AGREEMENT

BETWEEN

SWEETWATER UNION HIGH SCHOOL DISTRICT

AND

SWEETWATER EDUCATION ASSOCIATION/CTA/NEA

July 1, 2013

through

June 30, 2016

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ARTICLE 1

AGREEMENT

1.1 This Agreement is entered into this 10th day of April, 2014. This constitutes a bilateral and binding contract, hereinafter referred to as the "Agreement," by and between the Board of Trustees of the Sweetwater Union High School District, hereinafter called the "Board" or "District," and the Sweetwater Education Association.

1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code, hereinafter referred to as the "Act."

1.3 This Agreement shall remain in full force and effect from the date of final ratification up to and including June 30, 2016.

1.4 On or before February 1, 2015 both parties agree to reopen Article 18, Health and Welfare Benefits and Article 36, Wages.

ARTICLE 2

ASSOCIATION RECOGNITION

2.1 Recognition: The Board hereby recognizes the Association as the certificated exclusive negotiating representative of the members of the certificated employees unit as defined by the Educational Employment Relations Board Decision Number HO-R-8.

2.2 The bargaining unit is limited to: 7-12 classroom teachers (middle/junior/senior high school), adult program classroom teachers, ROP teachers, other hourly teachers, library media teachers, school nurses, speech therapists, individualized instruction teachers/independent study teachers, resource teachers, associated student body advisors, children's center permit teacher, interns in any of the aforementioned positions and teachers on alternative assignment.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Rights of Access:

A. The Association shall have the right of reasonable usage of buildings and facilities without charge and when not otherwise in use, subject to conditions governing usage under the Civic Center Act.

B. Authorized Association representatives shall, upon arriving at a school site or at the Administration Center, report initially to the office of the principal or Superintendent or his/her designated representative to announce their presence and purpose. Normally, such visits shall be scheduled only during the unit member's duty free lunch period or non-duty hours.

C. The Association representative may request a visit with a unit member during the member's preparation and/or conference period(s) provided the visit does not interfere with assigned duties and the efficient operation of the school. Such request for visitation shall be granted unless the principal or his/her designee determines that the unit member is needed for school and/or District business; such visitation may be terminated by the principal if the unit member's services are needed in case of emergency.

D. The principal shall meet monthly with an SEA site representative to discuss local school site matters.

3.2 Bulletin Boards:

The Association shall have the right to use at least one (1) institutional bulletin board at each site where unit members work. The Association shall be entitled to use the designated employee bulletin boards for official communication, directed to unit members. To qualify as an official communication, the material must be endorsed by showing the name of an authorized Association representative. The Association shall be responsible for the content of all its information posted on school bulletin boards.

3.3 Daily Bulletin:

Space shall be provided in the staff information portion of official school bulletins for brief announcements of the Association and clarification of contractual deadlines. Such announcements shall be limited to necessary factual data - time, date, place, a brief statement of purpose, which shall not be related to any activity described in Article 9, Concerted Activities.

3.4 School Mail/Communication Equipment:

A. The Association may use the District mail service and other communication equipment when materials are going to or coming from the Association office for communication to and from its unit members. Such use shall not interfere with the efficient operation of the District. The Association shall be responsible for the content of all information that it sends through the District mail or other communication systems. A courtesy copy of non-confidential, generally distributed items will be given to the Director of Labor Relations and the site principal at the appropriate time of distribution.

B. Only the site representative or other officer of the Association is authorized to place materials in unit member's school mailboxes. Any communication placed in mailboxes shall give the name of the Association and an officer or representative of the Association.

C. It is the responsibility of the Association to distribute Association materials at each school and/or at the District Administration Center by either placing the materials in individual mailboxes, the interschool mail service, or by personal delivery.

3.5 Release Time For Association Activities:

A. The Association shall have the right to receive up to thirty (30) days of paid leave during a period of one (1) school year, to attend local, state, and national conferences and workshops. Such days may be applicable when the following conditions have been met:

1. Method of Release

A request in writing, signed by the president of the Association, or his/her designee, shall be submitted to the Director of Labor Relations two (2) days prior to the requested leave time. This requirement may be waived by the Superintendent or his/her designee in special situations. Except for unusual circumstances, the request shall be granted. If a substitute is required, the released teacher shall procure the substitute following normal District procedures.

2. Length of Release Time

Release time shall be taken in increments of one (1) day per specified unit member released.

3. Designation of Release Persons

The Association may specify the number of days and the specific unit member(s) to be released within the number of days authorized.

B. The Association may authorize additional release time at Association expense up to a maximum of fifty (50) days per school year. Such release time shall be granted in accordance with Section 3.5.A.1 of this article. The Association shall upon receipt of District invoice, remit monies to the District for substitute costs of unit members on leave under this section. No costs shall be borne by the District under this section.

C. The Association shall be provided any public information reasonably required and requested in writing such as class size, statistical reports, budgetary information, and other information which is pertinent to the unit members.

3.6 The following items shall be provided to the Association as soon as they are available:

A. Copies of the J-90, J-200, P-I and P-2 shall be provided yearly.

B. A copy of each site's master schedule including the size of each class shall be provided by the 12th student day of each semester.

C. A list of newly hired and transferred unit members shall be provided after each Board of Trustees meeting.

D. An annual report of the number of claims submitted, the number of claims paid, the number of appeals and the total dollar amount paid to unit members under Article 30, Replacement or Repair of Employee's Personal Property.

E. Copies of tentative teacher allocations for each school.

3.7 The following items shall be made available to the Association upon written request:

A. Names and addresses of all unit members who voluntarily provide such information to the District.

B. A list of unit members by seniority.

3.8 Release Time - Association Officials:

The Association President and elected officers, as identified by the Association, shall be granted a reduced teaching assignment or leave of absence without loss of compensation for the purpose of enabling the employee to serve as an elected officer.

The District shall pay the officer's salaries and fringe benefits. Pursuant to Education Code section 44987, the Association shall reimburse the District for all compensation paid to the Association President and elected officers on account of the leave. Compensation paid under this provision shall include any of the following actually paid by the District: salary, health benefits, statutory benefits, and retirement fund contributions. Leave shall be in accordance with Education Code section 44987 and may be granted on a yearly basis or on a semester basis. Should 44987 be amended, this section will be automatically amended to reflect any changes in the statute.

The District and the Association shall share the compensation costs for an officer on a reduced teaching assignment proportionally based on the FTE for the teaching assignment and with the remainder of the 1.0 FTE being allotted to the Association.

The full-time released Association president, or any other released officer, shall be guaranteed State Teachers Retirement System (STRS) participation and maintenance of seniority, annual sick leave, and personal necessity leave.

The Association president shall also be eligible for salary advancement and reclassification during the term of the approved leave.

Application for leave shall be submitted by May 15, for leave during Semester I, and by November 30, for leave during Semester II.

Timelines may be waived by mutual Agreement between the parties.

3.9 Upon returning to active employment with the District, the Association President and any elected officer taking leave under this provision shall be placed in the same position, contingent upon the continued availability of that position, in which he or she was employed immediately prior to the leave.

3.10 The District will maintain an Association mailbox at the District Administration Center.

ARTICLE 4

ADULT SCHOOLS

Adult school unit members shall be covered by this article in lieu of Article 12, Duty Hours, Article 16, Faculty Advisory Committee, Article 33, Summer School/lntersession, Article 35, Transfer (with the exception of Section 35.2 and Section 35.6), and Article 36, Wages. Article 4, Adult Schools is applicable only to Adult School unit members and does not apply to 7-12 unit members.

4.1 Duty Hours:

A. The hours may be increased by mutual consent between the unit member and his/her principal/supervisor. Each instructional hour in the adult school will consist of a maximum of sixty (60) minutes of instruction. Where classes are equal to or exceed 120 minutes in length, a fifteen (15) minute scheduled break shall be provided to unit members who are scheduled to be on duty both before and immediately following such a break.

B. Unit members scheduled for four (4) breaks or fewer per week will receive a stipend of three hundred dollars ($300) per semester. Unit members scheduled for five (5) or more breaks per week will received a stipend of six hundred dollars ($600) per semester.

C. Scheduled breaks may be waived upon mutual agreement of the principal and the unit member when at least one (1) of the following conditions exist:

1. The class is held in a non-district facility; or

2. There is a conflict in scheduling within a District facility due to a previously scheduled class.

3. When a class cancellation occurs any associated stipend shall be prorated.

D. Full-time Adult School teachers (full-time is defined as thirty [30] hours per week) shall work a maximum of one hundred seventy-five (175) workdays for the regular school year. The District shall negotiate the calendars in accordance with Article 6, Calendars & Work Year. Such calendar(s) shall be published to all unit members. After consultation with the Faculty Advisory Committee (FAC) and receipt of their advisory input, the principal/supervisor will determine the teaching schedule of each class.

E. The following holidays and/or recess periods are recognized by the District:

1. Martin Luther King, Jr. Day
2. Lincoln's Birthday

3. Holiday declared by District for the Adult Schools in lieu of Admissions Day if holiday not observed on Admissions Day
4. Washington's/President's Day
5. Spring Recess Period
6. Memorial Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Winter Recess Period
11. Cesar Chavez Day
12. Fall Recess Period

F. Adult School classes may remain open during winter and spring recess periods for the purpose of holding scheduled classes maintained in factories, commercial enterprises, or institutions.

G. Adult School teacher regularly assigned 1-30 hours or more per week shall be assigned six (6) hours of pre-school time, at least one (1) hour of which will be devoted to preparation and the remainder devoted to scheduled activities. These activities will be discussed as part of the agenda of the Adult Education Committee. Participation in scheduled activities during these duty hours is required. In the event of the need to take leave, all other provisions of this agreement are applicable. This provision is applicable to permanent, probationary and temporary teachers.

H. The duty hours of Adult School unit members shall not exceed forty (40) hours per week unless mutually agreed to by the unit members and his/her principal/supervisor

4.2 Assignment and Transfer:

A. **Initial Assignments**

1. Adult School teachers shall be assigned according to the staffing needs of the District Adult Schools. Said assignments shall be consistent with the tenure requirements of the Education Code. Such staffing needs and development of the master schedule shall be discussed with the FAC prior to implementation. The assignment of an Adult School teacher may include more than one (1) adult school and/or site.

2. Assignments shall not be made in an arbitrary or capricious manner.

B. **Assignment of Additional Hours**

1. Adult School teachers will be selected for additional teaching hours based on staffing needs as determined by the principal, using the following criteria:

   a. Program needs
   b. Availability
   c. Compliance of tenure hours requirements under the provisions of the Education Code
   d. Credential of applicants
   e. Seniority

2. Additional Hours:

   Each semester, temporary Adult School teachers who qualify under Section 4.2.B.5, and permanent and probationary teachers, shall complete the Request for Additional Teaching Hours form (Appendix D) provided at each Adult School office. The Request for Additional Teaching Hours form must be completed and turned in by the last day of the preceding semester. The Request for Additional Teaching Hours form shall provide the bargaining unit member with an opportunity to identify his/her interest in teaching additional hours. The Request for Additional Teaching Hours form shall be distributed to the applicable sites.

   A completed Request for Additional Teaching Hours form is required for consideration under Sections 4.2.B.3.

3. When a teaching vacancy exists within the Adult School, the District shall offer the right of first refusal to any permanent Adult School teacher who is currently working under his/her tenure hours, is properly credentialed, and has not voluntarily reduced his/her hours for the semester in accordance with Appendix E, Section A of the Reduction of Teaching Hours form.

C. **Transfer:**

1. The District shall provide all Adult School teachers written notice through posting regarding open teaching positions, via district email communication to each member to apprise all Adult School teachers of vacant teaching assignments.

   As of the Monday of the last full calendar week in June to the extent the District is aware of positions required to be filled for the next school year, the District shall post such positions. If a unit member gives notice of his or her resignation or retirement, dies, or otherwise separates from the

District before the Friday before Thanksgiving, the District shall post such vacated position for the next semester.

An open position is any position on a site master schedule, regardless of funding source, which is not assigned to a permanent, probationary, or temporary unit member. Any position funded by a grant which requires the identification of a specific unit member to be assigned shall not be posted. However, if the specifically identified unit member vacates the position, then that position shall be posted subject to the posting provisions of this article, and where otherwise permitted by the grant.

2. Starting with the fourth week of each semester, vacant positions for each Adult School will be communicated via district email to each member each Monday until the end of the semester.

   Starting with the fourth week of each semester, all open positions for each Adult School will be posted in a specifically designated location at each Adult School office.

   No assignment will be filled before Monday of the week following the one in which the assignment is announced.

3. Adult School teachers with permanent status may apply for positions for which they qualify in the 7-12 programs in accordance with Section 35.2 – Voluntary Process and Section 35.6 – Transfer from Adult School.

4. Teachers transferring from the adult education program to the 7-12 program shall be given step credit based on their years of service in the Adult School program. One (1) year of credit shall be given for each year of service in which the teacher has worked nineteen (19) hours a week for seventy-five percent (75%) of the school year. (See Appendix C-5)

D. **Reassignment:**

All reassignments of permanent and probationary Adult School teachers from site to site or reassignments within the site in the Adult School system shall be accomplished in accordance with the following:

1. Permanent and probationary Adult School teachers shall be consulted prior to any reassignment.

2. The topic of reassignment shall be part of the FAC agenda. Whenever possible, specific potential reassignments will be discussed with FAC prior to the reassignment taking place.

3. No reassignment shall be made arbitrarily or capriciously.

4.3 Wages:

A. For each year of the contract, the Adult Education salary schedule will be increased by the same percentage as the percentage increase to the 7-12 certificated salary schedule, effective July 1, of each year.

B. The salary schedule for Adult School teachers shall be set forth in Appendix C-5 which is attached to and incorporated into this Agreement.

C. Permanent Adult School teachers shall have their semester salary divided into monthly paychecks.

D. The Adult School salary schedule shall reflect receipt of anniversary increments at the beginning of eighteen (18), twenty-two (22), and twenty-six (26) years of experience.

E. All Adult School teachers who are assigned twenty (20) hours or more per week and have a split shift contract will be compensated at a rate of six hundred dollars ($600) annually. A split shift shall be defined as a split of at least four (4) hours.

F. The District shall recognize all out of District teaching experience for initial salary placement to a maximum of Step III.

4.4 Faculty Advisory Committee:

A. **Definition**

The Faculty Advisory Committee (FAC) is an advisory committee to the principal and chaired by the principal for the discussion of curriculum and instructional Issues.

B. **Purpose**

The purpose of the committee is to discuss implementation of curricula and instructional issues which directly affect the school, including curriculum development, school instructional site budget, master schedule, class closures, grants, split schedules, reassignments and other topics specifically related to curriculum and instruction as determined by the principal and members of the committee.

C. **Composition of the Faculty Advisory Committee**

The FAC at the Chula Vista Adult School, National City Adult School, Montgomery Adult School, and San Ysidro Adult School shall consist of three (3) bargaining unit members, the Association selected site representative, a member from the counseling department and the school principal. The bargaining unit members shall be elected democratically by an at-large election conducted by the SEA site representative.

D. **Selection**

1. By the end of the first school month in each school year, the unit members at each of the four (4) adult schools (Chula Vista Adult, National City Adult, Montgomery Adult, and San Ysidro Adult) shall elect an FAC. Each bargaining unit member shall have an opportunity to nominate himself/herself or be nominated by another member of the bargaining unit to serve on the FAC. The election ballot will be composed of those teachers nominated and who are willing to serve. All bargaining unit members shall have the opportunity to vote.

2. If a tie exists, a run-off election for that position(s) will be held. The run-off election will consist of bargaining unit members who tied for the position(s) in the previous election.

3. If a vacancy develops after the initial election, the FAC shall have a special at-large election to fill the vacant seat(s). The same election procedures will be followed during the special election. A site representative of the Association shall conduct the election.

E. A draft master schedule which contains proposed assignments for the following fall semester will be presented to the FAC during an FAC meeting no later than two (2) weeks prior to the end of semester II.

F. Unit members may appeal to the FAC for review of master schedule assignments. If necessary to accommodate appeals, an FAC meeting will be held no later than one (1) week prior to the end of semester II.

Bargaining unit members making the appeal may request from the FAC a written statement indicating the rationale for the committee's recommendation(s). The recommendation of the FAC shall be limited to the committee members. Any written rationale shall be signed by the principal and the Association's representative to the FAC.

G. **Compensation**

Compensation to elected members of the FAC shall be established in Appendix C-4.

H. **Meetings**

1. Meetings will be held at least once a month. Additional meetings may be held each month if agreed to by the principal and members of the FAC.

2. The agenda will be mutually developed by the principal and members of the FAC.

3. Minutes of the FAC meetings shall be recorded by a person mutually selected by the FAC and the principal. Minutes of the FAC meetings shall be posted, one (1) copy distributed to each unit member as soon as possible following the completion of the meeting. The minutes shall reflect the mutual concurrence of the principal and the committee members relative to the content of the minutes.

4. The FAC serves in an advisory capacity to the principal to deal with curriculum and instructional issues as specified in Section 4.4.B.

5. The master schedule shall be on the agenda and discussed at FAC meetings at least once per month during April and May for the first semester and during November and December for the second semester.

6. A schedule of meeting times is to be determined by a consensus of the FAC and the site principal at times that will not conflict with scheduled teaching hours for the FAC members.

4.5 Summer School:

A. **Selection Procedures**

1. Teachers currently serving in Adult School assignments who are interested in applying for Summer Adult School teaching assignments shall indicate their interest by filling out the District's application form and submitting it by the due date selected by the District. The District reserves the right to select teachers for Summer School assignments based upon needs of the school and the students.

2. Summer School assignments shall be made on a year to year basis. Election to a Summer School assignment automatically terminates at the end of the summer session.

3. The selection procedure does not preclude the District from selecting persons for Summer School teaching assignments who have special credentials and/or who are recognized for their work in a particular assignment.

4. Summer School assignments may be terminated whenever the District determines that sufficient enrollment does not exist.

5. A copy of memoranda from the District which make inquiry of Adult School teachers regarding their interest in teaching Summer School will be posted by April 15 on the bulletin board in each Adult School office.

6. Notification for selection to Summer School shall be made in writing to those teachers selected; it shall include the location of the assignment and the tentative subject(s) to be taught. Teachers may be reassigned dependent on staffing needs as determined by the principal. Should additional summer session(s) be activated, the District will identify potential teaching positions as soon as practical. The District shall post the Summer School master schedule no later than June 1.

7. Following the guidelines stated in this Summer School section, selection and termination of Summer School teaching assignments shall be determined by the District.

8. No unit member shall be required to teach Summer School.

B. **Sick Leave**

Employees serving in Summer School teaching assignments shall receive one (1) hour sick leave for every eighteen (18) hours worked. Unused sick leave shall be credited to the regular school year sick leave accumulation.

C. **Bereavement Leave**

One (1) day bereavement leave for death of any member of his/her immediate family is provided to Summer School teachers. Members of the immediate family are: mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother, grandfather, legal guardian, aunt, uncle, niece, nephew, grandchild, spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, of the unit member or any relative or person living in the immediate household of the unit member.

D. **Child Bearing Leave**

A pregnant employee may take sick leave in accordance with the sick leave provisions of Section 4.5.B, of this article.

E. **Adoption Leave**

A Summer School teacher may take one (1) day to be deducted from sick leave provided in Article 33, Summer School/Intersession, Section 33.2.A, for the purpose of adopting a child, subject to notification of the Human Resources Department. If the sick leave provided in Section 33.2.A, has been used, the employee may be granted unpaid personal leave for one (1) day for the purpose of this section.

F. **Personal Business**

Unit members may use sick leave provided for Summer School in Section 4.5.B, for personal business which is of such a nature that it requires the unit member's immediate attention. Personal necessity leave may not be used for recreational purposes of any kind.

G. **Wages**

Adult Summer School teachers shall be paid at an hourly rate for regularly assigned classes. Adult School teachers may be required to attend one (1) faculty meeting called by the principal without compensation. Adult Summer School teachers shall be paid pursuant to Appendix C-6.

4.6 Application for Position in the Regular 7-12 School Program:

A. Permanent Adult School teachers who hold a valid California teaching credential authorizing service in the 7-12 school program may apply and may be considered for posted vacancies within the 7-12 schools.

B. Permanent Adult School teachers may have their evaluations which were received while employed as Adult School teachers considered when applying for 7-12 school positions.

C. Any permanent Adult School teacher who holds a valid California teaching credential authorizing service in the 7-12 program upon request shall receive a statement of reason(s) for the denial of application for employment within the 7-12 schools. Section 4.7.A., shall not be interpreted to mean that the movement of an Adult School teacher to a vacant position within the 7-12 schools is a transfer.

4.7 Extended Year Programs:

Extended year programs are those that the adult education department offers in conjunction with Federal, State and local government programs (CaIWORKS, Job Corps, Maximus, South County Career Center, et. al) that require work years that may differ from the core school calendars.

A. Teachers assigned full-time to an extended year program shall be compensated in accordance with the Adult School teachers' salary schedule.

B. Participation in this program does not change the employee's status or benefits in STRS. Workdays will be considered for retirement benefits in accordance with STRS regulations.

C. A minimum of one hundred seventy-five (175) workdays and a maximum of two hundred twenty (220) workdays shall be assigned to unit members in the program in a flexible calendar, which may be different from the regular work year calendar. Extension of the work year beyond one hundred seventy-five (175) days will be voluntary. All days worked in the program will be compensated at the established Adult School hourly rate of pay.

D. The basic work year will be determined by the principal after consultation with the unit members.

E. The principal and the teachers in the extended program will meet to discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon between the principal and the unit members. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon length of service with the District.

F. Teachers who do not wish to continue working in the extended year program must notify the Director of Adult Education or his/her designee by May 1 of their interest in being transferred for the next school year to a teaching assignment in the regular Adult School Program

G. If funding for the program ceases, permanent unit members will be reassigned to a regular Adult School assignment.

4.8 The District shall provide one (1) paid three (3) hour staff development day. The staff development day shall occur on a day which is not an instructional day.

4.9 Adult School Committee: A joint committee will convene for the purpose of discussing and making recommendations regarding issues relevant to the Adult Education program. These topics will include, but not be limited to, Adult Education funding, Adult Education staffing, length of work year, policies/timelines for canceling classes, and any

other topic that the committee thinks is relevant. Unit members shall be compensated with the same stipend as FAC members.

The Adult School Committee shall consist of four (4) bargaining unit members (one from each site), an Association selected site representative, a member from the counseling department, a school principal and the Director of Adult Education. The bargaining unit members shall be elected democratically by an at-large election conducted by an Association site representative at each site.

By the end of the first school month in each school year, the unit members shall elect an Adult School Committee. Each bargaining unit member shall have an opportunity to nominate himself/herself or be nominated by another member of the bargaining unit to serve on the Adult School Committee. The election ballot will be composed of those teachers nominated and who are willing to serve. All bargaining unit members shall have the opportunity to vote.

If a tie exists, a run-off election for that position(s) will be held. The run-off election will consist of bargaining unit members who tied for the position(s) in the previous election.

If a vacancy develops after the initial election, the Adult School Committee shall have a special at-large election to fill the vacant seat(s). The same election procedures will be followed during the special election. A site representative of the Association shall conduct the election.

4.10 Evaluation:

Purpose of Evaluation Procedures:

A. The expressed purpose of the evaluation procedures outlined in this section is the improvement of instruction and the professional growth of the certificated unit members in the Adult Education Program. Evaluation and assessment of each unit member shall be made on a continuing basis as follows:

1. At least once each school year for probationary unit members

2. At least every other year for unit members with permanent status

3. At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and the unit member, being evaluated agree. The unit member or the evaluator may withdraw consent at any time. Consent may not be withdrawn for arbitrary or capricious reasons.

4. Unit members with temporary status are not required to be evaluated; however, employee may be evaluated upon request of the unit member.

B. The procedures detailing the evaluation of teachers are designed to operate in an atmosphere of mutual agreement and professional respect. Where it becomes necessary to resolve and remediate problems in classroom instruction, these procedures continue to operate in that same atmosphere of mutual agreement and professional respect. However, it is understood that some instructional problems may not be resolved within the guidelines of these procedures. In such cases, other articles of this contract will apply.

C. The focus of the evaluation will be the evaluation plan, the teachers' job description, the requirements in the Education Code, and the California Standards for the Teaching Profession. The standards to be used are:

1. Engaging and Support All Students in Learning

2. Creating and Maintaining Effective Environments for Student Learning

3. Understanding and Organizing Subject Matter for Student Learning

4. Planning Instruction and Designing Learning Experiences for All Students

5. Assessing Student Learning

6. Developing as a Professional Educator

7. Progress of Students toward District or State Standards

4.11 Personal and Academic Freedom:

A. The personal life of a unit member shall not be a subject of this formal evaluation procedure.

B. The right to study any controversial issue in the classroom, related to the objectives of that class, which has political, economic, or social significance and is not in conflict with Board policy, shall not be a subject of this evaluation procedure.

1. **Handling Disputes**

When a dispute arises during the evaluation process, a meeting with a member of Human Resources, the Association, the site evaluator and the unit member may be scheduled by either the evaluator or the unit member. Disputes concerning the development of the growth plan are not subject to this section. However, disputes over changes to the established growth plan will be subject to this section.

2. **Evaluation Time Limits**

a. Within thirty (30) duty days of the beginning of school, a meeting between the evaluator and the unit member being evaluated shall be held to discuss procedures.

b. Within thirty (30) duty days of the initial meeting, unit members shall submit their growth plan to the evaluator.

c. Evaluations must be completed and signed by both evaluator and unit member not later than April 30.

d. In the event that a unit member may be rated as less than satisfactory, an assistance plan shall be developed by the end of the first week of the second semester.

3. **Establishing a Professional Growth Plan**

a. The requirements of the Professional Growth Track are designed to give maximum flexibility to both the evaluator and the unit members being evaluated in fixing dates for meetings, observations and discussions.

b. Individual growth plans will be submitted by unit members within thirty (30) duty days of the meeting to discuss the growth plans as described above. The focus of the growth plan will be one (1) or two (2) of the standards. The various aspects of the plan-details, purposes, measures of progress within this plan-may be discussed with the evaluator. It is the intent that both the evaluator and the unit member will agree on the details of this plan. The District and/or the Association may propose a list of professional growth activities for unit members to consider, but such a list is advisory, and is only meant to offer suggestions and assistance.

c. If there is any continuing or unresolved disagreement between the evaluator and unit member over the details of this plan, then the unit member will make the final decisions concerning the content, purpose, direction and/or scope of the plan.

d. Other meetings to discuss the progress of the professional growth plan may be held at any time in the second semester with the dates and times determined by mutual agreement. This program of professional growth will be discussed with the evaluator and a statement of achievement or progress will be given to the evaluator prior to the summary evaluation conference.

4. **Classroom Observations and Conferences**

a. Formal observation(s) will be scheduled at a mutually agreed upon time.

b. Unscheduled, informal observations may be made by the administrator.

c. Conferences following an observation will be scheduled at a mutually agreed upon time.

d. Both classroom observations and conferences may be waived by mutual consent, but if either party wishes to schedule a formal observation or a conference, then arrangements will be made at a mutually convenient time.

4.12 General Provisions:

A. A unit member beginning service during second semester will be evaluated at a time sequence other than the ones described above. The growth plan will be established within twenty (20) duty days of the beginning of service and at least forty-five (45) duty days will be allowed for the completion of the growth plan. In any case, a reasonable amount of time must be allowed in order to accomplish the plan.

B. Prior to the completion of the evaluation, a summary evaluation conference shall be held. At this meeting the evaluator and the unit member shall review the evaluation report in order to discuss the final wording.

C. The final evaluation report shall be signed by both the evaluator and the unit member. The signature of the unit member does not mean or imply agreement or disagreement with the evaluation. It only means that the evaluation has been received.

D. The unit member has the right to include an addendum to any written evaluation.

4.13 Requires Improvement and Unsatisfactory Evaluations:

A. If an evaluation is marked "unsatisfactory" or "requires improvement," the evaluator of the unit member shall take appropriate action to assist in correcting any cited deficiencies. Such action shall include specific recommendations for improvement and assistance in implementing such recommendations.

B. Deficiencies cited in the written evaluation must be discussed beforehand with the unit member. Reasonable time should have been allowed for cited deficiencies to have been corrected. Both the unit member and the evaluator should have taken

appropriate action to correct significant deficiencies. If circumstances warrant, such action might have included:

1. Specific recommendations by the evaluator;

2. Observations of other teachers;

3. Assistance from District resources;

4. In-service training as mutually agreed upon between the unit member and evaluator

C. The administrator has the responsibility to oversee the evaluation process:

1. When it is determined by the evaluator that improvement is needed in one or more areas, he/she will schedule a conference for involved parties.

2. It is the responsibility of the evaluator to ensure that assistance is provided. Such aid shall be reasonable and within the normal capability of the District to provide. It may include the following:

   a. Training,
   b. Observation of or by other teachers,
   c. Materials and supplies,
   d. Or, other appropriate assistance

3. A reasonable amount of time must be permitted for suggested improvement to occur.

4. A Performance Addendum must be completed whenever any element of the summary evaluation report contains an "unsatisfactory" or "requires improvement" rating. This includes Sections II, III**,** and IV of the report, and applies equally to remarks in the "COMMENT" section of the report that imply a concern, or an "unsatisfactory" or "requires improvement" rating.

4.14 Maintenance of Data Related to Evaluation:

A. The Board shall maintain the unit member's personnel files at the District Administration Center. Any files kept by the unit member's principal, or immediate supervisor, shall not contain any material not found in the District's files except for materials relating to a current evaluation. At the conclusion of each evaluation, the unit member and the site administrator will review the unit member's site file and remove all material that does not comply with this section.

B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the

inspection of the unit member. Such material is not to include ratings, reports, or records which:

1. Were obtained prior to the employment of the unit member;

2. Were prepared by identifiable examination committee members;

3. Were obtained in connection with a promotional examination;

C. Every unit member shall have the right to inspect such materials 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.

D. Information of a derogatory nature, except material mentioned in the second sentence of this Section (4.14.A), shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

E. A unit member shall be able to examine his/her own personnel file by making an appointment with the Human Resources Department. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

4.15 Training of Evaluators and Association (SEA) Site Representatives:

The District and the Association will jointly provide training on evaluation procedures for the following:

A. All principals, assistant principals, and Association site representatives each time this contract article is changed.

B. All new principals, assistant principals, new Association site representatives yearly.

ARTICLE 5

ALTERNATIVE EDUCATION

5.1 Definition:

A. Alternative education provides methods of adapting educational programs to meet the individual needs of students and at the same time providing a vehicle for examining new ways of learning in a changing society. For the purpose of this Agreement, Alternative Education includes continuation school and any program/school that falls outside of the comprehensive high school.

B. Prior to implementation of any program or position of Alternative Education that requires a deviation from the Collective Bargaining Agreement and upon the demand to bargain by the Association, the parties agree to meet and negotiate as soon as possible on the impacts and effects of the terms and conditions of employment of unit members serving in any Program of Alternative Education not currently referred to in this Agreement.

5.2 Alternative schools and programs referred to specifically in this article are:

A. Palomar High School
B. Options Secondary School and Associated Programs
C. Learning Centers
D. Community Day School
E. Individualized Instruction Teacher/Independent Study Program

5.3 Modifications:

The parties agree to the following modifications to the provisions of Articles 1-36 of this Agreement as they affect unit members serving at schools and/or Programs of Alternative Education delineated in Section 5.2 above. All provisions of Articles 1-36, not modified herein, shall apply as they affect unit members serving at Programs of Alternative Education.

A. Palomar High School

1. All transfers into or out of a Palomar High School schedule shall be in accordance with Article 35, Transfer.

2. The Palomar High School calendar shall be established in accordance with Article 6, Calendars & Work Year.

3. The extended day program at Palomar High School shall consist of a ten (10) period day. The on-site duty hours for unit members shall be seven (7) hours and fifteen (15) minutes including a duty free lunch.

   Due to the unique ten (10) period schedule of the Palomar High School program, a unit member's duty free lunch period will be designated as a block of time corresponding to one (1) of the periods that falls within the unit members seven (7) hour and fifteen (15) minute duty day. In construction of the master schedule, all attempts will be made by the principal to comply with the unit member's expressed needs when designating his/hers duty free lunch period.

   This designation shall not be made in an arbitrary or capricious manner. By mutual agreement of the site principal and the unit member, a member's lunch period and preparation period may be interchanged.

   This supersedes the provisions of Section 12.1 of this Agreement.

4. The average class size at Palomar High School shall not exceed twenty-one to one (21:1) excluding physical education, work experience, and independent study. This twenty-one to one (21:1) average represents a school-wide average.

5. The Palomar High School FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

   The at-large FAC members will be democratically selected by the end of the third week of semester I each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

   If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

6. For the purpose of STRS contributions a 1.0 FTE shall be based on a one hundred eighty-four (184) day work year. Additional workdays shall be counted in the calculation of benefits in accordance with STRS regulations.

B. **Options Secondary School**

1. Work Year: A minimum of one hundred eighty-four (184) workdays in a flexible calendar, which may include elements of both traditional and year round schedules, shall be assigned to unit members in the program.

2. Workday/Workweek: The regular workday will be in accordance with Article 12. However, the workday may be established between the hours of 7:00 a.m. and 9:00 p.m. Current employees in the program will not be arbitrarily placed in positions which dramatically change their current hours.

3. FAC: The Options Secondary FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

   The at-large FAC members will be democratically selected by the end of the third week of September each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

   If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

C. Learning Centers

1. Teachers assigned full-time to the Learning Centers shall be compensated in accordance with the regular salary schedule plus an additional one-sixth (1/6) per diem.

2. Full-time teachers shall be assigned to an eight and one-quarter (8¼) hour workday, including a thirty (30) minute duty free lunch. Teachers shall be assigned up to three (3) two (2) hour instructional blocks of time. The remaining time shall be for conference and preparation.

   Fifty five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the Director of Alternative Education.

3. STRS credit shall be in accordance with STRS regulations. (See Appendix C-11)

4. A minimum of two hundred and five (205) workdays shall be assigned to unit members in the school which may be different from the regular work year calendar. Time off without pay shall be developed with input from the Learning Centers with the approval of the Director of Alternative Education.

   The Director of Alternative Education Programs will determine the number of available workdays for each year. The work year schedule, including scheduled hours of assignment, will be established by the Director of Alternative Education after first consulting with the Learning Centers team at each site. The basic work year schedule will be established by the Director of Alternative Education by June 1 of each year. Additional workdays, which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay based upon Section 5.3.B.1 above. Additional workdays are voluntary.

   The Director of Alternative Education and the Learning Centers team will discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon between the Director of Alternative Education and the Learning Centers team. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon service with the District. No job-a-likes will be scheduled off during the same time period unless waived by the Director of Alternative Education.

5. Faculty Advisory Committee (FAC): The Learning Centers FAC will be composed of the Director of Alternative Education, who will serve as chairperson, the Association Learning Center selected representative and four (4) at-large unit member representatives from different satellite locations and one (1) counselor.

   The at-large FAC members will be democratically selected by the end of the third week of semester each year. Satellite unit members may nominate themselves or be nominated by their peers. An Association Learning Centers site representative shall conduct the election. All satellite unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

   If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

6. Transfers: There is recognition that student needs and services may result in transfer of unit members, within the Learning Centers, which may be

involuntary or administrative. Transfers will follow contract language as defined in Article 35, Transfer.

D. **Community Day School**

1. Teachers assigned full-time to the Community Day School shall be compensated in accordance with the regular teacher's salary schedule plus an additional one-sixth (1/6) per diem.

2. Full-time teachers shall be assigned to an eight and one-quarter (8¼) hour workday including a thirty (30) minute duty free lunch. Teachers shall be assigned 360 instructional minutes. The remaining time shall be for conference and preparation.

   Fifty-five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the Director of Alternative Education.

3. STRS credit shall be in accordance with STRS regulations.

4. A minimum of one hundred eighty four (184) workdays in a flexible calendar shall be assigned to unit members in the program which may be different from the regular work year calendar. Time off without pay shall be developed with input from the staff with the approval of the Director of Alternative Education or his/her designee.

   The work year schedule, including scheduled hours of assignment, will be established by the Director of Alternative Education or his/hers designee, after first consulting with the Community Day School staff. The basic work year schedule will be established by June 1 of each year. Additional workdays which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay.

   The Director of Alternative Education or his/her designee and Community Day School staff will discuss time off periods for the purpose of scheduling non-duty days for individual unit members.

   It is the intent of the parties that time off will be mutually agreed upon. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon service with the District.

5. Alta Vista Academy work calendar shall be 205 days. The Salary Schedule shall be defined in Appendix C-10.

E. **Individualized Instruction Teachers/Independent Study Program**

The parties recognize the special needs of individual students in the District. All special education students placed on home study per the student's IEP team, those students with a temporary physical disablement, chronically ill students, and independent study students may be served by the individualized instruction/independent study program.

1. Teaching positions for the individualized instruction teachers/independent study program shall be made equitably and as needed. Teachers in this position will be assigned to a seven and one-quarter (7¼) hour workday during the regular school year of one hundred eighty-four (184) days.

2. The work year will have a flexible 7-12 school calendar in accordance with this Agreement. Additional workdays may be less than seven and one quarter (7 ¼) hours, but at least three (3) hours.

   Compensation shall be pro rata per diem when assignment is based on fulltime independent study students. Otherwise, compensation shall be based on the Summer School hourly rate.

   Additional workdays will be determined by mutual consent between the individualized instruction/independent study teacher and the administrator in charge. The District will notify teachers at least thirty (30) days prior to the extended assignment. Teachers have ten (10) workdays to respond to the offer of an extended work year.

3. The seven and one-quarter (7¼*)* hour workday may be established between the hours of 7:00 a.m. to 9:00 p.m. Monday - Thursday, and 7:00 a.m. to 6:00 p.m. Friday. Students will be assigned to a schedule upon intake. Changes to the schedule after intake must be reviewed by the program administrator.

4. Teachers may meet students at the students' homes, school site, or in District approved public meeting places. If the environment of the individualized instruction of a student is deemed by the individualized instruction teacher/independent study teacher to be unsanitary or unsafe, the individualized instruction teacher/independent study teacher may, with the approval of the administrator in charge, require the student to meet at a mutually agreeable site. All provisions of Article 31, Safety Conditions of Employment, apply to this section.

5. Mileage, which is pre-approved, will be paid at prevailing District rate per mile for all necessary work related trips. Requests for mileage reimbursement will be submitted by the unit member by the last duty day of each month for the previous month. This includes, but is not limited to,

trips to libraries, students' homes, school sites, or other designated student/teacher work sites.

6. Once a month all individualized instruction teachers/independent study teachers shall have a common three (3) hour block during their workday for in-service/staff meetings.

7. STRS credit shall be in accordance with STRS regulations.

8. Individualized instruction teachers/independent study teachers will receive credit on the salary schedule for prior full years served in the District in a certificated position in accordance with Appendix B-1 (Salary Classification and Salary Reclassification).

9. All other provisions of this Agreement with the Association shall apply to this position, except for those modified by this Agreement.

10. Individualized instruction teacher/independent study teachers may be assigned substitute teaching jobs in the Independent Study High School and/or be assigned other teacher related assignments or duties as deemed necessary by the Director of Alternative Education.

F. **Faculty Advisory Committee (FAC)**

1. FAC: The Independent Study FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

2. The at-large FAC members will be democratically selected by the end of the third week of September each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

3. If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

ARTICLE 6

CALENDARS & WORK YEAR
(Traditional and Alternative)

School Calendars:

6.1 The school calendar shall be consistent with all other provisions of the Agreement.

6.2 The District shall negotiate the work year of bargaining unit members prior to adoption of the school calendar.

6.3 The District and the Association shall negotiate school calendars during the term of this Agreement.

6.4 The parties agree to meet to begin negotiating the work year no later than December 1 of each year.

6.5 Work Year:

A. The work year for 7-12 school unit members, including full-time unit members who transfer into or out of an alternative work year position, shall be one hundred eighty-four (184) duty days. This shall include:

1. One hundred eighty (180) instructional days
2. Four (4) non-instructional days as identified by the calendar

B. The following holidays and/or recess periods are recognized by the District as non-duty days/periods:

1. Lincoln Day
2. Holiday declared by the District in lieu of Admissions Day if holiday not observed on Admissions Day
3. Washington Day
4. Spring recess period
5. Memorial Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Winter recess period
10. Martin Luther King, Jr. Day
11. Cesar Chavez Day
12. Fall recess period

C. On the last working day of each school year covered by this Agreement, unit members at each site may participate in end of the year programs, a portion of which may occur at locations off site.

Alternative Work Year:

6.6 The Sweetwater Union High School District and the Sweetwater Education Association/CTA/NEA, the exclusive representative of the teacher unit, agree that the District may establish an alternative work year. Unit members shall be compensated in accordance with the salary schedule for regular day school classroom teachers, found in Appendix C-1 of the Collective Bargaining Agreement.

6.7 The decision to convert to an alternative work year/school year calendar shall be in accordance with school board policy.

6.8 The work year schedule shall be one hundred eighty four (184) workdays, unless otherwise stated in the contract.

6.9 For the first year of the alternative work year calendar, the District will transfer unit members out of the alternative work year assignment to another site that has a traditional work year schedule, if requested by the unit member by May 15 of the school year preceding the schedule change.

6.10 The provisions of Article 35, Transfer, shall apply to schools with alternative work years. Unit members assigned to alternative work year positions shall be given the opportunity to apply for transfer pursuant to Article 35. All transfers into or out of an alternative work year schedule shall be accomplished in accordance with the Collective Bargaining Agreement. The work year of a full-time unit member who transfers into or out of the alternative work year school, shall be guaranteed one hundred eighty-four (184) workdays unless otherwise specified in Section 6.5. Alternative work year is defined as an alternative to the 7-12 work year provided for in Section 6.5.

6.11 Participation in an alternative work year schedule does not change the unit member's status or benefits in the STRS. STRS contribution shall be based on a one hundred eighty-four (184) day work year. Participation in STRS shall be in accordance with STRS regulations.

6.12 Unit members at the site shall be offered Intersession assignments in accordance with Article 33, Summer Schoo1/Intersession, Section 33.1.C. If selected, they shall be compensated at the Summer School hourly rate of pay for the number of hours they are assigned to work.

6.13 Intersession assignments shall be voluntary. Once a unit member is selected for Intersession, he/she may be assigned to extra duty supervision assignments in accordance with the Collective Bargaining Agreement. Extra duty supervision assignments during Intersession shall be made first on a voluntary basis. Compensation shall be in

accordance with the Collective Bargaining Agreement. Unit members not assigned to Intersession may not be assigned to extra duty supervision assignments during the Intersession, but may volunteer. This provision shall also apply to all schools currently participating in a year-round schedule.

6.14 Unit members assigned to an alternative work year schedule, or year-round calendar, may volunteer for placement on the substitute teacher list during Intersession or breaks for traditional calendar schools.

6.15 Salary schedule reclassification for alternative work year unit members shall be July 1.

6.16 SDC/SH Assignments:

A. A classroom teacher serving in regular SDC/SH assignments shall be assigned to a one hundred eighty-four (184) day work year. The work year may be extended by the District. The extended work year pay shall be pro rata per diem.

B. If more extended year positions are available than there are regular SDC/SH teachers applying to fill the positions, the positions will be posted within the District.

C. If there are more regular SDC/SH teachers who apply to work extended year than there are positions, the District shall hire on the basis of District seniority. The teachers not hired for extended year are not excluded from applying for the regular Summer School/Intersession program at the Summer Schoo1/Intersession rate of pay.

D. Part of the SDC/SH Program may include the students attending a camp. Teachers will attend camp on a voluntary basis to supervise students. Teachers not attending camp will supervise students in SDC/SH who are not attending camp. If there is not a sufficient number of volunteer's to supervise students at camp, the District may assign teachers to attend camp on the basis of least seniority in the District.

E. Teachers who feed or monitor handicapped students during lunch receive per diem pro rata pay for this duty.

F. A school nurse required to work with SDC/SH students during summer school shall be paid pro-rate per diem.

6.17 Library Media Teachers/Nurses Work Year:

The District and the Association recognize the need to support Library Media Teachers and school nurses in their efforts to keep schools functioning at an optimal level. Therefore, the District agrees to provide Library Media Teachers and school nurses with the opportunity to extend their work year by up to ten (10) extra days by mutual consent

between the unit member and the District. The pay for this work will be pro rata per diem. The principal shall be responsible for determining when such days will be utilized.

6.18 Teacher Pre-Service Days and In-Service Days:

When the calendar provides for pre-service days, the second half of each pre-service day shall be dedicated solely to individual teacher preparation time.

When the calendar provides for in-service days, the second half of each duty day shall be dedicated solely to individual teacher preparation time.

All pre-service and in-service days will have three (3) hours of professional development, a thirty (30) minute duty free lunch, and the remaining three and three-quarter (3.75) hours will be used according to Article 12.7.

Full day professional development days will have two (2) fifteen (15) minute breaks and a thirty (30) minute duty free lunch. All district wide pre-service and in-service days will have three (3) hours of professional development, a thirty (30) minute duty free lunch, and the remaining three and three-quarter (3.75) hours will be used according to Article 12.7 – Preparation Period.

ARTICLE 7

CLASS SIZE

7.1 Effective the 2013-2014 school year, the allocation of full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed thirty-one to one (31:1).

Effective the 2014-2015 school year, the allocation of full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed thirty to one (30:1).

Effective the 2015-2016 school year, the allocation of full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed twenty-eight to one (28:1).

These allocations shall be based on a six (6) period workday, and shall be calculated pursuant to administrative estimates of expected enrollments during the third school month of each semester.

The parties also agree that the special needs of pupils may require the reduction of the average class size for certain classes. Pupils in special education classes, alternative classes, opportunity classes, special day classes for work experience, physically handicapped classes, and study hall are excluded from the enrolment estimates for purposes of determining the aforementioned allocation. The District is not required to fund additional teachers above the thirty-one to one (31:1) for the 2013-2014 school year, thirty to one (30:1) for the 2014-2015 school year, and twenty-eight to one (28:1) for the 2015-2016 school year staffing ratio in order to comply with Sections 7.3 and 7.5.

7.2 Staffing adjustments needed to meet this ratio in Section 7.1 at any 7-12 school shall be made as necessary dependent upon student enrollment. When 7-12 staffing indicates a change of .2 FTE or more, staffing will be adjusted accordingly.

7.3 With the exception of physical education teachers, fine arts teachers, music, band, dance, chorus, drama, study hall and teachers teaching a sixth period; no teacher shall be required to have a *total* daily class size beyond one hundred eighty-two (182) for the 2013-2014 school year, one hundred eighty (180) for the 2014-2015 school year, and one hundred seventy-six (176) for the 2015-2016 school year and thereafter.

Effective July 1, 2013 through June 30, 2016, total class contacts for physical education teachers at high schools shall not exceed two hundred seventy-five (275) in a five (5) period day. Effective 2013-2014 total class counts for physical education teachers at middle schools shall not exceed two hundred seventy-five (275) in a five (5) period day. Effective 2014-2015, total class contacts for physical education at middle schools shall not exceed two hundred sixty-five (265) in a five (5) period day. Effective 2015-2016, total class contacts for physical education teachers at middle schools shall not exceed two hundred fifty-five (255) in a five (5) period day.

Teachers who teach physical education part-time shall have their pupil contacts pro-rated. The District will provide training to site administrators to enhance their ability to balance classes over the student day.

Special education students included in the general education program shall be counted within the student contact limits of this section.

7.4 The maximum class sizes in all 7-12 school special education classes shall not exceed state maximum limitations including waivers.

7.5 Bilingual, ELD, SDC, and physical education classes will be capped as follows:

Bilingual classes will be capped at thirty (30)
ELD classes will be capped at twenty-five (25)
SDC classes will be staffed at a district average of fifteen (15). The district will provide data on SDC class sizes for each site no later than the 15th instructional day of each semester.

For the 2013-2014 school year, physical education classes will be capped at sixty (60).

For the 2014-2015 and 2015-2016 school years, physical education classes at high schools will be capped at fifty-five (55).

For the 2013-2014 school year, physical education classes at middle schools will be capped at sixty (60).

For the 2014-2015 school year, physical education classes at middle schools will be capped at fifty-five (55).

For the 2015-2016 school year, physical education classes at middle schools will be capped at fifty-one (51).

The District will achieve these enrollment caps not later than the tenth duty day after the start of each semester during the term of the Collective Bargaining Agreement. Following the second week of each semester, a maximum of two (2) additional students above the caps may be placed in each bilingual or ELD class to accommodate students who enroll at a site after the end of the second week of each semester.

7.6 An attempt will be made by the principal to limit class sizes for all shop, industrial arts, and home economics classes to the number of stations in those classrooms and every effort will be made to maintain assigned stations in working order.

7.7 Enrollment in science classes shall be limited to the number of stations and every effort will be made to maintain assigned stations in working order.

Prior to the start of each school year covered by this contract, each site principal, the chair of each school's science department, and one (l) Association designated science teacher, shall walk through each science classroom at that school site to determine the number of students the laboratory facilities in each classroom can safely accommodate. Science classrooms surveyed will be those classrooms in which laboratory work occurs for any science class, including but not limited to physical, general and life science classes.

Enrollment in science classes at each site will not exceed the number of students each science classroom can accommodate, as determined by the site principal, the chair of the science department, and one (1) Association designated science teacher. These classes include those science classes which are not regularly assigned to a classroom with lab facilities but use a classroom with lab facilities periodically throughout the semester.

The Superintendent and the Association shall each appoint four (4) members (or other such number as they mutually agree on) to serve on a joint committee to determine standards to be used in assessing science room capacity for the purposes of this section.

If, throughout the course of each semester, changes in school enrollment occur at a site which require placement of additional students above the cap in science classes, no more than two (2) additional students may be placed in each science class at that site during the semester. Each of these two (2) additional students must be:

A. A student new to a schoo1 site needing a science course for graduation that year;

B. A student who was enrolled in the same or comparable course at his or her prior school district or at another school site within the District; or

C. A student exiting a bilingual science program with a need to continue science.

7.8 State funds allocated for class size reduction shall be applied in accordance with state guidelines.

ARTICLE 8

COMPLAINT PROCEDURE

8.1 This procedure shall apply to complaints regarding the conduct, performance, or statements of a bargaining unit member received by any District administrator or member of the Board from any student, parent or guardian of a Sweetwater Union High School District student, District employee, or member of the public.

8.2 This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves potential civil or criminal misconduct or is subject to investigation by a law enforcement agency.

8.3 This procedure shall not apply to any complaint regarding child abuse or sexual harassment for which the District has a specific policy, regulation or procedure which governs investigation and resolution of the matter.

8.4 Nothing in this article is intended to infringe upon the unit member's academic freedom rights as stated in Article 14, Evaluation.

8.5 Within five (5) duty days of the receipt of a verbal concern or complaint, the supervisor shall notify the unit member against whom the concern or complaint is lodged. The supervisor shall make an effort to resolve such concerns and complaints immediately. Resolution of verbal concerns or complaints shall include notification to the unit member that indicates:

A. The concern or complaint was without merit and dropped; or

B. The concern or complaint had merit and was resolved; or

C. Further action may be taken pursuant to this or other appropriate articles of this Agreement.

If steps under Section 8.5 are not followed in regards to verbal concerns or complaints, these concerns or complaints may not be used in evaluation or discipline.

If the bargaining unit member against whom the concern or complaint was lodged requests a response in writing, a response will be provided

Where such concern or complaints are not resolved within ten (10) duty days after notification of the unit member, such concerns or complaints will be dropped or reduced to writing by the complainant, and the procedures below shall be invoked.

8.6 Where a written complaint exists, the following procedure shall be invoked:

A. The complainant shall be referred promptly to the office of the Superintendent or his/hers designee. The appropriate administrator shall forward a copy of the written complaint to the affected unit member within five (5) duty days of receipt of such complaint.

B. However, if the complaint is filed against a unit member at a particular school site, the complainant shall be referred promptly to the principal, who shall serve as the immediate supervisor with respect to the procedures provided herein.

If the unit member is not employed at a particular site, the office of the Superintendent or his/her designee shall determine the identity of the immediate supervisor of the unit member who is the subject to the complaint and shall refer the complainant to the immediate supervisor.

C. If the matter is not resolved informally, the immediate supervisor shall request a conference as soon as is reasonably possible to discuss the complaint with the unit member, unless the immediate supervisor determines, with approval of the Superintendent or his/hers designee, that such conference would not be appropriate under the circumstances. The unit member may request, and a conference shall be held, within ten (10) duty days of such receipt.

D. The principal/immediate supervisor shall make every effort to resolve complaints in a timely manner. Such efforts shall include processing complaints during non-duty days (i.e., summer) where the principal determines he/she can effectively process the complaint.

E. Within twenty (20) duty days after the complaint surfaced, the principal/ immediate supervisor shall present a full report regarding the investigation, including copies of all statements and other relevant documents, to the unit member, Superintendent or his/hers designee.

Where disciplinary action will be taken against the unit member, a copy of the report and all statements and documents upon which the disciplinary action relies will be provided to the unit member.

F. The Superintendent or his/hers designee shall make a determination as to the disposition of the matter, as soon as is reasonably possible and in no event later than ten (10) duty days after receipt of the report. The complainant will then be informed of the disposition of the matter.

G. A bargaining unit member has the right to a conference with the immediate supervisor to discuss the resolution of any complaint filed under this article.

H. Materials may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to any material that is placed in the file. This does not preclude the unit member from filing a grievance regarding this matter under Article 17, Grievance Procedure, of this Agreement.

I.

Time Line Summary

Number of Duty Days	Action Needed	Reference
5	**Unit member notified of verbal complaint**	**Section 8.5**
10	**Complaint resolved, put in writing or dropped**	**Section 8.5.C**
5	**Unit member receives copy of written complaint**	**Section 8.6.A**
10	**Conference with unit member**	**Section 8.6.C**
20	**Report regarding investigation due**	**Section 8.6.E**
10	**Determination of disposition of matter**	**Section 8.6.F**

ARTICLE 9

CONCERTED ACTIVITIES

The Association and the District agree that differences between the parties hereto, shall be settled by peaceful means as provided in this Agreement.

During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement will not engage in, encourage, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any unit members covered by this Agreement.

ARTICLE 10

CONSULTATION RIGHTS

10.1 The Board recognizes the Association's right to consult on the definition of educational objectives, the determination of the content of courses, curricula, the selection of textbooks, and portfolios.

10.2 The Board further recognizes the Association's right to consult on the following matters:

A. Pre-school orientation meetings

B. Staff Development

C. District sponsored in-service education and any other matters mutually agreed upon, but not covered in this Agreement.

10.3 When the Association elects to exercise its right to consult on the above mentioned matters, it may request a meeting with the Superintendent or his/hers designee. The request will be made in writing in a timely manner to the Superintendent or his/hers designee. Within ten (10) duty days, the Superintendent or his/hers designee will contact the Association to set a mutually acceptable date and time for such a meeting.

Representatives of the Association shall, upon request, be granted release time from their regular duties without salary deduction for any scheduled consultation meetings with the District in accordance with Article 3, Association Rights.

10.4 Consultation Rights procedures found in this article shall be subject to Article 17, Grievance Procedure. A request to consult with the District on any item described in this article must be made in a timely manner by the Association in order for it to be subject to the grievance procedure.

ARTICLE 11

CREDENTIAL INCENTIVE PROGRAM

11.1 The District shall reimburse unit members the cost of college tuition and credential and examination fees incurred while obtaining an additional credential in identified areas of need as determined by the District in accordance with the following criteria:

A. Applicants must sign a commitment to teach for a minimum of three (3) years in the new subject area (if assigned) after acquisition of the new credential.

B. Applicants must acquire timeline and evaluation approval from the Division of Human Resources.

C. Applicants with a general credential equivalent shall be eligible in a teaching area if the unit member has not been working in the area within the last three (3) years and if it is not his/hers college major/minor.

D. Reimbursement of tuition and fees shall not exceed the prevailing rate established for the University of California, San Diego (UCSD) or San Diego State University (SDSU). If private institutions are the vehicle for re-credentialing, the reimbursement shall be paid only to the level of the UCSD rate for tuition and fees.

E. Total reimbursement of tuition and fees will be made upon written verification of completion and recertification by the Commission on Teacher Credentialing. No payment will be made to the unit member until that time.

F. No payment shall be made for classes taken prior to District approval of the plan.

G. Any unit member already possessing a credential in one of the identified areas of need shall be reimbursed for acquisition of any additional credential in another identified area of need.

11.2 Areas of need for the term of this Agreement:

A. Math
B. Chemistry
C. Physics
D. Adaptive PE

11.3 All accredited college/university units approved and acquired under this program shall also apply for salary reclassification in accordance with the application provisions in this Agreement.

ARTICLE 12

DUTY HOURS

On-Site Duty Hours:

12.1 The on-site duty hours for 7-12 school unit members, including Library Media Teachers and school nurses, shall be seven (7) hours and fifteen (15) minutes, including a duty free lunch. The regular school day shall include a minimum of a thirty (30) minute duty free lunch period. Site teaching assignments and the structure of the school day will be in accordance with Article 34, Teaching Assignments. The bell schedule will include passing periods, which may include the general supervision of students (i.e., directing students to lunch or the next instructional period) both before and after the thirty (30) minute duty free lunch period. Any required supervision of students during passing periods shall not be counted as part of a unit member's duty free lunch.

12.2 The duty day includes both instructional and non-instructional time. Normally, twenty (20) minutes is designated as non-instructional conference time and will be identified in the bell schedule at each site. If a site determines that it is necessary to deviate from this provision in order to provide additional instructional minutes for innovative programming or professional growth, they may do so in accordance with Section 34.3.A.

12.3 Schools with a unique bell schedule (e.g. block schedules with ten [10] minute passing periods) may be exempt from this provision provided that they can demonstrate that their bell schedule includes a thirty (30) minute duty free lunch period with at least ten (10) minutes included as passing period time.

12.4 Teachers on Special Assignment:

A. The on-site duty hours for unit members serving as teachers on special assignment shall be seven (7) hours and forty-five (45) minutes, excluding lunch; however, their workday shall include one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor. These unit members shall be compensated in accordance with the regular teacher's salary schedule plus an additional one-sixth (1/6) per diem.

B. At the conclusion of their term on special assignment, teachers will return to classroom assignment in accordance with Section 35.3.D.

12.5 Library Media Teachers and Nurses:

A. Library media teachers and nurses shall receive one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor.

B. If a school nurse is interrupted during his/hers duty free lunch by an emergency to serve a student or faculty member, the nurse will be allowed to schedule another

duty free lunch that day. The lunch will be scheduled by mutual agreement between the principal or his/hers designee and the unit member. Unless an emergency situation persists, the unit member will be provided the opportunity to schedule his/hers lunch during the day in which the time was lost.

C. The District shall provide additional clerical/custodial assistance during busy times in libraries such as book distribution and collection; such assistance shall be distributed equitably across all sites based on enrollment.

12.6 Split Shift and Split Site Assignments:

A. Teachers who volunteer may be assigned to a split shift at a site that has a seven (7) period day. Teachers assigned to a split shift shall receive a stipend as set forth in Appendix C-4 for the semester they are assigned to the split shift. Unit members who teach six (6) periods over a seven (7) period day will receive both the one-sixth (1/6) per diem stipend and the split shift stipend.

B. Unit members may be required by the District to have split assignments between or among schools. Necessary travel time, lunch and preparation time will be flexible but will normally be included as part of their regular duty hours. Unit members assigned a semester split shift assignment between/among schools shall receive a stipend as set forth in Appendix: C-4. This split site shift stipend does not apply to unit members who are assigned to more than one (1) school because of assignments to:

1. Extra service assignments

2. Other hourly assignments

Extra service assignments are not considered teaching periods under this Agreement and are eligible only for the compensation listed in Appendix C-2 and Appendix C-3.

12.7 Preparation Period: Unit members will use their professional judgment as to how their preparation time will be used unless they are needed as stated herein. A unit member may leave the school site, when necessary, after notifying a site administrator or designee.

12.8 Class Coverage:

A. A site administrator may request that unit members provide replacement services during their preparation period for a temporarily absent teacher. The administrator shall first seek volunteers for such assignments, and shall make a reasonable effort to distribute assignments equitably and, unless an emergency exists, as defined by the principal, provide twenty-four (24) hours notification to the teachers who are requested to cover classes. The administrator shall keep a log of these assignments for inspection by unit members.

B. Unit members who must be absent for less than one-half (½) day in other than emergency situations must obtain their own substitute via the substitute desk or a colleague and must notify their principal in writing twenty-four (24) hours in advance.

C. Class coverage for a teacher who is attending a conference, in-service, or workshop may not be considered an "emergency" for the purpose of class coverage.

D. When a teacher covers a class during his/her preparation period, pay for coverage of a class or any part of a class shall be as set forth in Appendix C-4.

E. Other qualified personnel may be assigned to cover classes.

F. Unit members will not be dismissed from their teaching assignment to attend curriculum meetings and any other administratively authorized meetings unless the District is able to provide a substitute. This shall not apply to a unit member attending such meetings during their preparation time or times when a substitute is unnecessary.

G. Nothing shall preclude teachers of non-athletic performing groups from attending field trips, workshops, or festivals with students during their regular teaching hours, providing said teachers have been able to obtain necessary class coverage through volunteers.

12.9 Extended Duty Day: The building principal has the right to direct and assign the work of unit members during duty hours and may extend the length of the duty day for unit members to:

A. Attend faculty meetings. Normally, only one (1) regularly scheduled faculty meeting shall be held per month. Under normal circumstances, the principal shall provide the unit members with an agenda for faculty meetings one (1) day in advance. In order to assist bargaining unit members with daily planning, faculty-meeting agendas will provide an estimate of the expected duration of the faculty meeting.

B. Attend parent conferences as needed, unless the unit member has an unavoidable conflict. The unit member will then establish a meeting with the parent as soon as possible.

C. Attend principal/unit member conferences (one [1] day prior notification will be given unless an emergency exists). A reasonable effort shall be made to schedule such conferences during the unit member's regular duty day.

D. Supervise students as needed (one [1] day prior notification will be given unless an emergency exists). Assigning supervision of students will not be made in an arbitrary and capricious manner. These assignments will be made as equitably as

is possible. A master list of assignments, teachers assigned and teachers who are excluded from supervision will be made available to staff and to the FAC.

E. Participate in activities related to curriculum development, including accreditation activities/PQR/WASQ (one [1] week prior notification, including an agenda with the approximate length of the meeting, will be given unless an emergency exists). Bargaining unit members shall not be required to attend more than four (4) such activities during a school year. In any year in which a school site is subject to a PQR/WASQ review, the principal of the site may require unit members to attend six (6) days of such activities. A reasonable effort shall be made to schedule such activities during the unit member's regular duty day.

F. When unit members are required to return to school for open house, report card night, parent information evenings, or student project nights, that day shall be declared a minimum day for unit members. Such activities, including dates and number of activities shall be discussed with the FAC. A school site may elect on a sixty percent (60%) of the members voting, to provide its unit members with the option of declaring a minimum day on the day before or after open house. Counselors at the site will be included in this vote.

G. It is not the intent of the District to modify the District's practice in implementing this section. The District shall not require teachers assigned to a late shift or an early shift in a school that has a seven (7) period or more teaching day to extend their workday for the purpose of attending faculty meetings.

12.10 The duty hours of ROP and other hourly paid unit members shall not exceed forty (40) hours per week unless mutually agreed to by the unit member and his/her principal/supervisor.

12.11 Unpaid duties assigned during the unit member's duty hours outside of the preparation period and classroom-teaching periods shall not be made in an arbitrary and capricious manner. The impact of these assignments on traveling teachers shall be on the agenda of the FAC. The intent is that the FAC will address the impact and make recommendations for accommodations for these teachers.

12.12 Teachers who feed or monitor handicapped students during lunch receive per diem pro rata pay for this duty.

12.13 Newly Hired Unit Members: Employees scheduled to be assigned to full-time assignments who are new hires to the District may volunteer to attend a District sponsored in-service which may be scheduled prior to the opening of school at the Administration Center or other sites identified by the District.

A. The length of the daily in-service meetings will be approximately six (6) hours.

B. New employees will be granted hurdle credit for attendance at this in-service. The District may also provide substitutes for new teachers when this in-service is held on a duty day and the teacher wishes to attend.

C. New employees who do not attend the in-service meetings prior to the opening of school will not be subject to discipline because of non-attendance nor will it be reflected in their evaluation.

D. The District will designate one (1) day for the Association to meet with the new employees for approximately two (2) hours' time during one (1) of the days scheduled as an in-service day listed herein.

E. This provision is contingent upon approval of the in-service by the Board of Trustees.

ARTICLE 13

EMPLOYEE ASSISTANCE PROGRAM

13.1 Referrals to the employee assistance program will not be recorded in the evaluation or any other document to be placed in the personnel file of the employee.

13.2 The District may send a letter to an employee recommending his/her participation in the program. Said letter shall contain a statement that participation in the program is entirely voluntary and confidential, and that participation or non-participation will not be asserted by the District in any action taken against the employee by the District. The letter shall inform the employee that a copy of the letter will not be placed in the employee's personnel file.

13.3 The Association agrees it will not raise as a defense, and/or as an issue in any action against the District, that the District did or did not refer an employee to the employee assistance program.

13.4 The District will notify all employees through a general notice sent to their work sites of the availability, and information about the employee assistance program.

ARTICLE 14

EVALUATIONS

14.1 Purpose of Evaluation Procedures:

A. The expressed purpose of the evaluation procedures outlined in this article is the improvement of instruction and the professional growth of the certificated unit members in District schools. Evaluation and assessment of each unit member shall be made on a continuing basis as follows:

1. At least once each school year for probationary unit members.

2. At least every other year for unit members with permanent status.

3. At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, are highly qualified, if necessary, 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 the unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. Consent may not be withdrawn for arbitrary or capricious reasons. (See Appendix J.)

B. The procedures detailing the evaluation of teachers are designed to operate in an atmosphere of mutual agreement and professional respect. Where it becomes necessary to resolve and remediate problems in classroom instruction, these procedures continue to operate in that same atmosphere of mutual agreement and professional respect. However, it is understood that some instructional problems may not be resolved within the guidelines of these procedures. In such cases, other articles of this contract will apply.

C. The focus of the evaluation will be the evaluation plan, the teacher's job description, the requirements in the Education Code and the California Standards for the Teaching Profession. The standards to be used for classroom teachers are:

1. Engaging and Supporting All Students in Learning

2. Creating and Maintaining Effective Environments for Student Learning

3. Understanding and Organizing Subject Matter for Student Learning

4. Planning Instruction and Designing Learning Experiences for All Students

5. Assessing Student Learning

6. Developing as a Professional Educator

7. Progress of Students toward District or State Standards

D. Unit members who are not classroom teachers will use standards that will be developed collaboratively by the District and Association. These standards will be mutually agreed upon by both parties. As they are developed, they will be added to the contract by side letter.

14.2 Personal and Academic Freedom:

A. The personal life of a unit member shall not be a subject of this formal evaluation procedure.

B. The right to study any controversial issue in the classroom, related to the objectives of that class, which has political, economic, or social significance and is not in conflict with Board policy, shall not be a subject of this evaluation procedure.

14.3 Overview of the Evaluation Procedures:

A. This article establishes a dual-track evaluation procedure, each with specific evaluation criteria designed to improve instruction and professional growth.

1. The PROFESSIONAL GROWTH TRACK is designed to allow certificated unit members to define a program of professional growth for the period of evaluation and to be evaluated in terms of that program.

2. The program will be discussed with the evaluator and a statement of achievement or progress will be completed at the end of the evaluation period. Unit members in the PROFESSIONAL GROWTH TRACK will be evaluated biennially.

3. The SUPPORT TRACK is designed to assist unit members in specific areas of improvement of instruction. In the 7-12 program all temporary and probationary unit members will be placed in this track as well as other unit members who have received an "unsatisfactory" or "requires improvement" in the composite evaluation section of the evaluation form. Unit members serving in the first two (2) years of an hourly assignment will be placed in this track. Unit members in the SUPPORT TRACK will be evaluated annually.

4. A meeting to discuss the evaluation process will be held within thirty (30) duty days of the beginning of the school year. This meeting may include all unit members to be evaluated in a single group. Individual meetings may also be scheduled by evaluators.

B. **Summer School/Intersession**

Unit members employed for Summer School or Intersession shall be evaluated according to the following categories:

1. Those unit members who request an evaluation be performed;

2. Those unit members who are teaching in Sweetwater Union High School District for the first time.

C. **Handling Disputes**

When a dispute: arises during the evaluation process, a meeting with a member of Human Resources, the Association, the site evaluator and the unit member may be scheduled by either the evaluator or the unit member. Disputes concerning the development of the growth plan are not subject to this section. However, disputes over changes to the established growth plan will be subject to this section.

14.4 The Professional Growth Track:

A. **Professional Growth Track Placement**

1. A certified 7-12 unit member with permanent status, or an hourly employee in the third year of service or beyond, will be placed in the PROFESSIONAL GROWTH TRACK.

2. Placement in the PROFESSIONAL GROWTH TRACK is automatic if all SUPPORT TRACK evaluations have been satisfactory.

3. A unit member may be placed on the PROFESSIONAL GROWTH evaluation cycle during his/her “off” year if concerns are identified and validated through documentation. A growth plan in the area of concern will be developed.

4. The principal may decide to "continue" a unit member's evaluation from one (1) year to the next. The following criteria will be followed:

   a. The decision to "continue" an evaluation is made when the evaluator has expressed concerns over the performance of the unit member, but decides that the full impact of a negative evaluation is unwarranted and that more time should be allowed before coming to judgment. These concerns, however, will have been documented by the evaluator and will have been discussed with the unit member.

b. Marking the "continue" box simply postpones the official evaluation. It does not constitute a negative evaluation, nor should it be interpreted as such. Probationary and temporary unit members and other unit members in SUPPORT TRACK cannot be "continued."

c. If concerns remain at the end of that extension period, the evaluation may be continued for one (1) more year only, at which time the summary evaluation report must be completed. No record of continued evaluations shall be kept past the completion of the next evaluation period.

d. The intent of continuing an evaluation period is to make every effort to assist, counsel and direct the unit member in improving his/her classroom instruction. The decision to "continue" an evaluation shall not be made in an arbitrary or capricious manner.

B. **Establishing a Professional Growth Track Plan**

1. The requirements of the Professional Growth Track are designed to give maximum flexibility to both the evaluator and the unit members being evaluated in fixing dates for meetings, observations and discussions.

2. Individual growth plans will be submitted by unit members within thirty (30) duty days of the meeting to discuss the growth plans as described above. The focus of the growth plan will be one or two (2) of the standards (14.1.C.).

3. The various aspects of the plan details, purposes, measures of progress within this plan-may be discussed with the evaluator. It is the intent that both the evaluator and the unit member will agree on the details of this plan. The District and the Association may propose a list of professional growth activities for unit members to consider, but such a list is advisory, and is only meant to offer suggestions and assistance.

4. If there is any continuing or unresolved disagreement between the evaluator and unit member over the details of this plan, then the unit member will make the final decisions concerning the content, purpose, direction and/or scope of the plan.

5. Other meetings to discuss the progress of the professional growth plan may be held at any time in the second semester with the dates and times determined by mutual agreement. This program of professional growth will be discussed with the evaluator and a statement of achievement or progress will be given to the evaluator prior to the summary evaluation conference.

C. **Professional Growth Track Classroom Observations and Conference's**

1. Formal observation(s) will be scheduled at a mutually agreed upon time.

2. Unscheduled, informal observations may be made by the administrator.

3. Conferences following an observation will be scheduled at a mutually agreed upon time.

4. Both classroom observations and conferences may be waived by mutual consent, but if either party wishes to schedule a formal observation or a conference, then arrangements will be made at a mutually convenient time.

D. **Professional Growth Track Time Lines**

1. Within thirty (30) duty days of the beginning of school, a meeting between the evaluator and the unit member being evaluated shall be held to discuss procedures.

2. Within thirty (30) duty days of the initial meeting, unit members shall submit their growth plan to the evaluator.

3. Evaluations must be completed and signed by both evaluator and unit member no later than April 30.

4. In the event that a unit member may be rated as less than satisfactory, an assistance plan in accordance with Section 14.7 shall be developed by the end of the first week of the second semester.

14.5 <u>The Support Track:</u>

A. **Placement**

1. The SUPPORT TRACK is designed to assist unit members in specific areas of improvement of instruction. All temporary and probationary unit members will be placed in this track. Evaluations for those in the SUPPORT TRACK will be done yearly.

2. A certificated 7-12 unit member with permanent status, or an hourly employee beyond the third year, may be placed in the SUPPORT TRACK whenever the unit member has received an "unsatisfactory" or "requires improvement" in the composite evaluation section of the evaluation form.

B. **Determining a Support Track Growth Plan**

1. In the SUPPORT TRACK a growth plan will be determined by mutual agreement. The scope of this plan is a matter for discussion between the evaluator and the unit member being evaluated. The focus of the growth plan will be one (1) or two (2) of the standards found in Section 14.l.C.

2. Both evaluator and unit member will agree on the growth plan that will serve as the basis of the composite evaluation. Agreement on the growth plan in the SUPPORT TRACK must be made within forty-five (45) duty days of the beginning of the school year.

3. If there is disagreement over the content, purpose, direction, or scope of the plan" the evaluator will make the final decisions.

4. If circumstances warrant such action, the plan agreed to in Section 14.5.B, may be changed during the evaluation cycle. This new plan is subject to mutual agreement by both parties. If there is disagreement regarding the plan, the evaluator will make the final decision. The unit member may appeal the decision in accordance with Section 14.3.C, of this Agreement.

5. A reasonable amount of time must be allowed for the accomplishment by the unit member of any new plan. No additions to the plan will be set after ninety (90) duty days from the beginning of the employee's assignment. A change in the content, purpose, direction or scope of the original plan can only be made one (1) time during the ninety (90) day cycle.

C. **Support Track Classroom Observations**

1. Both formal and informal observations will be made. Scheduling of formal observations will be arranged by mutual consent and it is understood that unscheduled informal observations will also be made.

2. All unit members in the SUPPORT TRACK shall have a formal observation by a site administrator within the first forty-five (45) duty days of service. A second observation shall take place no later than twenty (20) duty days after the first observation.

3. A pre-observation data sheet may be required prior to a formal observation. There should be mutual agreement concerning the details and scope of this requirement.

4. A post-observation conference will be scheduled within two (2) weeks (ten [10] duty days) after any formal observation.

D. **Support Track Timelines**

1. Within thirty (30) days of the beginning of the school year, or the beginning of service, a meeting shall be held to discuss the evaluation procedures.

2. Within fifteen (15) duty days of the initial meeting, the growth plan for unit members shall be established.

3. No later than sixty (60) duty days after the beginning of service, a meeting shall take place between the evaluator and the unit member to assess progress. At this time, the unit member shall be notified in writing if the evaluator has determined it is possible the unit member may receive a less than satisfactory evaluation. If this is the case, an assistance plan in accordance with Section 14.7 shall be developed to allow the District to provide the assistance necessary for the unit member to take action in correcting any cited deficiencies.

4. After a plan is developed, the evaluator and unit member shall meet at least once every twenty (20) duty days to assess the success of the assistance plan. These meetings shall continue until the deficiencies have been corrected or until the school year ends.

5. Temporary and probationary employees shall be evaluated every year. The evaluation must be completed by March 15. The evaluation for permanent employees must be completed by April 30.

14.6 General Provisions:

A. A unit member beginning service during second semester will be evaluated at a time sequence other than the ones described above. The growth plan will be established within twenty (20) duty days of the beginning of service and at least forty-five (45) duty days will be allowed for the completion of the growth plan. In any case, a reasonable amount of time must be allowed in order to accomplish the plan.

B. Prior to the completion of the evaluation, a summary evaluation conference shall be held. At this meeting the evaluator and the unit member shall review the evaluation report in order to discuss the final wording.

C. The final evaluation report shall be signed by both the evaluator and the unit member. The signature of the unit member does not mean or imply agreement or disagreement with the evaluation. It only means that the evaluation has been received.

D. The unit member has the right to include an addendum to any written evaluation.

14.7 Requires Improvement and Unsatisfactory Evaluations:

A. If an evaluation is marked "unsatisfactory" or "requires improvement," the evaluator of the unit member shall take appropriate action to assist in correcting any cited deficiencies. Such action shall include specific recommendations for improvement and assistance in implementing such recommendations. Any certificated employee who receives an 'Unsatisfactory' rating on an evaluation performed pursuant to Ed. Code Section 44664 shall participate in PAR.

B. Deficiencies cited in the written evaluation must be discussed beforehand with the unit member. Reasonable time should have been allowed for cited deficiencies to have been corrected. Both the unit member and the evaluator should have taken appropriate action to correct significant deficiencies. If circumstances warrant, such action might have included:

1. Specific recommendations by the evaluator;

2. Observations of other teachers;

3. Assistance from District resources;

4. In-service training as mutually agreed upon between the unit member and evaluator.

C. The administrator has the responsibility to oversee the evaluation process.

1. When it is determined by the evaluator that improvement is needed in one or more areas, he/she will schedule a conference for involved parties.

2. It is the responsibility of the evaluator to ensure that assistance is provided. Such aid shall be reasonable and within the normal capability of the District to provide. It may include the following: training, observation of or by other teachers, materials and supplies, or other appropriate assistance.

3. A reasonable amount of time must be permitted for suggested improvement to occur.

4. A Performance Addendum must be completed whenever any element of the summary evaluation report contains an "unsatisfactory" or "requires improvement" rating. This includes Sections II, III, and IV of the report, and applies equally to remarks in the "COMMENT" section of the report that imply a concern, or an "unsatisfactory" or "requires improvement" rating.

14.8 Maintenance of Data Related to Evaluation:

A. The Board shall maintain the unit member's personnel files at the District Administration Center. Any files kept by the unit member's principal, or immediate supervisor, shall not contain any material not found in the District's files except for materials relating to a current evaluation. At the conclusion of each evaluation, the unit member and the site administrator will review the unit member's site file and remove all material that does not comply with this section.

B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member. Such material is not to include ratings, reports, or records which:

1. Were obtained prior to the employment of the unit member;

2. Were prepared by identifiable examination committee members;

3. Were obtained in connection with a promotional examination.

C. Every unit member shall have the right to inspect such materials 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.

D. Information of a derogatory nature, except material mentioned in the second sentence of this Section (14.8.A.), shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

E. A unit member shall be able to examine his/her own personnel file by making an appointment with the Human Resources Department. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

14.9 Training of Evaluators and Association (SEA) Site Representatives:

The District and the Association will jointly provide training on evaluation procedures for the following:

A. All principals, assistant principals, and Association site representatives each time this contract article is changed.

B. All new principals, assistant principals, new Association site representatives yearly.

All of these training sessions will be open to all administrators and Association representatives.

Sweetwater Union High School District
SUMMARY EVALUATION (SEA BARGANING UNIT)

☐ **Continue**
if checked, complete sections I & VI ONLY

Section I

Last Name _____ First Name _____ Soc. Security Number _____ School Site _____

Status:

☐ Temporary ☐ Probationary ☐ Permanent

Evaluation Track:

☐ Support ☐ Professional Growth

Section II

EVALUATION COMPONENTS

If any components are marked "Unsatisfactory" or "Requires Improvement" an addendum must be attached.

Unsatisfactory	Requires Improvement	Satisfactory	N/A	
☐	☐	☐	☐	**1. Engaging & Supporting All Students in Learning**
☐	☐	☐	☐	**2. Creating & Maintaining Effective Environment for Student Learning**
☐	☐	☐	☐	**3. Understanding & Organizing Subject Matter for Student Learning**
☐	☐	☐	☐	**4. Planning Instruction & Designing Learning Experiences for all Students**
☐	☐	☐	☐	**5. Assessing Student Learning**
☐	☐	☐	☐	**6. Developing as a Professional Educator**
☐	☐	☐	☐	**7. Progress of Students towards District or State Standards**

Section III

COMPOSITE EVALUATOR

If any components are marked "Unsatisfactory" or "Requires Improvement" an addendum must be attached.

☐ Unsatisfactory ☐ Requires Improvement ☐ Satisfactory

Section IV

COMMENTS BY EVALUATOR

Section V

COMMENTS BY EVALUATEE

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐

Section VI

EVALUATOR & SUPERVISOR

EVALUATEE

I certify that this reports has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature: _____

Date: _____

Print Evaluator Name: _____

Title: _____

Signature: _____

Date: _____

WHITE: Human Resources
CANARY: Evaluator
PINK: Evaluatee

FORM #8517 (REV. 7/11)

SWEETWATER UNION HIGH SCHOOL DISTRICT
CERTIFICATED EVALUATION PLAN

PROFESSIONAL GROWTH PLAN TO BE COMPLETED

Signatures:

_____ _____
Employee **Date**

_____ _____
Supervisor **Date**

COMPLETION OF PROFESSIONAL GROWTH PLAN

Employee Report:

_____ _____
Signature **Date**

Supervisor Report:

_____ _____
Signature **Date**

FORM # 8515 (REV 7/05)

SWEETWATER UNION HIGH SCHOOL

PERFORMANCE EVALUATION ADDENDUM

INSTRUCTION: This form MUST be completed when elements of Section I, II and/or III of the Summary Evaluation Report contain an "unsatisfactory" or "requires improvement" evaluation. The Addendum should be attached to the evaluatee's and administrator's copy of the Evaluation Worksheet. Should stated deficiencies not be corrected and appropriate action be required, the Addendum, together with all site or departmental records will be requested by an forwarded to the Division of Personnel Services. If the form does not provide sufficient space, please attach a supplementary sheet for any section (A, B, or C).

Employee Name	School or Department

A. **EVALUATOR:** Describe areas of performance considered unsatisfactory or requiring improvement

B. **EVALUATOR:** Describe specific assistance provided (include dates)

C. **EVALUATOR:** Describe results of assistance (include dates)

EVALUATOR	PERSONNEL SERVICES ADMINISTRATOR	EVALUATEE
Signature	Signature	I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.
Title	Title	
Date	Date	Signature Date

Form No. 8516 (Reev. 3/03)

WHITE COPY—Evaluator
CANARY COPY—Evaluatee

ARTICLE 15

EXTRA SERVICE ASSIGMENTS

15.1 Extra service coaching assignments and other extra service assignments for the regular school year will be posted as indicated below.

A. **Coaching Assignments As Identified In Appendix C-2**

1. The principal will post extra service coaching assignments at the site for the next school year prior to April 15 for the consideration of unit members on site.

2. Extra service coaching positions not filled at the site will be posted by the District as follows:

   a. Fall sports - posted prior to May 5

   b. Winter sports - posted prior to October 15

   c. Spring sports - posted prior to December 5

3. Bargaining unit members, whether on-site or off-site, serving as extra service coaches will be continued in their assignments for the following school year unless otherwise notified in writing by the principal prior to the end of business on the last day of the school year and these positions will not be subject to posting.

4. Bargaining unit members who voluntarily choose not to continue in their extra service assignments shall notify the principal no later than ten (10) days prior to the aforementioned posting dates.

5. Names of bargaining unit members selected and on a paid status to serve in extra service coaching assignments will be posted in the main office at the site on or before June 15 each year.

6. If a coaching position becomes vacant after the above dates, but at least three (3) weeks prior to the beginning of the season, the position will be posted first on-site for two (2) weeks and then posted District-wide. If a coaching position becomes vacant after the above dates, but within three (3) weeks prior to the beginning of the season, the position will be posted District-wide.

7. Walk on coaches: Yearly posting of these positions shall not be required unless the coach resigns or is terminated from the position. The position will not become open until one (1) of the above occurs.

B. Non-coaching extra service assignments identified in Appendices C-2 and C-3, not related to regular teaching assignments and not filled at the site will be posted for the consideration of unit members.

1. Names of bargaining unit members selected and on a paid basis to serve in the above extra service assignments will be posted in the main office at that site on or before June 15 each year.

2. Bargaining unit member(s) serving in the above extra service assignment(s) will be continued in their assignment(s) for the following school year unless otherwise notified in writing by the principal prior to June 15, and these positions will not be subject to posting.

C. Extra service curriculum writing/curriculum support assignments will be posted for the information of unit members.

1. Assignments concerning only one (1) site will be posted by the principal for the information of unit members at that site.

2. Assignments concerning more than one (1) site will be posted by the District for the information of all unit members.

D. **Instructional Strategy Coaches**

1. Positions for Instructional Strategy Coaches will be announced through the FAC.

2. The role of the Instructional Strategy Coach is one of support. It is not evaluative. Teachers may be offered individual support by a site administrator. The intent is that the individual support be a collaborative effort with mutual agreement.

E. **Additional Hourly 7-12 Teaching Assignments**

1. **Posting:**

Additional hourly 7-12 teaching assignments shall be posted for the consideration of unit members.

2. **Scheduling:**

Additional hours scheduled for this purpose at a school site will not be scheduled during the regular workday for unit members at that site.

3. **Exceptions:**

This article does not apply to ROP or other hourly teaching assignments.

15.2 Candidates must be properly credentialed and/or competent to serve in the extra service assignments for which they apply.

15.3 Selection and termination of unit members serving in extra service assignments shall be determined by the District; such selections and terminations will not be arbitrary and capricious.

15.4 Compensation for the extra service assignments included in this article shall be at the appropriate established rate as listed in Appendices C-2 and C-3.

15.5 Lunch supervision assignments will be posted annually for the consideration of unit members at that site. These assignments may be allocated to staff by the semester. The intent is to rotate these assignments among interested employees.

15.6 Copies of all District-wide postings done in accordance with this article shall be forwarded to the Association concurrently with this posting.

15.7 The indication or reference to any position or extra service assignment shall not be interpreted to prevent the District from eliminating that position.

15.8 Track supervision assignments which include responsibility for officiating individual track events shall be made available to bargaining unit members at the site of the track meet on a voluntary basis. No unit member shall be involuntarily required to perform this type of supervision.

A. Each site will provide in-service instructions regarding individual track events for those unit members who volunteer to perform services set forth above.

B. Those unit members who volunteer to perform a track supervision assignment which includes responsibility for officiating individual track events shall continue to receive credit for performing a supervision function.

C. If an insufficient number of bargaining unit members at a site volunteer for track supervision assignments which include responsibility for officiating individual events, the District may employ non-unit members to perform those services.

D. The District may continue to require unit members to perform track supervision assignments, which do not include responsibility for officiating individual track events.

15.9 An additional five percent (5%) per week stipend shall be provided to coaches of athletic teams that are participating in, or qualifying for, CIF playoffs.

15.10 Performance Arts Standards and Stipends:

A. The following standards need to be met by the advisor/coach in order to receive the stipend identified in Appendix C-2 or C-3. This section applies to all nonathletic performing and/or competing groups except for the marching band and its subgroups (concert band, jazz band, orchestra, etc.).

1. Attendance at monthly District meetings.
2. Participates in two (2) major productions/concerts/competitions per year.
3. Participates in two (2) festivals/competitions per year including District sponsored events.
4. Performs at four (4) community events such as Arts Fest, Bonita Fest, feeder school visits.
5. Music related groups attend the District Holiday Sing.

B. It is the responsibility of the coach/sponsor/advisor of the group to plan activities for the year, have the plan approved by site administration, keep records of activities, and submit final records to the site administrator for validation.

C. The site administrator has the primary responsibility to validate the level of participation of the advisor/coach.

D. The Human Resources Department will regulate and monitor the process.

15.11 Advanced Performance Level:

A. The following standards will be indicative of an advanced performance level:

1. Attend monthly District meetings.
2. Participates in four (4) major concerts/competitions or the equivalent.
3. Participates in six (6) festivals/competitions or the equivalent.
4. Performs twelve (12) community events, including visits/performances at feeder schools.
5. Music groups perform at District Holiday Sing.
6. Maintains an active booster club or parent support group
7. Organizes and/or supervises fund raising activities
8. Group participation in tour opportunities

B. Coaches/advisors of groups reaching the advances level will be compensated an additional forty-five percent (45%) of the base stipend.

15.12 The District and the Association will have a joint committee to recommend standards and amounts for extracurricular stipends.

ARTICLE 16

FACULTY ADVISORY COMMITEE

16.1 Definition:

The Faculty Advisory Committee (FAC) is a committee of the principal and elected representatives and chaired by the principal for discussion of curriculum, instruction and other school site issues as deemed necessary by any member of the committee.

16.2 Purpose:

The purpose of the committee is to discuss curriculum and instruction issues which directly affect the school including the development of the master schedule, curriculum development, school instructional site budget, open house and other topics specifically related to curriculum and instruction as determined by the principal and members of the committee.

16.3 Composition of the Faculty Advisory Committee (FAC):

A. The FAC will be composed of the principal, who will be the chairperson, and representatives who have been selected by their respective instructional department from:

1. English
2. Math
3. Social Behavioral Science division
4. Special Education
5. Bilingual Education
6. Science department
7. World Languages (high schools only)
8. Physical Education (middle/junior high school only)
9. The remaining departments will select the at-large committee members (two [2] for high schools and two [2] for middle/junior high schools)
10. A member from the counseling department
11. The Association selected site representative shall serve as a regular member of this committee

B. For the purposes of this section a bilingual course is defined as one that is identified in the master schedule as bilingual, or ELD. Any teacher who has at least one (1) bilingual or one (1) ELD class may elect to be represented by the bilingual education representative for FAC voting purposes. In the event that there are no bilingual classes at a site, or there is no representative for bilingual education, then any unit member at the site who holds a bilingual credential may volunteer to represent the department. In the event a teacher elects to be identified

as represented by the bilingual education representative, he or she shall not participate in the election of other FAC representatives.

C. Special Education and Bilingual Education representatives shall not be added to the FAC of Palomar High School or other alternative education programs.

D. Bargaining unit members in all other departments select the at-large committee members only.

E. Individuals whose assignments are composed of three (3) or more assignments in an at-large area select at-large committee members only. Such individuals may not vote with the above specifically listed departments even if they have an association with a particular department and prefer to be considered part of the department.

F. Individuals with split assignments such as two (2) English, two (2) Social Science, and one (1) Math will have a choice of belonging to the English or Social Science Departments for voting purposes. A unit member with this type of assignment may not be nominated as an FAC representative unless no other member of the department has more than two (2) assignments within the department.

16.4 Selection of Committee Members:

The FAC will be selected by the end of the third week of semester I of each year. The principal working with the site representative of the Association shall conduct the election. The committee members will be democratically elected by their respective groups as listed in Section 16.3. Committee members cannot serve as a representative without being duly elected. Committee members begin to serve at the FAC meeting immediately following their election.

In order to be a nominee for their respective departmental area as defined in Section 16.3 above, a unit member must have at least three (3) assignments in the department or area that they are to represent. However, in the event that no unit member has three (3) assignments in a single department or area, he/ she may be nominated from a department or area in which he/she has two (2) assignments. A unit member teaching bilingual education shall be excluded from these requirements if the unit member selects to be represented by the Bilingual Department as defined in Section 16.3.B.

If a vacancy develops after the initial election, the FAC shall have a special election to fill the vacant seat or seats. The same election procedures as outlined above will be followed.

16.5 Compensation:

Compensation to elected members of the FAC shall be established in Appendix C-4.

16.6 Meetings/Procedures:

A. Meetings will be held at least once a month and by mutual agreement as often as deemed necessary. The agenda(s) will be mutually developed by the principal and the members of the FAC. During the first and last meeting of the year, the FAC shall discuss the site's budget, including department allocations. The principal and/or members of the committee may invite resource people to attend meetings of the committee from time to time as necessary.

B. Minutes of the FAC meetings shall be recorded by a person mutually selected by the committee and the principal. Published minutes shall be distributed to all staff members as soon as possible following the completion of the meeting. The person responsible for distribution of the minutes will endeavor to distribute the minutes of the previous meeting at least three (3) duty days prior to the next meeting. The minutes shall reflect the mutual concurrence of the principal and the committee members relative to the content of the minutes.

C. The FAC will make recommendations to the principal regarding teaching assignments during the development of the master schedule.

D. The master schedule for semester I shall be on the agenda and discussed at FAC meetings during March, April and May. The master schedule for semester II shall be on the agenda and discussed during November, December and January for schools following a traditional calendar and in October, November and December for schools following a year-round calendar.

E. A draft master schedule for semester I, which contains all proposed assignments for the following semester's schedule, will be presented to the FAC during an FAC meeting no later than the third Monday in May.

F. Bargaining unit members may appeal to the FAC for review of master schedule changes.

Bargaining unit members making the appeal may request from the FAC a written statement indicating the rationale for the committee's recommendation(s). The recommendation of the FAC shall be limited to the committee members.

Any written rationale shall be signed by the principal and the Association representative on the FAC.

The Superintendent and the Association shall each appoint four (4) members (or such other number as they mutually agree on) to serve on a joint committee to study the site governance structure (FAC, Site Leadership Team [SLT], department chairpersons, etc.) This committee shall continue to meet at least annually and make a report to the bargaining teams following each meeting.

ARTICLE 17

GRIEVANCE PROCEDURE

17.1 Definitions:

A. A grievance is a written claim that there has been a violation, misinterpretation, or misapplication of the Agreement.

B. A grievant is a unit member, group of unit members, or the Association, making the claim.

C. A duty day is a regular school day the unit member is assigned to work, defined by Article 12, Duty Hours.

17.2 Purpose:

A. The purpose of this grievance procedure is to secure, at the administration level closest to the grievance, solutions to problems which may arise from time to time. The parties agree that confidentiality at any level should be maintained. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of problems outside the structure of the grievance procedure.

B. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

C. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement, so that the procedure may be completed prior to the end of the school year, or as soon as is practicable.

17.3 Time Line Summary:

NUMBER OF DAYS	ACTION TO BE TAKEN
30	Association Files Grievance
10	Level I Meeting
10	Level I Response Due
10	Appeal to Level II
10	Level II Meeting
10	Level II Response Due
15	Request for Settlement Conference
20	Hold Settlement Conference
30	Appeal to Arbitration

17.4 Procedure:

A. **Preliminary Level:**

The grievant will first discuss the grievance with the appropriate principal or immediate supervisor with the objective of resolving the matter.

B. **Level I - School Principal/Immediate Supervisor:**

If the grievance is not settled during the preliminary step and the grievant wishes to formally grieve the matter he/she shall present the grievance in writing on the appropriate form to the principal/immediate supervisor, to the Association site representative, and to the president of the Association.

A grievance should be filed within thirty (30) duty days after the act or omission being grieved had occurred.

The written grievance shall contain the following information:

1. A concise description of the grievance including necessary names, dates, and places related to the allegation(s).

2. A listing of provision(s) of these articles which are alleged to have been violated, misapplied, or misinterpreted.

3. A listing of the specific remedy sought.

Within ten (10) duty days following receipt of the written grievance, the principal/immediate supervisor shall meet with the grievant and an Association representative, if requested by the grievant or the Association.

The principal/immediate supervisor shall within ten (10) duty days after meeting with the grievant, render a written decision and the reasons for that decision, in writing, to the grievant and the Association.

C. **Level II - Superintendent or His/Her Designee:**

If the grievance is not settled during the Preliminary or Level I steps and the grievant wishes to continue to grieve the matter, he/she shall present the grievance in writing on the appropriate form to the Superintendent or his/her designee, to the Association site representative, and to the president of the Association within ten (10) duty days from the issuance of the decision at Level I.

Within ten (10) duty days following receipt of the written grievance, the Superintendent of his/her designee shall meet with the grievant and an Association representative, if requested by the grievant or the Association.

The Superintendent or his/her designee within ten (10) duty days after meeting with the grievant shall render a written decision to the grievant and the Association.

D. **Level III - Settlement Conference:**

If the grievant is not satisfied with the disposition of his/her grievance at Level II, the grievant may request that the Association initiate a mandatory settlement conference within fifteen (15) duty days following the Level II decision or the expiration of the time line to the Superintendent or his/her designee. The Association shall be involved in any settlement conference.

Settlement conference held in accordance with this section shall be held no later than twenty (20) duty days after the initial request for the conference.

E. **Mediation:**

By mutual agreement, the Association and the District may take the matter to mediation. Mediation may be requested before or after the settlement conference.

F. **Appeal to Arbitration**:

1. If the grievant is not satisfied with the disposition of his/her grievance at Level II or if no written decision has been rendered within ten (10) duty days as required in Level II by the Superintendent or his/her designee, the Association may initiate arbitration proceedings within thirty (30) duty days, following the Level II decision or the expiration of time lines for the Superintendent or his/her designee's decision.

2. If arbitration is initiated by the Association, the Association and the Superintendent or his/her designee shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) Duty days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made by selecting a list of arbitrators from the American Arbitration Association (AAA) or the California State Mediation and Conciliation Service (CSMCS).

   In any event, the parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

   If any questions arise as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had the opportunity to hear the merits of the grievance; however, no party in interest shall be permitted to assert any evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.

3. The arbitrator's decision will be in writing and will set forth to all parties his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. The decision of the arbitrator shall be binding on the parties.

4. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel, and subsistence expenses will be borne equally by the Board and the Association.

   Odd numbered arbitration grievance hearings shall be held at the District office; even numbered arbitration grievance hearings shall be held at the Association office. The hearing room requirements may be waived by mutual agreement of the parties. All other costs will be borne by the party incurring them. It is agreed that an arbitrator, whenever possible, shall be selected from the southern California area.

5. The arbitrator shall have no power to render an award in any grievance arising before the effective date or after the expiration date of this Agreement.

17.5 Rights of Unit Members to Representatives:

A unit member may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, with a representative selected by the Association. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all formal levels of the grievance procedure.

17.6 Miscellaneous:

A. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent or his/her designee and the Association directly, and the processing of such grievance will be commenced at Level II.

   Transfer grievances may be referred by the Superintendent or his/her designee to the appropriate Human Resources administrator.

B. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding level.

C. The District may have a reasonable number of other personnel present at any level of the grievance procedure. The Association reserves the right to have a reasonable number of other approved Association representatives present at any level of the grievance procedure.

D. Forms for filing grievances shall be prepared by the District.

E. The Association reserves the right to withdraw a grievance which has been appealed to arbitration.

17.7 Release Time for Processing Grievances:

The District agrees to provide a reasonable number of representatives of the Association release time for the purpose of processing grievances; however, every effort will be made to process grievances at times other than during the instructional day.

17.8 Adjustment of Grievances and Exclusions:

Any employee may at any time present a grievance to the District and have such grievance adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of a written Agreement then in effect. The District shall not agree to such a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and the Association has been given the opportunity to file a response.

The following articles are specifically excluded from the grievance procedure:

A. Article 20, Just Cause Suspension

B. Article 21, Layoffs/Dismissals of Unit Members

17.9 Confidentiality of Employee Grievance File:

Employee grievance files are confidential and shall be maintained in the Office of Labor Relations. They will not be maintained in the employee's personnel file.

17.10 Interest Arbitration:

The parties, by making reference to grievances in this Agreement, do not authorize interest arbitration.

ARTICLE 18

HEALTH AND WELFARE BENEFITS

On or before February 1, 2015 both parties agree to reopen Article 18, Health and Welfare Benefits and Article 36, Wages.

18.1 The District will pay for each eligible bargaining unit member for the following benefits:

- Life Insurance ($50,000)
- Dental Insurance
- Medical Insurance
- Vision Care Plan

The level of benefits shall remain constant throughout the term of this Agreement unless otherwise agreed to by both the District and the Association.

Eligible dependents and registered same sex domestic partners are included in the dental, vision, and medical plans. Eligible dependents are defined as a spouse and children (including step-children, adopted children and children as a result of a court appointed guardianship). Domestic partners are defined in accordance with AB 26 and AB 205. It is understood that same sex domestic partner coverage shall be subject to all eligibility rules established by the San Diego County Voluntary Employee Benefits Association (VEBA) and that such rules and requirements shall extend to all plans and coverage provided in this article whether contracted through VEBA, self-funded by the District or directly contracted by the District. At such time as legal marriage, recognized by the State of California, is available to same sex domestic partners, the parties agree to review and modify the eligibility rules and requirements as necessary to provide that only legally married domestic partners shall be eligible.

If the cost of a member selected plan exceeds the established District contribution, the District shall automatically implement monthly payroll deductions for the excess costs.

18.2 The maximum district contribution for the 2013 calendar year shall not exceed seven thousand seven hundred ninety-two ($7,792).

Effective January 1, 2014, the maximum district contribution thereafter shall be not less than sixty-eight percent (68%) of the cost of the Kaiser 10/10 family plan, Safeguard, Vision and Life for all members which is equal to twelve thousand sixty-eight dollars ($12,068).

Effective January 1, 2015, the maximum district contribution shall not be less than thirteen thousand one hundred thirty dollars ($13,130).

18.3 A bargaining unit member shall not receive duplicate benefits listed in Section 18.1 because of his/her inclusion in another bargaining unit of the District.

18.4 A unit member who can demonstrate that he/she is covered by a medical plan either as the dependent of another District employee, or through some other out of District source, may choose to discontinue the District provided medical plan. The insurance year is defined as January 1 through December 31. The District shall continue to pay the full cost of vision, life, and dental insurance for each unit member who opts out of the provided medical plan.

No unit member who is eligible for benefits under this article shall be at risk of losing health and welfare benefits eligibility as a result of such election.

Upon notification by the unit member to the benefits office that the declared insurance has been discontinued, the unit member will be offered the opportunity to enroll in any of the District provided benefit plans.

18.5 A bargaining unit member must be assigned to fifty percent (50%) or more of a full-time assignment in order to be eligible for health and welfare benefits listed in Section 18.1 hereinabove.

18.6 Retirement Benefits:

A. Eligibility (Retiree): To be eligible for medical benefits upon retirement, the following conditions must be met:

1. The unit member must have fifteen (15) years of service with the District. The service years do not need to be consecutive; however, there may be a break in service of no more than thirty-nine (39) months per separation. A full year of service is defined as the unit member having been in paid status for seventy-five percent (75%) or more of an assigned school year.

2. The unit member must be a current employee of the District immediately prior to retirement.

3. The unit member must be between the age of fifty-five (55) and the age of Medicare eligibility or be approved for STRS or PERS disability retirement within thirty-nine (39) months of his/her fifty-five (55) birthday.

B. Eligibility (Dependents): Dependents are eligible under the same conditions and restraints as dependents of active members.

C. Choice of Plan: The medical insurance plan shall be the plan made available to the bargaining unit members during the current school year.

D. District Contribution: The District's contribution to fund an eligible retiree's medical insurance, shall equal the then current contribution for an active unit member's medical portion of the health insurance package.

E. Retiree Contribution: If the cost of the premium for the selected medical only plan exceeds the District contribution, the retiree will remit to the District the difference between the two.

F. Termination of Benefit:

1. Retiree: Coverage under this program for the retiree and eligible dependents will cease the month the retiree reaches the age of Medicare eligibility (currently 65) or ten (10) years from the retirement date, whichever is the sooner of the two.

2. Spouse: If the spouse of an eligible retiree reaches the age of Medicare eligibility prior to the retiree, then coverage under this program will cease for the spouse. This provision will begin with employees who retire after the adoption of this contract.

3. If the age for Medicare eligibility changes, then this section will be reopened.

18.7 Hourly paid unit members must be assigned fifteen (15) hours per week in order to be eligible for fringe benefits. An hourly paid unit member who has less than fifteen (15) hours per week but is increased to fifteen (15) hours or more per week becomes eligible for fringe benefits in the succeeding month. An hourly paid unit member whose assigned hours drop below fifteen (15) hours per week will have his/her fringe benefits terminated at the end of the month following the date his/her hours drop below fifteen (15). However, the employee may elect to continue to receive benefits under COBRA.

18.8 If an eligible unit member should die during the term of this article, the District shall continue to pay the premiums of all insurance (except life) provided by this article for the employee's spouse and dependents for one (1) year from the employee's death, except as the provisions contained within Section 18.1 apply.

18.9 Eligible employees on unpaid leaves of absence may continue their health and welfare benefits provided in Section 18.1 by making the full premium payments to the District, or by exercising their rights under COBRA. Payments must be made on a monthly basis in a timely manner.

18.10 The District will maintain the scope of "Section 125" which includes child care and out-of-pocket medical cost by having the program administered by a vendor who may charge individual unit members an administrative fee for its services.

18.11 SEA will be allotted two (2) representatives to the District health benefits committee. The committee may make recommendations to the Board of Trustees regarding insurance providers and level of benefits. Any change to the level of benefits is subject to negotiations.

ARTICLE 19

JUST CAUSE DISIPLINE

19.1 The District shall not maintain any record of disciplinary action unless (a) the employee has been given ten (10) duty days to respond to such disciplinary action, and (b) the employee within the ten (10) duty days has been given the opportunity to attach any comments thereto prior to such disciplinary action being placed in the personnel file of the employee.

19.2 For the purposes of this article the term "disciplinary action" shall be defined as: (a) written reprimands, warnings or directives or other written notices that reflect negatively on a unit member's performance which are placed in the employee's personnel file; or (b) written notices of unprofessional conduct, including persistent refusal to obey District regulations and a notice of evident unfitness for service. The term "disciplinary action" shall not include evaluations or suspension action under Article 20, Just Cause Suspension.

19.3 Disciplinary action as defined in this article shall be taken only for just cause. It is the intention of the District to take a corrective rather than punitive approach to discipline. Where appropriate, disciplinary action shall be progressive in nature.

19.4 An employee may file a grievance concerning disciplinary action against him/her. The date of service of the disciplinary action shall be the first day of the time period in which a grievance must be filed by an employee. (See Article 17, Grievance Procedure).

19.5 Either the District or the Association may consolidate two (2) or more grievances filed by an employee concerning disciplinary actions under this article.

19.6 Either the District or the Association may consolidate two (2) or more grievances filed by more than one (1) employee concerning disciplinary actions under this article related to the same incident.

19.7 No additional challenge or complaint can be made against any disciplinary action under the article if any employee files a grievance concerning such disciplinary action and such grievance (a) is not processed in a timely fashion, or (b) is withdrawn, or (c) the disciplinary action is upheld by an arbitrator.

19.8 The District shall maintain the confidentiality of any written discipline.

ARTICLE 20

JUST CAUSE SUSPENSION

20.1 This article was entered into pursuant to section 3542.2(b) of the Government Code. This article does not include the termination of any permanent certificated employee and, except for Section 20.5, does not include the implementation of any section of the Education Code concerning the suspension or termination of any certificated employee.

20.2 An employee in the bargaining unit may be suspended by the District only for just cause. The term "suspension" shall mean suspension without pay for up to and including fifteen (15) days and loss of extra compensation.

The suspension imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee.

A verbal and/or a written reprimand will normally precede a suspension. A reasonable effort will be made to administer verbal reprimands in private.

20.3 Prior to the taking of suspension, the Superintendent or his/her designee, shall give written notice to the employee. This written notice of proposed suspension action shall be served by mail or personal delivery to the employee at least fifteen (15) calendar days prior to the date when discipline may be imposed.

In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when the suspension may commence. Loss of compensation in all cases may occur after the fifteenth calendar day following the date written notice was served.

Up to five (5) duty days suspension without pay may be imposed at the end of the fifteen (15) calendar day period stated in Section 20.2. If the suspension without pay is for more than five (5) duty days, the remaining days shall not be imposed until the employee has had the opportunity to the evidentiary hearing as provided in this article.

The written notice of proposed suspension action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

A. A statement identifying the District.

B. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed suspension action is based.

C. The specific suspension action proposed and effective date(s).

D. The cause(s) or reason(s) for the specific suspension action proposed.

E. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

F. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the fifteen (15) calendar days following the date the written notice was served.

G. A statement that the employee, upon request, is entitled to appear personally or with Association representation before the Superintendent or his/her designee regarding the matters raised in the written notice prior to the end of the fifteen (15) calendar days following the date the written notice was served.

At such meeting, the employee and/or his/her representative shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the ease.

H. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any suspension action is final.

The statement shall indicate that the proposed suspension action may commence after the fifteen (15) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing shall take place unless a written demand for such a hearing is delivered to the Superintendent or his/her designee within fifteen (15) calendar days after the date the written notice of proposed suspension action was served.

20.4 The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed suspension action only if a written demand for such a hearing is delivered to the Superintendent or his/her designee within fifteen (15) calendar days of the written notice of proposed suspension action. In the absence of a demand for a full evidentiary hearing, the Superintendent or his/her designee shall act upon the charges after the time period for the hearing demand has expired.

A. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing. Hearings will be presided over by the hearing officer. The employee shall have a right to appear in person on his/her own behalf, or with Association representation. The Association will have the right of attendance as a party of interest in the hearing.

B. The hearing officer shall conduct the hearing and shall make a determination of the issues and finding of facts as well as ruling on questions, evidence, procedure and appropriateness of the proposed suspension. Either party may call witnesses, introduce evidence, testify, and question witnesses. The District has the burden of proof and shall first present evidence and testimony.

Normal procedures shall be followed (i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination, and rebuttal evidence from each party). The decision by the hearing officer shall be final and binding on the District, the Association and the employee.

C. Hearings will be recorded at the request of either party with such expense being borne by the requesting party. The non-requesting party may receive a copy of the recording by paying one-half (½) the cost.

D. If a unit member has been found by the hearing officer to be improperly suspended without pay, the District will reimburse the unit member for lost pay plus seven percent (7%) simple interest from the date of loss of compensation to the date of payment.

E. The District will maintain the confidentiality of the suspension.

20.5 With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:

A. In addition to the suspension provided in Section 20.2 hereof, the parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) workdays under Education Code section 44948.3. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:

1. Unsatisfactory performance determined pursuant to the Stull Act (Education Code section 44660, et. seq.)

2. Cause, as defined in Education Code section 44932

B. The Superintendent or his/her designee shall give thirty (30) days prior written notice of dismissal no later than March 15 in the case of second year probationary employees. Notice of the suspension without pay shall be given pursuant to Section 20.3. The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code section 44664 shall accompany the written notice.

C. If the notice of dismissal or suspension is given; the employee shall have fifteen (15) calendar days from receipt of the notice of dismissal or suspension to submit to the Board a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) calendar days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Section 20.4 shall constitute the hearing on the dismissal or suspension. However, the hearing officer's decision shall constitute a recommendation to the Board and shall be advisory only.

20.6 This article supersedes the suspension section provided for in the Education Code.

ARTICLE 21

LAYOFFS/DISMISSALS OF UNIT MEMEBERS

21.1 Unit member layoffs shall be made in accordance with the provisions of the Education Code.

21.2 Unit member dismissals shall be made in accordance with the provisions of the Education Code.

ARTICLE 22

LEAVES

22.1 Introduction to Leaves:

A. Whenever possible, unit members shall notify the District in advance of any leave. Unit members will report absences, and request and release substitutes using the automated substitute notification system.

B. Unless otherwise provided in this article, a unit member on a paid leave of absence according to the provisions of this Agreement shall be entitled to:

1. Whenever possible, return to a certificated position, including same site which he/she held immediately before commencement of the leave.

2. Receive credit for annual salary increments provided the employee is in a paid status with the District for seventy-five percent (75%) of the regular workdays of the regular school year during his/her leave.

3. Receive during his/her leave, all other unit member health and welfare benefits described in Article 18, Health and Welfare Benefits, including insurance and retirement benefits, to the extent not expressly prohibited by law.

C. Unit members granted unpaid leaves according to the provisions of this article shall be entitled to:

1. Return to a certificated position.

2. Continue to participate in health and welfare benefits provided the unit member pays the full premium costs.

3. Unit members returning from unpaid leave of absence of one (1) year or less will be assigned to their prior sites.

4. Regular 7-12 unit members who are returning from unpaid leave of absence of more than one (1) year will be placed in accordance with Article 35, Transfer; Section 35.3.

5. If the employee requests to rescind a granted leave under this article, his/her return to duty will be dependent upon the availability of a position within the employee's area of competency.

22.2 Sick Leave and Other Related Sick Leave Benefits for illness or Injury for Unit Members:

A.

1. Every unit member who is regularly employed five (5) days per week is entitled to ten (10) days of paid sick leave for each year of employment. Unit members who work less than full-time shall be entitled to a proportionate amount of paid sick leave. For unit members paid at an hourly rate, sick and injury leave benefits shall be computed on the basis of one (1) hour sick and injury leave for each eighteen (18) hours of service rendered to the District. Unit members who work an extended school year contract shall be entitled to a proportionate amount of paid sick leave.

2. Sick leave granted in Section 22.2.A.1, above is defined at current annual sick leave. All unused sick leave shall be accumulated from one (1) school year to the next school year. This is defined as accumulated sick leave.

3. At the beginning of each school year, every unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.

4. All unit members, when absent due to sickness of injury, shall receive full pay for said absence by using their current annual sick leave days and/or their accumulated sick leave days.

5. All unit members who use all of their sick leave and subsequently fail to serve their assigned school year, shall have deducted from their final pay warrant the amount paid as provided in Section 22.2.B.3, for the number of days used beyond the earned sick leave.

B. Other Sick Leave Benefits:

1. In the event a unit member has depleted his/her available sick leave including the leave granted for the current year and all accumulated sick leave, and illness or injury compels further absence, he/she will be entitled to an additional one hundred (100) days of sick leave.

2. The sick leave, including accumulated sick leave, and the one hundred (100) day period shall run consecutively.

3. An employee shall not be provided more than one (1), one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period is exhausted; the employee may

take the balance of the one hundred (100) day period in the subsequent school year.

4. During this one hundred (100) day period the amount deducted from the salary of the unit member shall not exceed the sum that is actually paid a substitute employee employed to fill his or 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.

C. The Assistant Superintendent of Human Resources or his/her designee may require a physician's verification of illness when a unit member has been on sick leave for six (6) or more consecutive days. This does not preclude the Assistant Superintendent of Human Resources or his/her designee from requesting additional verification when there is a demonstrable pattern of leave use that suggests the leave is being abused. Such requests for additional verification shall not be made in an arbitrary and/or capricious manner. The Assistant Superintendent of Human Resources or his/her designee may require a physician's verification of illness during any period of concerted activities.

D. Unit members may use up to six (6) days per year (which may be consecutive), deductible from current or accumulated sick leave, to care for an ill child, parent, or spouse.

22.3 Use of Accumulated Sick Leave for Personal Necessity:

A. Unit members shall be granted up to seven (7) days of personal necessity leave with pay per year, deductible from sick leave. All unused personal necessity leave shall be accumulated from one (1) school year to the next school year up to a total of sixteen (16) days.

B. Personal necessity shall be defined as matters of a personal nature which cannot be conducted outside the normal workday.

C. Unit members can take no more than five (5) consecutive days of personal necessity leave. The Assistant Superintendent of Human Resources or his/her designee may approve the use of additional days for special circumstances.

D. When a unit member uses personal necessity leave for a non-emergency situation, the unit member must notify the principal/supervisor at least forty-eight (48) hours in advance. When the leave is for an emergency, the unit member shall notify the principal/supervisor as soon as possible for use of personal necessity. The use of the automated substitute notification system constitutes appropriate notification.

E. If the unit member does not elect to use sick leave for personal necessity as provided herein, then a per diem salary deduction shall be made for each working day absent in accordance with the provisions of this article.

F. Personal necessity leave under Section 22.3 may not exceed the total accumulation of the unit member up to the total of sixteen (16) days of permitted accumulation. The Assistant Superintendent of Human Resources or his/her designee may approve the use of additional days for special circumstances.

G. Personal necessity leave shall not be used for concerted action of any kind against the District. If the District has reasonable cause to believe a unit member is abusing the provisions of this section, appropriate disciplinary action may be taken.

22.4 Bereavement Leave:

A. All unit members are entitled to leave of absence, without salary deduction, not to exceed three (3) working days, or five (5) working days if travel of four hundred (400) miles round trip from the District is required, because of the death of any members of his/her immediate family.

B. Members of the Immediate Family: Mother, stepmother, father, stepfather, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.

C. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.

22.5 Child Bearing Leave:

A. A pregnant employee on active duty with the District, who is absent from duties because of illness or disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be eligible to take paid sick leave in accordance with Section 22.2 of this article.

B. A pregnant employee on active duty who has written certification by her physician that she is unable to perform her normal duties due to medical reasons related to her pregnancy during the school year, shall be eligible for paid sick leave benefits under the provisions of Section 22.5.A, of this article.

C. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and

shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment in the District.

D. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, or childbirth on the same terms and conditions applied to other temporary disabilities.

22.6 Adoption Leave:

A. Unit members intending to go on adoption leave shall notify the Division of Human Resources within thirty (30) days of receiving notice that he or she has been officially accepted as a prospective parent for adoption.

B. A male or female unit member who is adopting a child shall be entitled to use personal necessity leave for the purpose of caring for the needs of the adopted child.

C. Unit members will be eligible to use sick leave for personal necessity as provided in Section 22.3 of this article, whenever days are needed to fulfill the legal requirements for adoption.

D. Leave without pay in connection with adoption of children may be granted to any unit member according to the provisions of Section 22.7 of this article.

22.7 Child Care Leave:

A. Child care leave without pay may be granted to any unit member in accordance with the following provisions:

1. The unit member is required to submit a written request to the Division of Human Resources thirty (30) days prior to the commencement of his/her child care leave including the following information:

   a. Date the leave is to begin;

   b. Duration of the child care leave;

   c. Reason for child care leave.

2. Child care leave shall be granted for the current school year or any portion thereof.

3. Extension of this leave will be as follows:

   A unit member may be granted an additional leave of absence of one (1) full semester, or a maximum of two (2) full semesters without pay.

B. Return to duty from child care leave: The unit member must submit a written request to return to work to the Division of Human Resources thirty (30) days prior to the date he/she desires to return to work.

22.8 Industrial Accident and Illness Leaves of Absence for Regularly Employed Unit Members:

A. A unit member shall be entitled to industrial accident leave according to the provisions of Education Code section 44984 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

B. Allowable leave shall be up to and including sixty (60) working days during which the schools of the District are required to be in session or when a member of the unit otherwise have been performing work for the District in anyone (1) fiscal year for the same illness or accident.

C. Allowable leave shall not be accumulated from year to year.

D. Industrial accident or illness leave shall commence on the first day of absence.

E. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her initial sixty (60) days of absence in Section 22.8.B, shall be equal to his/her full salary.

F. During any paid leave of absence, a member of the unit shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payments of his/her salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

G. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.

H. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a workers' compensation indemnity award.

I. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to the amount of unused leave due him/her for the same illness or injury.

J. The industrial illness and accident leave provided in this article is in addition to sick leave benefits. The Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness until the unit member has used all of his/her industrial illness and accident leave.

K. When entitlement to industrial accident or illness leave has been exhausted, other sick leave benefits under Section 22.2 of this article will then be used; however, if an employee is receiving workers' compensation, the District shall use only as much of the unit member's accumulated or available sick leave, which, when added to the workers' compensation award, will provide for a full day's wage or salary.

L. Any member of the unit receiving benefits under this article shall, during periods of injury or illness, remain within the State of California, unless he/she notifies the District of his/her intent to travel outside the state.

M. Eligibility for industrial accident leave and industrial illness leave accrues immediately by virtue of employment with the employer.

22.9 Health Leave:

Upon written request by a unit member who has probationary or permanent status, the Board may grant an unpaid leave of absence when the unit member is unable to perform his/her duties due to ill health or physical disability.

The request for this leave must be accompanied by a medical statement from a licensed California physician stipulating the condition of health and the expected duration of the health problem. The health leave may be granted for up to two (2) years and may then be reconsidered on a yearly basis by the Board.

22.10 Catastrophic Leave Program:

A. The purpose of the Catastrophic Illness/Sick Leave Bank is to create a Bank of sick leave days, from which participants may apply for additional sick leave days when suffering from a catastrophic illness or event and have exhausted all other paid leave.

B. "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, and the incapacity requires the unit member to take time off from work for an extended period of time.

C. Unit members may donate to the Catastrophic Leave Bank, using the form found in Appendix G under the following conditions:

1. Members may donate from one (1) to six (6) days.

2. Members must have at least twenty (20) days of accrued sick leave to make a donation.

3. The donation will be irrevocable.

4. A donation to the Bank will be a general donation and shall not be donated to a specific unit member for his/her exclusive use.

D. Only members who have donated to the Bank: may apply to withdraw days from the Bank.

E. Members (or their agents) may apply to use the Bank: by submitting their request to the Catastrophic Leave Bank: Review Committee using the appropriate District form, (Appendix G). Included with the form will be verification of the Catastrophic Illness prepared in writing by a licensed physician of the state of California.

F. The Catastrophic Leave Bank: Review Committee will consist of two (2) members selected by the Association, one (1) member from each of the employee groups participating in this Bank, and two (2) members selected by the District. The committee will review all applications. Approval of any request will require a majority vote of the committee. The decision of the committee shall be final and binding. Within ten (10) duty days of receipt of employee application, the committee will notify (in writing) the applicant of its decision. All applications submitted to the committee shall remain confidential and comply with the terms of the federal HIPAA privacy regulations, 45 C.F.R. 164.508 and the Confidentiality of Medical Information Act, Cal Civ. Code 56 et seq.

G. **Restrictions/Exclusions/Miscellaneous Provisions:**

1. A member may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period an additional twenty (20) days may be requested or granted if the event was originally expected to have duration of forty (40) days or longer for a maximum of forty (40) days to be used per catastrophic event.

2. Days granted but not used will be returned to the Bank. One (1) day used will be equal to one (1) day at the member's rate of pay.

3. Leave granted under this Agreement will be coordinated with the fifty percent (50%) leave to create a full day of wages. The Sick Leave Bank will be debited one-half (1/2) day for each day used. The coordination of Catastrophic Leave and fifty percent (50%) pay will not extend the one hundred (100) days entitlement per event.

4. Leave from the Bank: may not be used for illness or disability which qualified the unit member for worker compensation benefits.

5. When the Catastrophic Leave Bank: Review Committee reasonably presumes that the applicant may be eligible for a disability award or a retirement under STRS, the committee may request that the unit member apply for the disability or retirement. Failure of the unit member to submit a complete application within twenty (20) days of the request shall disqualify the unit member from further catastrophic leave Bank payments.

6. By August 1, of each year, the balance in the Bank will be reconciled. The Association will be notified of the balance.

7. The program will be reviewed annually and the parties may mutually agree to make appropriate modifications to this program in writing.

22.11 Federal Family and Medical Leave Benefits:

A. The District shall provide a unit member family care leave and medical leave in accordance with the provisions of this article, and in accordance with State and Federal law.

B. Where the current contract provides a more generous benefit than the Family Medical Leave (FMLA), then the contract language shall prevail.

C. Where the FMLA provides a more generous benefit than the current contract, then the FMLA shall prevail.

22.12 Jury and Legal Proceeding Leave:

A. When a unit member must be absent from duty to appear in court to testify or to serve on a jury, the unit member shall continue to receive his/her regular salary and shall return jury or witness fees to the District, exclusive of mileage and meal reimbursements.

B. A unit member is eligible for a paid leave of absence in accordance with Section 22.12.A, of this article in order to appear as a non-party witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her connivance or misconduct.

C. A unit member shall obtain a jury or court attendance report form from the court clerk to verify attendance in court.

D. Unit members required to appear before a public agency on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be paid the difference, if any; between the compensation they receive from the public agency and their wages for each day of service.

22.13 Military Leave:

Unit members shall be granted military leave in accordance with the law. Unit members called into active service shall retain all benefits of District employment in accordance with the law.

22.14 Unit Members Serving as Elected Public Officials:

A. Unit members serving public agencies as elected public officials may choose to take five (5) days of leave without loss of pay each school year to attend meetings related to that agency.

B. Prior to taking such leave, the District shall have assurance in writing that the meeting is authorized by the agency.

C. If there is need for leave beyond the five (5) day period, each request will be considered by the District on an individual basis, predicated upon the importance of the activity which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

22.15 Legislative Leave:

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for his/her term or terms in office.

22.16 In-Service Leave:

By mutual agreement between the unit member and the appropriate principal/supervisor, the bargaining unit member may be granted a paid leave for the purpose of improving his/her performance. Such leave could include class visitations, conferences, and workshops related to his/her assignment. Requests for such in-service leave will be made through the appropriate principal/supervisor who may consult with his/her site department chairperson(s) before acting upon the request.

22.17 Teacher Exchange Leave:

A. All unit members in the District shall be eligible to make application for the teacher exchange program. The exchange may be with teachers in either the United States or a foreign country. A unit member interested in exchanging positions with a foreign teacher must apply through the U. S. Office of Education in Washington" D.C., in accordance with the Fulbright-Hays Act of 1961.

B. If the unit member requesting the exchange and the Board agrees to the exchange, the District shall pay his/her regular salary, making all deductions provided by law for retirement purposes during the period of exchange teaching. In such case the District shall not pay the salary of the exchange teacher serving the District in exchange for its regular unit member.

C. Such leave when approved by the Board shall be granted for one (1) school year and may be extended two (2) additional school years. All arrangements must be completed by May 1 of the school year preceding the effective year of exchange unless, due to special circumstances, permission is granted by the Board to extend this date.

22.18 Other Considerations:

Written requests for consideration for unpaid leaves of absences for the unit members, who have permanent status with the District under California tenure laws, may be made for the following reasons:

A. **Study Leave:** A unit member shall apply to the Board for study leave, including his/her approved program of study from an accredited college or university, no later than nine (9) weeks before its anticipated commencement. This leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

B. **Teaching in a Military Dependents School in a Foreign Country:** Requires documentation of acceptance from the authorized government agency; such leave shall not exceed two (2) school years.

C. **Services Related to the Unit Member's Subject Matter**: Requires confirmation of the services to be rendered, duration of services, and the benefits that will be derived by the unit member upon completing a school year of service in the assignment.

22.19 Other Non-Compensated Leave:

Under the Education Code, any unit member may petition the Board for a non-compensated leave of absence which is not otherwise provided for by this Agreement or prohibited by law.

ARTICLE 23

MODIFIED DUTY/LIGHT WORK PROGRAM

23.1 Definition:

A. **Modified Work:** "Modified Work" shall be defined as an employee's regular assignment which is temporarily modified by the District to meet the physical restrictions indicated on Form PE-45**,** Appendix H.

B. **Light Duty Work:** "Light Duty Work" shall be defined as a temporary assignment, different from an employee's regular assignment, offered by the District which meets the temporary physical restrictions.

23.2 When a bargaining unit member has been absent from work on industrial accident leave for any duration, the employee agrees to present his/her principal with a completed Physician's Statement of Temporary Disability/Ability to Work (PE-45) form Appendix H, before resuming work.

23.3 If the PE-45 form identifies medical restrictions, one (1) of the following actions will be required:

A. If the restrictions are temporary (thirty [30] days or less) and the job duties can be modified to accommodate these restrictions, the principal shall temporarily modify the employee's position and the employee will return to "modified work" on the next duty day.

B. If the restrictions are temporary (thirty [30] days or less) and, in the opinion of the principal, the employee cannot perform his/her regular assignment with the restrictions, the employee will be placed on "light" duty on the next duty day until such restrictions are lifted by the employee's physician.

C. Under California Workers' Compensation Law, if medical restrictions are permanent, based on medical evidence, and, after implementing reasonable accommodation, the District determines that the employee can no longer perform the duties of his/her regular assignment, the employee shall be eligible for one (1) of the following:

1. Benefits in accordance with workers compensation laws, if the restrictions are because of a qualified work-related injury;

2. Consideration for transfer to another District job under the provisions of this Agreement; or,

3. Disability retirement as approved by PERS/STRS.

23.4 Employees assigned to either modified work or light duty work shall continue to receive their regular rate of pay, and regular benefits. Modified work or light duty work shall have no impact on an employee's seniority rights or movement on the salary schedule. Employees shall continue to be entitled to all rights and benefits under this Agreement.

ARTICLE 24

NEGOTIATION PROCEDURES

24.1 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals, or counter proposals, with respect to any matter not reserved by law from compromise through negotiations and that the understandings and agreement arrived at after the exercise of that right and opportunity are set forth herein.

During the term of this Agreement neither party shall be required to negotiate with respect to any matter covered by this Agreement whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Neither party shall be required to negotiate with respect to any matter not covered by this Agreement provided, however, that neither party shall unilaterally change the terms and conditions of employment for unit members during the term of this Agreement within the scope of representation provided in the Educational Employment Relations Act (EERA).

24.2 If any law is passed by the California Legislature and approved by the Governor or any federal law is passed which mandates that the Board take action and that action is taken which substantially changes the working conditions negotiated in this Agreement, the parties agree to reopen negotiations on the specific article affected.

24.3 The parties agree that this Agreement may be reopened by mutual agreement of the parties.

24.4 In the year in which this Agreement expires, the parties agree to meet and negotiate in good faith in accordance with the EERA. The Association shall make its initial proposal to the Board at the regularly scheduled Board meeting in February of the year in which this Agreement expires. Following compliance with the Public Notice Provisions of the Act, negotiations will begin. Any agreement reached, pursuant to the EERA, by the parties shall be reduced to writing and signed by them.

ARTICLE 25

INDUCTION/TEACHERS SUPPORT PROGRAMS

25.1 Program Definition:

The programs include Induction and various support programs for new and continuing teachers. The District and the Association shall work jointly to ensure that the Induction Program based on Section 44279.2c of the Education Code meets all state standards as established by the CCTC and CDE. The District will notify all first and second year teachers about the Induction Program and District/state standards.

25.2 Participants:

A. Induction Program: Certificated unit members in their first or second year of teaching on a preliminary credential. If a participating teacher is unable to complete all of the Induction Program requirements within the two (2) year period, he/she may file an appeal for an extension to the BTSA/Induction/PAR Manager no later than the first semester of the third year. If the extension is granted, the requirements of the program will remain the same, but support may be limited. Hurdle credit will be granted to participants for attendance at conferences with Support Providers that relate to the CFASST events for a maximum for twenty-five (25) hours.

B. Peer Assistant and Review (PAR): Permanent teachers who have received a summary evaluation that is rated as unsatisfactory (Education Code 44500).

C. Other: University Interns, emergency permit teachers, experienced teachers who are new to the District, and new teachers hired late in the year as funds permit.

All participants will be evaluated in accordance with Article 14, Evaluation, of the Collective Bargaining Agreement. A Support Provider will not be the evaluator of the new teacher. Support Providers will not be asked to recommend or not recommend teachers when the District is considering the re-election of the teacher.

25.3 Joint Governance Panel:

The teacher support programs will be governed jointly by the District and the Association. The Support Providers will be selected by the Joint Governance Panel. The Joint Governance Panel will monitor the progress of the Support Providers and the teacher participants.

The Joint Governance: Panel will be composed of five (5) members selected by the Association and four (4) members selected by the District. Members of the Panel serve a term of one (1) year. Association representatives may be re-selected at the discretion of the president of the Association. District representatives may be re-selected at the

discretion of the Superintendent or designee. Five (5) affirmative votes will be necessary for any decision of the Panel that requires a vote be taken.

Bargaining unit members who serve on the Joint Governance Panel will receive the pro rata per diem rate of pay for any work outside their normal duty day which is approved by the BTSA/Induction/PAR Manager.

Panel members shall receive one (1) hour of preparation time, paid at pro rata per diem, on any day that they are required to be away from the classroom for the entire day to perform duties authorized by the BTSA/Induction/PAR Manager.

25.4 Full-Time Release Support Provider:

The Joint Governance Panel may determine that some Support Provider(s) will be released from classroom duties for the period of time that they serve as Support Providers, normally five (5) years. After this time, the Support Provider(s) will be reassigned to their former site(s) in a position comparable to their previous classroom teaching assignment. By mutual agreement with the District, other assignments may be made.

When a Support Provider(s) is hired during the first semester, they will receive credit for one (1) full year. When a Support Provider(s) is hired during the second semester, they will not receive credit for a full year.

If after one (1) year the BTSA/Induction/PAR Manager decides not to retain the Support Provider(s), or the Support Provider(s) wishes to return to a classroom assignment, he/she will be returned to his/her previous site to a comparable teaching assignment provided written notification is given by April 15.

The workday for Support Provider(s) will be eight (8) hours. Support Providers will be paid an additional one-sixth (1/6) of their regular salary.

Support Providers are assigned to participating teachers taking into consideration credentials held, subject matter knowledge, relevant experience, and current assignments. Normally, no Support Provider will be assigned to a participant who has been granted an extension.

No Support Provider will be assigned more candidates than he/she can adequately support given the state and local requirements of the Induction Program.

25.5 Lead Support Provider:

All provisions applicable to Support Provider(s) will also apply to the Lead Support Provider. In addition:

- Current Support Providers are eligible to be selected for positions as Lead Support Providers. Time served as a Support Provider will not negatively impact their terms as Lead Support Providers, provided that they serve no more than a total of eight (8) years.

- The Lead Support Provider may serve up to three (3) years and will work a flexible work year that best meets the needs of the department. The work year may be extended by mutual agreement. Days worked past one hundred eighty-four (184) will be compensated pro rata per diem.

- The Lead Support Provider will work forty (40) hours per week. It is understood that the nature of the work requires a flexible workday. Each teacher will be guaranteed a duty free lunch within the flexible workday.

- The Lead Support Provider will be evaluated by the BTSA/Induction/PAR Manager.

25.6 Extra Duty Support Providers:

Other support providers will remain in the classroom full time and provide support in their non-duty time and release time. Extra duty Support Providers who are interested in continuing service must submit a letter of intent yearly. They may be reselected indefinitely.

If after one (1) year the BTSA/Induction/PAR Manager decides to not retain the Support Provider, the Support Provider shall be given written notification, including the reason for the decision, no later than April 15.

All Support Providers are required to have California Formative Assessment Support System for Teachers (CFASST) training. If a Support Provider has not received this training the District will arrange for the training to be given in a timely fashion. This training will not count as duty hours for the Support Provider.

The Support Providers are expected to work a minimum of eighty (80) hours and no more than one hundred (100) hours annually. The Support Providers shall be paid an annual stipend of $5,000. This stipend shall be paid in ten (10) monthly installments. If the Governance Board determines that a Support Provider needs to provide more or fewer hours, the stipend shall be prorated.

25.7 The Joint Governance Panel shall determine methods by which to deliver PAR services.

ARTICLE 26

NON-DISCRIMINATION

26.1 The Board shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, perceived sexual orientation, national origin, political affiliation not prohibited by law, domicile, marital status, pregnancy, disability, work site, or membership in any employee organization.

26.2 Nothing in this article shall prohibit the District from abiding by local, state, and federal statutes, orders or directives.

26.3 No grievance shall be processed through the grievance procedure involving this provision if the unit member pursues any other available legal course of action.

ARTICLE 27

PART-TIME EMPLOYMENT

27.1 Part-time employment for a teacher work year may be requested by a permanent employee through written application and may be granted at the discretion of the District including the site of assignment. Applications must be filed by May 1 each year. "A conference period" shall be defined as ten (10) minutes before and after school. The employee, who is serving in an assignment that is at least fifty percent *(50%)* of a full contract assignment, shall serve a pro-rated number of the supervision assignments required of full-time staff.

27.2 An employee must notify in writing to their immediate supervisor, no later than April 15, of the intent to reapply or terminate part-time status. Any employee who terminates from his/her part-time position shall be eligible for full-time employment.

The District will attempt to place the unit member at the same site unless such placement is precluded by limitations such as the following which affect school staffing:

A. Changing school boundaries;

B. Declining enrollments;

C. Compliance with federal and/or state mandates; and

D. Changing curriculum needs at the sites.

27.3 An employee accepting a part-time assignment will have salary and preparation time prorated according to the following formula:

- .2 assignment = one (1) teaching period and twenty percent (20%) preparation period = twenty percent (20%) of full-time salary;

- .4 assignment = two (2) teaching periods and forty percent (40%) preparation period = forty percent *(40%)* of full-time salary;

- .6 assignment = three (3) teaching periods plus ten (10) minutes of non-instructional time plus fifty percent (50%) preparation period = fifty percent (50%) of full-time salary plus full health benefits. This assignment may include an advisory period of twenty (20) minutes or less. If the assignment includes an advisory/directed study period of more than twenty (20) minutes, the salary will be paid at sixty percent *(60%)* of full salary;

- .8 assignment = four (4) teaching periods plus a preparation period = eighty percent (80%) salary plus health benefits.

27.4 The employee on a part-time assignment will receive sick leave and personal necessity leave on a prorated basis; all other leaves apply, as appropriate.

27.5 The employee who works at least half-time shall receive full District benefits for health, life, vision, and dental insurance as though rendering full-time service.

27.6 Approval of the employee's request shall be predicated upon District staffing requirements with consideration given to the strengths of employees so that a balanced curriculum meeting the adopted policies of the Board is provided. If all considerations stated herein are equal, length of District service will determine the teachers selected under the provisions of this article.

27.7 The employee's retirement contributions and the District's contributions will be pro-rated in accordance with STRS regulations.

ARTICLE 28

PRE-RETIREMENT REDUCTION IN WORKLOAD

In accordance with Education Code section 44922, a unit member may reduce his/her workload prior to retirement from full-time duties and receive the same credit toward retirement he/she would have received if he/she were employed on a full-time basis. Regulations governing this provision are as follows:

A. The employee must have attained the age of fifty-five (55) years by September 1, of the school year in which work reduction begins.

B. The employee must have been employed as a full-time certificated employee for at least ten (10) years, of which the last five (5) years were in full-time employment in the District.

C. Entry into the five (5) year Part-Time Employment Plan must be exercised at the request of the employee and termination of the plan thereof can be only with mutual consent of both employee and employer. (Final approval of employee participation would rest with the District). It is understood that at the termination of the unit member's participation in the Part-Time Employment Plan, the employee will begin his/her retirement. However, in the event of proven hardship, the District may grant an exception (e.g., death, divorce, bankruptcy, etc.).

D. The option to participate in the Part-Time Employment Plan shall be through written request of the employee to the Human Resources Department. Such a request as noted above is to be submitted on a District prepared form. Applications should be submitted annually by May 1.

E. The employee shall be paid a salary which is the pro rata share of the salary he/she would have earned had he/she not elected to exercise the option of a Part-Time Employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive all fringe benefits as provided in section 53201 of the Government Code in the same manner as a full-time employee.

F. Minimum and maximum Part-Time Employment shall be as follows: Unit members must teach at least half-time to be eligible for the program. The selected work schedule may consist of teaching either one hundred percent (100%) of one (1) semester, and zero percent (0%) of the other, or another part-time assignment as defined in Article 27, Part-time Employment; Section 27.3.

Non-classroom employees who are unit members will be required to be on duty either: one hundred percent (100%) of one (1) semester and zero percent (0%) of the other semester; or another part-time assignment for the entire year, hours as mutually agreed upon.

G. Deductions for STRS contributions by the District and by the part-time employee shall be equal to the amount required of a full-time employee. Deductions are to be made on a monthly basis depending on the pay program selected by the employee.

H. Each unit member participating in this plan will earn sick leave in proportion to the percent of employment per year. Example: Fifty percent (50%) (half-time) employment would yield sick leave of fifty percent (50%) of ten (10) days or five (5) days of sick leave. Such sick leave would be cumulative.

I. The District will announce annually the availability of the Part-Time Employment Plan to all employees.

J. All provisions of this program will be available to each employee through building principals and administrative department heads.

K. Participating employees will be scheduled for individual meetings by the Human Resources Department to develop a mutually agreeable program for the employee on or before May 30.

L. Where two (2) or more employees apply for the same part-time position, such position shall be filled by the employee with the greatest District-wide seniority.

M. Employees who participate in the Part-Time Employment Plan will perform extra duties proportionate to full-time employees. (Half-time employees will perform half [1/2] as many duties as full-time employees).

N. Upon written request by an authorized Association representative, the District shall provide the Association with a list of unit members who have been approved for Part-Time Employment for the following year.

O. The Agreement between the District and the participating unit member shall be consummated on or before June 10. (The unit member may be accompanied by an Association representative in any meeting he/she attends with the District, pursuant to this article).

P. Application for participation in the program shall be completely voluntary and at the discretion of the employee.

ARTICLE 29

PROFESSIONAL DUES AND SERVICE FEE

29.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the Association an assignment authorizing deduction of member dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing and delivered to the Association during the period July 1 to July 30 of any year of this Agreement. Pursuant to such authorization, the District shall deduct a proportionate amount from the regular salary check of the bargaining unit member each month. Deductions for bargaining unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated, commencing with the months of employment, or month of beginning membership.

29.2 With respect to all members' dues or agency service fees deducted by the Board pursuant to this article, the Board agrees to remit promptly such monies to the Association accompanied by a list of unit members for whom such deductions have been made, and indicating any changes in personnel from lists previously furnished. The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of the implementation of this section.

29.3 The Association agrees to furnish any information needed by the Board to fulfill the provisions of this article.

29.4 Upon appropriate written authorization from a unit member, the Board shall deduct from the salary of such unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

29.5 The Association shall indemnify and hold the District harmless from any claims, demands, or lawsuits arising out of or from the agency service fees provisions contained in this Agreement.

29.6 Those bargaining unit members who are on paid leave including part-time employees shall continue to pay dues to the Association if they have voluntary dues authorization cards on file.

29.7 Bargaining unit members with payroll authorization on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately cancelled pursuant to this article.

29.8 The District shall deduct an agency fee from the wages of all employees who have elected not to join the Association and who have not paid an agency fee directly to the Association. The amount of agency fee must not exceed regular Association dues. Any

employee who has elected not to join the Association has the right to pay the agency fee in a lump sum payment directly to the Association.

29.9 Notwithstanding any other provision of this article, any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that such unit members are required, in lieu of payment of the agency fee to the Association, to pay an amount equal to the current Association's agency fee to any non-religious, non-labor organization, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code as approved by the Association. Proof of payment to any fund shall be made on an annual basis to the Association.

ARTICLE 30

REPLACEMENT OR REPAIR OF EMPLOYEE'S PERSONAL PROPERTY

30.1 The District will pay the cost of replacing or repairing personal property of an employee such as vehicles, or eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when such items are damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty.

The District will reimburse an employee for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to Section 30.2.C.

If the items are damaged beyond repair, or stolen, the actual value of such items will be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation.

30.2 Payments shall be based on the following:

A. No payment shall be made for any loss having a value of less than ten dollars ($10) at the time of damage or theft nor shall any payment be made for repairs of less than ten dollars ($10). The maximum payment for anyone (1) loss shall not exceed three hundred fifty dollars ($350) except in the case of vehicles where payment shall not exceed six hundred dollars ($600).

B. A written request for reimbursement for damage to property shall be filed by the employee with the Office of Risk Management, on forms provided by the District, within forty-five (45) days of the date of loss and shall be signed by the employee's immediate supervisor, principal, or department head. The Office of Risk Management shall conduct such investigation as may be necessary.

C. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property (with the exception of the items listed in Section 30.1) used in the schools or offices is provided only when approval for the use of the personal property in the schools or offices was given before the property was brought to the school or office, when the value of the property was agreed upon by the person bringing in the property and the administrator. All personal property shall be listed on forms provided by the District. Principals are encouraged to make every effort to release employees in order to reconstruct teacher made materials without causing additional cost to the District and without disrupting the educational program of children.

D. Reimbursement for vehicle damage shall be limited to payment for damages resulting from malicious acts of others or student caused damage while a vehicle is being used on authorized school business or while parked or driven:

1. On District property;

2. Adjacent to school or other District premises;

3. On the site of authorized school District activities.

E. Collision is specifically excluded from this coverage.

F. Where the claim involves a vehicle, or theft of property, a report shall be made to the police and a copy of the police report shall be provided to the Office of Risk Management. If the damage is to a vehicle, two (2) estimates of repair cost shall be provided.

G. The employee must assign to the District right of subrogation to the extent of any payments made by the District. The employee shall also submit a copy of any insurance claim related to this loss.

H. Upon completion of the aforementioned process, the completed claim will be reviewed for compliance with Section 30.1 and Section 30. If approved, payment will be processed within thirty (30) days after approval by the Director of Risk Management.

I. The decision of the Director of Risk Management is not subject to the grievance procedure. The procedures for processing claims are subject to the grievance procedure.

J. An annual report shall be provided to the Association. The report shall include the number of claims submitted, the number of claims paid, the number of claims appealed, and the total dollar amount paid to unit members. The report should be designed so that it distinguishes between bargaining units and also shows statistics for management claims separately.

ARTICLE 31

SAFETY CONDITIONS OF EMPLOYMENT

The District and the Association agree the safety of all unit members is a priority.

31.1 Safe Work Environment: A unit member shall not knowingly be required to work or engage in any activity that can reasonably be deemed hazardous to life or limb. The District will provide a safe and secure campus and work locations. Should the situation involve student health and/or safety, unit members may be requested to assist.

A. A unit member should make a conscientious effort to notify his/her principal/supervisor of known or suspected unsafe working conditions, facilities and equipment. Within five (5) working days, the principal/supervisor shall provide the unit member with a verbal response that either concurs or disagrees with the determination by the unit member that a particular condition is unsafe.

B. Where the initial assessment concurs that a condition is unsafe, and the unsafe condition persists for a period of time in excess often (10) working days, the unit member may initiate the formal response process by completing the form provided in Appendix F of this Agreement and submitting it to the principal/supervisor and to the Association. Within five (5) working days of receipt of the completed form, the site administrator will, on the form provided in Appendix F, respond with a plan of remediation, which includes a specific schedule of implementation.

C. Where the initial assessment does not concur that a condition is unsafe, or the unit member is not satisfied with the resolution in (B.), the unit member may continue the formal response process by completing the form provided in Appendix F of this Agreement and submitting it to the District Safety Officer and to the Association. Within five (5) working days, the District will, on the form provided in Appendix F, provide a response to the unit member and the FAC explaining the District's position.

D. The Association shall have representatives on the Injury Illness Prevention Plan Committee and the Security Working Group.

31.2 If the unit member identifies the condition as "urgent", the formal response process shall begin immediately. The condition shall be investigated and a determination of action shall be made within twenty-four (24) hours. The matter shall be resolved as soon as is reasonably possible. No unit members shall be required to work in an unsafe environment.

31.3 The Association will be notified when the District removes asbestos from school sites in accordance with policies and procedures established by the California Public Health Code. Each year the asbestos plan for each site will be updated as needed. Permanent

notices will be posted in the main office identifying the location of the asbestos identification and plan book in each school. The site Association representative shall notify the principal if this posting notice is removed. The principal will then report the notice. The District will provide copies of the notices to the Association.

31.4 Teachers shall not be required to perform vehicular traffic control.

31.5 Every unit member in the District shall hold pupils to a strict accounting for their conduct on the way to and from school, and while on campus. A unit member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils and employees, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of section 49000 of the Education Code.

31.6 Each site principal in concert with the staff and FAC shall develop a student discipline plan, which at a minimum shall include expectations and consequences for student behavior, site staff responsibilities for implementation, and parental responsibility and support.

31.7 If a teacher finds it necessary to write a student referral, a site administrator shall respond to the referral within a reasonable time of the submission of the referral.

31.8 A teacher may suspend any pupil from his/her class for any of the acts enumerated in section 48900 of the Education Code and Section 32.8 E. below for the date of the act, and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision as defined in policies and related regulations adopted by the governing board of the District.

A. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent teacher conference regarding the suspension. Whenever practical, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

B. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one (1) class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

C. A teacher may also refer a pupil, for any of the acts enumerated in section 48900 of the Education Code, to the principal or the principal's designee for consideration of a suspension from the school.

D. The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.

E. Acts enumerated in section 48900 of the Education Code are as follows:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

3. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance, as listed in Chapter 2 (commencing with section 11053 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance, as listed in Chapter 2 (commencing with section 11053 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind), and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as controlled substance, alcoholic beverage, or intoxicant.

5. Committed or attempted to commit robbery or extortion.

6. Caused or attempted to cause damage to school property or private property.

7. Stole or attempted to steal school property or private property.

8. Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel. However, this section does not prohibit use or possession by a pupil of his/her own prescription products.

9. Committed an obscene act or engaged in habitual profanity or vulgarity.

10. Unlawfully had unlawful possession of, or offered, arranged, or negotiated to sell any drug paraphernalia, as defined in section 11014.5 of the Health and Safety Code.

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

12. Knowingly received stolen school property or private property.

No pupil shall be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school District. A pupil may be suspended or expelled for acts which are enumerated in this section and related to school activity or attendance which occur at any time, including, but not limited to, any of the following:

a. While on school grounds

b. While going to or coming from school

c. During the lunch period whether on or off campus

d. During, or while going to or coming from, a school sponsored activity.

31.9 The District and the Association agree the safety of all unit members is a priority.

In response to particular concerns regarding the safety of unit members teaching special needs students, the District agrees:

A. If an individualized instruction/independent study teacher determines a home teaching environment imminently threatens the safety of that teacher, the teacher will leave the home and immediately contact his or her supervisor. The bargaining unit member will, within three (3) working days, provide a list, using the form in Appendix F that identifies all safety concerns the bargaining unit member has about the home teaching environment. The supervisor will provide a response within five (5) working days specifying an appropriate future course of action.

B. When a unit member is concerned he or she does not have the necessary and appropriate support personnel and/or equipment to provide a safe environment for the unit member, because of the behavior of a particular special education student, that unit member shall notify the principal, or his or her administrative designee, of the problem in writing. Such notification shall include a specific list of

concerns and any recommended solutions. Within seven (7) duty days the principal, or his or her administrative designee, will schedule a meeting of the Individualized Educational Plan Team (IEP Team) to reevaluate the IEP and make adjustments, if necessary.

31.10 The District shall notify unit members in accordance with Education Code section 49079 of a record of conduct demonstrating that a student has caused or attempted to cause serious bodily injury.

31.11 The District and Association shall form a joint committee to review the District's communication system as it pertains to safety conditions of employment.

ARTICLE 32

SAVINGS/MISCELLANEOUS PROVISIONS

32.1 Should any provision of this Agreement or any application thereof to any unit member be held by a court of competent jurisdiction, including those matters on appeal, to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any provisions included in this Agreement would result in a loss of federal or state aid to the District, parties agree that negotiations for that provision be reopened immediately.

During the term of this Agreement, the Association and the District may amend the contract by mutual written Agreement only.

32.2 Any individual contract between the Board and a unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during the time of its effect, shall be controlling.

32.3 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with this Agreement.

32.4 There shall be two (2) signed copies of the final Agreement for record keeping purposes. One (1) shall be retained by the District and one (1) by the Association.

32.5 As soon as possible after the ratification of this Agreement by both parties, the District agrees to print and provide without charge a copy of the Agreement to every employee of the bargaining unit and a sufficient number to the Association in order to represent its members.

ARTICLE 33

SUMMER SCHOOL/INTERSESSION

33.1 Selection Procedures for 7-12 Schools:

A. Unit members interested in applying for Summer School/Intersession teaching assignments shall indicate their interest by filling out an application form prepared by the District no later than forty-five (45) duty days prior to the starting date of Summer School and twenty (20) duty days prior to the start of Intersession. The District may waive the filing date when it deems it necessary.

The following criteria shall be considered when selecting unit members for Summer School or Intersession assignments.

1. Staffing needs of school and students

2. Experience teaching subject(s)

3. Teaching credentials

4. Major and minor fields of study

5. Evaluation of prior teaching experience

6. District seniority

B. The District will identify anticipated potential Summer School/Intersession positions, as soon as practical but in no event later ten (10) duty days prior to the start of the Summer School and ten (10) duty days prior to the start of Intersession. Should an additional session(s) be activated, the District will identify potential teaching positions as soon as practical. The District will have posted on the bulletin boards of each school in the District the positions identified in Section 33.1.B. stated herein. The Association will be provided a copy of these postings.

C. If the District offers Intersession, the District will first post at the site and site bargaining unit members will be given first consideration. If there are insufficient number of qualified applications, the district will post to all other members.

D. Summer School/Intersession assignments shall be made on a year-to-year basis. Election to a Summer School/Intersession assignment automatically terminates at the end of the summer session.

E. The selection procedure does not preclude the District from selecting persons for Summer School or Intersession teaching assignments who have special

credentials and/or who are recognized for their work in a particular assignment and are not presently certificated employees in the District. Except as provided in Section 33.1.D. herein, the District shall assign unit members in the bargaining unit to Summer School or Intersession positions before other personnel.

F. Summer School or Intersession assignments may be terminated whenever the District determines that sufficient enrollment does not exist.

33.2 Summer School/Intersession Leaves:

A. **Sick Leave:** Employees serving in 7-12 Summer School; shall receive two (2) days of sick leave for the entire Summer School assignment. Bargaining unit members working Intersession shall receive one (1) day of sick leave for the entire Intersession assignment. Sick leave accumulated during the regular school year may not be used during Summer School or Intersession assignments. Unused sick leave shall be credited to the regular school year sick leave accumulation.

B. **Bereavement Leave:** One (1) day bereavement leave for death of any member of his/her immediate family is provided to Summer School and Intersession unit members. Members of the immediate family are: mother, stepmother, father, stepfather, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, stepson, son-in-law, daughter, stepdaughter, daughter-in- law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.

C. **Child Bearing Leave:** A pregnant employee may take sick leave in accordance with sick leave provided in Section 33.2.A. of this leave provision.

D. **Adoption Leave:** With notification to the Human Resources Department, Summer School/Intersession unit members may take one (1) day to be deducted from sick leave provided in Section 33.2.A, for the purpose of adopting a child. If the sick leave provided in Section 33.2.A has been used, the employee may be granted unpaid personal leave for one (1) day for the purpose of this section.

E. Unit members may use sick leave provided for Summer School/Intersession in Section 33.2.A, for personal business which is of such a nature that it requires the unit member's immediate attention. Personal necessity leave may not be used for recreational purposes of any kind.

33.3 Duty Hours/Wages:

A. Credit Recovery:
The 7-12 work day shall be four and one-half (4 1/2) hours. The unit members' workday assignments will consist of two (2) two- (2-) hour classes (four [4] hours of instruction) and a thirty (30) minute preparation period.

B. Other Instructional Program:
The 7-12 Fall/spring/and Summer Sessions work day shall be determined by the District needs. Assignments will be a two (2) hour minimum in duration. Programs covered by this agreement may include Extended Year, Tutorial, Enrichment, Intervention and Bridging. Sites will determine the program structure and schedule. If assignments covered in this section meet or exceed three and one-half (3 1/2) hours then the unit member work day shall include the thirty (30) minute preparation period.

The principal may schedule one (1) faculty meeting for the summer session which may exceed the regular duty day. The daily rate of pay for serving a full-time 7-12 Summer School/Intersession assignment shall be listed in Appendix C-6. Less than full-time assignments shall be prorated according to the workday established by the principal. The Association and the District recognize that the provisions of this article may be waived for unit members of special education. The established hourly rate shall be listed in Appendix C-6 of those situations.

33.4 The only provisions of the Collective Bargaining Agreement applicable to Summer School/Intersession are:

Article 1	Agreement
Article 2	Association Recognition
Article 3	Association Rights, inclusion of the benefits provided in this section are not increased by being applicable to Summer School/Intersession. There are no additional leave days of any kind added to this Agreement for providing said benefits in this Summer School/Intersession article.
Article 8	Complaint Procedure
Article 10	Consultation Rights
Article 14	Evaluation, Sections 14.2 and 14.3.B.
Article 17	Grievance Procedure
Article 19	Just Cause Discipline

Article 20	Just Cause Suspension
Article 22	Leaves, Sections 22.8, 22.11 and 22.12
Article 24	Negotiation Procedures, Section 24.1, 24.3 and 24.4
Article 26	Non-Discrimination
Article 30	Replacement Or Repair Of Employee's Personal Property
Article 31	Safety Conditions Of Employment

33.5 The Superintendent or his/her designee and the Association shall each appoint four (4) members (or such other number as they mutually agree on) to serve on a joint committee to study Summer School/Intersession, and hourly programs.

ARTICLE 34

TEACHING ASSIGNMENTS

34.1 Development of Teaching Assignments:

A. The site principal shall make a form available to unit members on which they may submit their preferences for a teaching assignment for the ensuing year. The unit member may submit the form by April 1 to the principal.

B. A tentative draft of each department's teaching assignments, (i.e., number of sections) shall be submitted by the principal to the department for its reaction and input.

C. The principal shall consider the input obtained through these measures and through consultation with the FAC in developing the teaching assignments.

D. Except as provided in this Agreement, full-time 7-12 unit members serving in classroom teacher assignments shall have no more than five (5) class periods assigned with students and the sixth period shall be a preparation period. The six (6) periods shall be consecutive. Each period of the 7-12 day shall be approximately sixty (60) minutes in length. If the implementation of an innovative schedule results in a different configuration, such as a block schedule, the unit member shall be guaranteed the equivalent of five (5) preparation periods per week.

E. Principals shall make reasonable efforts to ensure that a unit member is assigned to no more than three (3) preparations. A "reasonable effort" shall not include the addition of staff or a reduction in the number of courses offered.

F. With the approval of any teacher, the District may assign that teacher to teach six (6) periods during the first semester and four (4) periods during the second semester with no increase or decrease in compensation.

G. Principals shall consult with affected unit members prior to making reassignments for the second semester.

H. Assignments shall not be made in an arbitrary and capricious manner.

I. Special education teachers shall have the equivalent of at least nine (9) days a year to work on IEP's, testing, and consultation. These teachers, in collaboration with the School Psychologist and the site administration, shall have the option of "pooling" these days and redistributing them according to the needs of the site. Days that aren't used for IEP's, testing or consultation may be used for staff development that has a special education focus.

J. Online and Credit Recovery classes offered or contracted by the district shall be taught by qualified unit members. Any classes offered to our students outside the district are excluded. Open positions will be staffed by qualified unit members in accordance to Article 35, Transfer. Additional training may be required of selected unit members and provided by the district.

34.2 Master Schedule:

A. The master schedule for semester I shall be on the agenda and discussed at FAC meetings at least once per month during March, April and May. The master schedule for semester II shall be on the agenda and discussed at least once per month during November, December and January for schools following a traditional calendar and during October, November and December for schools following a year round calendar.

B. A draft master schedule for semester I, which contains all proposed assignments for the following semester's schedule, will be presented to the FAC during an FAC meeting no later than the third Monday of May.

C. A printed copy of each year's tentative master schedule shall be posted by June 1 of each year. A revised tentative master schedule shall be posted by the first duty day for teachers.

D. Second semester tentative master schedules shall be posted four (4) weeks prior to the start of the semester.

34.3 Modification of Instructional Program/Innovative Schedules:

A. Each period of the 7-12 day shall be approximately sixty (60) minutes in length. The length of class periods may be modified by the principal to allow for other instructional programs after consulting with the FAC and the change is approved by a sixty percent (60%) site unit member vote.

The programming of advisory, silent reading and nutrition break are not considered as teaching periods under this section. Unit members assigned to advisory, SSR, directed study, or any other such program, will not be required to give scholarship grades in those classes.

In addition, a principal and unit members may modify the class periods to provide for innovative scheduling provided that sixty percent (60%) of the unit members voting approve for this modification. The following procedures will be followed for considering and implementing an innovative schedule:

1. **New Programs**: An innovative schedule may be suggested for study by consensus of the FAC or by a petition signed by twenty-five percent (25%) of the unit members at the site. When an innovative schedule is

approved for the first time, the plan will include a time line for periodic evaluations. The FAC will ensure that an evaluation will occur yearly. Adjustments may be made as a result of the evaluation. By May 15 of the third year, the staff will vote to either continue or discontinue the current schedule.

2. All sites implementing an innovative schedule shall be required to offer on-going staff development training.

3. If a current program is discontinued, or a proposal does not receive the necessary vote for implementation then that same proposal cannot be reconsidered for a period of three (3) years unless it can be clearly demonstrated that significant changes have taken place at the site.

34.4 <u>One-Sixth Assignments</u>:

A. The availability of one-sixth (1/6) assignments will be announced at the site through normal means of communication such as bulletin notices, faculty meetings, and e-mail. Unit members may volunteer to teach a sixth period subject to the restriction in Sections 33.4.B., and 33.4.C., below. First consideration for selection will be given to unit members who were not assigned a sixth teaching period the previous year. No teacher shall teach a seventh period.

B. One-sixth (1/6) per diem assignments in the 7-12 school assignments (excludes Learning Center, Special Education, and Resource positions) will be calculated and capped by site as follows:

High School one-sixth (1/6) per diems:

1st Semester	Fifteen (15) per site
2nd Semester	Eleven (11) per site

Middle/Junior High School one-sixth (1/6) per diems:

1st Semester	Nine (9) per site
2nd Semester	Nine (9) per site

The District agrees that it is not the intent of this modification to reduce the number of teaching positions. If the total of one-sixth (1/6) teaching assignments in a discipline or subject area reaches the equivalent of a 0.8 FTE assignment, the District shall post the vacancy for hiring. In addition, teachers who are assigned a sixth period under the provisions of Section 33.4.B., are not calculated in the assignment of teachers under this section.

C. Each semester, the Association will be provided with a report on the use of one sixth (1/6) per diems.

ARTICLE 35

TRANSFER

35.1 Definitions:

For the purpose of transfer within the Sweetwater Union High School District, the following definitions will hold:

A. A **transfer** is defined as a change in regular assignment from one (1) 7-12 School or site to another 7-12 school or site within the District.

B. A **voluntary transfer** is one initiated by a unit member in the regular 7-12 School program in the District.

C. An **involuntary transfer** is one initiated by the District due to declining enrollment, declining F.T.E. (verified by site data at the time of an involuntary transfer), and/or demonstrable instructional need(s) in accordance with the needs of the District. Supportive data shall be discussed with the FAC.

D. An **administrative transfer** is a change in regular assignment from a school site initiated by the District.

E. An **open position** is any full-time position on a site master schedule which is not assigned to a permanent or probationary unit member. Temporary positions shall not be designated as open positions.

The FAC will be notified on the first day of the semester of any open positions remaining. Postings for open positions shall be in accordance with Section 35.2.

F. **Temporary positions** will be identified by the District at each site. Such positions will be designated in accordance with the provisions of the Education Code. The number of temporary positions will not exceed the number of temporary unit members authorized by the Education Code. Temporary positions are not subject to posting requirements.

G. **Seniority** is defined as the longest number of years of District seniority as defined by the Education Code.

35.2 Voluntary Transfer:

A. The District shall post on the Human Resources webpage, provide to the Association and school sites via district e-mail, and via district e-mail communication to each member.

1. Postings will be made the first working day of May, June, July, and August, May 15, and June 15, two (2) weeks prior to the start of semester I, and ten (10) duty days prior to the start of semester II.

2. Creation of an open position by any resignation, retirement, death, or otherwise separates from the District, or increased enrollment during semester I will be posted for semester II. Any other positions which are open after the final posting for that semester will be filled at the discretion of the District.

3. Second semester vacancies will be posted for the next semester on the same basis as postings made pursuant to Section 35.2.A.2.

4. Posting dates other than those identified will be at the discretion of the District.

5. All postings shall be for a minimum of six (6) duty days and shall contain a closing day for submitting requests for transfer.

6. No assignments to fill the open positions shall be made until after the closing date.

7. The District shall determine temporary positions. The number of temporary positions will not exceed the number of temporary employees authorized by provisions of the Education Code.

8. Each posting must contain information on work location, subject areas to be taught, required credentials and special qualifications, if applicable.

9. All full-time class size reduction positions must be posted unless they are determined to be temporary.

10. Positions designed to replace a teacher on leave for a year or less will be given to the teacher returning from leave. If the teacher does not return from leave in a year, the position becomes an open position.

11. If a posting includes more than a single subject area, then the area with three (3) or more sections will be listed first. In this case, the subject listed first will be the area used to determine whether an applicant has a point for major/credential in the subject area of the posting. The area that has more sections will be used to determine points under the criterion of Section 35.2.B.l.

    If no one (1) subject area has more sections than the others, one (1) of the subject areas with the higher number of sections will be listed first. That

subject area listed first will be given the points for major/credential under the criterion.

12. If a posted position becomes void, postings of that position will be voided on the next posting. Postings of voided positions must be canceled prior to posting any position which contains all or part of the assignment specified by the voided position.

13. Whenever the District opens a new school, the provisions of this article shall apply only to one-half *(½)* of the positions identified to staff the new site. All other positions shall be filled in accordance with District needs. The Association and the District shall meet to determine the period of time for which this provision shall apply.

14. The District and the Association may mutually agree to exclude specific positions with unique requirements from the posting/selection provisions of this article.

15. Upon request, a District representative and representative of the Association will meet with a Human Resources administrator to discuss the information and procedures of postings to unit members.

B. Unit members who desire a transfer to a posted open position may file a transfer application with the Human Resources Department. Applications of all qualified unit members will be sent to the site principal for selection. The site principal will screen the applicants for consideration. Unit members will not be eligible for voluntary transfer during the first year of their probationary period.

If there are six (6) or more qualified unit member applicants for the posted position(s), then a unit member shall be selected for the position(s).

If there are five (5) or fewer qualified unit member applicants, then the District may select non-unit member(s) for the position(s).

On-site unit members will be considered for open positions before the position is posted. Unit members may make their interest in potentially available positions known through use of the assignment preference form or through direct communication with the site principal or the FAC.

The following criteria shall be used by the principal in selecting an applicant for the posted position. In the event of a tie, these criteria shall be applied in rank order:

1. Major, primary authorization or authorization listed on a specialist credential.

2. Bilingual specialist, bilingual certificate of competence, bilingual emphasis credential.

3. Seniority.

4. Previous performance evaluations.

5. Flexibility of credential.

6. Extra service.

C. **Application of Criteria:**

1. **Major/Minor Credential:** The intent of this criterion is to give preference to those with majors in the field of the posting over those with minors in the field. This criterion may be met by having a "major" listed as such on the credential (standard secondary); it may be listed as a major on college transcripts; it may be listed as the primary authorization in a single subject credential or a specialist credential.

   If an applicant (lacking a major in the posted position) has a minor or supplementary authorization and has taught in a specific subject for ten (10) years or more, he or she will receive a point for major/credential. The burden of providing satisfactory proof to the District of such experience rests with the applicant.

2. **Bilingual:** Only those credentials listed in Section 35.2.B.2, are recognized for points under the application of this criterion. Applicants must hold one (1) of the listed bilingual certificates to receive a point in this category. Only Spanish and Tagalog certificates will be counted within the scope of this criterion. The Bilingual Fluency Exam (FSI Standard) shall be dropped from the criterion.

3. **Seniority:** Only District seniority is applicable in voluntary transfers. The most senior remaining applicant (in later rounds) receives a point.

4. **Evaluations:** The last two (2) performance evaluations must have an overall satisfactory rating in order for the applicant to receive a point.

5. **Flexibility of Credential:** An applicant shall receive a point for being credentialed to teach three (3) or more subjects. A CLAD credential, LDS certificate, and ELD certificate shall be included among the credentials that may be considered for the awarding of an extra point.

6. **Extra Service:** An applicant will receive a point for extra service if the applicant agrees to serve in a specifically identified extra service

assignment for one (1) year. Extra service assignments shall not be indicated on the posting of the teaching assignment.

7. **Tie Breaker:** If there is a tie among applicants, the rank order of criteria will be used to break the tie. If rank order does not determine a selection, the selection shall be made by the principal.

When offered the transfer position, a unit member has five (5) duty days after District notification to accept the offered position. If the first unit member fails to accept the offered position, the unit member with the next highest number of points shall be offered the position until the position is filled.

If a teacher resigns from a position after having accepted the position, the new open position will be posted if it falls within a posting period specified within this article.

D. Unit members who are considered but not selected for the posted position will be notified of their non-selection. They may also request a written statement from the Human Resources Department or designee indicating the reasons the unit member was not selected.

E. After each Board meeting, the Association shall be provided the employment, change of status, and separations of certificated personnel.

F. During the summer months and Intersession periods, a unit member may leave a letter on file with the District and with the Association indicating his/her transfer desires should a position arise.

G. Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.

35.3 Involuntary Transfer:

A. If a reduction of staff is necessary at a school site, the principal shall determine the staffing needs of the school site. The principal will discuss the staffing needs with the FAC. When an involuntary transfer is necessary at the school site, the principal shall first solicit unit members to voluntarily transfer. If no unit member volunteers to transfer, the following criteria shall be used by the principal in identifying the individual to be transferred:

1. Staffing needs

2. Credential, major, minor, and/or special considerations

After the principal, with input from the FAC, has determined the area(s) of subject(s), and reduction(s), the following seniority system shall be considered to identify the involuntary transfer(s):

a. Longest number of years of District seniority as defined by the Education Code;

b. Longest number of years of consecutive service at the school or site;

c. Longest number of years of service with the department;

d. The District's ability to place the involuntary transfer(s) at another site.

B. 7-12 school involuntary transferees shall be notified in writing as soon as practicable after the need for transfer is confirmed. All notices of involuntary transfer shall include the reason for the involuntary transfer.

An involuntary transferee shall be given the right of the first refusal to his/her original site for vacancies for which he/she qualifies which occur within twelve (12) months of the date of transfer.

C. Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred whether voluntary or involuntary if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.

D. On or about December and June of each year, the involuntary transferees, teachers returning from special assignment, and persons returning from leave will be identified. The District, in consultation with the Association, will determine which positions are to be withheld from posting so they can be offered to the involuntary transferees and persons returning from leave.

The District will attempt to fill positions within thirty (30) days prior to the start of the semester or by June 15.

Any withheld positions not taken by an involuntary transferee, teachers returning from special assignment, or persons returning from leave will be posted, unless the position(s) are identified as temporary positions. The involuntary transferees, teachers returning from special assignment, and persons returning from leave will be given a chance to select from this pool of available positions.

Involuntary transferees will select available positions in order of District seniority. They will be given one (1) chance to select a position from this pool afterwards the unit member(s) should apply for posted positions for which they qualify.

After July 1, the District may place involuntary transferees, teachers returning from special assignment, and unit members returning from leave in accordance with the needs of the District. Placement may not be arbitrary or capricious, nor shall it restrict the right of a bargaining unit member to otherwise apply for transfers in accordance with this article.

E. Involuntary transferees created in the conversion of a junior high school to a middle school will be given the right of first refusal for positions for which they qualify at the newly formed four (4) year high school. If more than one (1) unit member expresses interest in the position, the criteria of Section 35.2 will be applied.

F. Involuntary transferees created in the conversion from nine-twelve to ten-twelve schools and seven-eight to seven-eight-nine schools will be given the right of first refusal for positions for which they qualify at the newly formed school. If more than one (1) unit member expresses interest in the position, the criteria of Section 35.2 will be applied.

35.4 Administrative Transfer:

Should a determination be made by the Superintendent or his/her designee that an administrative transfer is necessary, such a transfer may be made following a conference with the unit member(s)

No such transfer shall be made in an arbitrary or capricious manner.

Any open position created by an administrative transfer shall be posted if it falls within the posting period.

Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.

35.5 Layoff:

If the District sends out letters of layoff to bargaining unit members, copies of said letters or a list will be sent to the Association at the time the unit member is notified.

35.6 Transfer From Adult Education:

Teachers transferring from the adult education program to the 7-12 program shall be given step credit based on their years of service in the Adult School program. One (1) year of credit shall be given for each year of service in which the teacher has worked nineteen (19) hours a week for seventy-five percent (75%) of the school year. (See Appendix C-5)

35.7 Return From Unpaid Leave:

Excluding any other article in this Agreement (except Article 35, Transfer), regular 7-12 school unit members who are granted unpaid leaves of absence longer than one (1) year will not be assured of return to their prior position or site from which the leave was taken. Assignments will be made in accordance with Section 35.3.

Unit members who intend to return from leave to serve at the start of the second semester shall notify the Human Resources Department by November 15 and by May 1 if they intend to return for the following school year. Requests for extension of unpaid leave must also be made in accordance with the dates identified within this section.

A unit member returning from a leave of one (1) year or less will be assigned to his/her prior site.

35.8 Paid Leave:

A unit member on paid leave shall notify the District in writing by November 15 if they do not intend to return for the second semester of that school year and by May 1 if they intend to return for the next school year. A returning unit member will be assigned to his/her prior site unless circumstances at the time prevent such placement.

35.9 Teacher on Special Assignment:

1. Unit members on special assignment for one (1) school year or less will be returned to their prior site at the conclusion of the special assignment.

2. Unit members on special assignment for longer than one (1) school year will be assigned in accordance with Section 35.3.D.

35.10 Applicability of Education Code Section 35036:

The provisions of this Article shall be subject to the provisions of Education Code Section 35036.

ARTICLE 36

WAGES

On or before February 1, 2015 both parties agree to reopen Article 18, Health and Welfare Benefits and Article 36, Wages.

36.1 The Parties are in agreement that effective January 1, 2014, there will be an increase of two percent (2%) to the salary schedules for SEA unit members.

Effective July 1, 2014, the salary schedule shall be increased by three percent (3%). In addition to the three percent (3%) increase, forty-five (45%) of the total of any additional local, state, or federal funds which are realized as a result of the final state budget for 2014-2015, as compared to the current projection of twenty-eight and five hundredths percent (28.05%) gap funding, which can legally be used for employee compensation, shall be applied to the 7-12 and Adult School salary schedules.

Example: If the District receives an additional ten million dollars ($10,000,000) as an increase in gap funding from the state, SEA will be allocated four million five hundred thousand dollars ($4,500,000). (SEA unit members represent sixty percent (60%) of seventy-five percent (75%), which is forty-five percent (45%) of additional dollars above the current projection of twenty-eight and five hundredths percent (28.05%), which represents twenty-one million three hundred thousand dollars ($21,300,000) gap funding.

36.2 ROP Salary Increase:

Effective July 1, each year of this Agreement, the ROP salary schedule (Appendix C-8) will be increased by a percentage equal to the percentage increase in the state funded cost of living adjustment (COLA) to the ROP Program.

All ROP teachers shall be compensated at their hourly rate for conducting the mandatory annual meeting with community business entities.

36.3 ROTC Program:

A. All ROTC Instructors shall be twelve (12) month employees.

B. All ROTC Instructors shall be paid at the rate designated at the "minimum instructor pay" by their respective branch of the military. Per the Agreement between the military and the District, the District shall pay fifty percent (50%) of the salary and fifty percent (50%) shall be paid by the respective branch of the military.

C. The District shall adjust its portion of the "minimum instructor pay" upon receipt of the most current documentation from the military.

D. The "minimum instructor pay" of ROTC instructors and all adjustments thereto, shall occur independent of the 7-12 salary schedule contained in the Collective Bargaining Agreement.

36.4 Other Schedules:

A. 2013-2014: All 2012-2013 schedules in Appendix C shall be increased by two percent (2%) effective January 1, 2013.

B. 2014-2015: All 2013-2014 schedules in Appendix C shall be increased by three percent (3%) effective July 1, 2014. Additional increased will be based on language and example in Section 36.1

C. 2015-2016: On or before February 1, 2015 both parties agree to reopen Article 18, Health and Welfare Benefits and Article 36, Wages.

36.5 Retroactive Payments:

Increases on the salary schedule shall be implemented no later than sixty (60) days after ratification of this Agreement by the Board of Trustees and the Association. All retroactive pay shall be paid as soon as possible after ratification of this Agreement by the Board of Trustees and the Association.

36.6 Certificated Staff Performance Act:

Any revenue awarded by the State to a school site as a result of the Certificated Staff Performance Act shall be equally divided among all certificated staff employed for at least one (1) semester at the site receiving such funds.

36.7 Placement on the appropriate salary schedule and conditions for reclassification are as set forth in Appendix B-1, which is attached to and incorporated into this Agreement.

36.8 Extended Day:

A. Unit members assigned to teaching classes which extend outside the regular student school day shall be paid pro rata per diem. Summer School/Intersession, Adult School, ROP, and other hourly paid unit members are specifically excluded from this provision.

B. Available positions will be announced through normal means of communications such as bulletin notices, faculty meetings, etc.

C. Unit members who qualify may volunteer to teach an extended day class and the names of those selected shall be included in the FAC meeting minutes. First consideration for selection will be given to unit members who were not assigned an extended day class the previous semester.

D. If enrollment falls below twenty (20), the District may elect to close the class. Enrollment shall not exceed thirty-five (35) students per class after ten (10) hours of class.

E. The assignment will be considered extra service. Sick leave shall not be accumulated nor deducted for these assignments.

APPENDIX A-1

GRIEVANCE REPORT FORMS

Sweetwater Union High School District

TEACHER BARGANING UNIT

GRIEVANCE REPORT FORM

☐ LEVEL I (Filled at site level only after preliminary conference has been held and grievance is not resolved)

☐ LEVEL II (To be sent to the Superintendent or his/her designee)

Name of Grievant: _____ Date : _____

Job Title : _____ Site : _____

Principal/Supervisor: _____

COMMENTS: (A description of the grievance including names,dates and places with a listing of the provision(s) of this Agreement which are alleged to have been violated, misapplied, or misinterpreted)

_____

PROPOSED REMEDY:

_____

I have reviewed this with my principal/supervisor on _____
Date

Signature of Grievant _____

Form #8431

APPENDIX A-2

Sweetwater Union High School District

TEACHER BARGANING UNIT

GRIEVANCE REVIEWED - LEVEL I

Date Received : _____

Name of Grievant: _____ Grievance # _____

Job Title : _____ Site : _____

Name of Grievance Representative _____

Management Representatives in Attendance _____

DECISION OF PRINCIPAL/SUPERVISOR:

_____ _____

Signature of Principal/Supervisor Date

_____

Title

Form #8432

APPENDIX A-3

Sweetwater Union High School District

TEACHER BARGANING UNIT

GRIEVANCE REVIEWED - LEVEL II

Date Received : _____

Name of Grievant: _____ Grievance # _____

Job Title : _____ Site : _____

Name of Grievance Representative _____

Management Representatives in Attendance _____

DECISION OF SUPERINTENDENT OR HIS/HER DESIGNEE:

_____ _____

Signature of Superintendent or Designee Date

_____

Title

Form #8433

APPENDIX B-1

SALARY CLASSIFICATION AND SALARY RECLASSIFICATION

A. Salary Placement:

1. Salary classification will be based on accredited college or university credits in professional and academic training.

   Salary schedules include a series of annual increments from the minimum salary to a maximum salary range and that a unit member shall be granted one (1) increment for each year of satisfactory service until the maximum salary of his/her salary classification is reached. Consistent with the Education Code a year shall be defined as contract service for seventy-five percent (75%) or more of the number of days the regular schools are maintained. The Board's policy relative to seventy-five percent (75%) of the working days of a person's assignment relative to eligibility for increment is interpreted as follows:

   > Any unit member under contract for seventy-five percent (75%) of the working days including sick leave, but excluding leaves without salary or personal leave, will have met the requirements for eligibility for an increment for the following year.

2. All previous teaching experience shall be recognized for initial salary placement of new teachers. In addition, military experience since January 1, 1970, shall be recognized for initial salary placement of new teachers. Initial salary placement shall be made by the Division of Human Resources in accordance with the following:

   a. One (1) step credit for each year of verifiable teaching experience.

   b. One (1) step credit for each two (2) years in military service up to a maximum of three (3) steps.

   c. Maximum placement on the ninth step for a combination of the above for 7-12 unit members hired prior to January 1, 2003. The maximum allowable step placement will increase by one (1) year each January, until January 1, 2007, at which time all previous teaching experience (in accordance with A.1. above) will be credited to newly hired teachers. For example: unit members hired after January 1, 2003, may be hired at a maximum of Step 10; unit members hired after January 1, 2004, may be hired at a maximum of Step 11.

   d. Maximum placement on the third step for a combination of the above for Adult Education unit members.

3. Years of teaching experience outside of the District which were previously recognized, even though not granted, by the District for initial salary placement credit shall be recognized the same as in District experience for advancement to Step 18, 22 and 26 for Class V, VI and VII of the 7-12 salary schedule. Teaching experience previously verified by the District at the time of employment may be credited to an employee for anniversary placement, if requested at the completion of Step 14 of the salary schedule.

4. Years of teaching experience outside of the District which were previously recognized, even though not granted, by the District for initial salary placement credit shall be recognized the same as in-District experience for advancement to Step 18, 22 and 26 for Class I, II and III of the Adult Education salary schedule.

Salary adjustments become effective July 1.

B. Salary Reclassification

Credit will be granted for upper division and graduate courses taken at an accredited college or university, subsequent to the bachelor's or master's degree, which are directly related to assignment and/or better preparation for unit member assignments.

1. Accredited college or university courses that are specified as upper division or graduate courses completed on transcript, and continuing education units (CEU) are automatically acceptable if they meet one (1) of the following conditions:

   a. Courses required to obtain a California teaching credential, current license or certificate necessary for placement or continued employment.

   b. Courses taken from a school of education or a sponsoring institution which meets standards as recognized by national, state, and local professional organizations appropriate to the unit member's assignment.

   c. Courses taken in the major or minor as verified on transcript.

   d. Courses related to current assignment.

   e. Courses related to obtaining a second major or minor.

   f. Courses for travel supported by college or university transcripts and the travel is related to the unit member's assignment.

2. Lower division courses may be considered for unit members for salary reclassification provided that prior approval is obtained based on the following criteria:

a. Lower division college or university courses that directly relate to major or minor subject areas of teachers and/or to verified teaching of unit members assignments.

b. Lower division courses that will contribute more to better preparation for teaching assignment than upper division or graduate courses; or that they are prerequisite to upper division or graduate courses felt to be essential.

3. For purposes of salary advancement, CEU's will be converted to semester units on the basis of fifteen (15) class hours = one (1) semester unit.

C. Satisfactory completion of District funded workshops are acceptable for salary reclassification credit. Repeat credit for District workshop is not acceptable.

D. A unit member must file application for reclassification on the salary schedule no later than September 30, for semester I, and February 28, for semester II.

1. To be eligible for reclassification, verification of course work through official transcripts shall be on file with the Human Resources Department no later than December 31, for semester I, and May 31, for semester II.

2. Failure to either apply or provide verification correctly will automatically cancel eligibility for reclassification for that semester. Salary adjustments for academic training shall be retroactive to the beginning of the unit member's respective semester work schedule.

APPENDIX B-2

ANNIVERSARY INCREMENT

1. **Eighteen (18) Year Anniversary Increment:**

   This increment is in addition to the maximum step of the effective teachers' salary schedule and will be granted to unit members who meet the following criteria:

   a. Must be on or eligible for salary Class V or better for 7 – 12, and Class 1 for Adult Education, by September 30, of the year of eligibility.

   b. Have recognized teaching service for seventeen (17) full years or more.

2. **Twenty-two (22) Year Anniversary Increment:**

   This increment is in addition to the maximum step of the effective teachers' salary schedule and will be granted to unit members who meet the following conditions:

   a. Have met all requirements as listed for eighteen (18) year merit increment.

   b. Have recognized teaching service for twenty-one (21) full years or more.

3. **Twenty-six (26) Year Anniversary Increment:**

   This increment is in addition to the maximum step of the effective teachers' salary schedule will be granted to unit members who meet the following conditions:

   a. Recognized teaching service for twenty-five (25) full years or more.

   b. Must be on or eligible for salary Class V or better for 7 – 12, and Class 1 for Adult Education, by September 30, of the year of eligibility.

Anniversary increments will be granted automatically beginning in the 1997-98 school year.

It will not be necessary for a unit member who has been approved for the eighteen (18), twenty-two (22) or twenty-six (26) year anniversary increment to reapply each year to remain eligible.

All approved increments are granted the year following the completion of the required years of service.

To receive credit for a year's service, a unit member must have been employed for a minimum of seventy-five percent (75%) of the required working days for that year.

APPENDIX C

SALARY SCHEDULES

The indication or reference to any position in the salary schedules in these appendices shall not be interpreted to present the District from eliminating that position or laying off employees.

SWEETWATER UNION HIGH SCHOOL DISTRICT

SALARY SCHEDULE

7 - 12 DAY SCHOOL CERTIFICATED UNIT MEMBERS

Effective July 1, 2013

Elimination of Furlough Days

STEP	CLASS A	CLASS B	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1	40,822	40,822	40,822	43,578	46,334	49,090	51,846	54,602	57,358
2	42,837		42,837	45,593	48,349	51,105	53,861	56,617	59,373
3	44,852		44,852	47,608	50,364	53,120	55,876	58,632	61,388
4	46,867		46,867	49,623	52,379	55,135	57,891	60,647	63,403
5	48,882		48,882	51,638	54,394	57,150	59,906	62,662	65,418
6			50,897	53,653	56,409	59,165	61,921	64,677	67,433
7			52,912	55,668	58,424	61,180	63,936	66,692	69,448
8			54,927	57,683	60,439	63,195	65,951	68,707	71,463
9			56,942	59,698	62,454	65,210	67,966	70,722	73,478
10			58,957	61,713	64,469	67,225	69,981	72,737	75,493
11			60,972	63,728	66,484	69,240	71,996	74,752	77,508
12					68,499	71,255	74,011	76,767	79,523
13						73,270	76,026	78,782	81,538
14							78,041	80,797	83,553
15							80,056	82,812	85,568
*18							82,071	84,827	87,583
*22							84,086	86,842	89,598
*26							86,101	88,857	91,613

-OVER-

See District Website for current Salary Schedules

CLASS A	BA.
CLASS B	BA plus credential.
CLASS I	Bachelors' Degree plus credential plus one year experience. Nurses also require a Health Department or Standard Designated Services Credential with a Specialization in Health.
CLASS II	Bachelors' Degree plus 15 semester units subsequent to Bachelors' Degree with credential plus one year experience. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
CLASS III	Bachelors' Degree plus 30 semester units subsequent to Bachelors' Degree with credential. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
CLASS IV	Bachelors' Degree plus 45 semester units subsequent to Bachelors' Degree or Masters' Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
CLASS V	Bachelors' Degree plus 60 semester units subsequent to Bachelors' Degree or Masters' Degree plus 15 semester units subsequent to Masters' Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
CLASS VI	Bachelors' Degree plus 75 semester units subsequent to Bachelors' Degree or Masters' Degree plus 30 semester units subsequent to Masters' Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
CLASS VII	Masters' Degree plus 45 semester units subsequent to Masters' Degree; or Masters' Degree with 90 semester units subsequent to Bachelors' Degree; or earned Doctorate. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.

Approved by
Board of Trustees
7/23/2012

Sweetwater Union High School District
High School
Salary Schedule for Extra Service Assignments
Effective July, 2011

Boys' Athletics	Amount
Varsity Baseball	4,032
Jr. Varsity Baseball	3,021
Varsity Basketball	4,759
Jr. Varsity Basketball	3,357
Cross Country	2,346
Varsity Football	4,759
Assistant Football	3,696
Golf	2,346
LaCrosse	4,032
Roller Hockey	4,032
Varsity Soccer	4,032
Jr. Varsity Soccer	3,021
Varsity Swimming	4,032
Assistant Swimming	3,021
Varsity Tennis	2,346
Varsity Track	4,032
Assistant Track	3,021
Varsity Volleyball	4,032
Jr. Varsity Volleyball	3,021
Water Polo	4,032
Wrestling	4,032
Assistant Wrestling	3,021
9th Grade Basketball	2,686
9th Grade Football	2,993
9th Grade Football Assistant	2,365
9th Grade Wrestling	2,418

Girls' Athletics	Amount
Varsity Basketball	4,759
Jr. Varsity Basketball	3,357
Cross Country	2,346
Golf	2,346
Varsity Field Hockey	4,032
Jr. Varsity Field Hockey	3,021
Roller Hockey	4,032
LaCrosse	4,032
Varsity Soccer	4,032
Jr. Varsity Soccer	3,021
Varsity Softball	4,032
Jr. Varsity Softball	3,021
Varsity Swimming	4,032
Assistant Swimming	3,021
Varsity Tennis	2,346
Varsity Track	4,032
Assistant Track	3,021
Varsity Volleyball	4,032
Jr. Varsity Volleyball	3,021
Water Polo	4,032
9th Grade Basketball	2,686
9th Grade Volleyball	2,419
Athletic Director	2,993

Non-Athletic	Amount
Academic Decathlon	2,934
Academic League	2,934
* AVID Coordinator	3,125
Auxillary Corp.	3,021
Adult School ASB	1,499
Cheer Advisor	2,695
Concert Band	1,345
Dance- includes Cultural Performance Gr	1,347
Drama	3,125
Jazz	1,345
Marching Band	4,759
Marching Band Assistant	2,381
Mariachi (DISTRICT)	4,759
Mariachi (SITE)	1,345

Non-Athletic	Amount
Music Technology Ensemble	4,759
Newspaper	3,125
Orchestra	1,345
Palomar A.S.B.	1,918
Pep Club Advisor	1,345
Robotics	2,934
Science Fair Advisor	1,347
Senior Class Advisor	1,347
Site Technology Facilitator	2,842
Speech	3,125
Steel Drum Ensemble	4,759
Vocal Music	3,272
Yearbook	3,125

An additional 5% per week stipend will be provided to coaches of athletic teams participating in, or qualifying for CIF playoffs.

**To be eligible for the stipend, the program must be a SDCOE approved AVID Program.*

Sweetwater Union High School District
Jr. High & Middle Schools
Salary Schedule for Extra Service Assignments
Effective July, 2011

	Amount
7th & 8th Grade Athletics - District Wide Sports	
Head Coach	1,454
Assistant Coach	1,165
A.S.B.	2,843
Auxillary Corp.	1,723
Dance Instructor	1,113
Drama	1,157
Concert Band	1,353
Interdisciplinary Team Leader	813
Intramural Coordinator	2,705
Intramurals	551
Jazz	1,352
Marching Band	2,391
Marching Band Assistant	1,352
Mariachi (SITE)	1,352
Newspaper	1,571
Orchestra	1,352
Robotics	2,934
Science Fair Advisor	1,347
Site Technology Facilitator	2,843
Vocal Music	1,645
Yearbook	1,571

SWEETWATER UNION HIGH SCHOOL DISTRICT
OTHER CERTIFICATED SALARY RATES
Effective July 1, 2007

HOURLY RATES	Amount
Curriculum Work *(Such work to be posted for bargaining unit members)*	$39.02
After School Recreational Activities	$21.79
Saturday School *(One hour sick leave for every 18 hours worked)*	$39.02
Hourly Teaching - Extended Day *(Where approved by the District)*	$39.02

OTHER RATES	Amount
Class Coverage	$50.85
Daily Rates	
ASB Advisors, Journalism Teachers	$233.78
ASB Leadership Conference for extra days of service	
Faculty Advisory Committee (Full Year)	$571.00
Pay for Supervision	
Afternoon Assignments	$27.28
Evening Assignments	$54.54
Lunch Supervision (Full Year)	$2,841.20
Split Shift (Seven Period Day) / Split Site (Full Year)	$1,506.00

Employees receiving an extra service stipend will not receive supervision pay for activities in which supervision is part of that assignment.

Employees must receive prior approval from their principals to receive supervision compensation.

See District Website for current Salary Schedules

SWEETWATER UNION HIGH SCHOOL DISTRICT

ADULT HOURLY RATES

Effective July 1, 2007

STEP	CLASS I	CLASS II	CLASS III
1	$38.25	$39.95	$44.01
2	$39.27	$40.97	$45.08
3	$40.14	$41.91	$46.07
4	$40.95	$42.74	$47.04
5	$41.58	$43.66	$48.01
6	$42.47	$44.58	$49.06
18	$43.40	$45.52	$50.00
22	$44.34	$46.49	$50.97
26	$45.32	$47.41	$51.87

STEP 1	-	1st through 3rd year of service
STEP 2	-	4th through 6th year of service
STEP 3	-	7th through 9th year of service
STEP 4	-	10th through 12th year of service
STEP 5	-	13th through 15th year of service
STEP 6	-	16th year of service
STEP 18	-	18th year of service
STEP 22	-	22nd year of service
STEP 26	-	26th year of service

CLASS I	Standard designated subjects credential or Bachelor's Degree with appropriate credential.
CLASS II	Bachelor's Degree plus 15 semester units.
CLASS III	Bachelor's Degree plus 45 semester units or Master's Degree plus 15 units.

Approved by
Board of Trustees
December 12, 2005

See District Website for current Salary Schedules

APPENDIX C-6

SWEETWATER UNION HIGH SCHOOL DISTRICT
ADULT HOURLY & CONTRACTED RATES
Effective July 1, 2014

3% Salary Increase

STEP	CLASS I		CLASS II		CLASS III		CLASS IV	
1	$40.19	$42,200	$41.97	$44,071	$46.24	$48,549	$47.42	$49,792
2	$41.26	$43,325	$43.04	$45,196	$47.36	$49,727	$48.52	$50,949
3	$42.17	$44,277	$44.03	$46,234	$48.40	$50,820	$49.54	$52,020
4	$43.02	$45,174	$44.90	$47,143	$49.42	$51,890	$50.54	$53,069
5	$43.68	$45,866	$45.87	$48,159	$50.44	$52,961	$51.54	$54,118
6	$44.62	$46,851	$46.83	$49,176	$51.54	$54,118	$52.62	$55,254
18	$45.60	$47,878	$47.82	$50,214	$52.53	$55,157	$53.59	$56,270
22	$46.59	$48,916	$48.84	$51,285	$53.55	$56,227	$54.59	$57,320
26	$47.62	$49,998	$49.81	$52,301	$54.50	$57,222	$55.52	$58,293

1 - 1st through 3rd year of service
2 - 4th through 6th year of service
3 - 7th through 9th year of service
4 - 10th through 12th year of service
5 - 13th through 15th year of service
6 - 16th year of service
18 - 18th year of service
22 - 22nd year of service
26 - 26th year of service

CLASS I - Standard designated subjects credential or Bachelor's Degree with appropriate credential.

CLASS II - Bachelor's Degree plus 15 semester units.

CLASS III - Bachelor's Degree plus 30 semester units or Master's Degree.

CLASS IV - Bachelor's Degree plus 45 semester units or Master's Degree plus 15 units.

Approved by
Board of Trustees
April 21, 2014

See District Website for current Salary Schedules

SWEETWATER UNION HIGH SCHOOL DISTRICT

Summer School / Intersession Salary Schedule
Effective July 1, 2007

STEP	SERVICE	Amount
1	1st through 6th year of service*	$41.83
2	7 or more years of service *	$43.82

*Years of service previously recognized by the district.

International Academy Summer Program **$9,916.00**

See District Website for current Salary Schedules

SWEETWATER UNION HIGH SCHOOL DISTRICT

OTHER HOURLY RATES

Effective July 1, 2007

STEP	CLASS I	CLASS II	CLASS III
1	$42.47	$44.32	$48.78
2	$43.60	$45.47	$50.00
3	$44.55	$46.52	$51.12
4	$45.45	$47.43	$52.20
5	$46.14	$48.46	$53.27
6	$47.13	$49.47	$54.43
18	$48.18	$50.51	$55.48
22	$49.24	$51.58	$56.56
26	$50.29	$52.61	$57.58

STEP 1	-	1st through 3rd year of service
STEP 2	-	4th through 6th year of service
STEP 3	-	7th through 9th year of service
STEP 4	-	10th through 12th year of service
STEP 5	-	13th through 15th year of service
STEP 6	-	16th year of service
STEP 18	-	18th year of service
STEP 22	-	22nd year of service
STEP 26	-	26th year of service

CLASS I	Standard designated subjects credential or Bachelor's Degree with appropriate credential.
CLASS II	Bachelor's Degree plus 15 semester units.
CLASS III	Bachelor's Degree plus 45 semester units or Master's Degree plus 15 units.

**Excludes ADULT and ROP hourly rates*

Approved by
Board of Trustees
December 12, 2005

See District Website for current Salary Schedules

SWEETWATER UNION HIGH SCHOOL DISTRICT

ROP

Effective July 1, 2007

STEP	CLASS I	CLASS II	CLASS III
1	$38.56	$40.26	$44.29
2	$39.58	$41.28	$45.42
3	$40.47	$42.23	$46.41
4	$41.27	$43.08	$47.41
5	$41.91	$44.00	$48.38
6	$42.81	$44.93	$49.44
18	$43.75	$45.88	$50.39
22	$44.70	$46.82	$51.34
26	$45.66	$47.78	$52.27

STEP 1	-	1st through 3rd year of service
STEP 2	-	4th through 6th year of service
STEP 3	-	7th through 9th year of service
STEP 4	-	10th through 12th year of service
STEP 5	-	13th through 15th year of service
STEP 6	-	16th year of service
STEP 18	-	18th year of service
STEP 22	-	22nd year of service
STEP 26	-	26th year of service

CLASS I	Standard designated subjects credential or Bachelor's Degree with appropriate credential.
CLASS II	Bachelor's Degree plus 15 semester units.
CLASS III	Bachelor's Degree plus 45 semester units or Master's Degree plus 15 units.

Approved by
Board of Trustees
December 12, 2005

See District Website for current Salary Schedules

APPENDIX C-10

SWEETWATER UNION HIGH SCHOOL DISTRICT
Salary Schedule for Children's Center Permit Teachers
Effective July 1, 2007

STEP	SERVICE	CLASS I	CLASS II
1	1st through 3 years of experience	$19.98	$24.97
2	4+ years of experience	$21.56	$26.61

Class I — Children's Center Permit or greater with less than a Bachelor's Degree.
Class II — Bachelor's Degree or greater with certification to authorize service as a Children's Center Permit Teacher.

Approved by
Board of Trustees
December 12, 2005

See District Website for current Salary Schedules

SWEETWATER UNION HIGH SCHOOL DISTRICT

SALARY SCHEDULE FOR 205 DAY TEACHERS
LEARNING CENTERS & ALTA VISTA ACADEMY
Effective July 1, 2013

Elimination of Furlough Days

STEP	CLASS A	CLASS B	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1	45,481	45,481	45,481	48,552	51,623	54,694	57,765	60,836	63,907
2	47,726		47,726	50,797	53,868	56,939	60,010	63,081	66,152
3	49,971		49,971	53,042	56,113	59,184	62,255	65,326	68,397
4	52,216		52,216	55,287	58,358	61,429	64,500	67,571	70,642
5	54,461		54,461	57,532	60,603	63,674	66,745	69,816	72,887
6			56,706	59,777	62,848	65,919	68,990	72,061	75,132
7			58,951	62,022	65,093	68,164	71,235	74,306	77,377
8			61,196	64,267	67,338	70,409	73,480	76,551	79,622
9			63,441	66,512	69,583	72,654	75,725	78,796	81,867
10			65,686	68,757	71,828	74,899	77,970	81,041	84,112
11			67,931	71,002	74,073	77,144	80,215	83,286	86,357
12					76,318	79,389	82,460	85,531	88,602
13						81,634	84,705	87,776	90,847
14							86,950	90,021	93,092
15							89,195	92,266	95,337
*18							91,440	94,511	97,582
*22							93,685	96,756	99,827
*26							95,930	99,001	102,072

-OVER-

See District Website for current Salary Schedules

APPENDIX D

SWEETWATER UNION HIGH SCHOOL DISTRICT

REQUEST FOR ADDITIONAL TEACHING HOURS

DIVISION OF ADULT EDUCATION

M E M O R A N D U M

DATE: _____

TO: Director of Adult Education _____

Principal, Chula Vista Adult _____

Principal, Montgomery Adult _____

Principal, National City Adult _____

Principal, San Ysidro Adult _____

FROM: _____ Print)

RE: **REQUEST FOR ADDITIONAL TEACHING HOURS**

Present Teaching Hours _____ Guaranteed Teach Hours _____

Credential(s) held _____

_____

Subjects presently teaching _____

_____

In addition, I am credentialed and willing to teach the following subject _____

_____

Days and hours I am available to teach _____

_____ _____

Signature Site(s)

Home Phone (with area code) _____

I HAVE RECEIVED YOUR REQUEST FOR ADDITIONAL HOURS AND PUT IT ON FILE.EFFECTIVE FOR:
SEMESTER _____, 20_____-20_____SCHOOL YEAR.

_____ _____

Principal's Signature Date

APPENDIX E

SWEETWATER UNION HIGH SCHOOL DISTRICT

REDUCTION OF TEACHING HOURS

DIVISION OF ADULT EDUCATION

M E M O R A N D U M

DATE: _____

TO: PRINCIPAL OF:

CHULA VISTA ADULT _____

MONTGOMERY ADULT _____

NATIONAL CITY ADULT _____

SAN YSIDRO ADULT _____

RE: ***REDUCTION OF TEACHING HOURS***

A. I would like to voluntarily reduce the number of teaching hours assigned to me for the

Fall or Spring (CIRCLE ONE) semester during the 20_____-20_____ school year. I agree to work a maximum of _____ hours per week during this semester.

B. I acknowledge the reduction in the number of teaching hours initially assigned to me for the

Fall or Spring (CIRCLE ONE) semester during the 20_____- 20_____ school year. I agree to work a maximum of _____ hours per week during this semester.

TEACHER _____ _____

Print Name Signature

APPROVED BY PRINCIPAL _____

PRINT NAME

_____ _____

Signature Date

WHITE Director and/or Principal
YELLOW Employee
PINK Personnel Services

FORM #A-18

SWEETWATER
UNION HIGH SCHOOL DISTRICT

APPENDIX F

SAFETY REPORT

_____ _____

Site **Date**

SAFETY SUGGESTIONS/ REPORT OF UNSAFE CONDITIONS

Unit Member's Name
Principal / Supervisor
NOTIFICATION
On _____, I notified my principal/supervisor of the following safety suggestions, unsafe working conditions, facilities, and/or equipment: _____ _____ _____ _____
DISTRICT RESPONSE
The District: ☐ **Agrees** ☐ **Disagrees** **with this initial assessment based on the following findings:** _____ _____ _____ _____ _____ **The District shall forward a copy of this form to the Chapter President and the Director of Risk Management or his/her designee.**
REMEDIATION PLAN
_____ _____ _____ _____

PLEASE NOTE: Responses are required within five (5) days.

Site Principal/Supervisor _____ _____

Information Transferred to the Site Injury/Illness Prevention Committee Meeting Minutes: _____

SWEETWATER UNION HIGH SCHOOL DISTRICT

DONATION OF SICK LEAVE FORMS

REQUEST FOR CATASTROPHIC LEAVE DONATIONS

Employees who are suffering a long-term illness or disability and expect to exhaust all paid leave may request donated sick leave.

Absent Employee's Name _____ SS# _____-____-_____

Absent Employee's Job Title_____ Absent Employee's Work Site

Please circle bargaining unit/group: SEA SCGA NAGE MASD CSEA CONFIDENTIAL

Phone Number where employee or designee can be reached _____

If absent employee cannot be contacted, name of person (designee) requesting _____

*Number of days requesting _____

*A statement from the licensed treating physician MUST be attached defining:

- The severity of the injury/illness
- Expected duration of disability
- Name, address and phone number of physician

Employee HIPAA Authorization (For the use and/or disclosure of protected health information as it relates to determining eligibility for Catastrophic Leave donation with terms of the federal HIPAA privacy regulations, 45 C.F.R. 164.508 and the Confidentiality of Medical Information Act, Cal. Civ. Code 56 et seq.) My authorization for use or disclosure of medical information is to be used exclusively in determining my request. I authorize information to be shared with the District and employee Association Catastrophic Leave Committee for determining approval of such leave. I further understand that I may revoke this authorization at any time. My revocation must be in writing and received by Benefits Office of Sweetwater Union High School District.

_____ _____

Signature of Employee/Designee Date

☐Approved Days to be applied _____ ☐ Disapproved

_____ _____

District Signature/Title Date

_____ _____

Employee Representative Signature/Title Date

SUBMIT FORM TO BENEFITS OFFICE

Revised 1/06

SWEETWATER UNION HIGH SCHOOL DISTRICT

DONATION OF ACCRUED LEAVE FOR CATASTROPHIC LEAVE BANK

Name of Employee Donating _____ SS#_____-_____-_____

Job Title_____ Work Site_____

Hours worked per day_____

Number of days to be *donated (please circle) 1 2 3 4 5 6

Please circle bargaining unit/group: SEA SCGA NAGE MASD CSEA CONFIDENTIAL

*Donation of accrued leave shall not impact eligibility for perfect attendance

Donation of Accrued Leave for catastrophic illness or injury:

- I understand that I may voluntarily donate a maximum of six (6) days per year from my accumulated accrued leave, provided I have twenty (20) days of accrued leave remaining at the time of the donation.
- I understand this donation is irrevocable and I agree to indemnify and hold harmless the District from any loss or damages resulting from this program.
- I understand that my accrued leave will be used by an employee who has suffered a catastrophic illness/ injury and has exhausted all paid leaves. I further understand that the confidentiality between participants will be maintained.

_____ _____

Employee Signature Date

Forward to Payroll. Copy will be returned to you after deduction has been made.

From the Payroll Department:

As identified above, _____ day(s) have been deducted from your accrued leave which leaves your balance at: _____.

_____ _____

Payroll Signature Date

SUBMIT FORM TO PAYROLL

Revised 1/06

APPENDIX H

PHYSICIAN'S STATEMENT

SWEETWATER UNION HIGH SCHOOL DISTRICT

Physician's Statement of Temporary Disability/Ability to Work

Name of Employee _____ Site/Department _____ Job Title _____

☐ Employee was seen at this office on _____

☐ Employee is disabled from _____ through _____

☐ Employee is/was released to return to REGULAR work on _____

☐ Employee is/was released to *limited work from _____ through _____

*LIMITED WORK: PLEASE 'CHECK' THOSE TASKS THAT EMPLOYEE CAN PERFORM

Carrying		Other		Working Conditions	
Up to 10 lbs	☐	Twisting the body	☐	Exposure to direct sunlight	☐
11-24 lbs	☐	Bending	☐	Exposure to outside temperature	☐
25-50 lbs	☐	Stooping	☐	Exposure to dampness or water	☐
51-100 lbs	☐	Squatting	☐	Walking on rough terrain	☐
		Crawling	☐	Exposure to dust, fumes & gases	☐
Lifting		Shoveling or digging	☐	Exposure to heights	☐
Up to 10 lbs	☐	Running	☐	Exposure to chemicals	☐
11-24 lbs	☐	Climbing ladders	☐	Being around moving machinery	☐
25-50 lbs	☐	Operating foot controls	☐	Face to face contact with public	☐
51-100 lbs	☐	Driving heavy equipment	☐	Continued client contact	☐
		Pulling	☐		
		Pushing	☐		
		Reaching above shoulder level	☐		

Can Use Hands For Repetitive Actions Such As:

		Simple Grasping	Pushing & Pulling	Fine Manipulation
A	Right	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
B	Left	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Number of Hours in Any One 8-Hour Day This Employee is Capable of:
Sitting _____ Standing _____ Walking _____

If a Drug is Prescribed, will it Affect Safe Operation of a Motor Vehicle? ☐ Yes ☐ No
Will the Drug Affect Other Duties? ☐ Yes ☐ No Explain _____

Limited Duty Can Be: ☐ Full-Time
☐ Part-Time Number of days per week _____ Number of hours per day _____

DOCTOR' S COMMENTS _____

PHYSICIAN'S NAME _____ OFFICE PHONE _____

OFFICE ADDRESS _____

FORM #8526

WHITE: Human Resources
CANARY Supervisor
PINK Employee

APPENDIX I

COMMITTEES

ARTICLE 4	**Adult Schools, Section 4.9**
ARTICLE 7	**Class Size, Section 7.7**
ARTICLE 15	**Extra Service Assignments**
ARTICLE 16	**Faculty Advisory Committee, Section 16.6**
ARTICLE 18	**Health and Welfare Benefits, Section 18.11**
ARTICLE 22	**Leaves, Section 22.10.F**
ARTICLE 31	**Safety Conditions of Employment, Section 31.11**
ARTICLE 33	**Summer School/Intersession, Section 33.5**

SWEETWATER
UNION HIGH SCHOOL DISTRICT

APPENDIX J

☐ SWEETWATER EDUCATION ASSOCIATION/CTA/NEA (SEA)

☐ SWEETWATER COUNSELING & GUIDANCE ASSOCIATION/CTA/NEA (SCGA)

FIVE (5) YEAR EVALUATION CYCLE

PARTICIPATION FORM

NAME _____ Social Security # _____

SITE _____ DATE _____

☐ Permanent District Status

☐ Employed with District ten (10) or more years

☐ Highly qualified as defined by 20 U.S.C. Sec 7801 (NCLB), if necessary

Date of Last Evaluation _____

I understand that participation in this program is voluntary, must be mutually agreed to by the unit member and the evaluator, and that either party may withdraw participation during the five (5) years in accordance with the collective bargaining agreement.

Evaluator's Name _____(print)

Evaluator's Signature _____

Unit Member's Signature _____

Copies:

Site File
Unit Member
Labor Relations

Form # 4000

SIGNATURE PAGE

This Agreement is approved by the Sweetwater Education Association/CTA/NEA, the exclusive representative of the teacher unit, on May 2, 2014, and attested to by the following signatures:

Lian Shoemake, Executive Director

Roberto Rodriguez, SEA President

Sandra Finkelberg, Bargaining Chair

Colleen Cooke-Salas, Bargaining Representative

Ola Hadi, Bargaining Representative

Jennifer Young, Bargaining Representative

Ben Cassel, Bargaining Representative

Jason Leichter, Bargaining Representative

This Agreement is approved by the Sweetwater Union High School District Board of Trustees on April 21, 2014, and attested to by the following signatures:

Jim Cartmill, Board President
Sweetwater Union High School District

John McCann, Board Vice President

Bertha Lopez, Board Member

Edward M. Brand, Ed. D., Superintendent

Deanne Vicedo, Clerk of the Board