

**2024-2025**

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, 2024 until June 30, 2025.

## 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 process 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. Federation Rights

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

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

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

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

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

## 5.8 Maintenance of Membership

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

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

## 5.9 Hold Harmless and Indemnify

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

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

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

## 6. Management Rights Clause

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

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

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

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

## 7. Grievance & Arbitration

### 7.1 Definitions

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

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

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



## 7.2 Purpose

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

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

## 7.3 Procedure

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

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

### 7.3.3 Level One

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

### 7.3.4 Level Two

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

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

#### 7.3.6 Level Three – Grievance Mediation

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

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

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

TWO or LEVEL THREE, or if no decision has been rendered within ten (10) working days after the LEVEL TWO filing, the grievant may ask the Federation to appeal the grievance (1) within ten (10) working days after the LEVEL TWO or LEVEL THREE decision. The request to appeal to LEVEL FOUR shall be made to the Federation, with a copy to the Superintendent/designee. The Federation shall have ten (10) working days from the date of the employee's request to the Federation to determine whether to appeal to arbitration. The discretion to appeal to arbitration rests solely with the Federation.

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

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

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

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

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

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

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

#### 7.3.8 Board's Authority to Modify Decision of Arbitrator

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

#### 7.3.9 Sole & Exclusive Method

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

#### 7.3.10 Reprisals & Representations

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

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

### 8. Public Charges & Special Complaints

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

8.2 After the District Superintendent or designee has received the verbal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9. Disciplinary Action Short of Dismissal

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

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

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

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

The term "just cause" shall mean:

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

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

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

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

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

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

9.6 Procedures for Letters of Warning and Letters of Reprimand:

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

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

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

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

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

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

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

#### 9.7 Procedure for Recommendation of Suspension Without Pay

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

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

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

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



first-class mail or by facsimile.

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

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

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

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

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

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

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

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

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

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

California State Mediation and Conciliation Office.

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

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

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

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

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

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

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

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

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

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

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

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

## 10. Teaching Hours & Working Conditions

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

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

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

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

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

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

All school schedules must receive Administrative approval before implementation.

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

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

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

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

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

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

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

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

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

10.5 For the 2024-2025 and 2025-2026 school years (expiring June 30, 2026), a full-time unit member on the Summerville High School Campus will be assigned an appropriate schedule reflecting an instructional assignment to include two preparation periods, one on “A” day and one on “B” day, each equal in time to the lengthiest instructional period. .

10.5.1 Preps will not exceed two preparation periods for full-time members on the Summerville High School campus except for the Athletic Director and Activities Director.

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

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

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

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

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

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

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

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

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

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

#### 10.10 Teaching Conditions

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

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

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

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

#### 10.11 Unit Member Safety

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

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

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

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

## 10.12 Staff Development Days

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

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

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

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

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

10.12.2 The District may schedule additional "targeted staff development activities or events." Employees for whom the staff development activities or events are targeted shall be compensated the staff development rate referenced in Appendix B-2.

10.12.3 All staff development "Buy-Back" days are voluntary.

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

10.13 All certificated staff members will not be required to host Flex Periods of

more than 25 students per session.

## 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:

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



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

11.2.1.3 Five days if travel exceeds 400 miles.

### 11.3 Jury Duty Leave

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

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

### 11.4 Industry Illness & Accident Leave

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

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

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

day of authorized absence.

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

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

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

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

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

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

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

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

11.4.8 A unit member receiving temporary disability benefits as a result of an industrial illness or accident shall remain within the State of California unless the District authorizes travel outside the state. Requests for District authorization must be directed to the Superintendent's Office.

11.4.9 For purposes of this Agreement, the term Aduty@ refers to all

scheduled working days, including legal and District declared holidays, on which an employee in the bargaining unit is required to perform services for the District.

## 11.5 Maternity Leave

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

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

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

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

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

## 11.6 Parenting Leave

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

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

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

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

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

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

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

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

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

## 11.7 Extended Illness and Accident Leave

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

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

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

the five-month period in a subsequent school year.

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

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

## 11.8 Personal Necessity Leave

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

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

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

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

11.8.2.1 It is strongly recommended that teachers provide notice at least five days before taking leave pursuant to Sections 11.8.2 and 11.8.3. The district needs as much advance notice as

possible in order to locate qualified substitutes. Failure to provide ample notice may result in the District exercising its rights pursuant to Section 11.8.4.

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

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

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

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

11.8.5.2 A unit member must receive the approval from his or her immediate supervisor at least 24 hours before his or her absence.

## 11.9 Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") Compliance

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

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

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

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

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

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

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

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

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

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

11.9.2.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall estimate the amount of time that the health

care provider believes the unit member needs to care for the individual requiring the care. The certificate shall also contain a statement that the affected individual's condition warrants the participation of a family member to provide care.

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

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

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

11.9.3 A unit member who requests leave for the unit member's own serious health condition may be required to submit a certificate from the health care provider.

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

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

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

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

11.9.4 If a unit member's need for family care and medical leave is



foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 calendar days before the leave is to begin, the unit member shall provide written notice to the District at least 30-calendar days prior to the commencement of the leave.

11.9.4.1 If a unit member learns of the need to take FMLA/CFRA Leave less than 30-calendar days before the leave is to begin, the unit member shall verbally notify the Site Administrator within one or two school days of learning about the need to take unpaid FMLA/CFRA Leave. In such a case, the District will then provide written notification to the unit member of the commencement date of the leave.

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

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

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

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

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

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

child.

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

## 11.10 Catastrophic Leave

### 11.10.1 Definition

“Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s family whose incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because she or he has exhausted all of her/his sick leave.

### 11.10.2 Eligibility Requirements

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

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

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

financial hardship for the employee.

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

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

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

### 11.10.3 Procedure for Donating Sick Leave Credit

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

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

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

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

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

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

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

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

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

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

#### 11.10.4 Procedure for Requesting Sick Leave Credit from the Bank

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

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

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

11.10.4.4 At the end of 30-work day period, the employee, if he/she is unable to return to work because of the same personal catastrophic illness or injury, may request an

additional 30 CLC's. The employee or his or her immediate family member must submit another request to the Superintendent or designee for approval with a doctor's note. The Superintendent or designee may authorize an additional 30 CLC's. The employee or his or her immediate family member may request a third block of fifteen (15) CLC's by following the procedure set forth in this section.

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

11.10.4.6 Catastrophic leave CLC's shall not be used for illness or disability which qualifies the participant for Workers' Compensation benefits. An eligible employee must exhaust all Worker's Compensation benefits or state disability benefits before he/she may withdraw CLC from the bank.

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

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

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

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

11.10.6 Non-Grievable

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

11.11 Unpaid Leave

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

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

11.11.3 11.11.1 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.

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

11.14 Summerville Union High School District will follow all local, state, and/or federal leave laws. If the contract leave is greater than local, state and/or federal law, then the contract leave language shall be granted.

## 12. Class Size

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

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

12.1.1 Subject Matter

12.1.2 Type of Instruction

12.1.3 Ability of Pupils

12.1.4 Availability of instructional aides

12.1.5 Workstations

12.1.6 Use of special facilities and equipment

12.1.7 Financial limitations

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

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

12.4 The balancing of student population at each school site will take place no later than the end of the 15th day of instruction. Regular class size will not exceed 35 students except in an emergency (as in a teacher or sub shortage) or as set forth in Section 12.4.1 below. Additionally, the District recognizes the importance of reducing class size in English Language Arts. If the District exceeds the above-referenced class-size in any classroom after the 15th day of semester one and semester two, except in the case of an emergency or as set forth in Section 12.4.1, the District Office will notify the President of SFT and the District shall pay the teacher directly \$10 per instructional day per student for each classroom which is over the above-referenced class size limit.

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

### 13. Evaluation Procedures

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

#### 13.2 Evaluation Procedure

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



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

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

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

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

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

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

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

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

13.2.3.1 Expected standards of student progress

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

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

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

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

13.2.3.5 Goals and objectives.

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

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

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

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

13.2.5 The evaluation form shall be completed in duplicate.

13.2.6 Any certificated employee who receives a negative evaluation

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

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

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

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

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

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

### 13.3 Re-employment Recommendations

At the time of the final evaluation each school year, the Superintendent shall advise the teacher of his/her recommendation regarding continued employment and shall indicate the recommendation on the

evaluation form. If the evaluation is completed after March 15th, a recommendation relative to re-employment will not be required.

#### 13.4 Teachers Assigned After Beginning of School Year

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

13.5 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 Proof of completion of all CLAD requirements by August 1, 2024 is required for negotiation pay increases for the 2024-2025 school year. Emergency CLAD credential is required to be in place for the 2023-2024 school year by the first day of school.

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

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

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

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

reclassification per year. A reclassification is considered an increase in the number of approved units for compensation.

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

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

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

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

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

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

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

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

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

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

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

14.3 Reclassified pay shall commence effective September.

14.4 The District shall allow a certificated member to transfer up to 10 years of full-time service. Any currently employed certificated teacher who was placed on the salary schedule at the step 8, but had greater than 8 years of service, will receive no more than a 2 step increase on the salary schedule in the 2021-2022 school year. No retroactive compensation (to prior years) will be awarded. The increase will begin effective July 1, 2021. (Per TA reached May 24, 2021).

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

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

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

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

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

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

## 15. Health and Welfare Benefits

15.1 Employees and Dependent Insurance Coverage. The District agrees to contribute toward a health and benefit package on behalf of each unit member the amount of \$12,000 annually subject to the rules and regulations set by the District insurance providers.

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

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

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

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

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

15.2.1 The District will pay prorated benefits for part-time employees. Employees receiving District initiated reduction of hours will be provided, at District expense, full benefits for the first year of such a reduction and prorated benefits each year thereafter for part-time service.

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

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

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

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

## 16. Personnel Files

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

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

## 17. Vacancies, Involuntary Transfers, & Reassignment

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

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



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

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

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

## 17.2 Involuntary Transfers

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

17.2.1.1 Reduction of a particular program.

17.2.1.2 Cancellation of a particular program.

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

17.2.1.4 Recommendation on a final evaluation pursuant to Article 13.

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

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

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

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

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

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

### 17.3 Involuntary Transfer Appeal

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

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

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

### 17.4 Split Assignments

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

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

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

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

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

18.1.1 The PAR program is to provide professional assistance and continuous staff development to teachers in need of development in

subject matter knowledge or teaching strategies to improve student performance.

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

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

## 18.2 Definitions:

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

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

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

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

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

18.3.1 Promote collaboration among Consulting Teachers and administrators.

18.3.2 Utilize instructional expertise from Consulting Teachers.

18.3.3 Enhance and improve classroom instruction to maximize students performance.

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

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

18.3.6 Provide a Consulting Teacher to assist certificated personnel new to the District who are not eligible for the Beginning Teacher

Support and Assessment (BTSA) program.

18.3.7 Provide a Consulting Teacher to teachers new to the District

18.3.8 Provide a Consulting Teacher to teachers requesting assistance.

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

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.

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

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

18.5.6 To attend scheduled Panel meetings.

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

18.5.9 To select a chairperson for a one year term

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

18.5.11 To assign a Consulting Teacher to a Participant.

18.5.12 To recommend appropriate Consulting Teacher training.

18.5.13 To advise the Consulting Teacher of the procedure to be followed.

18.5.14 To terminate a Consulting Teacher whose performance does not meet the expectation of the program.

18.5.15 To review the final report of the Consulting Teacher related to the assistance plan and, if deemed necessary, seek clarification by interview with the Consulting Teacher.

18.5.16 To allocate Consulting Teacher stipend based on State funding.

18.5.17 To prepare a recommendation to the Superintendent related to the Participant's assistance plan.

18.6 Participant Selection Criteria:

18.6.1 Teacher who has been identified as performing in an unsatisfactory manner and is assigned for assistance.

18.6.2 First year teacher

18.6.3 Teacher new to the District

18.6.4 Volunteer Participant

18.6.4.1 A teacher who volunteers based upon administrative recommendation.

18.6.4.2 A teacher who volunteers to participate in the program.

18.7 Participant Selection Procedure:

18.7.1 All applicants will be referred to the PAR program by the

Administration. Volunteer applicants will submit a letter of interest to the Administration.

18.7.2 Each referral shall be reviewed by the Panel to determine whether acceptance into the program is appropriate.

18.7.3 The teacher shall have the opportunity to make a presentation to the Panel.

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

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

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

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

#### 18.8 Consulting Teacher Qualifications:

##### 18.8.1 Experience:

18.8.1.1 Permanent or retired employee of the District.

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

18.8.1.3 Extensive teaching experience.

##### 18.8.2 Abilities and Skills:

18.8.2.1 A range of teaching strategies and methods

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

18.8.2.3 Effective classroom management strategies.

18.8.2.4 Counseling and coaching strategies.

18.8.2.5 Familiarity with specific curricular areas of

participant.

18.8.2.6 Effective and tactful communication strategies.

18.8.3 Other training may include:

18.8.3.1 Observation procedures and program evaluation.

18.8.3.2 Peer counseling.

18.8.3.3 Curriculum design.

18.9 Consulting Teacher Selection Procedure: Each certificated teacher who applies for the position of Consulting Teacher will:

18.9.1 Submit an application to be reviewed by the Panel.

18.9.2 Authorize the review of previous performance evaluations of the applicant by the Panel.

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

18.9.4 Interview with the Panel.

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

18.10 Service of a Consulting Teacher:

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

18.10.2 A Consulting Teacher may reapply for a new term.

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

18.11.1 Assist in writing clear performance goals with the Participant, consistent with the California curriculum and teaching standards.

18.11.2 Recommend, in writing, appropriate staff development time line of activities to improve the skills and knowledge of each Participant.

18.11.3 Provide assistance that may include developing, providing or arranging for classroom material, reviewing curriculum, suggesting and discussing teaching and classroom arrangement techniques, record keeping requirements, demonstrating teaching techniques, arranging for observations of other teachers, and planning instruction.

18.11.4 Conduct observations of each Participant at least once a month.

18.11.5 Within five days of observation, provide a written review to each Participant.

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

18.11.7 Maintain schedule of activities.

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

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

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

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

18.12 Compensation for Consulting Teachers and Panel Members:

18.12.1 Current salary placement.

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

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



relative to the one or two semester term of service.

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

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

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

18.12.6 \$940 discretionary for Panel expense.

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

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.

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.

18.14 Panel Reporting Procedures:

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

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

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

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

18.16 Additional Provisions

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

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

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

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

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

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

18.17 Participant Due Process Rights

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

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

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

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

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

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

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

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

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

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

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

## 19. Expense Reimbursement

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

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

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

19.3 If a District vehicle is not used, a unit member may use a private vehicle provided it is in safe operating condition. Mileage expenses will be reimbursed at the IRS allowable rate until the amount set aside for mileage is exhausted from the budget. No reimbursement will be made for mileage to and from the unit member's residence and work site.

## 20. Early Retirement

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

The provisions of this program are as follows:

### 20.1 Eligibility

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

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

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

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

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

## 20.2 Benefits

### 20.2.1 Health Benefits for Retirees and Dependents

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

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

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

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

## 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 Clauses

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. Durations

26.1 The Parties enter into a successor Agreement which is effective from July 1, 2024, through and including June 30, 2025, This Agreement shall conclude negotiations for the 2024-2025 school year on all issues.

Except as provided for in Sections 8.1 and 8.2, the Parties shall commence negotiations for the 2025-2025 school year no later than January 1, 2025.