may with draw CLC from the bank.
1623
1624 11.10.4.7 An employee who qualifies for Catastrophic Leave shall first use
1625 any sick leave credits that he/she receives at the beginning of a
1626 school year before using any remaining CLC's for which he or she
1627 is eligible.
1628
1629 11.10.5 Sick Leave Credit for an Immediate Family Member's Catastrophic Illness or
1630 Injury.
1631
1632 11.10.5.1 Under California law, a certificated employee may use his or her
1633 personal necessity leave (Education Code section 44981) and one-
1634 half of his or her annual sick leave allotment each calendar year
1635 pursuant to Labor Code section 233 to care for the illness of an
1636 immediate family member. For a full-time employee, the contract
1637 leave provisions (section 11.8.1) allow ten days of sick leave to be
1638 used for personal necessity each work year. A certificated
1639 employee may not use differential leave to care for the health of an
1640 immediate family member. (Immediate family as defined in
1641 11.8.1.1)
1642
1643 11.10.5.2 Federal Family and Medical Leave Act ("FMLA") and the
1644 California Family Rights Ace ("CFRA"), incorporated AR 41.61.8
1645 Family Leave, set forth the rights and responsibilities of an
1646 employee absent for a family leave purpose and will apply and
1647 supersede any district policy, practice, rule or procedure to the
1648 extent that such other policy, practice, rule or procedure is in
1649 conflict with or inconsistent with AR 4161.8 (Ref 11.9.1.4)
1650
1651 11.10.6 Non-Grievable
1652
1653 11.10.6.1 Any provision of the catastrophic leave
1654 program in the contract shall not be
1655 grievable.
1656 11.11 Unpaid Leave
1657

1658 11.11.1 The Board may grant non-paid leaves at its discretion. The
1659 granting of unpaid leave to one employee is non-precedent setting
1660 to another employee's request.
1661
1662 11.11.2 Requests for leaves to begin the following year must be received
1663 no later than April 15.
1664
1665 11.11.3 Leaves to commence during a school year must be requested no
1666 later than thirty (30) days prior to the commencement. The thirty
1667 (30) day requirement may be waived by the District.
1668
1669 11.12 Study Leave
1670
1671 Beginning with the 1976-77 school year any employee of the bargaining unit who
1672 is granted leave for study shall return at the completion of that leave at a salary
1673 level in accordance with service credit earned at the time the leave was granted.
1674 On his/her return, he/she must file an official college transcript showing that
1675 he/she has completed the course or courses for which the leave was granted from
1676 the accredited University or College attended and approved by the district.
1677 Retirement is not allowable during such leave.
1678
1679 12. Class Size
1680
1681 12.1 Class Size. It is the goal of the District to maintain a class size that affords an
1682 optimum learning opportunity and a safe environment for all.
1683
1684 The District shall take the following factors into consideration when establishing
1685 class sizes:
1686
1687 12.1.1 Subject matter
1688 12.1.2 Type of instruction
1689 12.1.3 Ability of pupils
1690 12.1.4 Availability of instructional aides
1691 12.1.5 Workstations
1692 12.1.6 Use of special facilities and equipment
1693 12.1.7 Financial limitations
1694
1695 12.2 Class size shall not exceed those levels mandated by the State. At a teacher's
1696 request, there shall be a conference between the teacher and the principal for the
1697 purpose of considering a reduction in the class size for that classroom due to the
1698 special needs of the children in that class. Before responding to the
1699 teacher's request for a reduction in a class size, the Principal may confer with

other District staff as he or she deems appropriate. The Principal shall respond to the teacher's request within ten (10) calendar days of the meeting. If the teacher is not satisfied with the result, he/she may request a meeting with the Superintendent. The District Superintendent's decision is final.

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

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

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

13. Evaluation Procedures

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

13.2 Evaluation Procedure

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

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

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

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

13.2.1.2 If a classroom unit member is employed after December 1, only one evaluation will be required by the end of February of the following semester.

13.2.1.3 The final written evaluation and conference for probationary classroom unit members (other than third year employees) who are being re-employed shall be completed by April 30 of each year.

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

13.2.2.1 A permanent employee may be evaluated every five years once they have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee agree. The certificated employee or the evaluator may withdraw consent at any time.

13.2.3 No later than the end of the seventh school week of the year in which the evaluation is to take place, the evaluator and the certificated employee shall meet and discuss the elements upon which the evaluation is to be

- 1786 based. This shall include, but not be limited to, the following:
1787
1788 13.2.3.1 Expected standards of student progress developed by the
1789 employee and approved by the prime evaluator including
1790 California Teaching Standards: assessing student learning;
1791 and planning instruction and designing learning
1792 experiences for all students.
1793
1794 13.2.3.2 Maintenance of pupil control including the California
1795 Teaching Standard: creating and maintaining effective
1796 environments for student learning.
1797
1798 13.2.3.3 Maintenance of suitable learning environment: including
1799 the California Teaching Standards: engaging and
1800 supporting all students in learning; and understanding and
1801 organizing subject matter for student learning.
1802
1803 13.2.3.4 The requirements of any state law pertaining to the duties
1804 and responsibilities of teachers.
1805
1806 13.2.3.5 Goals and objectives.
1807
1808 13.2.3.6 The California Teaching Standard: developing as a
1809 professional educator.
1810
1811 13.2.4 Each evaluation shall be based upon at least two observations, lasting 30
1812 minutes or longer, and shall be followed by a formal evaluation
1813 conference in which the evaluator and the certificated employee shall
1814 review the observations and what is to be incorporated into the written
1815 evaluation. Evaluation and assessment shall be reduced to writing and a
1816 meeting shall be held between the certificated employee and the evaluator
1817 to discuss the evaluation not later than 30 days before the last school day
1818 scheduled on the school calendar adopted by the governing board for the
1819 school year in which the evaluation takes place. If weaknesses are noted,
1820 specific recommendations for improvement shall be made in writing.
1821 When performance is outstanding, commendations shall be included in
1822 written evaluation.
1823
1824 13.2.4.1 A certificated employee shall have the right to initiate a
1825 written objection to the official evaluation, which shall
1826 become a permanent part of his/her personnel file.
1827
1828 13.2.4.2 The evaluation will not be filed until ten (10) days after the

employee is given notice and the opportunity to review and comment thereon.

13.2.5 The evaluation form shall be completed in duplicate.

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

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

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

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

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

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

1872 coaches may be evaluated by the Athletic Director.
1873
1874 13.3 Re-employment Recommendations
1875
1876 At the time of the final evaluation each school year, the Superintendent shall
1877 advise the teacher of his/her recommendation regarding continued employment
1878 and shall indicate the recommendation on the evaluation form. If the evaluation is
1879 completed after March 15th, a recommendation relative to re-employment will
1880 not be required.
1881
1882 13.4 Teachers Assigned After Beginning of School Year
1883
1884 An official evaluation will not be required on any teacher assigned to a school or
1885 department after the students' school year has begun until a period of at least
1886 forty-five (45) school days has elapsed.
1887
1888 13.5 Any evaluation of teacher performance shall not include the use of publishers'
1889 norms established as the result of standardized tests.
1890
1891 13.6 Resignations
1892
1893 An official evaluation shall not be required for any teacher whose resignation has
1894 been accepted by the Trustees prior to the required evaluation date.
1895
1896 13.7 Special Evaluations
1897
1898 The Superintendent may, at his/her discretion, require no more than two (2)
1899 written evaluations during any school calendar year.
1900
1901 14. Salaries
1902
1903 14.1 As per salary schedule-negotiated agreement (Appendix A-3)
1904
1905 14.1.1 Beginning the 2004-2005 school year, the District shall calculate the
1906 salary paid to any certificated unit member for an assignment less than the
1907 183 days set forth in Section 10.2 on a per diem basis.
1908
1909 14.2 Due to the increase in technology, new testing procedures, and the need to keep
1910 staff up-to-date in their respective fields of study, the Board offers each
1911 bargaining unit member an incentive to pursue continuing education in his or her
1912 field of study so as to maintain and/or improve his or her qualifications and
1913 teaching competencies. Bargaining unit members who complete approved course
1914 work shall be assigned to a higher classification when transcripts, grade cards,

- and/or degrees have been examined and approved by the District. A bargaining unit member may achieve only one (1) reclassification per year. A reclassification is considered an increase in the number of approved units for compensation.
- 14.2.1 Courses of Continuing education may be taken from any post-secondary accredited institution.
- 14.2.2 The Unit Member must obtain course approval from the Superintendent or his or her designee before pursuing continuing education if the Unit Member wishes to be assured credit for purposes of reclassification. The Superintendent or his or her designee may approve units in the member's academic or teaching field, as well as courses related to technology or the instruction of high school students. The Superintendent or designee may allow units for unit members seeking credentials outside their academic field or for courses that will enhance teaching strategies and/or add to 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.

1958	
1959	
1960	14.2.6 Five years must elapse before a course may be repeated for unit credit.
1961	The Administration may allow a member to repeat a course at any time in
1962	order for the member to stay current in course content, technology, or
1963	class management.
1964	
1965	14.2.7 Units for advancement are only those units received beyond the date of the
1966	Bachelor Degree.
1967	
1968	14.2.8 Travel study shall be done in connection with a post-secondary accredited
1969	institution and shall be directly related to the member's academic and
1970	teaching assignment.
1971	
1972	14.2.9 In order to receive an increase in continuing education units, unit members
1973	shall submit proof of course work by August 31 st and arrange to have
1974	official transcripts mailed or delivered to the District Office before
1975	October 31 st of the year in which the increase is to take place. If
1976	transcripts or grade cards indicate that the requesting unit member has
1977	failed to achieve the units or degree, the unit member shall immediately
1978	revert to the former classification and shall restore to the District any and
1979	all overpayments made to the member. These dates shall be adhered to
1980	except by agreement between the District and the member.
1981	
1982	14.2.10 If the unit member is taking additional course work at the
1983	recommendation of the Administration, the ten-working day prior
1984	approval requirement set forth in Section 14.2.2.1 will be waived.
1985	14.3 Reclassified pay shall commence effective September 1 st of each year.
1986	.
1987	14.4 A newly hired member shall not receive any more than 72 units of credit at the
1988	time of his or her initial employment by the District.
1989	.
1990	14.5 Effective October 1, 2010, any individual employed as a temporary certificated
1991	bargaining unit member who has retired from STRS or PERS shall be
1992	compensated in the amount of \$8,000 per section or class for a full year of
1993	service. Any such person employed for less than a full-year of service shall
1994	receive a prorated amount of the \$8,000 per section or class. This section shall
1995	sunset on June 30, 2012, unless the parties mutually agree to extend the
1996	application of this section.
1997	.
1998	14.5.1 A certificated unit member shall advance on the certificated salary
1999	schedule based upon the completion of, in a paid status, seventy-
2000	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."

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

2044 prorated benefits each year thereafter for part-time service.
2045
2046 15.2.2 In the event the bargaining unit chooses a benefit package of lesser value
2047 than \$8199 in subsequent years, the dollar value difference of the two
2048 plans will be added to the salary ladder.
2049
2050 15.3 Benefits for Retirees Hired as Temporary Certificated Employees
2051
2052 15.3.1 An individual employed as a temporary certificated bargaining unit
2053 member who has retired from STRS or PERS shall not be entitled to the
2054 benefits set forth in this Article.
2055
2056 15.3.2 Section 15.3.1 shall not apply to a unit member's vested retirement
2057 benefits earned pursuant to Article 20 of this agreement.
2058
2059 16. Personnel Files
2060
2061 16.1 Materials in personnel files of unit members that may serve as a basis for
2062 affecting the status of their employment will be made available for the inspection
2063 of the unit member involved. These materials may be inspected by the unit
2064 member upon request provided that the request is made at a time when the unit
2065 member is not actually required to render services to the District.
2066 16.2 Information of a derogatory nature will be provided to the unit member who will
2067 be given an opportunity to review and comment thereon. The unit member will
2068 have the right to enter, and have attached to any derogatory statement, his/her
2069 own comments thereon. The review of the derogatory information by a unit
2070 member may take place during normal business hours.
2071
2072 17. Vacancies, Involuntary Transfers & Reassignment
2073
2074 17.1 Vacancies: A unit member desiring a transfer to a vacancy may request one by
2075 following the procedures set forth below.
2076
2077 17.1.1 The District office will maintain a list of current positions which
2078 will be posted for review at the District Office. A copy will be
2079 mailed to each off-campus site.
2080
2081 17.1.2 After the District posts notice of a vacancy, any interested unit
2082 member may submit an application to the District within the time
2083 permitted for all applicants.
2084
2085 17.1.3 The District will select the person or employee whom it determines
2086 best meets the need of the District.

2087
2088 17.2 Involuntary Transfers
2089

2090 17.2.1 Reasons for involuntary transfers shall include, but not be limited to, the
2091 following:

2092
2093 17.2.1.1 Reduction of a particular program.

2094
2095 17.2.1.2 Cancellation of a particular program.

2096
2097 17.2.1.3 Opportunity to evaluate a unit member in a different
2098 school, assignment or grade level.

2099
2100 17.2.1.4 Recommendation on a final evaluation pursuant to Article
2101 13.

2102
2103 17.2.2 Involuntary transfers shall be initiated by the Superintendent or Principal.
2104 An involuntary transfer may preempt the provisions of Section 17.1. In
2105 the event of an involuntary transfer pursuant to Sections 17.2.1.3 or
2106 17.2.1.4, the provisions of Section 17.1 shall apply to the vacancy left by
2107 the involuntary transfer.

2108
2109 17.2.3 A unit member shall be given a copy of the administrative request to
2110 transfer and shall be granted a conference with the person(s) requesting
2111 the transfer.

2112
2113 17.2.4 A unit member shall not be assigned or transferred outside the scope of
2114 his/her major or minor subject areas or competency within a credential
2115 authorization without consultation or mutual approval.

2116
2117 17.2.5 Involuntary transfers shall not be made with regard to age, race, creed,
2118 religion, sex, national origin, or marital status.

2119
2120 17.2.6 There shall be no reduction in basic teaching assignments without mutual
2121 agreement of all parties involved except in cases of staff reduction.

2122
2123 17.2.7 A member involuntarily transferred shall not be required, unless otherwise
2124 provided herein, to work beyond the workday of the majority of the
2125 members assigned to the Summerville High School campus.

2126
2127 17.3 Involuntary Transfer Appeal
2128

2129 17.3.1 A unit member transferred because of sections 17.2.1.1 or 17.2.1.2 above

- 2130 shall be given first consideration to a position for which he/she is
2131 credentialed and qualified as positions become available.
2132
- 2133 17.3.2 If a unit member objects to a transfer, she or he may request a meeting
2134 with the appropriate District administrator and the Superintendent. The
2135 unit member may invite a representative of the Federation to be present at
2136 such meeting. The decision of the Superintendent is final.
2137
- 2138 17.3.3 If a unit member's assignment is changed during the summer months, the
2139 District will immediately send written notification of such change to the
2140 employee's last known address.
2141
- 2142 17.4 Split Assignments
2143
- 2144 17.4.1 Split assignments may be implemented according to 17.2.1.1 or 17.2.1.2
2145 of this Article, but in no case shall an assignment be made to more than
2146 two (2) sites as a part of the regular work day.
2147
- 2148 17.4.2 A unit member on a split assignment shall be afforded ample travel time.
2149
- 2150 17.4.3 The total assignment between the two campuses shall not exceed that of
2151 the normal work day.
2152
- 2153 18. Peer Assistance and Review Purpose:-***Enforcement Suspended***
2154
- 2155 18.1 The Peer Assistance and Review Program (from here on referred to as PAR) is a
2156 cooperative effort by the Summerville Union High School District (from here on
2157 referred to as "District") and the Summerville Federation of Teachers (from here
2158 on referred to as the "Federation").
2159
- 2160 18.1.1 The PAR program is to provide professional assistance and continuous
2161 staff development to teachers in need of development in subject matter
2162 knowledge or teaching strategies to improve student performance.
2163
- 2164 18.1.2 The program shall establish a feedback mechanism that allows exemplary
2165 teachers to assist new and/or veteran teachers in need of development in
2166 subject matter knowledge or teaching strategies, or both.
2167
- 2168 18.1.3 The program will focus on a teacher's classroom performance as it relates
2169 to his or her ability to engage students in learning, to create an effective
2170 environment, to organize subject matter, to plan instruction, to assess
2171 learning, and to develop as a professional.
2172

- 2173 18.2 Definitions:
- 2174
- 2175 18.2.1 Consulting Teacher: A teacher who is assigned to assist the Participant.
- 2176
- 2177 18.2.2 Participant: A teacher that has been referred to and accepted into PAR.
- 2178
- 2179 18.2.3 Subject Area Specialist: A teacher who specializes in a specific subject
- 2180 area.
- 2181
- 2182 18.2.4 PAR Panel: Four teachers and one administrator charged with oversight of
- 2183 the PAR program.
- 2184
- 2185 18.3 Goal: The guiding principle of the PAR program will be the improvement of the
- 2186 performance of the Participant in order to provide better instruction for students.
- 2187 The PAR program will:
- 2188
- 2189 18.3.1 Promote collaboration among Consulting Teachers and administrators.
- 2190
- 2191 18.3.2 Utilize instructional expertise from Consulting Teachers.
- 2192
- 2193 18.3.3 Enhance and improve classroom instruction to maximize students
- 2194 performance.
- 2195
- 2196 18.3.4 Establish a system of peer assistance and modeling by the consulting
- 2197 teacher.
- 2198
- 2199 18.3.5 Provide a Consulting Teacher to Participants who have received
- 2200 unsatisfactory evaluations in the summary.
- 2201
- 2202 18.3.6 Provide a Consulting Teacher to assist certificated personnel new to the
- 2203 District who are not eligible for the Beginning Teacher Support and
- 2204 Assessment (BTSA) program.
- 2205
- 2206 18.3.7 Provide a Consulting Teacher to teachers new to the District
- 2207
- 2208 18.3.8 Provide a Consulting Teacher to teachers requesting assistance.
- 2209
- 2210 18.3.9 Design an appropriate reporting process and time line for certificated staff
- 2211 in the program.
- 2212
- 2213 18.4 Panel Selection: The peer panel (herein referred to as “Panel”) shall consist of
- 2214 four certificated teachers and one administrator.
- 2215

- 2216 18.4.1 Teachers seeking a position on the Panel will submit a letter of interest to
2217 the faculty association.
2218
- 2219 18.4.2 The certificated members of the Panel shall be selected by majority vote of
2220 the certificated membership.
2221
- 2222 18.4.3 Certificated Panel members shall not be considered management under the
2223 Educational Employment Relations Act (EERA).
2224
- 2225 18.4.4 The administrative representative to the Panel shall be appointed by the
2226 superintendent and approved by the Board.
2227
- 2228 18.5 Panel Responsibilities:
2229
- 2230 18.5.1 To assess recommendations from the administration for teacher
2231 participation in the program whose performance is deemed unsatisfactory.
2232
- 2233 18.5.2 To recommend teachers to participate in the program who volunteer for
2234 assistance.
2235
- 2236 18.5.3 To evaluate the impact of the PAR program in order to improve the
2237 program.
2238
- 2239 18.5.4 To submit recommendations to the Federation and the Board for
2240 improvement or changes in the program.
2241
- 2242 18.5.5 To conduct classroom observation of potential Consulting Teachers as
2243 needed.
2244
- 2245 18.5.6 To attend scheduled Panel meetings.
2246
- 2247 18.5.7 To establish a time line of objectives and activities to be performed by the
2248 Consulting Teacher.
2249
- 2250 18.5.8 To meet at least four (4) times annually to review the work of the
2251 Consulting Teachers and their caseloads.
2252
- 2253 18.5.9 To select a chairperson for a one year term.
2254
- 2255 18.5.10 To select the Consulting Teacher after a needs assessment of Participant.
2256
- 2257 18.5.11 To assign a Consulting Teacher to a Participant.
2258

2259 18.5.12 To recommend appropriate Consulting Teacher training.
 2260
 2261 18.5.13 To advise the Consulting Teacher of the procedure to be followed.
 2262
 2263 18.5.14 To terminate a Consulting Teacher whose performance does not meet the
 2264 expectation of the program.
 2265
 2266 18.5.15 To review the final report of the Consulting Teacher related to the
 2267 assistance plan and, if deemed necessary, seek clarification by interview
 2268 with the Consulting Teacher.
 2269
 2270 18.5.16 To allocate Consulting Teacher stipend based on State funding.
 2271
 2272 18.5.17 To prepare a recommendation to the Superintendent related to the
 2273 Participant's assistance plan.
 2274
 2275 18.6 Participant Selection Criteria:
 2276
 2277 18.6.1 Teacher who has been identified as performing in an unsatisfactory
 2278 manner and is assigned for assistance.
 2279
 2280 18.6.2 First year teacher.
 2281
 2282 18.6.3 Teacher new to the District.
 2283
 2284 18.6.4 Volunteer participant
 2285
 2286 18.6.4.1 A teacher who volunteers based upon administrative
 2287 recommendation.
 2288
 2289 18.6.4.2 A teacher who volunteers to participate in the program.
 2290
 2291 18.7 Participant Selection Procedure:
 2292
 2293 18.7.1 All applicants will be referred to the PAR program by the Administration.
 2294 Volunteer applicants will submit a letter of interest to the Administration.
 2295
 2296 18.7.2 Each referral shall be reviewed by the Panel to determine whether
 2297 acceptance into the program is appropriate.
 2298
 2299 18.7.3 The teacher shall have the opportunity to make a presentation to the Panel.
 2300
 2301 18.7.4 If the Panel rejects the referral, it shall provide the District with the

2302 reasons in writing for the rejection.

2303

2304 18.7.5 The Participant will be given guidelines and time lines describing

2305 remediation procedures.

2306

2307 18.7.6 The Consulting Teacher will develop a plan that will provide sufficient

2308 staff development or correct any of the areas where performance is

2309 unsatisfactory.

2310

2311 18.7.7 This process will be completed between March 15 and the end of the

2312 school year when the unsatisfactory evaluation was issued. Upon mutual

2313 consent of the Panel and the Participant, the time line may be extended up

2314 to one (1) month or twenty (20) teaching days.

2315

2316 18.8 Consulting Teacher Qualifications:

2317

2318 18.8.1 Experience:

2319

2320 18.8.1.1 Permanent or retired employee of the District.

2321

2322 18.8.1.2 Recent classroom experience of at least five years in the

2323 District teaching subject area of major.

2324

2325 18.8.1.3 Extensive teaching experience.

2326

2327 18.8.2 Abilities and Skills:

2328

2329 18.8.2.1 A range of teaching strategies and methods

2330

2331 18.8.2.2 An understanding of how to meet the need of pupils in

2332 different contexts.

2333

2334 18.8.2.3 Effective classroom management strategies.

2335

2336 18.8.2.4 Counseling and coaching strategies.

2337

2338 18.8.2.5 Familiarity with specific curricular areas of participant.

2339

2340 18.8.2.6 Effective and tactful communication strategies.

2341

2342 18.8.3 Other training may include:

2343

2344 18.8.3.1 Observation procedures and program evaluation.

2345

2346 18.8.3.2 Peer counseling.

2347

2348 18.8.3.3 Curriculum design.

2349

2350 18.9 Consulting Teacher Selection Procedure: Each certificated teacher who applies

2351 for the position of Consulting Teacher will:

2352

2353 18.9.1 Submit an application to be reviewed by the Panel.

2354

2355 18.9.2 Authorize the review of previous performance evaluations of the applicant

2356 by the Panel.

2357

2358 18.9.3 Be observed in the classroom by a member of the Panel.

2359

2360 18.9.4 Interview with the Panel.

2361

2362 18.9.5 Be selected by a majority vote of four out of five Panel members.

2363

2364 18.10 Service of a Consulting Teacher:

2365

2366 18.10.1 One (1) or two (2) years depending on the needs of the participant.

2367

2368 18.10.2 A Consulting Teacher may reapply for a new term.

2369

2370 18.11 Duties and Responsibilities of Consulting Teacher: Once a Participant has been

2371 selected by the Panel to participate in the PAR program, all recommendations for

2372 conferences and staff development activities shall be the sole responsibility of the

2373 Consulting Teacher. The Consulting Teacher shall give guidelines and time lines

2374 describing the remediation procedure. By the end of the grading period, the

2375 Consulting teacher will develop a plan that will provide sufficient staff

2376 development to correct any of the areas where performance is unsatisfactory.

2377 There shall be frequent conversations, scheduled and non-scheduled, between the

2378 Consulting Teacher and the Site Administrator regarding the Participant. Each

2379 Consulting Teacher will:

2380

2381 18.11.1 Assist in writing clear performance goals with the Participant,

2382 consistent with the California curriculum and teaching standards.

2383

2384 18.11.2 Recommend, in writing, appropriate staff development time line of

2385 activities to improve the skills and knowledge of each Participant.

2386

2387 18.11.3 Provide assistance that may include developing, providing or

2388		arranging for classroom material, reviewing curriculum, suggesting
2389		and discussing teaching and classroom arrangement techniques,
2390		record keeping requirements, demonstrating teaching techniques,
2391		arranging for observations of other teachers, and planning
2392		instruction.
2393		
2394	18.11.4	Conduct observations of each Participant at least once a month.
2395		
2396	18.11.5	Within five days of observation, provide a written review to each
2397		Participant.
2398		
2399	18.11.6	Provide a summary documenting areas of growth or areas of
2400		needed improvement.
2401		
2402	18.11.7	Maintain schedule of activities.
2403		
2404	18.11.8	Send copies of observation reports to the site administration and
2405		the Panel.
2406		
2407	18.11.9	Maintain a log for each Participant showing dates and time of
2408		contacts, including a summary of conversations, observations, and
2409		other forms of assistance provided.
2410		
2411	18.11.10	Inform the Panel of Participants who are not making satisfactory
2412		progress and revise the assistance plan.
2413		
2414	18.11.11	Prepare a final report to address issues in the improvement plan,
2415		staff development activities, and the level of achievement made by
2416		the Participant.
2417		
2418	18.12	Compensation for Consulting Teachers and Panel Members:
2419		
2420	18.12.1	Current salary placement.
2421		
2422	18.12.2	Yearly allocation of each Consulting Teacher based on the State
2423		allocation.
2424		
2425	18.12.2.1	A PAR consultant working with a first year teacher
2426		receiving BTSA support or a teacher who is new to the
2427		District (not a beginning teacher) shall receive fifty percent
2428		(50%) of the stipend assigned to the Consultant of a
2429		voluntary or mandated participant per semester. [For
2430		example, during the 2006-2007 school year, a PAR

2431 consultant who works with a voluntary or mandated
 2432 participant shall receive \$1200 per semester. A PAR
 2433 consultant who works with a first year teacher or a teacher
 2434 new to the District will receive \$600 per semester.] At the
 2435 discretion of the PAR committee, a PAR consulting teacher
 2436 may be assigned to one (1) or two (2) semesters. The
 2437 consulting teacher shall be paid relative to the one or two
 2438 semester term of service.
 2439

2440 18.12.3 Each Consultant Teacher shall have a caseload not to exceed two
 2441 Participants. Each mandated Participant shall be part of the
 2442 program for at least one year. The PAR Panel shall decide the
 2443 length of time for other non-mandated participants (including first
 2444 year teachers and teachers new to the District), which shall be at
 2445 least one semester.
 2446

2447 18.12.4 \$1,250 to be used at the Consulting Teacher's discretion for
 2448 support and assistance of each Participant, i.e., supplies,
 2449 conferences, release time or Subject Area Specialist but not for
 2450 compensation of the Consulting Teacher.
 2451

2452 18.12.5 \$500 compensation per Panel member with reduction for non
 2453 attendance proportionate to number of meetings missed.
 2454

2455 18.12.6 \$940 discretionary for Panel expense.
 2456

2457 18.13 Subject Area Specialist: At the request of the participating teacher, a Subject Area
 2458 Specialist may be assigned to assist the participating teacher.
 2459

2460 18.13.1 The Federation and the District understand that every possible
 2461 subject matter competency may not be available within the corps
 2462 of Consulting Teachers, and therefore it shall occasionally be
 2463 necessary to secure additional assistance to fully address identified
 2464 deficiencies. In such cases, the Consulting Teacher maintains
 2465 primary responsibility for the Individual Improvement Plan, but
 2466 may function more as a case carrier who assures the availability of
 2467 appropriate resources and services.
 2468

2469 18.13.2 The Consulting Teacher shall select Subject Area Specialist with
 2470 approval of the Panel. A Subject Area Specialist is a Consulting
 2471 Teacher that can be placed on assignment as the need arises. The
 2472 selected Subject Area Specialists will continue in their current
 2473 status until their services are needed. Their assignment will be

determined annually. The Subject Area Specialist will provide direct support for the participating teacher and recommend appropriate staff development activities. The participating teacher will be introduced to other services available such as curriculum specialist, psychologist, speech therapist, and other support personnel to assist in the improvement of instruction.

18.14 Panel Reporting Procedures:

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

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

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

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

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).

2517 18.16.4 Nothing herein shall preclude the Superintendent and/or Board
2518 members from examining information which they are entitled to by
2519 law for review in connection with the report of the program review
2520 process.
2521

2522 18.16.5 Nothing herein shall modify or in any manner affect the rights of
2523 the Governing Board/District under provisions of the Education
2524 Code relating to the employment, classification, retention, or non'
2525 re-election of certificated employees.
2526

2527 18.16.6 Nothing herein shall modify or affect the District's right to issue
2528 notices of unsatisfactory performance and or unprofessional
2529 conduct pursuant to Education Code Section 44938.
2530

2531 18.17 Participant Due Process Rights
2532

2533 18.17.1 The Participant shall be entitled to review all reports generated by
2534 the Consulting Teacher and Principal prior to their submission to
2535 the Panel, and have his or her comments attached. The Consulting
2536 Teacher shall provide the Participant with copies of such reports at
2537 least five (5) working days prior to the meeting of the Panel at
2538 which the reports will be considered.
2539

2540 18.17.2 Participants who volunteered or were new to the District may
2541 choose to have their final review placed in their personnel file.
2542 Participants assigned to assistance will have their review placed in
2543 their personnel file.
2544

2545 18.17.3 The Participant shall have the right, if a member of the Federation,
2546 to be represented by the Federation in any meetings of the Panel to
2547 which he/she is called and shall be given a reasonable opportunity
2548 to present his/her point of view concerning any report being made.
2549

2550 18.17.4 The decision to refer a Participant for intervention through this
2551 program shall not be subject to the grievance process, nor shall a
2552 decision to remove a Participant from the program be grievable.
2553

2554 18.17.5 The Participant shall have the right to timely reports of progress
2555 being made.
2556

2557 18.17.6 The Participant shall have the right to present in writing to the
2558 Panel why a specific Consulting Teacher should be replaced and
2559 another Consulting Teacher substituted and have those reasons be

2560 considered by the Panel.

2561 18.17.7 A Participant shall not have multiple evaluators or Consulting

2562 Teachers.

2563

2564 18.17.8 The PAR program in no manner diminishes the legal rights of

2565 bargaining unit members of the District.

2566

2567 18.17.9 A Participant shall not have access to the grievance process to

2568 challenge the contents of reports, review, or decisions of the

2569 Consulting Teacher, principal or Panel, but may file responses that

2570 become part of the official record of the intervention.

2571

2572 18.18 Consulting Teacher Due Process: Consulting Teachers shall be held harmless and

2573 are protected from legal liability in the execution of their assigned duties. The

2574 District shall provide legal defense, if necessary, at no expense to the Consulting

2575 Teacher. Consulting Teachers shall not be considered management under the

2576 EERA

2577

2578 18.19 Program Phase-in: The successful implementation of the program required

2579 adoption of a standards-based evaluation system. The District and the Federation

2580 developed such a system during the second semester of 1999-2000 school year for

2581 implementation for the 2000-2001 school year. The evaluation system is based

2582 on the California Standards for the teaching Profession (CSTP). The initial PAR

2583 Panel was selected prior to June 30, 2000.

2584

2585

2586 19. Expense Reimbursement

2587

2588 19.1 Unit members will be reimbursed for approved job-related expenses. Prior

2589 approval by the Superintendent/designee(s) is required for reimbursement.

2590

2591 19.2 Unit members approved to travel may use a District vehicle if one is available.

2592 District vehicles are to be used for school business only and may only be driven

2593 by drivers approved by the District. Unit members must possess a valid

2594 California driver's license to operate a District vehicle.

2595

2596 19.3 If a District vehicle is not used, a unit member may use a private vehicle provided

2597 it is in safe operating condition. Mileage expenses will be reimbursed at the IRS

2598 allowable rate until the amount set aside for mileage is exhausted from the budget.

2599 No reimbursement will be made for mileage to and from the unit member's

2600 residence and work site.

2601

2602 20. Early Retirement

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

The provisions of this program are as follows:

20.1 Eligibility

20.1.1 Certificated employees who are eligible to retire under the State Teachers Retirement System and who have served at least ten (10) years of continuous service in this District. Employees must have reached the age of 55.

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

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

20.1.4 A certificated employee not eligible to retire under the State Teacher Retirement System, but who has 25 years in this district may participate in the early retirement benefit program without retiring through STRS.

20.2 Benefits

20.2.1 Health Benefits for Retirees and Dependents

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

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

2646
2647 20.2.1.3 Participants may continue the health insurance benefits at
2648 their expense after the contract period until they (or their
2649 spouse) reaches age 65.
2650
2651 20.2.2 In Lieu Payments - The retiree may select the option of in lieu payments
2652 for medical benefits up to five years or age 65.
2653
2654 20.3 Requirements
2655
2656 Employees must submit a letter of resignation to the Superintendent prior to
2657 March 1 of the current school year.
2658
2659 20.4 Application to Heirs
2660
2661 The Parties agree that any annuity payments will be passed on to the Estate of the
2662 unit member; or, if no Estate, to the unit member's closest heir.
2663
2664 20.5 Loss of Medical Benefits
2665
2666 The District will have no responsibility to continue providing for a retiree's
2667 medical benefits if the retiree fails to make his/her monthly premium payments.
2668
2669 20.6 Nothing in this Article or Section shall prohibit the District and the CFT from
2670 negotiating additional early retirement incentives for certificated unit members.
2671
2672 21. Miscellaneous Provisions
2673
2674 21.1 Any individual contract between the District and an individual employee of the
2675 bargaining unit shall be subject to and consistent with the terms and conditions of
2676 this Agreement. If an individual contract contains any language that is
2677 inconsistent with this Agreement, this Agreement during its duration shall be
2678 controlling.
2679
2680 21.2 This Agreement shall constitute the full and complete commitment between the
2681 parties hereto and shall supersede and cancel any and all previous agreement both
2682 written and oral. This Agreement will not be altered, changed, added to, deleted
2683 from or modified unless mutual consent of the parties is obtained in writing and
2684 made a signed amendment to this Agreement.
2685
2686 21.3 The provisions of this Agreement shall not be misinterpreted or misapplied in a
2687 manner which is arbitrary, capricious or discriminatory. Rules which are
2688 designed to implement this Agreement shall be uniform in application.

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

22. Statutory Changes

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

23. Savings Clause

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

24. Concerted Activities

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

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

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

25. Open Negotiations

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

25.1 During the term of any agreement, either party may negotiate salary, benefits, and

2732 two other articles. The parties may also open any other articles upon mutual
2733 agreement.

2734
2735 26. Duration

2736
2737 26.1 This agreement shall become effective from July 1, 2015, through and including
2738 June 30, 2018, or until such time as a successor agreement is approved. The
2739 Parties agree that this Agreement shall resolve negotiations for the 2016-2017 and
2740 2017-2018 school years.

2741
2742 Signed and entered into this 13th day of February, 2018.

2743 
2744

2745
2746 Randy Richter
2747 Board President
2748 Summerville Union High School District
2749



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

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

2017/2018

This range of pay is for comparison purposes only. Each unit above a BA is paid incrementally.

Attachment A

CERTIFICATED TEACHERS SALARY SCHEDULE

STEP	Base	BA +30	BA + 60	BA + 72	BA + 90
1	\$ 46,046	\$ 50,486	\$ 54,926	\$ 56,702	\$ 59,366
2	\$ 48,191	\$ 52,631	\$ 57,071	\$ 58,847	\$ 61,511
3	\$ 50,338	\$ 54,778	\$ 59,218	\$ 60,994	\$ 63,658
4	\$ 52,481	\$ 56,921	\$ 61,361	\$ 63,137	\$ 65,801
5	\$ 54,626	\$ 59,066	\$ 63,506	\$ 65,282	\$ 67,946
6	\$ 56,772	\$ 61,212	\$ 65,652	\$ 67,428	\$ 70,092
7	\$ 58,914	\$ 63,354	\$ 67,794	\$ 69,570	\$ 72,234
8	\$ 61,062	\$ 65,502	\$ 69,942	\$ 71,718	\$ 74,382
9	\$ 63,206	\$ 67,646	\$ 72,086	\$ 73,862	\$ 76,526
10	\$ 65,351	\$ 69,791	\$ 74,231	\$ 76,007	\$ 78,671
11	\$ 67,496	\$ 71,936	\$ 76,376	\$ 78,152	\$ 80,816
12	\$ 69,641	\$ 74,081	\$ 78,521	\$ 80,297	\$ 82,961
13	\$ 71,784	\$ 76,224	\$ 80,664	\$ 82,440	\$ 85,104
14	\$ 73,933	\$ 78,373	\$ 82,813	\$ 84,589	\$ 87,253
15	\$ 76,080	\$ 80,520	\$ 84,960	\$ 86,736	\$ 89,400
16	\$ 78,270	\$ 82,710	\$ 87,150	\$ 88,926	\$ 91,590
20	\$ 80,461	\$ 84,901	\$ 89,341	\$ 91,117	\$ 93,781
25	\$ 82,652	\$ 87,092	\$ 91,532	\$ 93,308	\$ 95,972
PER SEMESTER UNIT	\$ 148				
MASTERS DEGREE	\$ 1,029	Board Approved: 02/13/2018			

APPENDIX A-2

SUMMERVILLE FEDERATION OF TEACHERS CONTRACT

SALARY SCHEDULE REGULATIONS:

1. Teachers are limited to one vertical step per year.

2. A teacher earning approved credit during the summer shall receive a salary increment the ensuing year.

3. Newly employed teachers shall be allowed up to 8 years experience.

4. Extra Duty:

- All certificated teachers will be required to perform one hour of unpaid supervision of student activities per period taught, up to seven hours.

- Assignments will be determined by Athletic Director, with the help of the activities director.

- Teachers performing or accepting after the above seven hours, other than club or class field trips and who are not compensated by

other portions of appendices A or B, shall be compensated at the following hourly rate of: **\$25.98** in 2007/08.

- There are no extra duty exemptions for any position that has a stipend. Any member who feels his or her duties fulfill the seven hours but have not been accepted as such should bring their issues to the Contract Review Committee (IBB).

- Teachers will be able to choose their duties at the beginning of the school year by lottery.

- Any teacher wishing to find a replacement for his or her assignment may do so. When the replacement accepts the assignment, both parties will sign a request that will go to Jessica Lozoya. The District will then pay the replacement at the certificated hourly rate and deduct the hourly cost from the salary of the responsible teacher. It is the responsibility of all teachers to sign up for extra duty hours and then find a replacement if necessary.

- Any teacher not signing up for the full seven hours will be assigned duty by the Athletic Director.

- Attendance at "Back to School Night" and "Spring Freshman Orientation" and "Graduation" compensated a total of 8 hour at the teacher hourly rate. (Dutes added by the following action: T.A. signed 3-4-2016; SFT Membership approval 3-10-16; SUHSD Board review 4-13-16)

5. The district shall make **\$376** available per class (freshman, sophomore, junior and senior) to provide compensation of class sponsor(s). Such sponsor(s) shall be selected by the district from all certificated staff members indicating interest in filling the position(s).

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

7. Evening drama productions will be paid at the rate of **\$1,002** per production.

8. Teachers assigned to substitute during their preparation period shall be compensated at the rate of **\$37.78** per period.

Board Approved: 02/13/2018

**SUMMERVILLE UNION HIGH SCHOOL DISTRICT
2017/2018**

**SUMMERVILLE UNION HIGH SCHOOL DISTRICT
APPENDIX B-1
DISTRICT EXTRA DUTY SALARIES**

DISTRICT ENTRY-FEE SCHEDULE			#	Total
GROUP 1:	FOOTBALL, Varsity	\$5,037	1	\$5,037
GROUP 2:	BASKETBALL, Varsity (2) PEP SQUAD Reduced to 51% ATHLETIC DIRECTOR ACTIVITIES DIRECTOR VOLLEYBALL, Varsity	\$4,212 \$2,148.00	6	\$23,209
GROUP 3:	ACADEMIC DECATHLON	\$3,747	1	\$3,747
GROUP 4:	BASEBALL, Varsity SOFTBALL, Varsity WRESTLING, Varsity TRACK, Varsity FOOTBALL, Head JV	\$3,518	5	\$17,590
GROUP 5	FFA ADVISOR GOLF, Varsity (2) TENNIS, Varsity CROSS COUNTRY, Varsity BASKETBALL, JV Boys BASKETBALL, JV Girls BASKETBALL, Boys Frosh (1) BASKETBALL, Girls Frosh (1) FOOTBALL, Assistant Varsity (3) SOCCER (2)	\$2,998	14	\$41,972.00
GROUP 6:	YEARBOOK ADVISOR	\$2,529	1	\$2,529
GROUP 7:	BASEBALL, JV VOLLEYBALL, JV INSTRUMENTAL MUSIC DIRECTOR VOCAL MUSIC DIRECTOR THEATER DIRECTOR TRACK Assistant FOOTBALL, JV Assistant SOFTBALL, JV	\$2,474	8	\$19,792.00
GROUP 8:	VOLLEYBALL, Frosh WRESTLING Assistant SOCCER, JV (2) CROSS COUNTRY Assistant JOURNALISM ADVISOR TENNIS, Assistant	\$2,042	7	\$14,294
GROUP 9:	AP TEACHER - (15 student minimum) (4) ROBOTIX INSTRUCTOR	\$1,051	5	\$5,255.00
GROUP 10:	SOCCER, Varsity Assistant (2) SOFTBALL, Varsity Assistant BASKETBALL, Varsity Assistant (2) BASEBALL, Varsity Assistant PLC/DEPARTMENT HEAD (7) VOLLEYBALL, Assistant CHEER, Assistant	\$526	15	\$7,890.00
GROUP 11:	PLAYOFFS \$104/WEEK/PLAYOFF Head Coach Only	\$106	10	\$1,060
Game Gates Budget				\$4,400

1.50% Tentative Agreement 02.13.2018

Prepared by:
Jessica Lozoya

STIPENDS

02.13.2018

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

OTHER PAY RATES

Nursery School Instructor	\$	32.45	Hourly
Specialist (Direct Supervision)	\$	30.30	Hourly
Specialist (Support Role)	\$	21.64	Hourly
Summer School Instructor/Adult Education Instructor	\$	31.88	Hourly

SUBSTITUTE TEACHER:			
Daily	\$	120.00	Day <i>Approved February 25, 2015</i>
Long-term (after 5 days)	\$	160.00	Day <i>Approved February 25, 2015</i>
Substitute Caller	\$	7,676.00	Year

STAFF DEVELOPMENT PAY:	\$	34.50	Targeted Staff Development Activities Hourly
	\$	230.00	Day w/ \$34.50 hourly above 5 hours

STAFF DEVELOPMENT PAY:			
<u>2008/2009</u>	<u>COLA CALCULATION</u>		<u>HOURLY</u>
\$	230.00	Base 2007/08	\$ 34.50
\$	243.02	5.66% COLA 2008/09	\$ 36.45
\$	223.96	Funded w/0.92156 deficit factor 2008/09	\$ 33.59
<u>2009/2010</u>	<u>COLA CALCULATION</u>		
\$	243.02	Base 2008/09	\$ 36.45
\$	253.35	4.25% COLA 2009/10	\$ 38.00
\$	206.84	Funded w/0.81645 deficit facotr 2009/10	\$ 31.03
<u>2010/2011</u>	<u>COLA CALCULATION</u>		
\$	253.35	Base 2009/10	\$ 38.00
\$	252.36	<0.39%> COLA 2010/11	\$ 37.85
\$	207.02	Funded w/0.82036 deficit factor 2010/11	\$ 31.05
<u>2011/2012</u>	<u>COLA CALCULATION</u>		
\$	252.36	Base 2010/11	\$ 37.85
\$	258.01	2.24% COLA 2011/12	\$ 38.70
\$	207.04	Funded w/0.80246 deficit factor 2011/12	\$ 31.06
<u>2012/2013</u>	<u>COLA CALCULATION</u>		
\$	258.01	Base 2011/12	\$ 38.70
\$	266.37	3.24% COLA 2012/13	\$ 39.96
\$	207.04	Funded w/0.77728 deficit factor 2012/13	\$ 31.06
<u>2013/2014</u>	<u>COLA CALCULATION</u>		
\$	266.37	Base 2012/13	\$ 39.96
\$	281.42	5.65% COLA 2013/14	\$ 42.21
\$	218.74	Funded w/0.77728 deficit factor 2013/14	\$ 32.81

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

2017/2018

VOCATIONAL CREDENTIAL TEACHERS SALARY SCHEDULE

ROP SALARY SCHEDULE				
STEP	ANNUAL	1/7	2/7	3/7
1	\$39,834.32	\$5,696.31	\$11,392.62	\$17,088.93
2	\$40,545.50	\$5,798.01	\$11,596.01	\$17,394.02
3	\$41,256.71	\$5,899.71	\$11,799.42	\$17,699.13
4	\$41,967.89	\$6,001.41	\$12,002.82	\$18,004.22
5	\$42,679.07	\$6,103.11	\$12,206.21	\$18,309.32
6	\$43,390.25	\$6,204.81	\$12,409.61	\$18,614.42
7	\$44,312.71	\$6,336.72	\$12,673.43	\$19,010.15
8	\$45,027.44	\$6,438.92	\$12,877.85	\$19,316.77
9	\$45,742.15	\$6,541.13	\$13,082.26	\$19,623.38
10	\$46,456.90	\$6,643.34	\$13,286.67	\$19,930.01

Salary schedule to increase at the same rate as the certificated salary schedule.

New Vocational teachers may be placed up to step five (5) for like employment experience.

Associate of Arts Degree \$200 (one seventh of this amount for each period of assignment) or \$450 for Bachelor of Arts Degree (one seventh of this amount for each period assignment).

If a teaching credential is obtained, the member will be placed on the certificated salary schedule.

Vocational teachers will be allowed ten (10) hours of sick leave per period taught per year.

ROP paperwork stipend **\$78.95** per period per semester.

Board Approved: 02/13/2018