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**2018-2021**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SUMMERVILLE UNION HIGH SCHOOL DISTRICT**  
**AND**  
**SUMMERVILLE FEDERATION OF TEACHERS**  
**LOCAL 6007, CFT/AFT, AFL-CIO**

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1. Agreement

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

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

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

2. Recognition

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

3. Non-Discrimination

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

4. Negotiation Procedures

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

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

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

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

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

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

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

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

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

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

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

204  
205 5. Federation Rights

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

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

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

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

266  
267 5.8 Maintenance of Membership

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

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

282  
283 5.9 Hold Harmless and Indemnify

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

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

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

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

303 6. Management Rights Clause  
304

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

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

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



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

340  
341 7. Grievance & Arbitration

342  
343 7.1 Definitions

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

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

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

352  
353 7.2 Purpose

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

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

367  
368 7.3 Procedure

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

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

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7.3.3 Level One

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

7.3.4 Level Two

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

7.3.4.2 The grievance shall be in writing and shall include:

7.3.4.2.1 The name of the aggrieved.

7.3.4.2.2 The date of the alleged violation.

7.3.4.2.3 The provision or provisions allegedly violated.

7.3.4.2.4 The specific remediation proposed by the aggrieved.

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

7.3.5 Procedures for Level Three or Level Four

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

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

### 440 7.3.6 Level Three -- Grievance Mediation

441  
442 If the grievant is not satisfied with the decision at LEVEL TWO, he/she  
443 may request that the Federation submit the matter to grievance mediation.  
444 The decision to submit the matter to mediation rests solely with the  
445 Federation. A mediator shall be selected from a panel provided by the  
446 California Mediation and Conciliation Service if one of the State  
447 Mediators is not assigned. The mediator shall attempt to assist the parties  
448 in resolving the issue(s). If the mediator is unable to resolve the matter(s),  
449 the Federation may request that the matter be submitted to LEVEL FOUR  
450 of these procedures.  
451

### 452 7.3.7 Level Four - Binding and Advisory Arbitration

453  
454 7.3.7.1 If the aggrieved is not satisfied with the disposition at  
455 LEVEL TWO or LEVEL THREE, or if no decision has  
456 been rendered within ten (10) working days after the  
457 LEVEL TWO filing, the grievant may ask the Federation to  
458 appeal the grievance (1) within ten (10) working days after  
459 the LEVEL TWO decision should have been transmitted or  
460 (2) within ten (10) working days of the LEVEL TWO or  
461 LEVEL THREE decision. The request to appeal to  
462 LEVEL FOUR shall be made to the Federation, with a  
463 copy to the Superintendent/designee. The Federation shall  
464 have ten (10) working days from the date of the employee's  
465 request to the Federation to determine whether to appeal to  
466 arbitration. The discretion to appeal to arbitration rests  
467 solely with the Federation .  
468

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

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

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

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

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

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

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

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

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

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

536  
537 7.3.9 Sole & Exclusive Method

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

541  
542 7.3.10 Reprisals & Representation

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

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

552  
553 8.0 Public Charges & Special Complaints

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

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

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

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

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

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

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

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

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

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

- 602 8.10 The District Superintendent or his or her designee shall share a summary of the  
603 investigation, including the documentation received from witnesses or  
604 complaining party during the investigation, and his or her conclusions concerning  
605 the complaint with the unit member at the conclusion of the investigation.  
606
- 607 8.11 No unit member shall be disciplined, except for just cause, as outlined in Article 9  
608 of this Agreement or in the California Education Code.  
609
- 610 8.12 The unit member shall be entitled to file a grievance as provided for in  
611 Article 7 of the Agreement.  
612
- 613 8.13 The unit member's failure to file a grievance or to respond to the complaint or  
614 charge will in no way be construed as an admission that the allegation contained  
615 in the charge or complaint is true.  
616  
617
- 618 9.0 Disciplinary Action Short of Dismissal  
619
- 620 9.1 The terms “disciplinary action” and “discipline” as used in this Article shall  
621 mean: a letter of warning, a letter of reprimand, and/or a suspension with or  
622 without pay for up to school days<sup>1</sup> for an offense committed by a unit member.  
623 The following are not considered disciplinary action pursuant to this Article and  
624 as a result are specifically excluded from the provisions and procedures of this  
625 Article: oral warning, incident report, or deduction of pay for being absent  
626 without leave (AWOL).  
627
- 628 9.2 This article is not intended to limit the District’s right to initiate disciplinary  
629 action under the California Education Code or the California Government Code,  
630 nor shall it limit any rights that a unit member has under law. Discipline under  
631 this article shall not be regarded as a precondition to proceedings under the  
632 California Education Code or California Government Code.  
633
- 634 9.3 Also specifically excluded from the provisions and procedures of this article are  
635 actions taken by the District as part of the process of performance observation,  
636 review, or evaluation pursuant to the provisions of Article 13 - Evaluation  
637 Procedures or to the placement of materials in the unit member’s personnel file  
638 pursuant to the provisions of Article 16 - Personnel Files.  
639
- 640 9.4 “Disciplinary action” shall be for just cause and shall be administered in  
641 accordance with the provisions of this Article. Any “disciplinary action” should

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

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

644  
645 The term “just cause” shall mean:

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

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

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

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

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

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

671  
672 9.6.1 In the event an employee receives a letter of warning or a letter of  
673 reprimand (for purposes of Section 9.6, a letter of warning and/or a letter  
674 of reprimand shall be referred to as a “disciplinary document”), the  
675 employee, if he/she disagrees with the disciplinary document, must within  
676 ten (10) school<sup>2</sup> days request, in writing, a meeting with the person who  
677 issued the disciplinary document. Within ten (10) school days of the  
678 employee’s written request, the Administrator, who issued the disciplinary  
679 document, must meet with the employee and a representative of the  
680 Federation in an effort to resolve the matter.

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681  
<sup>2</sup> If school is not in session, the parties should refer to days the District Office is open for business.



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

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

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

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

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

711  
712 9.7 Procedure for Recommendation of Suspension Without Pay

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

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

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

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

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

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

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

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

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

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

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

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

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

814 applicable to any such hearing before the  
815 Arbitrator. The Arbitrator shall be bound by  
816 rules or evidence used in California courts.  
817 Informality in any such hearing shall not  
818 invalidate any order made by the Arbitrator.  
819

820 9.8.1.2.3 The pre-hearing discovery procedures set  
821 forth in the Administrative Procedure Act  
822 shall not apply to this process.  
823

824

825 9.8.1.2.4 The Arbitrator may permit, request, or  
826 require the parties to submit briefs prior to  
827 or following the hearing.  
828

829 9.8.1.3 The Arbitrator must uphold, modify, or reject the District  
830 Superintendent’s decision regarding the unit member’s  
831 suspension without pay.  
832

833 9.8.1.4 The Arbitrator’s decision shall be in writing and provided  
834 to both parties.  
835

836 9.8.1.5 The Arbitrator’s decision is binding on both  
837 Parties.  
838

839 9.8.1.6 Regardless of the Arbitrator’s decision, the costs for the  
840 services of the Arbitrator, including per diem expenses, if  
841 any, and his/her travel and related expenses, and the costs  
842 of any hearing room will be borne equally by the District  
843 and the Federation.  
844

845 9.8.1.7 General Provision. Even when the unit member has timely  
846 filed a notice of appeal pursuant to this Section, the District  
847 Superintendent may place a unit member on an  
848 administrative leave of absence with pay prior to a hearing  
849 before the Arbitrator if the District Superintendent  
850 determines, in his or her exclusive discretion, that the unit  
851 member’s presence on campus could disrupt the  
852 educational process or place a student, staff, or member of  
853 the public at risk.  
854

855 9.8.1.8 All information and proceedings regarding any of the above  
856 actions or proposed actions shall be kept confidential by all  
857 parties to the proceeding. The notification to the unit

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

861  
862 10. Teaching Hours & Working Conditions

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

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

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

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

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

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

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

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

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

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

911 10.3.1 All certificated classroom instructors shall update student grades in the  
912 District's electronic recording keeping system at a minimum of every  
913 fifteen (15) school days after a student is enrolled in the class so that  
914 parents/guardians/caregivers can regularly monitor their child's progress  
915 and achievement.  
916

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

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

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

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

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

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

- 946 10.10 Teaching Conditions  
947  
948 10.10.1 A serviceable desk and chair of adequate size shall be placed in  
949 each classroom for the unit member's use.  
950  
951 10.10.2 A communication system shall be placed in each classroom so that  
952 unit members can communicate with the Superintendent's office  
953 from their classroom.  
954  
955 10.10.3 Any unit member who becomes aware of an alleged safety hazard  
956 or what may be a safety hazard within the school building or school  
957 premises shall, as soon as reasonably prudent, inform the  
958 Superintendent or his/her designee.  
959  
960 10.10.4 Bargaining unit employees shall not be required to work under  
961 conditions which are contrary to law or which endanger their health  
962 or safety.  
963  
964 10.11 Unit Member Safety  
965  
966 10.11.1 Every unit member shall report known unsafe working conditions to  
967 his/her immediate supervisor as soon as reasonable and prudent.  
968  
969 10.11.2 If upon investigation, the District determines that an unsafe  
970 condition exists, the District shall correct the situation as soon as  
971 possible.  
972  
973 10.11.3 If an unsafe condition is not resolved through the unit member's  
974 immediate supervisor, the unit member may grieve the condition.  
975  
976 10.11.4 The District will facilitate actions against students or adults who  
977 abuse, assault, or upbraid employees.  
978  
979 10.12 Staff Development Days  
980  
981 10.12.1 The District and Federation agree to schedule at least two (2) five  
982 (5) hour staff development days per school calendar year in  
983 accordance with the terms set forth below.  
984  
985 10.12.1.1 Each employee shall receive \$220 per day for  
986 attending the five (5) hour staff development  
987 day.  
988  
989 10.12.1.2 Neither sick leave nor personal necessity

990 leave can be used to obtain compensation in  
991 the event of a unit member's non-attendance.  
992

993 10.12.1.3 If the staff development day extends beyond  
994 a five (5) hour block, which shall not include  
995 a lunch break, the District shall pay each  
996 employee who stays beyond the five (5) hour  
997 block \$33.00 per hour.  
998

999 10.12.1.4 Staff must attend the full five (5) hour staff  
1000 development in order to receive the \$220.00.  
1001

1002 10.12.2 The District may schedule additional "targeted staff development  
1003 activities or events. Employees for whom the staff development  
1004 activities or events are targeted shall receive \$33.00 per hour.  
1005

1006 10.12.3 All AB 825 staff development referenced above is voluntary.  
1007

1008 10.12.4 The District and Federation have agreed upon the above-reference  
1009 amounts based on the assumption that the District shall receive  
1010 \$1,000.00 per eligible staff member.  
1011

1012 10.12.4.1 If the base amount of money the District  
1013 receives per eligible staff member changes,  
1014 the parties shall "meet and confer" regarding  
1015 the increase or decrease to the base.  
1016

1017 10.12.4.2 The District shall annually add the COLA it  
1018 receives on the Block Grant pursuant to AB  
1019 825 to the daily and hourly rate.  
1020

1021 10.12.4.2.1 The District shall apply the  
1022 COLA it received for the  
1023 2006-2007 school  
1024 year to the hourly and daily  
1025 rate for the April 9, 2007, staff  
1026 development day. [The \$220  
1027 daily and \$33 hourly  
1028 rate shall apply for the Staff  
1029 Development Day scheduled  
1030 in January of 2007.]  
1031

1032 10.12.5 The provisions of Section 10.12 shall apply only as long as the State  
1033 funds staff development days pursuant to AB 825.



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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.

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

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

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

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

11.2 Bereavement Leave

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

1078 11.2.1.1 Three days if the travel distance is less than 300 miles

1079  
1080 11.2.1.2 Four days if the travel distance is between 300 and 399  
1081 miles, or

1082  
1083 11.2.1.3 Five days if travel exceeds 400 miles.

1084  
1085 11.3 Jury Duty Leave

1086  
1087 11.3.1 A unit member who serves on jury duty will be granted paid leave of  
1088 absence. The employee will be reimbursed for the difference between jury  
1089 duty pay and his/her salary for the days served. When the unit member is  
1090 excused from jury duty for a half day or more, he/she must notify the  
1091 Superintendent's office immediately for a suitable assignment.  
1092 Reimbursement will be granted after submitted official proof of the number  
1093 of days served to the Superintendent's office.

1094  
1095 11.3.2 Unit members, when summoned to jury duty, should respond to such  
1096 summons as directed. Unit members should request to be excused from  
1097 jury duty, or to serve their jury duty at a time other than during the school  
1098 year. When extenuating circumstances create a hardship for the District,  
1099 the District may recommend that the unit member seek a deferment.  
1100 Letters to support such request may be obtained from the Superintendent's  
1101 Office.

1102  
1103 11.4 Industrial Illness & Accident Leave

1104  
1105 A unit member who sustains an illness or an injury arising directly out of and in  
1106 the course and scope of their employment with the District shall be entitled to  
1107 Industrial Illness and Accident Leave, as set forth in the following conditions and  
1108 regulations:

1109  
1110 11.4.1 Any absence which is supported by an authorized doctor's certificate and  
1111 which is verified by the District's administering agency as qualified for  
1112 Workers' compensation is an absence payable under Industrial Illness and  
1113 Accident Leave. Industrial Illness and Accident Leave is to be paid in lieu  
1114 of temporary disability payments, and entitlement to the leave is governed  
1115 by the Workers' Compensation laws.

1116  
1117 11.4.2 During the period of determination by the administering agency, the  
1118 payroll charge will be made to the unit member's sick-leave account. If the  
1119 claim is approved, an adjustment will then be made restoring to the unit  
1120 member the sick leave previously charged from the first day of absence  
1121 and a charge made in lieu thereof to Industrial Illness and Accident Leave.

1122 In the event the unit member does not have sick-leave credit, appropriate  
1123 payroll deductions will be made. If the claim is approved, reimbursement  
1124 will then be made on the first available warrant register. Industrial Illness  
1125 and Accident Leave will commence on the first day of authorized absence.  
1126

1127 11.4.3 A maximum of sixty (60) workdays of Industrial Illness or Accident  
1128 Leave is allowable for any one (1) illness or accident, and shall be used in  
1129 lieu of entitlement to any other paid leave.  
1130

1131 11.4.3.1 Eligibility for Industrial Illness or Accident Leave will  
1132 continue for only such period as the unit member is  
1133 qualified as temporarily disabled under the Workers'  
1134 Compensation laws.  
1135

1136 11.4.3.2 An Industrial Illness or Accident Leave may overlap into  
1137 the next fiscal year by no more than the amount of leave  
1138 remaining at the end of the fiscal year in which the illness  
1139 or injury occurred.  
1140

1141 11.4.3.3 Industrial Illness and Accident Leave shall not be  
1142 accumulative from year to year, nor from one  
1143 illness/accident to another.  
1144

1145 11.4.4 Should a unit member's absence due to an industrial illness or accident  
1146 extend beyond sixty (60) workdays, the unit member shall be permitted to  
1147 use only as much of his/her accumulated sick leave, compensatory time,  
1148 vacation, or other available leave which, when added to the temporary  
1149 disability benefits, provides for not more than a full day's wage or salary.  
1150

1151 11.4.5 During any period that a unit member has paid leave benefits available for  
1152 his/her use, the District shall monitor the temporary disability benefits and  
1153 assure that proper retirement credit and contributions for State Teachers'  
1154 Retirement System (STRS) are reported.  
1155

1156 11.4.6 Upon complying with District medical release requirements and receiving  
1157 District authorization to return to work, a unit member on Industrial Illness  
1158 and Accident Leave shall be reinstated in his/her position.  
1159

1160 11.4.7 If, after exhausting all paid leaves, a unit member is not medically able to  
1161 assume the duties of his/her position, the unit member may apply for a  
1162 leave of absence as provided for in this Agreement.  
1163

1164 11.4.8 A unit member receiving temporary disability benefits as a result of an  
1165 industrial illness or accident shall remain within the State of California

1166 unless the District authorizes travel outside the state. Requests for District  
1167 authorization must be directed to the Superintendent's Office.  
1168

1169 11.4.9 For purposes of this Agreement, the term "duty" refers to all scheduled  
1170 working days, including legal and District declared holidays, on which an  
1171 employee in the bargaining unit is required to perform services for the  
1172 District.  
1173

1174 11.5 Maternity Leave

1175  
1176 11.5.1 Maternity leave shall be granted to any unit member who is an expectant  
1177 mother.  
1178

1179 11.5.2 The date of the beginning of such leave shall be determined as follows: By  
1180 the employee and her physician who together determine that the employee  
1181 is not capable of fully performing her duties and that continued  
1182 employment would result in possible detriment to the welfare of the  
1183 students or the health of the employee.  
1184

1185 11.5.3 The date of the resumption of duties by the unit member shall be  
1186 determined upon the presentation by the unit member of written evidence  
1187 from her physician that she is fully capable of performing her duties.  
1188

1189 11.5.4 Such unit member may use all of her sick leave including accumulated  
1190 sick leave for such absence.  
1191

1192 11.5.5 Thereafter, the unit member shall receive her daily compensation less any  
1193 amount paid to a substitute or which would have been paid to a substitute  
1194 during her absence in accordance with the terms of this Agreement.  
1195

1196 11.6 Parenting Leave

1197  
1198 11.6.1 Parental Leave is for any unit member who is an expectant mother or  
1199 father or in connection with the adoption or foster care placement of a  
1200 child within the previous 12 months.  
1201

1202 11.6.1.1 Pursuant to Education Code section 44977.5, a full-time  
1203 certificated unit member shall be granted a maximum of  
1204 12-working weeks of Paid Parental Leave. A part-time  
1205 certificated unit member shall be granted a prorated share  
1206 of the 12-working weeks of Paid Parental Leave.  
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1208 11.6.1.2 The 12-workweeks of Paid Parental Leave must be used  
1209 within 12-months of the birth, adoption, or foster-care

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placement of a child.

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

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

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

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

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

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

## 11.7 Extended Illness and Accident Leave

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

- 1254  
1255 11.7.2 The sick leave, including accumulated sick leave, and the five-month  
1256 period shall run consecutively.  
1257
- 1258 11.7.3 An employee shall not be provided more than one five-month period per  
1259 illness or accident. However, if a school year terminates before the  
1260 five-month period is exhausted, the employee may take the balance of the  
1261 five-month period in a subsequent school year.  
1262
- 1263 11.7.4 The amount paid the substitute employee during any month shall be less  
1264 than the salary due the employee absent from his/her duties.  
1265
- 1266 11.7.5 When a unit member has exhausted all available sick leave, including  
1267 accumulated sick leave, and continues to be absent on account of illness or  
1268 accident for a period beyond the five-month period provided pursuant to  
1269 Section 44977, and the employee is not medically able to resume the  
1270 duties of his/her position, the employee shall, if not placed in another  
1271 position, be placed on a reemployment list for a period of 24 months if the  
1272 employee is on probationary status, or for a period of 39 months if the  
1273 employee is on permanent status. When the employee is medically able,  
1274 during the 24 or 39-month period, the unit member shall be returned to  
1275 employment in a position for which he/she is credentialed and qualified.  
1276 The District maintains the right to place the employee in the position  
1277 which best meets the needs of the District. The 24-month or 39-month  
1278 period shall commence at the expiration of the five-month period provided  
1279 pursuant to Section 44977.  
1280
- 1281 11.8 Personal Necessity Leave  
1282
- 1283 11.8.1 Ten (10) days of sick leave per year may be used for personal necessity  
1284 purposes. The following do not require any advanced notice:  
1285
- 1286 11.8.1.1 Death or serious injury of a member of the unit member's  
1287 immediate family. "Immediate family" is defined as the  
1288 spouse, mother, father, mother-in-law, father-in-law,  
1289 son/daughter, son-in-law, daughter-in-law, grandmother,  
1290 grandfather or grandchild of the unit member or the unit  
1291 member's brother, sister, brother-in-law, sister-in-law or  
1292 anyone living in the immediate household of the unit  
1293 member or any person standing "in loco parentis." "In loco  
1294 parentis" refers to someone who reared the Unit Member in  
1295 place of the Unit Member's parents.  
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- 1297 11.8.1.2 An accident involving a member or property of the

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

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

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

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

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

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

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

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

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

1344

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

1347

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

1353

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

1356

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

1360

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

1367

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

1371

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

1376

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

1380

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



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

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

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

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

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

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

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

- 1430 11.9.3 A unit member who requests leave for the unit member's own serious  
1431 health condition may be required to submit a certificate from the health  
1432 care provider.  
1433
- 1434 11.9.3.1 The certificate shall verify the date on which the serious  
1435 health condition commenced and the probable duration of  
1436 the condition, and shall contain a statement that the unit  
1437 member is or will be unable to perform one of the essential  
1438 functions of the unit member's position due to the serious  
1439 health condition.  
1440
- 1441 11.9.3.2 If additional leave time is needed after the time estimated  
1442 by the health care provider expires, the unit member is  
1443 required to provide re-certification in the same manner  
1444 specified above.  
1445
- 1446 11.9.3.3 The unit member shall be required to use all available  
1447 accrued sick leave pursuant to Section 11.9.1.5.  
1448
- 1449 11.9.3.4 As a condition of the unit member's return to work, the unit  
1450 member shall provide acceptable medical certification of  
1451 the ability to resume the duties and responsibilities of the  
1452 unit member's position.  
1453
- 1454 11.9.4 If a unit member's need for family care and medical leave is foreseeable,  
1455 reasonable advance notice shall be given. Where the need for family care  
1456 and medical leave is known more than 30 calendar days before the leave is  
1457 to begin, the unit member shall provide written notice to the District at  
1458 least 30-calendar days prior to the commencement of the leave.  
1459
- 1460 11.9.4.1 If a unit member learns of the need to take FMLA/CFRA  
1461 Leave less than 30-calendar days before the leave is to  
1462 begin, the unit member shall verbally notify the Site  
1463 Administrator within one or two school days of learning  
1464 about the need to take unpaid FMLA/CFRA Leave. In such  
1465 a case, the District will then provide written notification to  
1466 the unit member of the commencement date of the leave.  
1467
- 1468 11.9.4.2 When leave is needed for a planned medical treatment or  
1469 supervision, the unit member is required to make a  
1470 reasonable effort to schedule the treatment or supervision to  
1471 avoid disruption of District operations. This scheduling  
1472 requirement shall be subject to approval of the health care  
1473 provider.

1474  
1475 11.9.5 A unit member who is granted an unpaid FMLA/CFRA leave shall  
1476 continue to be eligible for health insurance for 12-workweeks at the level  
1477 and under the conditions that coverage would have been provided if the  
1478 unit member had continued in active employment.  
1479  
1480 11.9.5.1 The District is entitled to reimbursement from the unit  
1481 member for its contribution to the unit member’s health  
1482 coverage if the unit member fails to return from leave for  
1483 reasons other than the continuation, recurrence, or onset of  
1484 a serious health condition that otherwise entitles the unit  
1485 member to take family care and medical leave or for other  
1486 circumstances beyond the unit member’s control.  
1487  
1488 11.9.5.2 At the conclusion of the family care and medical leave, the  
1489 unit member shall be returned to the same or similar  
1490 position held by the unit member prior to the  
1491 commencement of the leave.  
1492  
1493 11.9.5.3 For the purpose of sections 11.9.1 through 11.9.4, “child”  
1494 means biological, adopted, a foster child, a stepchild, a  
1495 legal ward, or a child of a person standing in loco parentis  
1496 as long as the child is under eighteen (18) years of age or  
1497 an adult dependent child.  
1498  
1499 11.9.5.4 “Parent” means biological, foster or adoptive parent, a  
1500 stepparent or a legal guardian, or other person who stood in  
1501 loco parentis to the unit member when the unit member was  
1502 a child.  
1503  
1504 11.9.5.5 “Serious health condition” means an illness, injury,  
1505 impairment or physical or mental condition that involves  
1506 either inpatient care in a hospital, hospice, or residential  
1507 care facility, or continuing treatment or supervision by a  
1508 health care provider as defined by applicable law. (Article  
1509 11.9 revised 9/6/2019)  
1510  
1511 11.10 Catastrophic Leave  
1512  
1513 11.10.1 Definition  
1514  
1515 “Catastrophic Illness” or “injury” means an illness or injury  
1516 that is expected to incapacitate the unit member for an  
1517 extended period of time, or that incapacitates a member of

1518 the unit member’s family whose incapacity requires the  
1519 unit member to take time off from work for an extended  
1520 period of time to care for that family member, and taking  
1521 extended time off work creates a financial hardship for the  
1522 employee because she or he has exhausted all of her/his sick leave.  
1523

#### 1524 11.10.2 Eligibility Requirements

1525  
1526 Catastrophic leave credits (“CLC”) may be used by a certificated  
1527 employee if all of the following requirements are met;

1528  
1529 11.10.2.1 The employee suffering from a catastrophic illness or  
1530 injury may request donations of accrued sick leave credits  
1531 under as defined in Education Code section 44043.5 A-1.  
1532 (Immediate family as defined in 11.8.1.1)  
1533

1534 11.10.2.2 The employee provides written verification of a  
1535 catastrophic injury or illness to the Superintendent or  
1536 designee, dated and signed by the employee’s licensed  
1537 physician or the physician for the employee’s sick or  
1538 injured immediate family member. The District shall  
1539 prepare a form to be completed by a licensed physician  
1540 indicating the incapacitating nature of the injury or illness  
1541 and probable duration of the employee’s absence. If the  
1542 employee seeks catastrophic leave credits to care for an  
1543 immediate family member, the physician’s statement must  
1544 indicate that the immediate family member’s illness  
1545 requires the employee to take time off from work for an  
1546 extended period of time to care for that family member.  
1547 The employee must state that taking extended time off  
1548 creates a financial hardship for the employee.  
1549

1550 11.10.2.3 The Superintendent must meet and confer with the union  
1551 president prior to making a determination of eligibility. If  
1552 the Superintendent or designee determines that the  
1553 employee meets the requirements for a catastrophic illness  
1554 or injury, the Superintendent or designee shall so notify the  
1555 employee. If the Superintendent or designee determines  
1556 that the employee is not eligible for the catastrophic leave  
1557 program, the employee may appeal the Superintendent or  
1558 designee’s decision to the Governing Board. The Board  
1559 shall meet with the employee or a representative prior to  
1560 reaching a decision. The Board’s decision is final.  
1561

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

1606 more than fifteen (15) days of sick leave with the District.

1607  
1608 11.10.3.9 Employees returning from an extended leave during the  
1609 enrollment period may donate sick leave credit to the bank  
1610 for a period of 30 calendar days from the date of their  
1611 return to active employment.

1612  
1613 11.10.3.10 Upon the return to work or conclusion of CLC leave, the  
1614 Administration shall return on a prorated basis any hours  
1615 remaining in the Bank to the employees who contributed.

1616  
1617 11.10.4 Procedure for Requesting Sick Leave Credit from the Bank

1618  
1619 11.10.4.1 Sick Leave Credit for an Employee's Own Catastrophic Illness or  
1620 Injury.

1621  
1622 11.10.4.2 Once an employee's request has been approved by the  
1623 Superintendent or designee, he/she may withdraw a maximum of  
1624 30 CLC's from the Bank for his or her own catastrophic illness,  
1625 injury, or reoccurrence. One "CLC" equals a regularly scheduled  
1626 work day for the employee who has qualified for catastrophic  
1627 leave.

1628  
1629 11.10.4.3 If an eligible employee is incapacitated, the employee's spouse or  
1630 other member of his/her immediate family may submit a written  
1631 request for participation in the catastrophic leave program on the  
1632 employee's behalf.

1633  
1634 11.10.4.4 At the end of 30-work day period, the employee, if he/she is unable  
1635 to return to work because of the same personal catastrophic illness  
1636 or injury, may request an additional 30 CLC's. The employee or  
1637 his or her immediate family member must submit another request  
1638 to the Superintendent or designee for approval with a doctor's  
1639 note. The Superintendent or designee may authorize an additional  
1640 30 CLC's. The employee or his or her immediate family member  
1641 may request a third block of fifteen (15) CLC's by following the  
1642 procedure set forth in this section.

1643  
1644 11.10.4.5 An eligible full time/part time employee may not receive more  
1645 than seventy-five (75) CLC's for a catastrophic (CLC's reference  
1646 75 school days not actual work days) illness or injury. A part time  
1647 employee would receive up to 75 school days not 75 work days.

1648  
1649 11.10.4.6 Catastrophic leave CLC's shall not be used for illness or disability

1650 which qualifies the participant for Workers' Compensation  
1651 benefits. An eligible employee must exhaust all Worker's  
1652 Compensation benefits or state disability benefits before he/she  
1653 may with draw CLC from the bank.  
1654

1655 11.10.4.7 An employee who qualifies for Catastrophic Leave shall first use  
1656 any sick leave credits that he/she receives at the beginning of a  
1657 school year before using any remaining CLC's for which he or she  
1658 is eligible.  
1659

1660 11.10.5 Sick Leave Credit for an Immediate Family Member's Catastrophic Illness or  
1661 Injury.  
1662

1663 11.10.5.1 Under California law, a certificated employee may use his or her  
1664 personal necessity leave (Education Code section 44981) and one-  
1665 half of his or her annual sick leave allotment each calendar year  
1666 pursuant to Labor Code section 233 to care for the illness of an  
1667 immediate family member. For a full-time employee, the contract  
1668 leave provisions (section 11.8.1) allow ten days of sick leave to be  
1669 used for personal necessity each work year. A certificated  
1670 employee may not use differential leave to care for the health of an  
1671 immediate family member. (Immediate family as defined in  
1672 11.8.1.1)  
1673

1674 11.10.5.2 Federal Family and Medical Leave Act ("FMLA") and the  
1675 California Family Rights Act ("CFRA"), incorporated AR 41.61.8  
1676 Family Leave, set forth the rights and responsibilities of an  
1677 employee absent for a family leave purpose and will apply and  
1678 supersede any district policy, practice, rule or procedure to the  
1679 extent that such other policy, practice, rule or procedure is in  
1680 conflict with or inconsistent with AR 4161.8 (Ref 11.9.1.4)  
1681

1682 11.10.6 Non-Grievable  
1683

1684 11.10.6.1 Any provision of the catastrophic leave  
1685 program in the contract shall not be  
1686 grievable.

1687 11.11 Unpaid Leave  
1688

1689 11.11.1 The Board may grant non-paid leaves at its discretion. The  
1690 granting of unpaid leave to one employee is non-precedent setting  
1691 to another employee's request.  
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1693 11.11.2 Requests for leaves to begin the following year must be received

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no later than April 15.

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

11.12 Study Leave

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

11.13 Verification Requirements

11.13.1 After any absence due to illness or injury, the unit member shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.

11.13.2 The District Superintendent or designee shall require verification from the unit member's physician whenever (1) a unit member has been absent for five or more consecutive school days or (2) the unit member's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays.

11.13.3 The District Superintendent or designee may require a unit member to visit a physician selected by the District, at District expense, when the unit member's conduct or performance at work is inconsistent with the medical statement provided by the unit member's physician.

11.13.3.1 In requiring a unit member to visit a physician selected by the District, the District is entitled only to information concerning whether the unit member is able to perform the essential duties of his or her assignment and whether the unit member requires any accommodation(s) in order to perform the essential duties or has restrictions in the performance of the essential duties. The District is also entitled to know how long the unit member may require those accommodations or will have those restrictions.



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

1750 12. Class Size

1751  
1752 12.1 Class Size. It is the goal of the District to maintain a class size that affords an  
1753 optimum learning opportunity and a safe environment for all.

1754  
1755 The District shall take the following factors into consideration when establishing  
1756 class sizes:

1757  
1758 12.1.1 Subject matter

1759 12.1.2 Type of instruction

1760 12.1.3 Ability of pupils

1761 12.1.4 Availability of instructional aides

1762 12.1.5 Workstations

1763 12.1.6 Use of special facilities and equipment

1764 12.1.7 Financial limitations  
1765

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

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

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

1782 than the end of the 15th day of instruction. Regular class size will not exceed 38  
1783 students except in an emergency or as set forth in Section 12.4.1 below.  
1784 Additionally, the District recognizes the importance of reducing class size in  
1785 English Language Arts. If the District exceeds the above-referenced class-size any  
1786 classroom after the 15th day of instruction, except in the case of an emergency or  
1787 as set forth in Section 12.4.1, the District Office will notify the President of SFT  
1788 and the District shall deposit \$10 per instructional day per student for each  
1789 classroom which is over the above-referenced class size limit into a special  
1790 "Teacher Professional Development Fund" which will be used by the District for  
1791 teacher training and professional development.  
1792

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

1797 13. Evaluation Procedures  
1798

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

1806 13.2 Evaluation Procedure  
1807

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

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

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

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

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

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

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

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

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

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

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

1944  
1945 13.3 Re-employment Recommendations

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

1952  
1953 13.4 Teachers Assigned After Beginning of School Year

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

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

13.6 Resignations

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

13.7 Special Evaluations

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

14. Salaries

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

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

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

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

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

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

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

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

2056 14.3 Reclassified pay shall commence effective September 1<sup>st</sup> of each year.  
2057

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

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

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

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

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

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

2088 15. Health and Welfare Benefits  
2089



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

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

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

2142

2143 17. Vacancies, Involuntary Transfers & Reassignment

2144

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

2147

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

2151

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

2155

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

2158

2159 17.2 Involuntary Transfers

2160

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

2163

2164 17.2.1.1 Reduction of a particular program.

2165

2166 17.2.1.2 Cancellation of a particular program.

2167

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

2170

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

2173

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

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

2222 the normal work day.

2223

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

2225

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

2230

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

2234

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

2238

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

2243

2244 18.2 Definitions:

2245

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

2247

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

2249

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

2252

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

2255

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

2259

2260 18.3.1 Promote collaboration among Consulting Teachers and administrators.

2261

2262 18.3.2 Utilize instructional expertise from Consulting Teachers.

2263

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

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

- 2310 18.5.4 To submit recommendations to the Federation and the Board for  
 2311 improvement or changes in the program.  
 2312
- 2313 18.5.5 To conduct classroom observation of potential Consulting Teachers as  
 2314 needed.  
 2315
- 2316 18.5.6 To attend scheduled Panel meetings.  
 2317
- 2318 18.5.7 To establish a time line of objectives and activities to be performed by the  
 2319 Consulting Teacher.  
 2320
- 2321 18.5.8 To meet at least four (4) times annually to review the work of the  
 2322 Consulting Teachers and their caseloads.  
 2323
- 2324 18.5.9 To select a chairperson for a one year term.  
 2325
- 2326 18.5.10 To select the Consulting Teacher after a needs assessment of Participant.  
 2327
- 2328 18.5.11 To assign a Consulting Teacher to a Participant.  
 2329
- 2330 18.5.12 To recommend appropriate Consulting Teacher training.  
 2331
- 2332 18.5.13 To advise the Consulting Teacher of the procedure to be followed.  
 2333
- 2334 18.5.14 To terminate a Consulting Teacher whose performance does not meet the  
 2335 expectation of the program.  
 2336
- 2337 18.5.15 To review the final report of the Consulting Teacher related to the  
 2338 assistance plan and, if deemed necessary, seek clarification by interview  
 2339 with the Consulting Teacher.  
 2340
- 2341 18.5.16 To allocate Consulting Teacher stipend based on State funding.  
 2342
- 2343 18.5.17 To prepare a recommendation to the Superintendent related to the  
 2344 Participant's assistance plan.  
 2345
- 2346 18.6 Participant Selection Criteria:  
 2347
- 2348 18.6.1 Teacher who has been identified as performing in an unsatisfactory  
 2349 manner and is assigned for assistance.  
 2350
- 2351 18.6.2 First year teacher.  
 2352
- 2353 18.6.3 Teacher new to the District.

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

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



- 2442 selected by the Panel to participate in the PAR program, all recommendations for  
2443 conferences and staff development activities shall be the sole responsibility of the  
2444 Consulting Teacher. The Consulting Teacher shall give guidelines and time lines  
2445 describing the remediation procedure. By the end of the grading period, the  
2446 Consulting teacher will develop a plan that will provide sufficient staff  
2447 development to correct any of the areas where performance is unsatisfactory.  
2448 There shall be frequent conversations, scheduled and non-scheduled, between the  
2449 Consulting Teacher and the Site Administrator regarding the Participant. Each  
2450 Consulting Teacher will:
- 2451
  - 2452 18.11.1 Assist in writing clear performance goals with the Participant,  
2453 consistent with the California curriculum and teaching standards.  
2454
  - 2455 18.11.2 Recommend, in writing, appropriate staff development time line of  
2456 activities to improve the skills and knowledge of each Participant.  
2457
  - 2458 18.11.3 Provide assistance that may include developing, providing or  
2459 arranging for classroom material, reviewing curriculum, suggesting  
2460 and discussing teaching and classroom arrangement techniques,  
2461 record keeping requirements, demonstrating teaching techniques,  
2462 arranging for observations of other teachers, and planning  
2463 instruction.  
2464
  - 2465 18.11.4 Conduct observations of each Participant at least once a month.  
2466
  - 2467 18.11.5 Within five days of observation, provide a written review to each  
2468 Participant.  
2469
  - 2470 18.11.6 Provide a summary documenting areas of growth or areas of  
2471 needed improvement.  
2472
  - 2473 18.11.7 Maintain schedule of activities.  
2474
  - 2475 18.11.8 Send copies of observation reports to the site administration and  
2476 the Panel.  
2477
  - 2478 18.11.9 Maintain a log for each Participant showing dates and time of  
2479 contacts, including a summary of conversations, observations, and  
2480 other forms of assistance provided.  
2481
  - 2482 18.11.10 Inform the Panel of Participants who are not making satisfactory  
2483 progress and revise the assistance plan.  
2484
  - 2485 18.11.11 Prepare a final report to address issues in the improvement plan,

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

2489 18.12 Compensation for Consulting Teachers and Panel Members:  
2490

2491 18.12.1 Current salary placement.  
2492

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

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

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

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

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

2526 18.12.6 \$940 discretionary for Panel expense.  
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2528 18.13 Subject Area Specialist: At the request of the participating teacher, a Subject Area  
2529 Specialist may be assigned to assist the participating teacher.

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- 18.13.1 The Federation and the District understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the Consulting Teacher maintains primary responsibility for the Individual Improvement Plan, but may function more as a case carrier who assures the availability of appropriate resources and services.
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- 18.13.2 The Consulting Teacher shall select Subject Area Specialist with approval of the Panel. A Subject Area Specialist is a Consulting Teacher that can be placed on assignment as the need arises. The selected Subject Area Specialists will continue in their current status until their services are needed. Their assignment will be determined annually. The Subject Area Specialist will provide direct support for the participating teacher and recommend appropriate staff development activities. The participating teacher will be introduced to other services available such as curriculum specialist, psychologist, speech therapist, and other support personnel to assist in the improvement of instruction.
- 2552 18.14 Panel Reporting Procedures:
- 2553
- 2554 18.14.1 At the quarterly meeting the Consulting Teacher shall provide an oral report and all written documentation to the Panel regarding progress of each Participant.
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- 2558 18.14.2 The participating teacher may be present for the presentation and will be given the opportunity to respond to the progress report.
- 2559  
 2560
- 2561 18.14.3 The participating teacher may not be present during the deliberation of the Panel, which is confidential. The Panel may request additional follow-up information from the Principal, Consulting Teacher, or the participating teacher.
- 2562  
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- 2566 18.15 Conflict of Interest Clause: In the event that one of the Panel members is the Administrator who has deemed that a participating teacher's performance is unsatisfactory, he or she shall abstain from voting during consideration and review of that participating teacher's case.
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- 2571 18.16 Additional Provisions:
- 2572
- 2573 18.16.1 If expenditures for the PAR program exceed funds made available

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

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

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

2673 20. Early Retirement  
2674

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

2680 The provisions of this program are as follows:  
2681

2682 20.1 Eligibility  
2683

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

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

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

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

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

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

2707

2708 20.2 Benefits

2709

2710 20.2.1 Health Benefits for Retirees and Dependents

2711

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

2719

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

2723

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

2727

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

2730

20.3 Requirements

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

20.4 Application to Heirs

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

20.5 Loss of Medical Benefits

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

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

21. Miscellaneous Provisions

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

22. Statutory Changes

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

23. Savings Clause

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

24. Concerted Activities

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



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

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

25. Open Negotiations

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

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

26. Duration

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

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

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

Signed and entered into this 6<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Randy Richter  
Board President  
Summerville Union High School District

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