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AGREEMENT

BETWEEN

SWEETWATER UNION HIGH SCHOOL DISTRICT

AND

SWEETWATER EDUCATION ASSOCIATION/CTA/NEA

1986-87

1987-88

1988-89

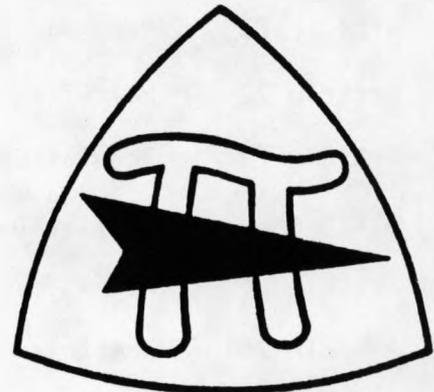


TABLE OF CONTENTS

Article 1	Agreement.....	1
Article 2	Recognition.....	1
Article 3	Negotiation Procedures.....	1
Article 4	Concerted Activities.....	3
Article 5	Association Rights.....	3
Article 6	Professional Dues and Service Fee.....	5
Article 7	Consultation Rights.....	6
Article 8	Grievance Procedure.....	7
Article 9	Nondiscrimination.....	11
Article 10	Just Cause Discipline.....	11
Article 11	Just Cause Suspension.....	12
Article 12	Unit Member Layoffs/Dismissals.....	15
Article 13	Transfer.....	15
Article 14	Reassignment.....	19
Article 15	Evaluation.....	19
Article 16	Safety Conditions of Employment.....	22
Article 17	School Calendars.....	24
Article 18	Duty Hours.....	25
Article 19	Class Size.....	27
Article 20	School Curriculum Committee.....	28
Article 21	Part-Time Employment Plan.....	30
Article 22	Half-Time Employment.....	32
Article 23	Regular Day Summer School.....	33
Article 24	Adult Schools.....	36
Article 25	Wages.....	41
Article 26	Health and Welfare Benefits.....	41
Article 27	Extra Service Assignments.....	43

Article 28	Replacement or Repair of Employee's Personal Property.....	45
Article 29	Employee Assistance Program.....	46
Article 30	Leaves.....	47
Article 31	Credential Incentive Program.....	55
Article 32	Parent Complaint Procedure.....	56
Article 33	Mentor Teacher Program.....	57
Article 34	Assignments.....	62
Article 35	California Teacher Instructional Improvement Program.....	64
Article 36	Savings/Miscellaneous Provisions.....	65
Appendix A:	Grievance Report Forms.....	66
Appendix B:	Evaluation Procedures.....	70
	Appendix B-1, Evaluation Worksheet.....	75
	Appendix B-2, Performance Evaluation Addendum.....	76
	Appendix B-3, Summary Evaluation Report.....	77
	Appendix B-4, Adult School Teacher Unit Evaluation Report.....	78
Appendix C:	Salary Placement and Salary Reclassification.....	79
Appendix D:	Salary Schedules.....	82
	Appendix D-1, Salary Schedule Regular Day School Certificated Unit Members.....	83
	Appendix D-2, Other Certificated Salary Rates.....	85
	Appendix D-3, Salary Schedule Extra Pay for Extra Services --High School.....	87
	--Junior High School.....	88
	Appendix D-4, Salary Schedule Extra Pay for Extra Services Nonathletic.....	89
	Appendix D-5, Adult School Salary Schedule and Summer School Adult School Salary Schedule..	90
	Appendix D-6, Salary Schedule for Home Tutors, R.O.P. and V.E.A. Teachers.....	91
	Anniversary Increment.....	92
	Appendix D-7, Application for 17-, 21-, or 25-year Certificated Anniversary Increment.....	93
	Appendix D-8, Extra Services Compensation.....	94
Appendix E:	Wages/Benefits Formula.....	95
Approval of Agreement.....		102

ARTICLE 1

AGREEMENT

- 1.1 This Agreement is entered into this 17th day of October 1985. 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/CTA/NEA, hereinafter called the "Association", an employee organization.
- 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, subject to reopening provisions specified in the Agreement, from the date of final ratification up to and including June 30, 1989.

ARTICLE 2

RECOGNITION

- 2.1 Recognition - The Board hereby recognizes the Association as the certified 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: day school classroom teachers (junior and senior high school), adult school classroom teachers (hourly), school librarians, school nurses, speech therapists, home teachers, categorically funded teachers, district division chairpersons, associated student body advisors, district resource teachers, district curriculum specialists, resource teachers, language assessment specialist, special projects education leaders.

ARTICLE 3

NEGOTIATION PROCEDURES

- 3.1 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 counterproposals, with respect to any matter not reserved by law

from compromise through negotiations and that the understandings and agreements 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.

3.2 A. The parties shall be obligated to reopen negotiations only on the following subjects and only under the terms listed in those articles:

1. Article 25, Wages and Appendix E
2. Article 26, Health and Welfare Benefits and Appendix E
3. As otherwise provided for in the Agreement

It is understood by the parties that if one provision of this Agreement is required to be reopened by the terms of this Agreement, this reopening does not require the reopening of any other provision in this Agreement unless specifically provided for by that provision. Example: If the wages formula is reopened, only that formula is reopened.

B. 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 of Trustees 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. The annual passage by the California Legislature and its approval by the Governor of the School Finance Legislation, does not activate a reopener of this Agreement unless it is specifically provided in the reopener provisions of Appendix E.

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

3.4 In the year in which this Agreement expires, the parties agree to meet and negotiate in good faith in accordance with the Educational Employment Relations Act. The Association shall make its initial proposal to the Board between February 1, 1989 and March 1, 1989. Following compliance with the Public Notice Provisions of the Act, negotiations will begin. Any Agreement reached, pursuant to the E.E.R.A., by the parties shall be reduced to writing and signed by them.

ARTICLE 4

CONCERTED ACTIVITIES

- 4.1 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.
- 4.2 During negotiations on contract reopeners pursuant to Article 3, Negotiation Procedures, this Article is not in effect.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 Right 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 Civic Center usage.
- 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 nonduty hours. 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 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.

5.2 Bulletin Boards

The Association shall have the right to use at least one 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.

5.3 Daily Bulletin

Space shall be provided in the staff information portion of official school bulletins for brief announcements of meetings of the Association. 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 4, Concerted Activities.

5.4 School Mail and School Mailboxes

- A. The Association may use the District mail service when materials emanate from the Association office for communication to 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 sent in the District mail. A courtesy copy of nonconfidential, generally distributed items will be given to the Director of Employer-Employee Relations at the appropriate time of distribution.
- B. An Association representative is authorized to place materials in unit members' 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 for the distribution of Association materials within each school and/or at the District Administration Center either placing the materials in individual mailboxes, the inter-school mail service, or by personal delivery.

5.5 Released Time For Association Activities

- A. The Association shall have the right to receive up to twenty (20) 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

The District's Released Time Request Form, signed by the President or designee of the Association, must be submitted to the immediate supervisor of each unit member to be released the day before the requested released time. This requirement may be waived by the Superintendent or designee in special situations. Except for unusual circumstances, the request shall be granted by the Superintendent or his/her designee.

(2) Length Of Released Time

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

(3) Designation of Released 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 released time at Association expense up to a maximum of twenty (20) days per school year. Such released time shall be granted in accordance with Sections 5.5.A.1 of this Article. The Association shall within ten (10) duty days, 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.
- 5.6 The Association shall be provided any public information reasonably required and requested such as class size, statistical reports, budgetary information, and other information which is pertinent to the unit members.
- 5.7 Names and addresses of all members of the unit (who voluntarily provide such information to the District) shall be provided to the Association at a reasonable cost as soon as is practicable after the information is available to the District.
- 5.8 Released Time - Association Officials. The Association President and up to one (1) additional officer, as identified by the Association, shall be granted a half-time teaching assignment. The District shall pay the officers salary and fringe benefits, and the Association shall reimburse the District for fifty percent (50%) of the amount of said salaries and benefits. Leave shall be in accordance with Education Code Section 44987 and may be granted on a yearly basis or on a semester basis. Application for leave shall be submitted sixty (60) calendar days prior to the beginning of leave. Timelines may be waived by mutual Agreement between the parties.
- 5.9 The District will maintain an Association mailbox at the District Administration Center.

ARTICLE 6

PROFESSIONAL DUES AND SERVICE FEE

- 6.1 Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the District 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 during the period July 1 to July 30 of any year of this Agreement. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorizations after the commencement of the school year shall be appropriately prorated, commencing with the month of employment, or month of beginning membership.
- 6.2 With respect to all membership dues or agency service fees deducted by the Board pursuant to this Article, the Board agrees to remit promptly such monies to the Sweetwater Education Association accompanied by a list of unit members for whom

such deductions have been made, and indicating any changes in personnel from the list previously furnished. The Sweetwater Education Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of the implementation of this subsection.

- 6.3 The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 Bargaining unit members with payroll authorizations 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.
- 6.8 The District shall deduct an agency service fee from the wages of all employees who have elected not to join the Association and who have not paid an agency service fee directly to the Association. The amount of the agency service fee must not exceed regular Association dues. Any employee who has elected not to join the Association has the right to pay the agency service fee in a lump sum payment directly to the Association.
- 6.9 Notwithstanding any other provision of this Article, any teacher 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 employee is required, in lieu of payment of the service fee to the Association, to pay an amount equal to the current Association's service fee to any nonreligious, nonlabor 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 7

CONSULTATION RIGHTS

- 7.1 The Board recognizes the Association's right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
- 7.2 The Board further recognizes the Association's right to consult on the following matters: (1) Preschool orientation meetings; (2) Professional Growth Day(s); (3) District sponsored in-service education and any other matters mutually agreed upon, not covered in this Agreement.

- 7.3 When the Association elects to exercise its right to consult on the above mentioned matters, it may request a meeting with the Superintendent or designee. The request will be made in writing in a timely manner to the Superintendent or designee. Within ten (10) duty days, the Superintendent or 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 released time from their regular duties without salary deduction for any scheduled consultation meetings with the District in accordance with Article 5, Association Rights.
- 7.4 Consultation Rights procedures found in this Article shall be subject to the Article 8, 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 8

GRIEVANCE PROCEDURE

8.1 Definitions

- A. A "grievance" is a written claim by a unit member, or group of unit members, that there has been a violation, misinterpretation, or misapplication of the Agreement which adversely affects the unit member or group of unit members.
- B. A "grievant" is a unit member, or group of unit members, making the claim. The Association is limited to acting as the grievant for Article 5, Association Rights; Article 6, Professional Dues and Service Fee. Only the Association may grieve Appendix E.
- C. "Duty day" is a day when the District office is open for business.

8.2 Purpose

- A. The purpose of this grievance procedure is to secure, at the Administrative 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.

8.3 Procedure

A. Informal Level

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

B. Level I - School Principal/Immediate Supervisor

If the grievance is not settled during the informal 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/supervisor, to the Association site representative, and to the President of the Association. A grievance should be filed within twenty-six (26) duty days after the act or omission being grieved 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 the provision(s) of these Articles which are alleged to have been violated, misapplied, or misinterpreted.
- (3) A listing of specific remedy sought.

Within six (6) duty days following receipt of the written grievance, the principal/supervisor shall meet with the grievant and an Association representative, if requested by the grievant or the Association.

The principal/supervisor shall within six (6) duty days after meeting with the grievant, render a written decision and the reasons therefore, in writing, to the grievant and the Association.

C. Level II - Director of Employer-Employee Relations

If the grievance is not settled during the Informal/Level I step and the grievant wishes to continue to grieve the matter, he/she shall present the grievance in writing on the appropriate form to the Director of Employer-Employee Relations, to the Association site representative, and to the President of the Association within ten (10) duty days from issuance of the decision at Level I. Within eight (8) duty days following receipt of the written grievance, the Director of Employer-Employee Relations shall meet with the grievant and an Association representative, if requested by the grievant or the Association. The Director of Employer-Employee Relations within eight (8) duty days after meeting with the grievant, shall render a written decision to the grievant and the Association.

D. 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 eight (8) duty days as required in Level II by the Director of Employer-Employee Relations, the grievant may request that the

Association initiate arbitration proceedings within twenty (20) duty days, following the Level II decision or the expiration of timelines for the Director's decision.

- (2) If arbitration is initiated by the Association, the Association and the Director shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within seven (7) 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. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association 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. 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.
- (3) The arbitrator's decision will be in writing and will set forth to all parties his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or 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.

8.4 Rights Of Teacher To Representation

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.

8.5 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 Director of

Employer-Employee Relations and the Association directly, and the processing of such grievance will be commenced at Level II. Transfer grievances may be referred by the Director to the appropriate personnel 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.

8.6 Released Time For Processing Grievances

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

8.7 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 when in effect, provided that the District shall not agree to 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 11 - Just Cause Suspension
- B. Article 12 - Teacher Dismissal/Layoff

8.8 Mediation Of Grievances

Nothing in these procedures shall be construed as prohibiting the mediation of grievances if mediation is mutually agreed to between the District and the Association.

8.9 Site Grievance Representative

The principal shall meet monthly with the site grievance representative to discuss local school site matters.

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

8.11 Interest Arbitration

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

ARTICLE 9

NONDISCRIMINATION

- 9.1 The Board shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, sexual preference, national origin, political affiliation not prohibited by law, domicile, marital status, physical handicap, work site, or membership in any employee organization.
- 9.2 Nothing in this Article shall prohibit the District from abiding by local, state, and federal statutes, orders or directives.
- 9.3 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 10

JUST CAUSE DISCIPLINE

- 10.1 The District shall not maintain any record of disciplinary action unless (a) the employee has been given ten (10) calendar days to respond to such disciplinary action, and (b) the employee within the ten (10) calendar 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.
- 10.2 For purposes of this Article the term "disciplinary action" shall be defined as written reprimands and 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 warnings, directives, evaluations, or discipline under Article 11, Just Cause Suspension.
- 10.3 Disciplinary action as defined in this Article shall be only for just cause.
- 10.4 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 8, Grievance Procedure).

- 10.5 Either the District or the Association may consolidate two (2) or more grievances filed by an employee concerning disciplinary actions under this Article.
- 10.6 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.
- 10.7 No additional challenge or complaint can be made against any disciplinary action under the Article if an 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.
- 10.8 The District shall make every reasonable effort to maintain the confidentiality of any written discipline.

ARTICLE 11

JUST CAUSE SUSPENSION

- 11.1 This Article was entered into pursuant to Section 3543.2(b) of the Government Code. This Article does not include the termination of any permanent teacher and, except for Section 11.5, does not include the implementation of any section of the Education Code concerning the suspension or termination of any certificated employee.
- 11.2 An employee in the bargaining unit may be disciplined by the District only for just cause. The term "discipline" shall mean suspension without pay for up to and including fifteen (15) days and loss of extra compensation. The term "discipline" specifically does not include adverse or negative evaluations, warnings, directives and the implementation of other Articles in the Agreement such as the denial of any leave. The discipline 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 discipline. A reasonable effort will be made to administer verbal reprimands in private.
- 11.3 Prior to the taking of discipline, the Superintendent or his/her designee, shall give written notice to the employee. This written notice of proposed disciplinary 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 discipline may commence. Loss of compensation in all cases may occur after the fifteenth (15th) 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 11.2. 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 disciplinary 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 disciplinary action is based.
- C. The specific disciplinary action proposed and effective date(s).
- D. The cause(s) or reason(s) for the specific disciplinary 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 case.
- H. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is final. The statement shall indicate that the proposed disciplinary 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 within fifteen (15) calendar days after the date the written notice of proposed disciplinary action was served.

11.4 The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within fifteen (15) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for 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 discipline. 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 nonrequesting party may receive a copy of the recording by paying one-half ($\frac{1}{2}$) 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 make every reasonable effort to make suspension confidential.
- 11.5 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 discipline provided for the Section 11.2 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 Sections 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 not later than March 15 in the case of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Section 11.3. 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 11.4

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.

11.6 This article supercedes the suspension section provided for in the Education Code.

ARTICLE 12

UNIT MEMBER LAYOFFS/DISMISSALS

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

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

ARTICLE 13

TRANSFER

13.1 Definitions

For the purpose of transfer within the Sweetwater Union High School District, the following definitions will hold: A "transfer" is defined as a change in regular assignment from one day school or site to another day school or site within the District. A "voluntary transfer" is one initiated by a unit member with permanent classification and those probationary unit members in their last semester of probationary status in the regular day school program in the District. An "involuntary transfer" is one initiated by the District due to declining enrollment, 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. A "vacant position" means a full-time position which is not assigned to a permanent or probationary employee; it shall not include temporary positions. An "open position" is a full year position created by a noncompensated leave of absence for a full year or more. A "temporary teacher" is a teacher employed by the District to serve in a temporary capacity as authorized under provisions of the Education Code. "Seniority" is defined as the following in order of importance: (a) longest number of years of District seniority as defined by the Education Code; (b) longest number of years of service with the school or site; (c) longest number of years of service with the department.

13.2 Voluntary Transfer

- A. The District shall provide to the Association and post on bulletin boards at all sites a list of the established vacant and open positions in accordance with the following procedures:
1. Postings will be made the first working day of April, May, June, July, August; and on the 15th day of May and June.
 2. Any resignation or retirement after August 1 posting which creates a vacant position will be posted September 1; any resignation or retirement after September 1 posting and prior to December 31, which creates a vacant position will be posted during the second week of January for Semester II. However, any vacant position created by filling positions posted for September 1 and for Semester II will not be subject to posting.
 3. Posting dates other than those identified will be at the discretion of the District.
 4. All postings shall be for a minimum of six (6) duty days and shall contain a closing date for submitting requests for transfer.
 5. No assignment to fill the vacant or open positions shall be made until after the closing date.
 6. 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. Temporary positions of less than one (1) full year will not be subject to posting.
 7. Each posting must contain information on work location, subject areas to be taught, required credentials and special qualifications, if applicable.
 8. On site unit members who are eligible and who file timely applications will be interviewed for posted positions at their sites and will be given first consideration for the position. First consideration does not guarantee selection to the position.
- B. Unit members who desire a transfer to a posted vacant or open position may file a transfer application with the Division of Personnel Services. Principals will be informed as to the transfer requests applicable to the openings at their schools. They will examine the personnel files of the transfer candidates and will screen applicants for interviewing. The following criteria shall be used by the principal in selecting unit members for voluntary transfer:
1. Major/minor/credential;
 2. Affirmative action policy/O.C.R./state or federal laws and/or guidelines and directives;
 3. Bilingual credential or certificate of competence;

4. Seniority;
5. Balance of staff; (supervision: men-women--shower/locker facilities);
6. Extra service needs (as a tie-breaker).

If there are fewer than six (6) applicants for transfer, all qualified applicants shall be interviewed. If there are more than five (5) qualified applicants, a minimum of five (5) will be interviewed including the two (2) with the highest District-wide seniority.

- C. Regular day school unit members granted full year noncompensated leaves will not have rights to return to the same position or site.
- D. All regular day school unit members on a leave of absence of a full year or more may apply for posted positions.
- E. The unit member who is interviewed but is not selected for the vacant position shall be notified by the Division of Personnel Services.
- F. After each Board meeting, the Association shall be provided the employment, change of status, and separations of certificated personnel.
- G. During the summer months, 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 during the summer months prior to school beginning.

13.3 Involuntary Transfer

- A. If a reduction of staff be necessary at a school site, the principal shall determine the staffing needs of the school site. When an involuntary transfer is necessary at the school site, 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 has determined the area(s) of subject(s) reduction(s), the following seniority system shall be considered to identify the involuntary transfer(s): (1) longest number of years of District seniority as defined by the Education Code; (2) longest number of years of consecutive service at the school or site; (3) longest number of years of service with the department; and (4) the District's ability to place the involuntary transfer(s) at another site.
- B. Regular day school involuntary transfers 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. All regular day school site members identified by the District as involuntary transfers may apply for posted positions for which they qualify; however, following the posting period, the District may place, in accordance with the needs of the District, unit members identified as involuntary transfers into positions.

D. 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.

13.4 Should a determination be made by the Superintendent, or his/her designee, that a transfer is necessary for reasonable cause, such transfer may be made following a conference with the unit member(s).

13.5 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.

13.6 Return from Unpaid Leave

Excluding any other Article in this Agreement (except Article 13, Transfer), regular day school unit members who are granted full year unpaid leaves of absence will not be assured of return to prior position or site from which the leave was taken. Such unit members may apply for posted vacancies for which they qualify. Following the closing date of a posting period the District may place, in accordance with the needs of the District, unit members returning from unpaid leave into positions. Unit members who intend to return from leave to serve at the start of the fall semester shall notify the Division of Personnel Services by February 15 of the calendar year in which they wish to return.

13.7 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 February 15 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 that time prevent such placement.

13.8 Notices To Association

- A. Copies of each school 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 in September. Second semester tentative master schedule shall be posted during the first week of January.
- B. Upon written request of the Association, copies of tentative master schedules shall be given to the Association no later than June 30 of each year.
- C. Upon written request of the Association, copies of tentative teacher allocations by school shall be given to the Association no later than June 30 of each year.
- D. Upon written request of the Association, a list of teachers by seniority shall be provided to the Association for all day school sites by June 15 of each year.

This section shall not be subject to the grievance procedure but the provisions of providing this information is subject to Article 8, Grievance Procedure.

ARTICLE 14

REASSIGNMENT

14.1 Reassignments

Definition - A reassignment is defined as a change of subject area (i.e., Math, English, Speech, Life Sciences, Physical Sciences, History, Behavioral Science, Foreign Language) within a particular day school or site.

14.2 For the development of teaching assignments at the site for the ensuing year:

- A. Each faculty member may submit a Teacher Preference Form setting forth the teachers' desire for a teaching assignment for the ensuing year by April 1 to the principal.
- B. A tentative draft of each departments' teaching assignments 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 in developing the teaching assignments.

14.3 Principals shall consult with affected unit members prior to making reassignments for the second semester.

14.4 Reassignments shall not be made in an arbitrary and capricious manner.

ARTICLE 15

EVALUATION

15.1 The performance of each day school unit member shall be evaluated in writing by an administrator in accordance with Education Code Sections 44660-44665 and the Evaluation Procedures, which is part of this Agreement and is included in Appendix B.

15.2 The performance of each teacher employed on an hourly basis, shall be evaluated in writing by his/her principal/supervisor who shall use the evaluation form in Appendix B-4. It is understood that subsections 15.1, 15.4, 15.5, 15.6 and 15.13 of this Article do not apply to these categories of teachers. The principal/supervisor or designee who evaluates these unit members shall:

- A. Evaluate the work of the unit member in terms of classroom observation and description.
- B. Hold a conference with the unit member to review the evaluation.

- C. The evaluation of an employee serving in hourly teaching assignments referred to in this subsection shall be used only for determining the employee's employment status in these hourly assignments.
- 15.3 Probationary and temporary unit members shall be evaluated at least once a year, no later than March 15. Permanent unit members shall be evaluated at least biennially no later than April 30 of the year in which evaluation takes place.
- 15.4 Prior to the end of the first quarter of the school year, the unit member and the evaluator shall meet to establish mutually acceptable goals and objectives upon which the evaluation will be made. At any time during the evaluation period, goals and objectives may be modified by mutual consent, if circumstances warrant.
- 15.5 The principal/supervisor or designee who evaluates the unit member shall:
- A. Evaluate the work of the unit member in terms of the unit member's job description and stated objectives.
 - B. Hold a conference with the unit member to review the evaluation described in "C" below to the submission of the written evaluation described in 15.8 below.
 - C. Provide a written evaluation to the unit member of his/her progress toward achieving the unit member's written objectives.
- 15.6 During each evaluation period there shall be one (1) formal observation, with additional formal observations as mutually agreed upon, which shall be arranged by the evaluator and unit member at least one (1) instructional day in advance of the formal observation. The unit member shall, unless otherwise mutually agreed upon, submit to the evaluator a statement of lesson goals and objectives for his/her review prior to the visitation. A change in the formal observation date may be requested by either the unit member or the evaluator, if necessary. It is recognized that administrators may make nonscheduled/informal observations. The Association and the District agree that the requirements of this Section may be waived for nonclassroom assignments.
- 15.7 Within two (2) weeks after any observation, an evaluation conference may be requested by either party.
- 15.8 Prior to March 15 (probationary/temporary) or April 30 (permanent) a summary evaluation conference will be held during which time the evaluator and unit member shall review the evaluation in order to discuss its final wording. The evaluation will be signed by the evaluator and the unit member. The signing by the unit member does not mean agreement or disagreement with the evaluation, but an acknowledgment that the evaluation has been reviewed. If an evaluation is "unsatisfactory" or "needs improvement" the evaluator(s) 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.
- 15.9 Deficiencies cited in the written evaluation should be discussed with the unit member. Reasonable time should be allowed for cited deficiencies to be corrected. Both unit member and evaluator shall take appropriate action to correct significant deficiencies. If circumstances warrant, such action may include:

- A. Specific recommendations by the evaluator
- B. Observations of other teachers
- C. Assistance from District resources
- D. In-service training as mutually agreed upon between unit member and principal.

15.10 If subsequent remedial action does eliminate the deficiencies, such improvement shall be properly noted as soon as possible in an appropriate addendum to the unit member's file.

15.11 A unit member has the right to include an addendum to any written evaluation.

15.12 Unit members may be evaluated, including the establishment of objectives, at any time when concerns are documented by the principal/supervisor that a supplemental evaluation would be deemed valuable to the unit member.

15.13 A unit member beginning service at times other than the beginning of the school year, will be evaluated at a time sequence other than as stated in Sections 15.3, 15.4 and 15.8. However, the unit member will be given, if requested, a minimum of five (5) weeks to establish his/her objectives and an additional ten (10) weeks to meet those objectives.

15.14 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.

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: (a) were obtained prior to the employment of the unit member; (b) were prepared by identifiable examination committee members; or (c) were obtained in connection with a promotional examination. 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. Information of a derogatory nature, except material mentioned in the second sentence of this Section (15.14 B.), 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.

C. A unit member shall be able to examine his/her own personnel file by making an appointment with the Division of Personnel Services. 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.

15.15 The parties agree that if the current process, exploring the development of an alternative evaluation procedure, results in a new and mutually acceptable evaluation procedure, said procedure shall be substituted for the one currently found in Article 15.

15.16 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.

ARTICLE 16

SAFETY CONDITIONS OF EMPLOYMENT

- 16.1 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. Should the situation involve student health and/or safety, unit members may be requested to assist.
- 16.2 A unit member should make a conscientious effort to notify in writing his/her principal/supervisor of known or suspected unsafe working conditions, facilities and equipment.
- 16.3 Every unit member in the District shall hold pupils to a strict account 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.
- 16.4 (a) A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section (e) below for the day of the suspension 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 school district. 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 practicable,

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 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 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, to the principal or the principal's designee for consideration of a suspension from the school. (Renumbered and Amended by Stats. 1983, Ch. 498.)
- (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. (Added by Stats. 1983, Ch. 498.)
- (e) Acts enumerated in Section 48900 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 such object, 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 defined in Section 11007 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 defined in Section 11007 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 a controlled substance, alcoholic beverage, or intoxicant.
 - (5) Committed robbery or extortion.
 - (6) Caused or attempted to cause damage to school property or private property.
 - (7) Stolen or attempted to steal school property or private property.
 - (8) Possessed or used tobacco, except as provided in Section 48901.
 - (9) Committed an obscene act or engaged in habitual profanity or vulgarity.

- (10) Unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11364 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.

No pupil shall be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance. 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:

- (1) While on school grounds.
- (2) While going to or coming from school.
- (3) During the lunch period whether on or off the campus.
- (4) During, or while going to or coming from, a school sponsored activity.

16.5 The Association will be notified when the District removes asbestos from school sites when school is in session. Permanent notices will be posted in the main office identifying the location of asbestos in each school. The site Association representative shall notify the principal if this posting notice is removed. The principal will then repost the notice. The District will provide copies of the notices to the Association.

ARTICLE 17

SCHOOL CALENDARS

17.1 The District shall establish the school calendars for 1986-87, 1987-88 and 1988-89 consistent with all other provisions in this Agreement.

17.2 The District shall not establish the school calendars without prior consultation with the Association.

ARTICLE 18

DUTY HOURS

18.1 The on-site duty hours for regular day school unit members, including librarians, shall be seven (7) hours and fifteen (15) minutes, including a duty free lunch. Unit members shall be on duty ten (10) minutes prior to the opening of school and ten (10) minutes after the end of the regular school day. The regular school day shall include a minimum of a thirty (30) minute duty free lunch period. Any required supervision of students during passing periods shall not be counted as part of a teacher's duty free lunch.

Librarians shall receive one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor.

The on-site duty hours for school nurses and unit members serving at the Administration Center shall be eight (8) hours, excluding lunch; however, their workday shall include two (2) fifteen (15) minute breaks mutually determined by the unit member and his/her principal/supervisor. If a school nurse is interrupted during his/her duty free lunch by an emergency to service a student or faculty member, the nurse will be allowed to reduce his/her duty hours that day by the amount of time lost from the nurses' lunch period; but not to exceed thirty (30) minutes. The nurse will also be allowed to schedule another duty free lunch that day.

18.2 The building principal has the right to direct and assign the work of unit members during duty hours and may extend the length of duty hours 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.
- B. Attend parent conferences as needed, unless the unit member can document 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). Supervision of students will not be made in an arbitrary and capricious manner.
- E. Participate in activities related to curriculum development (one (1) day prior notification 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. 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, that day shall be declared a minimum day for unit members. Normally, only one (1) open house will be held at each school unless specific needs require an additional open house.

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

- 18.3 The work year for regular day school unit members shall be one hundred eighty-four (184) duty days. This shall include:

- 181 instructional days
- 2 preschool days
- 1 close-of-school day

Teachers who have unused compensatory (comp) time on the books will be able to use the comp time according to the number of hours they have on the books on the last day. The following holidays and/or recess periods are recognized by the District as nonduty days/periods:

- a. Lincoln Day
- b. Holiday declared by District in lieu of Admissions Day if holiday not observed on Admissions Day
- c. Washington Day
- d. Spring recess period
- e. Memorial Day
- f. Veteran's Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Winter recess period
- j. Martin Luther King Day

Unit members who serve as high school athletic coaches shall be assigned to their coaching assignments after their regular assignment.

Unit members may be required by the District to have split assignments between or among schools. Necessary travel time will normally be included as part of their regular duty hours.

- 18.4 The duty hours of adult school ROP, VEA teachers 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.
- 18.5 Unpaid duties assigned during the teachers' duty hours outside of the preparation period and classroom teaching periods shall not be made in an arbitrary and capricious manner.
- 18.6 Classroom teachers 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 effective June, 1986. If more extended year positions are available than these are regular

SDC/SH teachers applying to fill the positions, the positions will be posted within the District. 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 program at the summer school rate of pay.

Part of the SDC/SH year 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 at SDC/SH not attending camp. Only if there is not a sufficient number of volunteers to supervise students at camp, the District may assign teachers to attend camp on the basis of least seniority in the District.

ARTICLE 19

CLASS SIZE

19.1 The allocation of regular full-time equivalent day school classroom teachers, for staffing purposes only, shall not exceed twenty-eight-to-one (28:1). This allocation shall be based on a six-period workday, and shall be calculated pursuant to administrative estimates of expected enrollments during the first week of November for the first semester and the first week of April for the second 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, study hall and classes at Palomar High School, Del Rey High School and other similar programs, are excluded from the enrollment estimates for purposes of determining the aforementioned allocation.

19.2 Staffing adjustments needed to meet this ratio in Article 19.1 at any regular day school shall be made by December 1st and again by April 1st for the second semester. When regular day school staffing indicates a deficiency of .75 or more of a classroom teacher based on the enrollment estimate during the first week of April for the second semester, an additional classroom teacher(s) shall be provided at that school.

19.3 Moved to Article 34, Assignments

19.4 Moved to Article 34, Assignments

19.5 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 and eighty-five (185).

19.6 The maximum class sizes in all day school special education classes shall not exceed state maximum limitations including waivers.

- 19.7 An attempt will be made by the principal to limit class sizes for all shop classes, industrial arts, and home economics classes to the number of stations in those classrooms.
- 19.8 A Class Size Adjustment Committee for day schools shall be formed within ten (10) days following the first duty day each September. The Committee shall be composed of three (3) unit members selected by the Association and three (3) administrators selected by the Superintendent. The purpose of the Committee shall be to receive appeals from unit members and the Association regarding class size adjustments at the site level and to make recommendations to the site principal. Neither unit member nor principal shall be assigned to the Committee if his/her school is involved in the appeal.
- 19.9 The 28:1 staffing ratio provided in Section 19.1 becomes 29:1 on July 1, 1989.

ARTICLE 20

SCHOOL CURRICULUM COMMITTEE

20.1 Definition

The School Curriculum Committee is an advisory committee to the principal and chaired by the principal for the discussion of curriculum and instruction issues.

20.2 Purpose

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

20.3 Composition of the School Curriculum Committee

Day School

The Day School Curriculum Committee will be composed of the principal, who will be the chairperson, and a representative who has been democratically selected by the respective instructional divisions from:

- A. Language Arts/Librarians
- B. Math/Science
- C. Social Science
- D. Fine Arts
- E. Practical Arts

- F. Physical Education/Driver Education/Independents -- all departments and certificated personnel not included in items A through E. Example: nurse, "O" Class, Special Education, etc.

The principal and/or members of the committee may invite resource people to attend meetings of the committee from time to time as necessary.

20.4 Selection of Committee Members

Day School

The School Curriculum Committee will be selected as soon as possible during May of each year to facilitate planning for the following school year. The committee members will be democratically elected to represent each of the six (6) areas listed under Section 20.3.

In order to be a nominee for the School Curriculum Committee, a unit member must have at least three (3) assignments in the department/area they are to represent; however, in the event a unit member does not have three (3) assignments in a single department/area, he/she may be a nominee from a department/area in which he/she has two (2) assignments. Staff members may nominate themselves or be nominated from their department. Unit members will be elected by the faculty-at-large. The principal working with the site representative of the Association shall conduct the election.

All bargaining unit members shall have the opportunity to vote. If a tie exists, a runoff election for the position(s) will be held. The election will involve only those bargaining unit members who tied for the position(s) in the original election.

If a vacancy develops after the initial election, the School Curriculum Committee shall have a special at-large election to fill the vacant seat(s). The same election procedures as outlined in Section 20.4 will be followed.

20.5 Compensation

The wages paid to elected members of the School Curriculum Committee shall be established in Appendix D-2.

20.6 Meetings/Procedures

- A. Meetings will be held at least once a month and as often as deemed necessary to meet the needs of the school. Additional meetings may be held by mutual agreement.

The agenda will be mutually developed by the principal and members of the School Curriculum Committee.

- B. Minutes of the School Curriculum Committee meetings shall be recorded by a person mutually selected by the committee and the principals. Published minutes shall be distributed to all staff members 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.

- C. The School Curriculum Committee will make recommendations to the principal regarding teaching assignments relative to the development of the master schedule. Recommendations of the School Curriculum Committee shall be limited to the six (6) unit members. Bargaining unit members may make an appeal to the School Curriculum Committee for review when a unit member has more than three (3) assignments in different general subject areas, for master schedule changes and for first period of assignment. Bargaining unit members making appeal may request from the School Curriculum Committee a written statement indicating the rationale for the committee recommendation.

Unit members may appeal recommendations from the SCC regarding assignments to the Superintendent or designee.

20.7 Special Schools

A single at-large School Curriculum Committee may be initiated to represent the special schools which are:

- A. Palomar
- B. SAC
- C. SOC
- D. Hospitals
- E. Speech (included although not a school)
- F. Del Rey

This Committee shall consist of not more than three (3) members, or one (1) for every six (6) bargaining unit members, whichever is the lessor of the two. This committee shall meet during the regular school year to discuss curriculum and instruction. A principal or the Director of Student Services shall be the chairperson of the committee.

ARTICLE 21

PART-TIME EMPLOYMENT PLAN

21.1 In accordance with the Education Code Section 44922, a unit member may reduce his/her work load prior to retirement from full-time to part-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-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. Option to participate in the Part-Time Employment Plan shall be through written request of the employee to the Assistant Superintendent, Personnel Services. Deadline for submitting a request to participate in the Part-Time Employment Plan shall be the last Friday in January of any given school year. Such a request as noted above is to be submitted on a District prepared form. Applications should be submitted by April 15.
- 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 may teach either one hundred percent (100%) of the first semester and zero percent (0%) of the second, or one-half ($\frac{1}{2}$) day basis for the entire year. One-half ($\frac{1}{2}$) day is defined as three (3) teaching periods and one (1) conference period as mutually agreed, exclusive of lunch. The salary shall be fifty percent (50%) of the salary if he/she were serving a full-time assignment.

Nonclassroom employees who are unit members will be required to be on duty either: (a) one hundred percent (100%) of the first semester and zero percent (0%) of the second semester; or (b) one-half ($\frac{1}{2}$) day basis for the entire year, hours as mutually agreed upon.

- G. A unit member may not participate in this plan beyond the age of sixty-five (65), nor for more than five (5) years.
- H. Deductions for State Teachers Retirement System 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.
- I. 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 accumulative.

- J. The Optional Part-Time Employment shall be limited to five (5) unit members for the school year.
- K. The District agrees to announce annually the availability of the Part-Time Employment Plan to all employees.
- L. All provisions of this program will be available to each employee through building principals and administrative department heads.
- M. Participating employees will be scheduled for individual meetings by the Division of Personnel Services to develop a mutually agreeable program for the employee on or before May 15.
- N. 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.
- O. Employees who participate in the part-time employment program will perform extra duties proportionate to full-time employees. (Half-time employees will perform half as many duties as full-time employees.)
- P. Upon written request by authorized Association representative, the District shall provide the Association with a list of teachers who have been approved for part-time employment for the following year.
- Q. The Agreement between the District and the participating teacher shall be consummated on or before May 30. (The teacher may be accompanied by an Association representative in any meeting he/she attends with the District, pursuant to this article.)
- R. Application for participation in the program shall be completely voluntary and at the discretion of the employee.

ARTICLE 22

HALF-TIME EMPLOYMENT

- 22.1 Half-time employment for three (3) periods and one (1) conference period per day for a school work year may be requested by a permanent employee through written application and granted at the discretion of the District including the site of assignment. The employee shall serve one-half ($\frac{1}{2}$) the supervision assignments required of regular staff.
- 22.2 An employee must notify in writing the Assistant Superintendent, Personnel Services, no later than February 1 of the intent to reapply or terminate half-time status. Any employee who terminates from his/her half-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: (1) changing school boundaries; (2) necessary staff changes due to desegregation; (3)

declining enrollments; (4) compliance with federal and/or state mandates; and (5) changing curriculum needs at the sites. Applications must be filed by March 1 each year.

- 22.3 An employee accepting a half-time assignment will have salary reduced from a full annual salary to one-half ($\frac{1}{2}$) the annual salary.
- 22.4 The employee on a half-time assignment will receive sick leave and personal necessity leave on a prorated basis; all other leaves apply, if applicable.
- 22.5 The employee shall receive full District benefits for health, life, vision, and dental insurance as though rendering full-time service.
- 22.6 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.
- 22.7 The employee's retirement contributions and the District's contributions will be based upon one-half ($\frac{1}{2}$) of his/her annual salary.

ARTICLE 23

REGULAR DAY SUMMER SCHOOL

23.1 Selection Procedures for Day Schools

- A. Teachers interested in applying for summer school teaching assignments shall indicate their interest by filling out an application form prepared by the District which must be sent to the District by May 12 for the summer session(s). The District may waive the filing date when it deems it necessary. The following criteria will be utilized when selecting teachers for summer school 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 shall not be a determining factor in selecting summer school teachers.
- B. The District will identify anticipated potential summer school positions on or before May 15 of the year in which the first summer session will occur. Should an additional summer session(s) be activated, the District will identify potential teaching positions as soon as practicable.

The District will have posted on the bulletin boards of each school in the District the positions identified in 23.1.B stated hereinabove. The Association will be provided a copy of this posting.

- C. 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. Teachers with previous summer school teaching assignments will follow the procedures described herein to be considered for subsequent summer school teaching assignments.
- D. 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 and are not presently certificated employees in the District. Except as provided in Section 23.1.D herein, the District shall assign teachers in the bargaining unit to summer school positions before other personnel.
- E. Summer school assignments may be terminated whenever the District determines that sufficient enrollment does not exist.

23.2 Summer School Leaves

- A. Employees serving in regular day school summer school shall receive two (2) days of sick leave for the entire summer school assignment. 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 teachers. Members of the immediate family are: mother, father, mother-in-law, father-in-law, grandmother, grandfather, legal guardian, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, 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 23.2.A of this leave provision.
- D. Adoption Leave. Summer school teacher may take one (1) day to be deducted from sick leave provided in 23.2.A for the purpose of adopting a child, subject to approval of the Division of Personnel Services. If the sick leave provided in 23.2.A has been used, the employee may be granted unpaid personal leave for one (1) day for the purpose of this section.
- E. Teachers may use sick leave provided for summer school in Section 23.2.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.

23.3 Duty Hours/Wages

The day summer school workday shall be four (4) hours and thirty (30) minutes as scheduled by the principal. The teacher workday assignments will be made as follows: Approximately one-half ($\frac{1}{2}$) of each summer school staff shall be assigned to fifteen (15) minutes before school duty and fifteen (15) minutes

lunch supervision; approximately one-half ($\frac{1}{2}$) of each summer school staff shall be assigned to fifteen (15) minutes after school duty and fifteen (15) minutes lunch supervision. Principals and unit members may, by mutual agreement, modify the provisions of these duty hours.

The principal may schedule one (1) faculty meeting for the summer session which may exceed the regular duty day. The teacher is on duty free time for fifteen (15) minutes at lunchtime and is not included as part of the workday.

The daily rate of pay for serving a full-time day summer school assignment shall be listed in Appendix D. 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 teachers of special education. The established hourly rate shall be listed in Appendix D in those situations.

23.4 The only provisions of the collective bargaining agreement applicable to summer school are:

Article 2 Recognition

Article 3 Negotiation Procedures, Sections 3.1, 3.3 and 3.4

Article 5 Association Rights. Inclusion of the benefits provided in this section are not increased by being applicable to summer school. There are no additional leave days of any kind added to this Agreement for providing said benefits in this Summer School Article.

Article 7 Consultation Rights

Article 8 Grievance Procedure

Article 9 Nondiscrimination

Article 15 Evaluation

Article 16 Safety Conditions of Employment

Article 29 Replacement or Repair of Employee's Personal Property

Article 30 Leaves, Section 30.10

ARTICLE 24

ADULT SCHOOLS

Adult school unit members shall be covered by this Article in lieu of Article 18, Duty Hours, Article 13, Transfer, Article 25, Wages, Article 20, School Curriculum Committee, and Article 23, Summer School. Article 24, Adult Schools is applicable only to adult school unit members and does not apply to day school unit members.

24.1 Duty Hours

- A. A full-time assignment for an adult school teacher is considered to be thirty (30) total hours per week. 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 fifty-five (55) minutes of instruction. The principal/supervisor will determine the teaching schedule of each class.
- B. Full-time adult school teachers shall work one hundred seventy-five (175) workdays for the regular school year. The District shall establish and publish to all unit members the school calendar consistent with other provisions of this Agreement.
- C. The following holidays and/or recess periods are recognized by the District:
 - (a) Martin Luther King, Jr. Day
 - (b) Lincoln's Birthday
 - (c) Holiday declared by District for the adult schools in lieu of Admissions Day if holiday not observed on Admissions Day.
 - (d) Washington's/Presidents' Day
 - (e) Spring Recess Period
 - (f) Memorial Day
 - (g) Veteran's Day
 - (h) Thanksgiving Day
 - (i) Day after Thanksgiving
 - (j) Winter Recess Period
- D. 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. Adult school teachers regularly assigned to teach nineteen (19) to thirty (30) hours or more per week shall be on duty six (6) hours on the first duty day. Adult school teachers regularly assigned to teach one (1) to eighteen (18) hours per week shall be on duty three (3) hours on the first duty day of their regular adult school teaching assignment. A preschool meeting in the last afternoon or evening for adult school teachers will be scheduled for the first duty day, to include the work hours as provided hereinabove.

24.2 Transfer

A. Assignment and Staffing

- (1) Adult school teachers shall be assigned according to the staffing needs of the District adult school program and the tenure requirements of the Education Code. The assignment of an adult school teacher may include more than one adult school and/or site.
- (2) Permanent and probationary adult school teachers requesting additional hours in the adult school system will notify each adult school principal, annually, by submitting a completed District prepared form identifying their interest in teaching additional hours in the adult school(s). When a teaching opening for additional hours exists, those permanent and probationary adult school teachers who are properly credentialed and filed a request for additional hours with the principal(s), as provided hereinabove, will be notified by the principal(s). Adult school teachers will be selected for additional teaching hours based upon 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

B. 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) No reassignment shall be made arbitrarily or capriciously.

24.3 Wages

The salary schedules for the Adult School Employees shall be set forth in Appendix D-5, which is attached to and incorporated into this Agreement.

24.4 School Curriculum Committee

A. Definition

The School Curriculum Committee is an advisory committee to the principal and chaired by the principal for the discussion of curriculum and instruction issues.

B. Purpose

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

C. Composition of the School Curriculum Committee

The School Curriculum Committee shall consist of three (3) bargaining unit members and the school principal. The bargaining unit members shall be elected democratically by an at-large election. The principal may invite resource persons to the School Curriculum Committee.

D. Selection

- (1) By the end of the first school month in each school year, the unit members at each of the three (3) adult schools (Chula Vista, Montgomery/Mar Vista and Sweetwater) shall elect a School Curriculum 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 School Curriculum 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.
- (2) If a tie exists, a runoff election for that position(s) will be held. The runoff 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 School Curriculum 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. The principal working with a site representative of the Association shall conduct the election.

E. Compensation

The wages paid to elected members of the School Curriculum Committee shall be established in Appendix D-2.

F. 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 School Curriculum Committee.
- (2) The agenda will be mutually developed by the principal and members of the School Curriculum Committee.
- (3) Minutes of the School Curriculum Committee meetings shall be recorded by a person mutually selected by the Committee and the principal. Minutes of the School Curriculum Committee meetings shall be posted,

one (1) copy distributed to each member of the School Curriculum Committee, and one (1) copy distributed to any staff member requesting a copy 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 School Curriculum Committee serves in an advisory capacity to the principal to deal with curriculum and instruction issues.

24.5 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 an application form prepared by the District which must be sent to the District by May 1 for the summer session. The District may waive the filing date when it deems it necessary. 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 memorandums from the District which make inquiry of adult school teachers regarding their interest in teaching summer school will be posted 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. The District will attempt to notify those applicants who were not selected for summer school by concurrent mailings. Should additional summer session(s) be activated, the District will identify potential teaching positions as soon as practicable.
- (7) Following the guidelines stated in this Summer School Article, 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, father, mother-in-law, father-in-law, grandmother, grandfather, legal guardian, grandchild, spouse, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the unit member of 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 24.5.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 23.2.A, Summer School, for the purpose of adopting a child, subject to approval of the Division of Personnel Services. If the sick leave provided in Article 23.2.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

Teachers may use sick leave provided for summer school in Section 24.5.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 summer 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 D-5.

24.6 Application for Position in the Regular Day School Program

A. Permanent adult school teachers who hold a valid California teaching credential authorizing service in the regular secondary day school program may apply and may be considered for posted vacancies within the day schools.

B. Permanent adult school teachers may have their evaluations which were received while employed as adult school teachers considered when applying for day school positions.

- C. Any permanent adult school teacher who holds a valid California teaching credential authorizing service in the regular secondary day school program upon request shall receive a statement of reason(s) for the denial of application for employment within the day schools. Article 24.6 shall not be interpreted to mean that the movement of an adult school teacher to a vacant position within the day schools is a transfer as defined in Article 13, Transfer.

ARTICLE 25

WAGES

- 25.1 The salary schedules for the 1986-87, 1987-88 and 1988-89 school years shall be established based upon the compensation formula found in Appendix E.
- 25.2 Placement on the appropriate salary schedule and conditions for reclassifications are as set forth in Appendix C, which is attached to and incorporated into this Agreement.
- 25.3 Unit members assigned to teaching classes which extend the regular school day shall be paid at one-sixth (1/6) pro rata per diem. Summer school, adult school, ROP, VEA and Home Tutors are specifically excluded from this provision.
- 25.4 This article may be reopened only under the provisions of the wages formula in Appendix E.

ARTICLE 26

HEALTH AND WELFARE BENEFITS

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

Life Insurance (\$30,000)
Dental Insurance
Medical Insurance
Vision Care Plan

Eligible dependents are included in dental, vision, and medical plans. The carriers for the 1985-86 school year are Connecticut General (medical and dental), California Dental Services, Kaiser, Greater San Diego Health Plan and Vision Care. The 1985-86 level of benefits shall remain constant throughout the term of this Agreement unless otherwise agreed to by the parties as provided in this article and/or Appendix E.

- 26.2 A bargaining unit member shall not receive duplicate benefits listed in Section 26.1 because of his/her inclusion in another bargaining unit of the District.
- 26.3 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 26.1 hereinabove.
- 26.4 During the District established open enrollment period, eligible bargaining unit members will have a choice between three (3) health insurance plans as determined by the District. Dependent coverage must be in the same company in which the bargaining unit member is insured.
- 26.5 The District will pay the current premiums for medical insurance for any retiree between the ages of fifty-five (55) and sixty-five (65), with fifteen (15) years or more of active service in the District, in the plan in which he/she is enrolled at the time of his/her retirement. The medical insurance plan shall be the plan made available to bargaining unit members during the current school year as such plans may be amended from time to time. Coverage under this program for retirees and eligible dependents would cease the month the retiree reaches age sixty-five (65). (A full year of service is defined as seventy-five percent (75%) or more of an assigned school year.)
- 26.6 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 pay the full premiums for the remainder of the school year.
- 26.7 If an eligible unit member should die during the term of this article, the District shall continue to pay the premiums of all insurances (except life) provided by this article for the employee's spouse and dependents for one (1) year from the employee's death.
- 26.8 Eligible employees on unpaid leaves of absence may continue their Health and Welfare Benefits provided in Section 26.1 by making the full premium payments to the District. Payments must be made on a quarterly basis in a timely manner. Employees participating in these benefits, described in Section 26.1, must pay for the entire Health and Welfare Benefits plan; partial plans may not be purchased under this article.
- 26.9 The parties to this Agreement may mutually agree to reopen this article.
- 26.10 The parties agree that this article shall be reopened for negotiations only under the health and welfare provisions of the formula in Appendix E or if the premiums are increased by more than twenty percent (20%) above the previous year's premium cap.

ARTICLE 27

EXTRA SERVICE ASSIGNMENTS

27.1 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 D-3

- (1) 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:

Fall sports - posted prior to May 5

Winter sports - posted prior to October 15

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 June 15 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 serve in extra service coaching assignments will be posted in the main office at that site on or before June 15 each year.
- (6) If a coach resigns 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 coach resigns after the above dates, but within three (3) weeks prior to the beginning of the season, the position will be posted District-wide.

B. Noncoaching extra service assignments identified in Appendix D-4, 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. Additional Hourly Day School Teaching Assignments

(1) Posting

Additional hourly day school 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 VEA or ROP hourly teaching assignments.

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

27.3 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.

27.4 Compensation for the extra service assignments included in this Article shall be at the appropriate established rate as listed in Appendix D-3 and Appendix D-4.

27.5 Lunch supervision assignments will be posted for the consideration of unit members at that site.

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

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

ARTICLE 28

REPLACEMENT OR REPAIR OF

EMPLOYEE'S PERSONAL PROPERTY

28.1 The District will pay the cost of replacing or repairing personal property of an employee such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, or vehicles, 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. Theft of an entire vehicle or any optional equipment attached thereto, such as a radio or tape deck, is specifically excluded. 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 Paragraph 29.2.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.

28.2 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 any one (1) loss shall not exceed two hundred fifty dollars (\$250) except in the case of vehicles where maximum payment shall not exceed five hundred dollars (\$500).
- B. A written request for reimbursement for damage to property shall be filed by the employee with the Division of Business Services, 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 Division of Business Services shall conduct such investigation as may be necessary.
- C. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property 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, theft of an entire vehicle, any optional equipment attached thereto such as a radio or tape deck and contents of a vehicle, and damage to a vehicle resulting from actual theft of the vehicle are 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. If damage 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 payment made by the District. The employee shall also file a claim with his/her personal insurance carrier with a copy of said insurance claim provided for the District.
 - H. After all of the above is taken care of by the employee, payment will be approved and made by the Assistant Superintendent, Business Services and submitted to the District for ratification within thirty (30) days.
- 28.3 This article is not subject to the grievance procedure. The procedures for processing claims are subject to the grievance procedure.

ARTICLE 29

EMPLOYEE ASSISTANCE PROGRAM

- 29.1 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.
- 29.2 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 nonparticipation 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.
- 29.3 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.
- 29.4 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.
- 29.5 Referrals by management employees for members of the teacher unit to seek assistance through the Employee Assistance Program must first be approved by the Director of Employer-Employee Relations.

ARTICLE 30

LEAVES

INTRODUCTION TO LEAVES

- A. Whenever possible, unit members shall notify the District in advance of any leave. In case of an emergency, members of the unit who find it necessary to be absent from duty shall notify the principal/supervisor or designee on the first day of their emergency use of sick leave (including personal necessity) one-half ($\frac{1}{2}$) hour before the start of school on the day of absence or as soon as practicable. Members of the unit shall notify the school daily one-half ($\frac{1}{2}$) hour before the closing of school to indicate whether or not they will return to duty on the following day. In the case of an absence of five (5) or more days, arrangements should be made with the principal of the school site to eliminate the daily call.
- 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 if the duration of leave is one (1) year or less, 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 these Articles 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. 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: (1) changing school boundaries; (2) necessary staff changes due to desegregation; (3) declining enrollments; (4) compliance with federal and/or state mandates; and (5) changing curriculum needs at the sites.

30.1 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.
2. Sick leave granted in Paragraph 1 above is defined as 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 teacher shall receive a sick leave allotment credit, equal to his 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 or 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 B.3. for the number of days used beyond the earned sick leave.
- B. Other Sick Leave Benefits for Unit Members with Less than 100 Working Days of Accumulated Sick Leave
1. A unit member will be entitled to one hundred (100) working days of sick leave in the event he/she had depleted his/her current annual sick leave granted for the current year and illness or injury compels further absence. The one hundred (100) working days are computed starting with the first working day after his/her current annual sick leave has been used. Accumulated sick leave days which are used, in which the unit member is compensated at full pay, are included as part of the one hundred (100) working days.
 2. The one hundred (100) working days under this provision are not accumulated from one (1) contract year to the next contract year.
 3. When all current annual and accumulated sick leave of less than one hundred (100) working days have been depleted, a unit member will be compensated for the remainder of the one hundred (100) working days in the following manner:
 - a. He/she shall be paid the difference between his/her salary and the salary of his/her substitute or fifty percent (50%) of his/her salary, whichever is greater.
 - b. He/she shall be paid fifty percent (50%) of his/her salary, if a substitute is not obtained.
- C. The Board may require a physician's verification of illness when a unit member has been on sick leave for six (6) or more consecutive days. The Board may require a physician's verification of illness during any period of concerted activities.

30.2 Use of Accumulated Sick Leave for Personal Necessity

- A. Unit members shall be granted up to six (6) days of personal necessity leave with pay per year, deductible from sick leave.
1. The unit member shall notify the principal/supervisor as soon as possible for use of personal necessity leave for the following:

- a. Death in the immediate family of a unit member when additional leave is required beyond bereavement leave entitlement. "Immediate family" is defined in Section 30.3 of this Article.
 - b. Serious illness of a member of the unit member's immediate family, or accident, involving his/her person or property or the person or property of a member of the immediate family.
 - c. Unforeseen emergencies that are unavoidable during working hours.
 - d. Up to two (2) consecutive days leave for business of compelling personal importance which requires the unit member's immediate attention and of which the unit member had no knowledge at least twenty-four (24) hours prior to taking the leave.
 - e. Hazardous weather conditions causing unsafe travel.
 - f. Car accident or breakdown.
2. Unit members may be requested to verify by signature on the appropriate District form that the leave taken complies with this section. Upon return from leave taken in accordance with this section, the unit member shall complete the appropriate District form and file the form with his/her principal/supervisor.
- B. Prior approval by the unit member's principal/supervisor is required and shall be given for use of personal necessity leave for the following reasons:
1. Up to two (2) consecutive days for business of a personal nature which cannot be conducted outside the normal workday.
 2. One (1) day for members of the immediate family entering the service, going overseas, or returning from overseas.
 3. Transportation of family members when absolutely necessary and not covered under A.1.b. above, for medical or dental appointments.
 4. To attend school conferences for children of the unit member, if necessary.
 5. Paternity. (Twenty-four (24) hour requirement may be waived).
 6. Members of the immediate family, including the unit member, graduating from high school or college.
 7. One (1) day for travel, if necessary, to attend approved classes at a college or university for the summer.
 8. Compelling personal importance leave for religious holidays.
 9. Death of any personal friend or relative not included in the definition of members of the immediate family, as defined in bereavement leave, Section 30.3 of this Article. (Twenty-four (24) hour requirement may be waived.)

10. Appearance in court as a litigant or as a witness under an official order.
 11. Marriage of the unit member or a member of his/her immediate family defined in Article 30.3.
- C. When a unit member plans to take leave in accordance with Section 30.2.B of this Article, the unit member shall file the appropriate District Leave Form with the member's principal/supervisor as soon as possible at least twenty-four (24) hours prior to such leave.
 - D. 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.
 - E. Personal necessity leave shall not be used for recreational purposes or 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.
 - F. Personal necessity leave under this Section 30.2 may not exceed an aggregate of six (6) total days per school year.

30.3 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 out of state travel or if in state 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. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.

Members of the Immediate Family: Mother, father, mother-in-law, father-in-law, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.

30.4 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 30.1 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 Paragraph 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. 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.

30.5 Adoption Leave

- A. Unit members intending to go on adoption leave shall notify the Division of Personnel Services 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 three (3) days of paid sick 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 30.2 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 30.6 of this Article, Child Care Leave.

30.6 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 Personnel Services 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. 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 Personnel Services thirty (30) days prior to the date he/she desires to return to work. 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.

30.7 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 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 any one (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 during his initial sixty (60) days of absence in Section 30.7.B shall be equal to his 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 teacher 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 30.1 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.

30.8 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.

30.9 Sabbatical Leave

Delete

30.10 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 the 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 A of this Article in order to appear as a nonparty 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.

30.11 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.

30.12 Unit Members Serving As Elected Public Officials

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

- B. Prior to approval of such leave, the District must have assurance in writing that the meeting attendance 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.

30.13 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.

30.14 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.

30.15 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.

30.16 Other Considerations

Written requests for consideration for unpaid leaves of absence 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 Dependent's 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.

30.17 Other Noncompensated Leaves

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

ARTICLE 31

CREDENTIAL INCENTIVE PROGRAM

- 31.1 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 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 Personnel Services.
 - C. Applicants with general credential equivalent shall be eligible in teaching area if unit member has not been working in the area within the last three (3) years and is not his/her college major/minor.
 - D. Reimbursement of tuition and fees shall not exceed the prevailing rate established for the University of California, San Diego or San Diego State University. If private institutions are the vehicle for recredentialing, the reimbursement shall be paid only to the level of the UCSD rate for tuition and fees.
 - E. Total reimbursement of tuition and fees upon written verification of completion and recertification by the California Teacher Licensing Commission. 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.

31.2 Areas of need for the 1985-86 and 1986-87 school years:

- A. Math
- B. Science
- C. Bilingual Education - Academic Areas
- D. Language Development Specialist
- E. Adaptive P.E.
- F. Subject area(s) need(s) may change in the 1987-88 and 1988-89 years. If so, the District and the Association shall mutually agree to any revision in the subject areas of need.

31.3 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 32

PARENT COMPLAINT PROCEDURE

32.1 The following procedure shall apply to complaints regarding the conduct, performance, or statements of a District employee received by any District administrator or member of the Board from any parent or guardian of a Sweetwater Union High School District student. The following procedure shall apply only to written complaints to which a member of the public wants a response from the District.

32.2 Upon receipt of any such complaint, the following procedure shall be invoked:

- A. The complainant shall be referred promptly to the Office of the Superintendent or his/her designee.
- B. However, if the complaint is filed against an employee 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.
- C. Except as for the circumstances set forth in Section 32.2.B hereof, the Office of the Superintendent or his/her designee shall determine the identity of the immediate supervisor of the employee who is the subject of the complaint and shall refer the complainant to the immediate supervisor.
- D. The immediate supervisor shall make an effort to resolve the matter immediately. If the complainant is not satisfied, the immediate supervisor shall instruct the complainant to present a summary of the complaint in

writing, setting forth in detail all of the facts upon which the complaint is based, including names, dates and other specific details. Oral complaints will not be accepted.

- E. The immediate supervisor shall request a conference as soon as reasonably possible to discuss the complaint with the employee, unless the immediate supervisor determines, with the approval of the Superintendent or his/her designee, that such a conference would not be appropriate under the circumstances. The employee may request that the conference be held. The employee shall be given a copy of the complaint and shall have the opportunity to have a representative (organization of bargaining unit members) at this meeting.
- F. The immediate supervisor shall also obtain such witness statements, documents, and other information relevant to the complaint as he or she may determine to be of assistance in investigating the complaint.
- G. As soon as is reasonably possible, the immediate supervisor shall present a full report regarding the investigation, including copies of statements and other relevant documents, to the Superintendent or his/her designee. Material may not be placed in the employee's personnel file without the employee first receiving a copy of the material. The employee shall be given the opportunity to attach a statement to the material if it is to be placed in the file. This does not preclude the employee from filing a grievance regarding this matter under Article 8, Grievance Procedure of this Agreement.
- H. The Superintendent or his/her designee shall make a determination as to the disposition of the matter, as soon as is reasonably possible. The complainant will then be informed of the disposition of the matter.

32.3 This procedure shall not be applicable to any complaint concerning student discipline, student publications, contract grievances, or matters for which an alternative administrative remedy is available within the District.

32.4 This procedure is a policy pursuant to Section 35160.5(c) of the Education Code, and shall be reviewed annually by the Board.

32.5 Nothing in this article is intended to infringe upon the employee's academic freedom rights as stated in Article 15, Evaluation, Section 15.16.B.

ARTICLE 33

MENTOR TEACHER PROGRAM

33.1 Compensation

Mentor teacher shall receive a \$4,000.00 annual stipend in addition to their regular salary. The stipends shall not be counted as salary or wages for the purpose of calculating employer contribution rates or employee benefits under

STRS in accordance with the Education Code. The annual stipend shall be paid to the mentor teacher based on approved additional hours worked at the teacher's pro rata per diem rate of pay.

33.2 Selection Committee

- A. The establishment and function of the Selection Committee and the operation of the District Mentor Program shall conform to the rules and regulations approved by the State Board of Education and the provisions of the Education Code.
- B. The Selection Committee shall be composed of eleven (11) members, six (6) of which shall be elected by and from the teacher bargaining unit.
- C. The teacher members of the Selection Committee shall be full-time classroom teachers: One-half shall be elected from high schools and one-half shall be elected from middle schools and/or junior high schools.
- D. The Association shall have the responsibility for conducting an election among all eligible classroom teachers to elect the classroom teachers to the Selection Committee. Any classroom teacher vacancies on the Selection Committee shall be filled by similar election.
- E. The term of office for classroom teachers of the Selection Committee shall be two (2) years, with half of the members being elected annually. To provide this rotation, at the conception of the program, one-half of the classroom teachers on the committee shall be elected for a three (3) year term. The remaining classroom teachers of the Committee shall be elected for two (2) years. The classroom teachers with the highest vote shall be elected for the longer term.
- F. The Selection Committee shall be convened in the spring of each year. In the 1985-86 school year, the committee shall meet by November 15, 1985. Meetings of the Mentor Teacher Selection Committee shall, whenever practical, be held outside the instructional time for students; however, up to three (3) release days (with substitutes) per school year shall be provided for meetings. Additional released days may be approved by the Superintendent or his/her designee. One additional day may be provided during the 1985-86 school year if necessary for the committee to establish procedures. Classroom teacher members of the Selection Committee shall be compensated at the curriculum hourly rate of pay not to exceed \$300.00 upon completion of the nomination process each year.
- G. The Committee shall determine its meeting schedule and procedures by majority vote.
- H. Classroom teachers serving on the Selection Committee shall not be eligible to become a mentor teacher candidate without resigning said position at least sixty (60) workdays prior to making application.

33.3 Application Process

- A. Permanent full-time classroom teachers may apply for mentor teacher status by nominating themselves to the Selection Committee. Self-nomination is the only authorized form of nomination.

- B. Classroom teachers interested in making application may request the following from the District:
1. A description of tasks of mentors.
 2. Training and time commitment required.
 3. Criteria to be used for selection.
 4. An application form.
 5. A form authorizing Selection Committee to access personnel information relating to teaching experience and performance (not required by candidates).
- C. Applicants for mentor selection shall complete an application and forward it to the Mentor Selection Committee, care of Division of Personnel Services. The application shall include a resume of training and experience, and a statement by the applicant stating why he/she wants to be a mentor teacher and why he/she should be selected.

33.4 Mentor Qualifications

Mentor teacher applicants must meet each of the following qualifications:

1. Credentialed classroom teacher with permanent status.
2. Substantial recent experience in classroom instruction.
3. Demonstrated exemplary teaching ability.
4. Knowledge and commitment to curriculum development.
5. Potential to assist and guide new teachers.
6. Commitment to enhancing the status of employees.

33.5 Nomination of Mentor Teachers

- A. The Selection Committee shall nominate mentor teacher applicants who it determines have met the qualifications listed above.
- B. Selection of nominees shall be made by secret ballot with a majority vote required. The discussion and vote shall be confidential.

33.6 Board of Trustee Approval of Mentor Teachers

Selection of Mentor Teachers is subject to Board of Trustee approval.

- A. Prior to approval of Mentor Teachers, the Board of Trustees may gather such further information as it may deem necessary to evaluate nominees according to the criteria in the Education Code.

- B. The Board of Trustees may meet in closed session to consider the appointment of mentor teachers.
- C. The Board of Trustees shall designate as mentor teachers only those classroom teachers who have been nominated by the Selection Committee.
- D. One-half of the mentor teachers shall be selected from high schools and one-half shall be selected from middle schools and/or junior high schools.

33.7 Length of Service

- A. Each mentor teacher shall serve for a one (1) year term.
- B. No teacher shall serve more than two (2) consecutive terms as a mentor teacher unless there are insufficient new applicants.

33.8 Duties and Responsibilities of Mentor Teachers

- A. Classroom teachers designated as mentor teachers shall be assigned duties and responsibilities in accordance with the following:
 - 1. Providing assistance and guidance to new teachers,
 - 2. Providing staff development programs for teachers,
 - 3. Developing special curriculum.
- B. Mentor teacher duties shall not supplant any administrative duties. A mentor teacher shall not participate in the evaluation of other employees.
- C. A mentor teacher shall have no authority over other teachers.
- D. A mentor teacher shall not be required to perform mentor service during his/her established preparation period.
- E. The Sweetwater Union High School District Mentor Program is not to be construed in any way as a "merit pay" plan. The stipend is compensation to teachers who will spend extra time above and beyond the ordinary school day/year to perform the duties delineated herein.
- F. While the Mentor Program is expected to involve exemplary teachers, its purpose and plan is not to designate "master teachers", but instead to designate as mentors, staff members who have special skills and the energy and desire to put in extra time for improvement of the teaching profession.
- G. The Mentor Program shall be structured so time away from the classroom is minimized. To the extent possible, duties assigned to mentors shall be performed after assigned class teaching periods, during the summer, and/or on days when school is not in session.
- H. Mentor teachers are not to be regarded as administrators, nor shall they be assigned to those duties normally fulfilled by administrators. Mentor teachers shall not have access to teacher personnel files.

- I. A mentor teacher shall be a regular full-time classroom teacher during the time of assignment as a mentor.

33.9 General Provisions

- A. In the computation of class size teacher ratios, the mentor teacher shall only be counted for that portion of his/her time spent in direct instruction of pupils in his/her regular assignment.
- B. Mentor teachers may utilize part of the \$4,000.00 stipend to purchase additional release time for the purpose of professional growth. Such time shall be purchased at the regular substitute teaching rate.
- C. Mentor teachers shall not be exempt from usual duty assignments or staff meetings required of other members of the bargaining unit at the same school site.
- D. A mentor teacher's performance of the mentor teacher's duties and responsibilities shall not be considered in such employee's regular evaluation.
- E. No mentor teacher shall be involuntarily reassigned or transferred due to participation in the Mentor Teacher Program.
- F. No mentor teacher shall be exempted from layoff by virtue of his/her appointment as a mentor teacher.
- G. Employees will not be required to utilize the service of any mentor teacher nor to participate in programs of mentor teachers.
- H. Employees may request the services of a mentor teacher. Such assistance shall be approved by the Assistant Superintendent of Instructional Services.
- I. Assistance provided employees by mentor teachers shall not be asserted by the District in any disciplinary/termination action against assisted employee. The District shall not call mentor teachers as witnesses in any competency matter to assert either effectiveness of any employee or assistance provided any employee.
- J. The parties agree that this Mentor Teacher Program must comply with applicable law.
- K. The amount of time (hours) required of mentor teachers, beyond the time required of other employees, shall be determined by dividing the annual mentor teacher stipend by the mentor's hourly rate of pay.

33.10 Discontinuation of Mentor Teacher Program

If state funding for the Mentor Teacher Program is discontinued, the program as established in SB 813 shall be discontinued.

ARTICLE 34

ASSIGNMENTS

- 34.1 The regular school day shall be up to seven (7) class periods of 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 on-site members. The programming of advisory, silent reading and nutrition breaks are not considered as teaching periods under this section. Del Rey High School, Palomar and Montgomery Second Session and other extended day programs may have more than seven (7) regular periods.
- 34.2 Except as provided in this agreement, regular full-time day unit members serving in classroom teaching 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. If deemed necessary by the principal, unit members may be used for providing replacement services during their preparation period for a temporarily absent teacher. The principal shall first seek volunteers for such assignments, and shall make a reasonable effort to distribute assignments equitably and, unless an emergency exists, provide twenty-four (24) hour notification to teachers who are required to cover classes. When a teacher covers a class during his/her preparation period, pay for class coverage directed by the administration shall be paid at the established hourly pay for substitute teachers. This does not preclude the administration from assigning other qualified personnel to cover classes. The principal shall keep a log of these assignments for inspection by unit members. 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 at times when a substitute is unnecessary. Nothing shall preclude teachers of nonathletic 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. The unit member will use his/her professional judgment as to how their preparation time will be used unless they are needed as stated herein. The unit member may leave the school site, when necessary, and approved by a site administrator.
- 34.3 Unit members may volunteer to teach a sixth period subject to the restrictions in 34.4 and 34.5 below. No teacher shall teach a seventh period.
- 34.4 From among the volunteers, pursuant to Section 34.3 above, the District may assign a teacher to teach six (6) consecutive periods during any semester, and that teacher shall receive an extra stipend of one-sixth (1/6) pro rata per diem of his/her regular contract pay. The maximum number of teachers who may be assigned a sixth teaching period shall be as follows:

Each Senior High School:	12 First Semester 4 Second Semester
Each Junior High School:	4 First Semester 3 Second Semester

The District agrees that it is not the intent of this section to reduce the number of teaching positions. Teachers who are assigned a sixth period under the provisions of 34.5 are not calculated in the assignment of teachers under this section.

- 34.5 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.
- 34.6 Teachers who volunteer may be assigned to a split shift at a site which has a seven (7) period day. Teachers assigned to a split shift shall receive a five hundred dollar (\$500.00) stipend for the semester they are assigned to the split shift. Teachers who volunteer to teach six (6) classes shall not be eligible for the split shift compensation. Unit members assigned a semester split shift assignment between/among schools shall also receive this stipend. This split shift stipend does not apply to unit members who are assigned to more than one school because of assignments to:
1. Extra Service Assignments
 2. Adult School
 3. ROP
 4. VEA
 5. Montgomery Second Session
 6. Home Tutors

Extra service assignments are not considered teaching periods under this agreement and are eligible only for the compensation listed in Appendix D-3 and Appendix D-4.

- 34.7 It is not the intent of the District to implement the seven (7) period day by establishing part-time positions.
- 34.8 The District will limit the number of one/two period teacher assignments to twelve (12) periods District-wide (excluding combined bargaining unit assignment, i.e. counselor/teacher, dean/teacher). It is not the intent of the District to establish part time positions in lieu of full-time positions.
- 34.9 The parties will meet and negotiate over the implementation of any extended day program not currently referred to in this Agreement and the selection process for these assignments.

ARTICLE 35

CALIFORNIA TEACHER

INSTRUCTIONAL IMPROVEMENT PROGRAM

35.1 Procedure

- A. Any permanent full-time teacher (or group of such teachers) whose primary duty is classroom instruction may submit a grant proposal. Teachers in adult education programs, child care and development programs, or regional occupation centers or programs, are not eligible according to the Program Advisory.
- B. Grant proposal(s) will be submitted to the grant committee for review and for recommendation(s) to the governing board. This committee will be composed of:
 1. The Director of Curriculum.
 2. Four permanent full-time teachers whose primary duty is classroom instruction (exclusive of adult education, child care and development, or ROP teachers) selected by District teaching staff.
 3. One principal selected by the District Superintendent.
 4. Eligible committee members shall serve for two (2) year terms. They are not eligible for grants while serving on the committee.

35.2 Role of the Grant Committee

- A. The committee will consider all instructional improvement grant proposals submitted by eligible teachers or groups of teachers.
- B. The committee shall recommend to the governing board the allocation of the District's funding entitlement, taking into account the areas in the District with greatest need for instructional improvement. The committee's recommendations for the funding of grant proposals shall specify a grant amount not in excess of two thousand dollars (\$2,000) per fiscal year per teacher.
- C. The applications will be assigned a code number by a confidential employee designated by the Director of Curriculum. The grant committee will judge all applications without knowledge of applicant teacher(s) or site.

ARTICLE 36

SAVINGS/MISCELLANEOUS PROVISIONS

36.1 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 provision 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 provision 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.

36.2 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.

36.3 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with this Agreement.

36.4 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.

36.5 As soon as possible after the ratification of this Agreement by both parties, the District agrees to print two thousand (2000) copies of the Agreement to be delivered to the Association for distribution to each unit member.

SWEETWATER UNION HIGH SCHOOL DISTRICT

TEACHER BARGAINING UNIT

GRIEVANCE REPORT FORM

LEVEL 1

(To be used only after Informal Conference has been held and grievance is not resolved.)

NAME OF GRIEVANT: _____

JOB TITLE: _____ SITE: _____

PRINCIPAL/SUPERVISOR: _____ DATE: _____

COMMENTS: (A CONCISE DESCRIPTION OF THE GRIEVANCE INCLUDING NECESSARY NAMES, DATES, AND PLACES. A LISTING OF THE PROVISION(S) OF THIS AGREEMENT WHICH ARE ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED, OR MISINTERPRETED.)

PROPOSED REMEDY:

I HAVE DISCUSSED THIS WITH MY PRINCIPAL/SUPERVISOR ON _____ (DATE)

SIGNATURE OF GRIEVANT: _____

SWEETWATER UNION HIGH SCHOOL DISTRICT

TEACHER BARGAINING UNIT

GRIEVANCE REVIEWED -- LEVEL 1

NAME OF GRIEVANT: _____

DATE RECEIVED: _____ SITE: _____

NAME OF GRIEVANCE REP: _____

MANAGEMENT REPRESENTATIVES IN ATTENDANCE:

DECISION OF PRINCIPAL/SUPERVISOR:

SIGNATURE OF PRINCIPAL/SUPERVISOR: _____

TITLE: _____ DATE: _____

SWEETWATER UNION HIGH SCHOOL DISTRICT

TEACHER BARGAINING UNIT

GRIEVANCE REPORT FORM

LEVEL II

(TO BE SENT TO THE DIRECTOR OF EMPLOYER-EMPLOYEE RELATIONS)

NAME OF GRIEVANT: _____

JOB TITLE: _____ SITE: _____

PRINCIPAL/SUPERVISOR: _____ DATE: _____

COMMENTS: (A CONCISE DESCRIPTION OF THE GRIEVANCE INCLUDING NECESSARY NAMES, DATES, AND PLACES. A LISTING OF THE PROVISION(S) OF THIS AGREEMENT WHICH ARE ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED, OR MISINTERPRETED.)

PROPOSED REMEDY:

A LEVEL 1 DECISION WAS MADE ON: _____ (DATE).

SIGNATURE OF GRIEVANT: _____

SWEETWATER UNION HIGH SCHOOL DISTRICT

TEACHER BARGAINING UNIT

GRIEVANCE REVIEWED – LEVEL II

NAME OF GRIEVANT: _____

DATE RECEIVED: _____ SITE: _____

NAME OF GRIEVANCE REP: _____

MANAGEMENT REPRESENTATIVES IN ATTENDANCE:

DECISION OF DIRECTOR EMPLOYER-EMPLOYEE RELATIONS:

SIGNATURE OF

DIRECTOR EMPLOYER-EMPLOYEE RELATIONS _____

DATE: _____

EVALUATION PROCEDURES

1. Introduction. The purpose of these procedures is to assist the evaluatee and evaluator in implementing the District policies and evaluation guidelines contained within the "Guidelines: Evaluation of Certificated Personnel." Provisions of these procedures apply to probationary and permanent certificated staff.

2. General Information.

a. Evaluator. While held accountable for the overall accomplishments of employees responsible to him/her, the administrator may consult with designees to assist in the evaluation of employees under his/her supervision. Designees will be clearly known as the evaluatee must know who may assist the administrator in his/her evaluation.

The administrator or his/her designee and the evaluatee determine mutually and in what manner evaluation data shall be obtained. Final responsibility for performing evaluated judgment and for signing the evaluation form rests with the site or staff administrator.

b. Determination of specific objectives and standards. At the beginning of the school year, the evaluatee will be furnished a minimum of three (3) evaluation worksheets and select specific areas, for proper samples of total performance, upon which performance evaluation is to focus. Attempts to evaluate many objectives and standards for an employee's total assignment over an entire school year would probably result in excessive paperwork and overemphasis on performance evaluation to the exclusion of instruction. Classroom teachers shall select one (1) or more teaching subject areas within their major duties and responsibilities as set forth in the classroom teacher's job description for at least two (2) of their objectives. In addition, objectives may be established for adjunct duties. For nonclassroom personnel, objectives should focus upon primary job responsibilities.

Teacher evaluatees should review their job descriptions, course objectives, departmental or grade level objectives, and any other agreed upon objectives. Nonclassroom evaluatees should review any site, departmental and divisional goals and objectives, as well as review primary responsibilities contained within job descriptions. A minimum of three (3) objectives and associated assessment techniques shall be detailed on the evaluation worksheets.

Objectives and standards should be determined no later than the end of the first quarter of the school year; this should allow time to establish realistic standards of performance. While evaluation will concentrate upon selected areas for each individual, the employee will be expected to maintain effective standards of performance in all areas of assignment or responsibility. Objectives may be established for any area of position responsibility including pupil control, learning environment, or other responsibilities outlined in position description of total job responsibilities.

The evaluatee initially will prepare the evaluation worksheet and forward it to his/her administrator for review. A conference shall be held at which mutual agreement shall be reached on objectives, standards, and assessment techniques. In the event the evaluatee and evaluator fail to agree on objectives, assessment techniques or support requirements, responsibility rests with evaluator to insure that such exceptions are formally noted and to provide for the impartial and objective review of such exceptions by a third party with competency in the study area. In the event of continued disagreement, the word "disagreement" shall be stated after the area in question by either the evaluatee or the evaluator.

Upon final approval of objectives, standards, and assessment techniques, the administrator will sign and return the worksheets to the evaluatee. Copies of the worksheets will be retained by the administrator.

- c. Assessment Techniques. In establishing methods of assessment, techniques appropriate to objectives shall be utilized. For classroom personnel, such methods may include teacher-constructed tests, publishers' tests, diagnostic tests, survey instruments, observation and records, professional judgment, and other agreed upon techniques. For nonclassroom personnel, any of the above techniques which are applicable may be employed.
- d. Support Requirements and Constraints. Should the evaluatee request special resources in order to accomplish selected objectives, these resources should be noted by the evaluator and a judgment made concerning appropriateness and availability.

In developing objectives and assessment techniques, factors which might hinder the achievement of objectives are identified as constraints. If significant, such factors initially should be listed, if known, when objectives are selected and assessment techniques determined. If such constraints cannot be overcome by planning or reasonable exercise of skill, such as, but not limited to, irregular attendance and various abilities of students or other unique situations of the assignment consideration should be given to modification of the proposed objective or selection of a more feasible objective.

During the year, however, certain support requirements may become unavailable and consequently affect the achievement of objectives. If requested resources are reasonable but initially or later become unavailable, the evaluatee should note such constraints and be permitted to modify original objectives.

- e. Unsatisfactory Performance. The administrator, pursuant to the job description, has the responsibility for the composite achievement of objectives of employees under his/her supervision.

When it is determined that objectives are not being met, the administrator shall schedule a conference for involved parties. Resource aid shall be enlisted in order to identify problems, consider modification of objectives and suggest solutions. Such aid shall be reasonable and within the normal capability of the District to provide. It may be in form of direct counseling and assistance provided by the administrator or his/her designee, or other department members, or in the form of materials and services readily available for the District to provide.

A reasonable amount of time must be permitted for suggested improvement to occur. If the summary evaluation indicates performance that is unsatisfactory or requires improvement, the evaluatee must continue to attempt to improve such performance during the remainder of the school year.

Subsequent evaluations may be scheduled during this time to determine progress. The evaluatee shall be kept informed of progress made and the results of any such interim evaluations. The administrator shall meet again with the employee prior to the end of the first quarter of the new school year for the purpose of planning objectives to improve performance.

- f. Summary Evaluation Conference. In order to review the "degree of achievement" section of the evaluation worksheets and prepare the summary evaluation form, a formal conference will be scheduled for the evaluatee, evaluator, and site or staff administrator. Conferences for probationary staff shall be conducted prior to March 15, and conferences for permanent staff prior to April 30.

Prior to the scheduled conference, the evaluatee shall complete the final column, "Degree of Achievement," of the worksheet. If objectives and standards were stated in terms of an end-of-school-year time dimension, the degree of achievement should reflect to what degree progress has been achieved toward anticipated final results.

The administrator and the evaluatee shall complete a review of the evaluation worksheet; and the administrator shall complete the appropriate section for "Degree of Achievement" for each objective. Upon completing a review of the evaluation worksheets, the administrator shall prepare and sign the summary evaluation report. All persons who assisted in gathering data which contributed to the evaluator's judgment should be listed on the summary evaluation report in Section II. Should there not be agreement upon the degree of achievement of objectives or upon other aspects of the evaluation, the evaluatee may append a statement to the summary evaluation form indicating the evaluatee's reaction to the evaluation. The summary evaluation report will be forwarded to the Division of Personnel Services.

3. Explanation of Forms.

- a. Evaluation worksheet. The evaluatee will receive these forms at the beginning of the school year and complete information according to established time schedules.

- (1) Section A -- Objectives and Standards. (See Section 2.b of this manual.) The evaluatee shall list a minimum of three (3) objectives (Level VII) and standards upon which evaluation should focus. For teaching personnel, objectives shall be stated in terms of pupil progress, with standards reflecting characteristics of the particular site, assignment, and students. Objectives may be directly selected from District program (Level V) and course (Level VI) objectives, and/or be a refinement of selected Level V and/or Level VI objectives. In the latter case, objectives must be consistent with Board-established goals and objectives.

Since "proper control" and "suitable learning environment" are directly related to achievement of objectives, specific objectives in these two (2) areas may be stated in this section. Specific objectives in these two (2) areas need not be listed unless it becomes evident to the evaluatee and administrator that instructional objectives and standards are not being met because of apparent problems in proper control and suitable learning environment.

For both classroom and nonclassroom staff, objectives derived from job description responsibilities, may be stated in this section.

For nonclassroom staff, professional objectives may be selected from District-adopted publications or be individually developed by the evaluatee. In the latter case, objectives must be consistent with District goals, objectives, and position descriptions.

- (2) Section B - Assessment Techniques. (See Section 2.c of this manual.)
 - (3) Section C - Support Requirements and Constraints. (See Section 2.d of this manual.) Support requirements of a special nature required to achieve certain objectives of a special nature may be detailed within this section. Any absence of normal support and service required to achieve objectives and the absence of which cannot be overcome by normal means, may be described as a constraint.
 - (4) Section D - Degree of Achievement. The evaluatee's section should be completed shortly before the scheduled summary evaluation conference. Normally, objectives and standards will be stated in terms of unit, quarter, or semester results. The administrator may express comments regarding the degree of achievement, and may agree or disagree with the evaluatee's assessment of degree of achievement. If disagreement is expressed, the reasons shall be stated.
- b. Performance Evaluation Addendum. This form is to be completed by the administrator if any section of the summary evaluation report is evaluated as "requires improvement" or "unsatisfactory." The form is to be retained by the site or staff administrator and should be attached to the administrator's copy of the summary evaluation report. The evaluatee should receive a copy of the addendum as well.
 - c. Summary Evaluation Report. This report will be completed and signed at the scheduled summary evaluation conference.

(1) Section I - Evaluation Elements.

For items (1) through (4) an evaluative judgment of "unsatisfactory" indicates that the evaluatee has not been successful in achieving objectives. An evaluative judgment of "requires improvement" indicates that the evaluatee has achieved some degree of success in reaching stated objectives, but in the judgment of the administrator has not achieved the degree of success required for an "effective" evaluation. The judgment "effective" may represent a broad range of effectiveness; however, the "effective" employee has achieved success in meeting objectives and in developing satisfactory behaviors regarding professional responsibilities.

(2) Section II - Comments by Evaluator.

Any marked strengths or weaknesses (not mentioned in Performance Evaluation Addendum) may be commented upon. Should any problems be observed and specifically commented upon in this section, the administrator has the responsibility of providing counseling and assistance and of noting this upon the Performance Evaluation Addendum.

(3) Section III - Composite Evaluation.

The composite evaluation shall reflect the judgments made in Sections I and II. If some elements of Sections I and II have been evaluated to be less than "effective," yet other elements "effective," the professional judgment of the administrator will determine whether the composite evaluation is "unsatisfactory," "requires improvement," or is "effective."

(4) Section IV - Comments by Evaluatee.

The evaluatee may append any information to the summary report that is relevant to the evaluation. This statement will become part of the formal evaluation report for the evaluatee and will be reviewed by the Division of Personnel Services.

4. Disposition of Forms. The evaluation worksheets, the administrator's copy of the summary evaluation, and any performance evaluation addendums will be retained for record purposes by the site or staff administrator. The evaluatee will maintain his/her copies of all evaluation forms, as the employee deems to be professionally necessary. Only the summary evaluation report shall be forwarded to the Division of Personnel Services. This copy will be filed with the employee's personnel folder.

When an employee is not recommended for reemployment, all site or departmental evaluation records shall be forwarded to the Division of Personnel Services. Should a staff member be transferred to another assignment, the evaluation records maintained at the original site or department location should be requested by the employee's new site administrator and such records transferred to the new assignment location.

EVALUATION WORKSHEET

Instructions: Use separate form for each objective. Evaluatee completes sections A, B, and C and forwards both copies of forms to evaluator. After review, evaluator signs and returns one copy to evaluatee. Prior to final evaluation conference, evaluatee completes section D for each objective. Evaluator and evaluatee review and sign worksheets when Summary Evaluation Report is completed. Retain worksheets at school department location. If the form does not provide sufficient space, please attach a supplementary sheet for any section (A, B, C or D).

Name	School or Department
------	----------------------

A. Objective and Standards.

B. Assessment Techniques.

C. Support Requirements and Constraints, including Situations or conditions unique to the class or assignment

D. Degree of Achievement
Evaluatee:

Evaluator:

Sections A, B, and C

Section D

Evaluatee's Signature Date

Evaluatee's Signature Date

Evaluator's Signature Date

Evaluator's Signature Date

Sweetwater Union High School District

PERFORMANCE EVALUATION ADDENDUM

Instructions: 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 and 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	REVIEWER	EVALUATEE
Signature(s)	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 _____

WHITE COPY—Evaluator
CANARY COPY—Evaluatee

Sweetwater Union High School District

SUMMARY EVALUATION REPORT

Employee Name	School or Department
Title, Subject Area, or Grade Level	Employee Status Check One Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> Permanent <input type="checkbox"/>

SECTION I: EVALUATION ELEMENTS See adopted evaluation guidelines and Job Description

Unsatisfactory	Requires Improvement	Effective	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. <u>Achievement of stated objectives</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. <u>Maintenance of proper control</u> related to achievement of objectives
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. <u>Preservation of suitable environment</u> related to achievement of objectives
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. <u>Performance of other duties and responsibilities</u>

SECTION II: COMMENTS BY EVALUATOR (Evaluator may also attach additional written comments.)

SECTION III: COMPOSITE EVALUATION If marked "requires improvement" or "unsatisfactory" Performance Evaluation Addendum must be completed

Unsatisfactory Requires improvement Effective

SECTION IV: COMMENTS BY EVALUATEE: (Evaluatee may also attach additional written response)
 If additional comments are attached check here:

EVALUATOR

Signature(s)

Title

Date

EVALUATEE

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

Signature Date

ADULT SCHOOL TEACHER UNIT EVALUATION REPORT

Name _____ Last name _____ First name _____ Middle initial _____ Years in Adult School Program _____ (including this year)

School Assigned _____ CVA _____ MVA _____ SA _____ MoA _____

Credential(s) held _____

Subject Assignment _____

I. UNDER LINE STRONG POINTS AND CIRCLE WEAK POINTS

Punctuality

Class Preparation

Relationships as they Relate to Classroom Instruction:

Accuracy and Promptness of Attendance and Other Reports

Use of Instructional Material Available

Teacher-Student

Student Control

Teaching Methods and Techniques

Teacher-Teacher

Classroom Organization

Meets Course Goals and Objectives

Teacher-Administration

Subject Knowledge

Acceptance of Suggestions

Teacher-Community

II. COMMENTS: _____

III. OVERALL EVALUATION: (check one)

SATISFACTORY

IMPROVEMENT NEEDED

UNSATISFACTORY

If the evaluation indicates weaknesses or the overall evaluation is marked improvement needed or unsatisfactory, the employee shall acknowledge the evaluation by signing it and shall receive a copy.

Employee's comments, if desired (attach additional sheet, if needed): _____

Date _____

Employee's signature _____

Date _____

Evaluator's signature _____

SALARY PLACEMENT AND SALARY RECLASSIFICATIONA. Salary Placement

1. Salary classifications will be based on accredited college or university credits in professional and academic training. Effective with the 1978-79 school year:

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. Previous teaching experience outside the District, and 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 Personnel Services 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 (9th) step for a combination of the above.
 - D. Current teachers may be placed on the salary schedule by years of service previously verified by the District. No retroactive payment shall be made for the year 1984-85 or any previous year.

(Years of teaching experience outside the District which were previously verified by the District for employees before July 1, 1985 shall be recognized for salary experience credit for said employees, providing said credit not result in the unit member's placement above the ninth (9th) step.)

3. Years of teaching experience outside of the District which were previously recognized, even though not granted, by the District for salary placement credit shall be recognized the same as in District experience for advancement to Step 17, 21 and 25 for Class V, VI and VII. Teaching experience previously verified by the District at the time of employment may be credited to an employee for anniversary placement, if requested.

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 teaching.

- I. Accredited college or university courses that are specified as upper division or graduate courses completed on transcript are automatically acceptable if they meet one (1) of the following conditions:
 - A. Courses required to obtain a California teaching credential.
 - B. Courses taken from a school of education.
 - C. Courses taken in the major or minor as verified on transcript.
 - D. Courses related to current teaching 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 teacher's assignment.
- II. 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 or 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.
- III. Satisfactory completion of District Funded Workshops are acceptable for salary reclassification credit. Repeat credit for District workshop is not acceptable.
- IV. Courses applicable for salary reclassification under the District Staff Development in Cultural Awareness Plan:
 - A. Courses which do not meet conditions outlined in Paragraphs I and II above, may be approved for salary reclassification provided they meet requirements of the Education Code and/or the District Plan for Staff Development in Cultural Awareness.
 - B. These include adult school, community college, college and university lower division, upper division and/or graduate level courses focusing on history, culture and problems of selected minority or ethnic groups

formally approved by the California State Department of Education as well as other similar courses which, although not specifically identified by the Department of Education, have been evaluated and approved by the District Cultural Awareness Committee (CAC).

- C. Proof of completion of summer courses may be temporarily verified by sending a postcard to the Division of Personnel Services identifying the institution, course number, course title, units of credit, and verification of satisfactory completion signed by the instructor, to be followed by an official transcript to be sent to the Division of Personnel Services for final certification.
 - D. Applications for reclassification credit involving courses meeting criteria established for staff development in Cultural Awareness are to be submitted to the Assistant Superintendent, Administration on District Form 8518-75. The Assistant Superintendent, Administration or his/her designee will certify the applicability of the course(s) of the Cultural Awareness Program and forward the application to the Division of Personnel Services for appropriate administrative action.
- V. A unit member must file Application for Reclassification on salary schedule on or before September 30 of each school year. Failure to do so will automatically cancel eligibility for reclassification for that school year. Salary adjustments for academic training shall be retroactive to July 1 of the appropriate year.

SALARY SCHEDULES

The indication or reference to any position in the salary schedules in these appendices shall not be interpreted to prevent the District from eliminating that position or laying off employees.

SWEETWATER UNION HIGH SCHOOL DISTRICT
SALARY SCHEDULE FOR
REGULAR DAY SCHOOL CERTIFICATED UNIT MEMBERS
Effective July 1, 1986

<u>STEP</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>	<u>CLASS VI</u>	<u>CLASS VII</u>
1	21,740	21,740	21,740	22,981	24,271	25,561	26,851
2	21,740	21,740	22,630	23,920	25,210	26,500	27,790
3	21,740	22,279	23,569	24,859	26,149	27,439	28,729
4	21,928	23,218	24,508	25,798	27,088	28,378	29,668
5	22,867	24,157	25,447	26,737	28,027	29,317	30,607
6	23,806	25,096	26,386	27,676	28,966	30,256	31,546
7	24,745	26,035	27,325	28,615	29,905	31,195	32,485
8	25,684	26,974	28,264	29,554	30,844	32,134	33,424
9	26,623	27,913	29,203	30,493	31,783	33,073	34,363
10	27,562	28,852	30,142	31,432	32,722	34,012	35,302
11	28,501	29,791	31,081	32,371	33,661	34,951	36,241
12			32,020	33,310	34,600	35,890	37,180
13				34,249	35,539	36,829	38,119
14					36,478	37,768	39,058
17					37,417	38,707	39,997
21					38,356	39,646	40,936
25					39,295	40,585	41,875

Teachers serving as resource teachers at the administration center shall receive one additional increment in accordance with this salary schedule.

(Over)

- CLASS I Bachelor's Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health.
- CLASS II Bachelor's Degree plus 15 semester units subsequent to Bachelor's Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
- CLASS III Bachelor's Degree plus 30 semester units subsequent to Bachelor's Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
- CLASS IV Bachelor's Degree plus 45 semester units subsequent to Bachelor's Degree or Master's Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
- CLASS V Bachelor's Degree plus 60 semester units subsequent to Bachelor's Degree, or Master's Degree plus 15 semester units subsequent to Master's Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
- CLASS VI Bachelor's Degree plus 75 semester units subsequent to Bachelor's Degree, or Master's Degree plus 30 semester units subsequent to Master's Degree. Nurses also require a Health and Development or Standard Designated Services Credential with a Specialization in Health, and an Audiometrist endorsement.
- CLASS VII Master's Degree plus 45 semester units subsequent to Master's Degree; or Master's Degree with 90 semester units subsequent to Bachelor's 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
October 10, 1985

07/86

**SWEETWATER UNION HIGH SCHOOL DISTRICT
OTHER CERTIFICATED SALARY RATES**

<u>Hourly Rate</u>	<u>1986-87</u>
Driver Training Teachers (Effective at the beginning of each regular school year)	\$ 16.29
Saturday School (One hour sick leave for every 18 hours worked)	19.31
Curriculum Work (Such work to be posted for bargaining unit members)	19.31
SPELS - additional approved work	19.31
Hourly Teaching - Extended Day (Where approved by the District)	19.31
Day School Summer School Hourly Rate	19.78
 <u>Daily Rate</u>	
A.S.B. Advisors, Journalism Teachers, A.S.B. Leadership Conference, for extra days of service (Effective July 1 of each year)	115.83
Summer School Daily Rate	89.01

Schedule for Other Certificated Salary Rates
Page 2

	<u>1986-87</u>
School Curriculum Committee members per year	\$282.55
Pay for Supervision:	
Afternoon Assignments	13.51
Evening Assignments	27.00
(Effective at the beginning of each regular school year)	

Employees will not receive supervision pay who are receiving an extra service stipend for activities included in that assignment.

Employees must receive prior approval from their principals to receive supervision compensation.

Approved by
Board of Trustees
October 17, 1985

07/86

SWEETWATER UNION HIGH SCHOOL DISTRICT
SALARY SCHEDULE FOR EXTRA PAY FOR EXTRA SERVICES
HIGH SCHOOL

	<u>1986-87</u>
Director of Athletics	\$ 462
 <u>Boys' Athletics</u>	
Varsity Football	2,626
Assistant Football	2,038
Varsity Basketball	2,626
Junior Varsity Basketball	1,851
Sophomore Basketball	1,109
Varsity Baseball	2,223
Junior Varsity Baseball	1,666
Golf	741
Varsity Tennis	1,296
Cross Country	1,296
Varsity Track	2,223
Assistant Track	1,666
Wrestling	2,223
Assistant Wrestling	1,666
Varsity Swimming	1,480
Water Polo	1,480
Soccer	2,038
Junior Varsity Soccer	1,296
Gymnastics	1,480
Freshman Baseball	741
Freshman Wrestling	741
 <u>Girls' Athletics</u>	
Varsity Gymnastics	1,851
Assistant Gymnastics	1,296
Varsity Tennis	1,296
Varsity Volleyball	1,480
Assistant Volleyball	1,109
Badminton	741
Soccer	2,038
Junior Varsity Soccer	1,296
Varsity Basketball	2,626
Assistant Basketball	1,851
Varsity Softball	2,223
Assistant Softball	1,666
Varsity Track	2,223
Cross Country	1,296
Field Hockey	1,296

Approved by
Board of Trustees
October 17, 1985

**SWEETWATER UNION HIGH SCHOOL DISTRICT
SALARY SCHEDULE FOR EXTRA PAY FOR EXTRA SERVICES
JUNIOR HIGH SCHOOL**

<u>Boys' Athletics</u>	<u>1986-87</u>
Jr. High Football	\$ 264
Jr. High Basketball	264
Jr. High Track	264
Jr. High Soccer	264
<u>Girls' Athletics</u>	
Jr. High Volleyball	264
Jr. High Basketball	264
Jr. High Gymnastics	264
Jr. High Track	264

Approved by
Board of Trustees
October 17, 1985

SWEETWATER UNION HIGH SCHOOL DISTRICT

SALARY SCHEDULE FOR EXTRA PAY FOR EXTRA SERVICES (NON-ATHLETIC)

HIGH SCHOOL

<u>Non-Athletic</u>	<u>1986-87</u>
Marching Band	1,501
Drama	635
Speech	741
Vocal Music	635
Girls' Marching Corps	741
School Paper	422
School Annual	422
Cheerleader Advisor	422
Pep Club Advisor	422
Lunch Supervision	1,501
Graphic Arts	422
Academic Decathlon	422
Academic League	422

JUNIOR HIGH SCHOOL

<u>Other</u>	
Jr. High A.S.B.	1,058
Jr. High Band	422
Vocal Music	318
School Publications	318
Lunch Supervision	1,501
Intramurals	264

Approved by
Board of Trustees
October 17, 1985

07/86

**SWEETWATER UNION HIGH SCHOOL DISTRICT
ADULT SCHOOL SALARY SCHEDULE FOR CLASSROOM TEACHERS**

		1986-87 <u>Hourly Rates</u>
STEP 1	1st through 3rd year of service	\$19.78
STEP 2	4th through 6th year of service	\$20.28
STEP 3	7th through 9th year of service	\$20.74
STEP 4	10th year of service or more	\$21.16

SUMMER SCHOOL ADULT SCHOOL SALARY SCHEDULE

		1986-87 <u>Hourly Rates</u>
STEP 1	1st through 6th year of service	\$19.78
STEP 2	7th year of service or more	\$20.74

Approved by
Board of Trustees
October 17, 1985

07/86

**SWEETWATER UNION HIGH SCHOOL DISTRICT
SALARY SCHEDULE FOR HOME TUTORS,
R.O.P., AND V.E.A. TEACHERS**

		1986-87
		<u>Hourly Rates</u>
STEP 1	1st through 3rd year of service	\$19.78
STEP 2	4th through 6th year of service	\$20.28
STEP 3	7th through 9th year of service	\$20.74
STEP 4	10th year of service or more	\$21.16

NOTE: This schedule does not apply to summer school.

Approved by
Board of Trustees
October 17, 1985

07/86

ANNIVERSARY INCREMENT1. 17-Year Anniversary Increment

This increment is in addition to the maximum step of the effective teachers' salary schedule and will be granted to teachers who meet the following conditions:

- a. Must be on or eligible for salary Class V or better by September 30 of the year of eligibility.
- b. Have recognized teaching service for 17 full years or more.

2. 21-Year Anniversary Increment

This increment is in addition to the maximum step of the effective teachers' salary schedule and will be granted to teachers who meet the following conditions:

- a. Have met all requirements as listed for 17-year merit increment.
- b. Have recognized teaching service for 21 full years or more.

3. 25-Year Anniversary Increment

This increment is in addition to the maximum step of the effective teachers' salary schedule and will be granted to teachers who meet the following conditions:

- a. Recognized teaching service for 25 full years or more.
- b. Must be on or eligible for salary Class V or better by September 30 of the year of eligibility.

The anniversary increment is not granted automatically on the basis of 17, 21, or 25 years of service. Application (Form No. 8509) must be submitted through proper channels and the above conditions met before the increment will be approved.

It will not be necessary for a teacher who has been approved for the 17, 21, or 25-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 teacher must have been employed for a minimum of 75% of the required working days for that year.

SWEETWATER UNION HIGH SCHOOL DISTRICT
DIVISION OF PERSONNEL SERVICES
(TEACHERS' BARGAINING UNIT)

APPLICATION FOR 17-, 21-, OR 25-YEAR CERTIFICATED ANNIVERSARY INCREMENT

Application must be received by the Division of Personnel Services by September 30.

I have reviewed the agreement for the 1986-87, 1987-88, and 1988-89 school years between the Sweetwater Union High School District and the Sweetwater Education Association/CTA/NEA, relative to the requirements for an anniversary increment and am of the opinion that I meet the conditions necessary for my application to be considered. I am applying for the: (check increment(s) applicable)

17-year increment 21-year increment 25-year increment

I have completed _____ years of full-time teaching with the Sweetwater Union High School District.

I have _____ years of full-time out-of-district teaching experience previously verified by the district at the time of my employment.

Present this application to your building administrator. Your administrator will provide you a written acknowledgement of receipt and forward your application to the Division of Personnel Services for further processing.

_____ School

_____ Print Name

_____ Signature

_____ Date

_____ Social Security Number

This acknowledges receipt of anniversary increment application:

_____ Date

_____ Principal

The above certificated employee has met the requirements for the following anniversary increment:

17-year increment 21-year increment 25-year increment

Effective: _____

Comments: _____

Signature of Personnel Administrator

EXTRA SERVICES COMPENSATION

The Extra Services Compensation Committee shall continue to assess the levels of extra pay schedules and shall make a recommendation of modifications, to each party, for possible inclusion in this Agreement.

WAGE/BENEFIT FORMULACOMPENSATION FORMULA

The parties agree that the 1986-87 salary increases shall be established as follows:

A. Definitions

1. Base revenue limit per average daily attendance (BRL/ADA) is the amount of appropriated general fund unrestricted, ongoing income per ADA received by the District from the State.
2. The State Form K-12 (Form for determination of the District's revenue limit for K-12 programs) contains electronic data processing numbers (EDP). The parties agree that when the forms for 1985-86 become available, they will meet to develop a worksheet consistent with the following and stating the current EDP numbers for the items mentioned below.
3. The 1985-86 BRL/ADA shall include:
 - (a) any COLA initially provided in 1985-86
 - (b) any longer day money initially provided in 1985-86, and
 - (c) any equalization aid initially provided in 1985-86.
 - (d) For 1985-86 the BRL/ADA is approximately \$2714.00. This amount will be determined utilizing State forms when the parties meet as prescribed in A.2.
4. The 1986-87 BRL/ADA shall include:
 - (a) any COLA initially provided in 1986-87
 - (b) any longer day money initially provided in 1986-87, and
 - (c) any equalization aid initially provided in 1986-87.
5. Any increase in the BRL/ADA which is a result of monies provided to offset increased District STRS costs above 8% shall be excluded from the computations.

- B. If the situations described in D, F, and H below occurs during 1985-86, similar increases or decreases shall be applied to the 1986-87 salary schedules which result from the following formula.

The 1985-86 salary schedule shall be increased by the results of following computations, effective July 1, 1986 and shall become the 1986-87 salary schedule.

1. $1986-87 \text{ BRL/ADA} \text{ minus } 1985-86 \text{ BRL/ADA} = A$
2. $A \text{ divided by } 1985-86 \text{ BRL/ADA} = B$
3. B, converted to a percent, represents the percentage increase applied to all salary schedules, except for adult education.

- C. No later than August 15, 1986, the District shall make an estimate of its 1986-87 BRL/ADA (P2) and submit the information and supporting documents to the Association. Within fifteen (15) days of the District's submission of this

information, the Association shall inform the District, in writing, that it does or does not concur with this data. If there is disagreement, such notice shall include calculations prepared by the Association. The District may implement its proposed calculations or the proposed calculations from the Association or attempt to resolve the disagreement. If the Association does not notify the District of any disagreement, the District shall implement its calculations.

In the event of a dispute between the SEA and the District as to the amount of the District's base revenue limit per ADA for any year, the parties will consult with the San Diego County Office of Education in an attempt to resolve any dispute over said calculations.

- D. No later than April 30, 1987, utilizing its 1986-87 (P2) BRL/ADA, the District shall perform the computations described in B. above and submit the information and supporting documents to the Association. If the Association concurs and if this results in a decrease of more than .5%, then the decrease shall be applied to the 1986-87 salary schedules, except for Adult Education. If the recalculation results in an increase, then the difference between the amount computed in B. above and the recalculated amount shall be applied to the 1987-88 salary schedule.
- E. After the increase in the salary schedule has been determined as described above, the minimum salary shall be increased as described in Education Code Section 45023.4.
- F. Intent of the Parties
1. The parties agree that the terms and computations used in 1985-86 could be modified in 1986-87. It is the intent of the parties to compute the percentage increase in its appropriated general fund, unrestricted, ongoing monies per ADA from 1985-86 to 1986-87, even though the terms and computations may be different.
 2. If the State provides monies for the District to conduct a program such as it has done for longer year and longer day in 1983-84 and 1984-85, and this is ongoing revenue which can be used for salary increases, then the parties agree to incorporate these monies in the formula in B. above.
 3. In applying D. above, the parties will take into account information from the Governor, Legislature, or State Department of Education which indicates that adjustments such as projected deficits will be funded via legislation or recalculation of the revenue limit formulas, then the District may delay any deductions from the formula stated in B. above, due to situations described in D. above until the facts are known, but in no case later than March 10, 1987.
- G. Health and Welfare Benefits
1. For 1985-86 the maximum dollar limit cap per unit member on health and welfare benefits under Article 26 is \$2880.00.
 2. For 1986-87 the maximum dollar limit cap per unit member shall be increased by an amount equal to twice the percentage computed in B. above.

3. If the increase in health and welfare benefit premiums exceeds the cap determined in G.2. above, then the District shall automatically implement tenths payroll deductions for the excess cost unless the Association, by September 1, 1986, agrees to:

- (a) reduced benefit costs, or
- (b) reduce the salary increase.

The District will provide the Association with the 1986-87 premiums by August 1, 1986.

4. For the 1989-90 school year the maximum dollar limit cap will be established at the cost of the most expensive programs not to exceed the 1988-89 maximum dollar limit cap.

H. Reopeners

Upon the request of either party Sections A-G above will be reopened under the conditions specified if any one of the following occurs:

1. The percent increase in the BRL/ADA is less than the increase specified in E.C. 42238.1 (1985) minus one percent (1%).
 2. If the District is required to pay increased retirement contributions, i.e. STRS, Social Security, or Medicare, which are not reimbursed by the State or Federal Government, then
 - (a) the District will pay any increased costs up to .5%;
 - (b) if the increased cost is between .5% and 1%, then the salary increases computed according to B. above shall be reduced by the amount of the increase minus .5%;
 - (c) if the increased cost is greater than 1%, then, upon the request of either party, the parties shall reopen negotiations on the formula.
 3. The law is modified to allow the District to pay for all or part of the employee STRS contributions. Any such reopener is limited to the Association's desire to have the District pay all or part of the unit members' STRS in lieu of the salary increase determined by B. above.
 4. The law is modified to increase the taxes currently (1985) paid on health and welfare benefits. Any such reopener is limited to shifting income between salaries and health and welfare benefits without increasing the District's cost.
 5. The law is changed to require the District to differentiate its level of contribution for unit members for Social Security or STRS.
- I. The salary and health and welfare increases for 1987-88 and 1988-89 shall be computed in the same manner as described in A-H above.

J. Adult Education

The parties agree that the 1986-87 adult education salary schedule shall be determined as follows:

1. If the 1986-87 net ending balance, exclusive of income and expenses of fee supported courses, is equal to or greater than the 1985-86 net ending balance, exclusive of income and expenses of fee supported courses, minus \$150,000, then the adult education salary schedule shall be increased by the same percentage as determined in B. above.
2. If the 1986-87 net ending balance, exclusive of income and expenses for fee supported courses, is less than the 1985-86 net ending balance, exclusive of income and expenses for fee supported courses, minus \$150,000, then the adult education salary schedule shall be increased by a percentage equal to the percentage increase in the adult revenue limit per ADA from 1985-86 to 1986-87. In 1984-85 this computation was on schedule S of Form K-12. The parties agree to meet following receipt of the 1985-86 Form K-12 to develop a worksheet stating the proper references for this computation.
3. The parties agree to reopen negotiations on the adult education salary schedule if any of the following occurs:
 - (a) changes in legislation which negatively impacts concurrent enrollment income, or
 - (b) the net unrestricted ending balance drops below four percent (4%), exclusive of any income or expense for fee supported courses, or
 - (c) the ratio of adult teacher salaries to all adult fund programs expenditures, exclusive of fee supported courses, special categorical projects and rental of facilities, is diminished by more than five percent (5%).
4. The parties agree that terms and computations used in adult education funding in 1985-86 may be modified in 1986-87. It is the intent of the parties to compute the percentage increase in its appropriated adult general fund, unrestricted, ongoing monies per ADA from 1985-86 to 1986-87, even though the terms and computations may be different.
5. The Adult Education salary schedule shall be increased in 1987-88 and 1988-89 in the same manner as described above except, if the reduction in the net ending balance, exclusive of income and expenditures for fee courses, exceeds a cumulative total of \$450,000 from 1985-86, then the increase computed by J.2. above shall be implemented.

K. Dispute Resolution

The Association may grieve (and arbitrate) the District's failure to follow revenue calculations certified by the San Diego County Office of Education and/or the District's failure to follow the provisions of this Appendix including, but

not limited to proper computation of salary/health and welfare costs. The parties, by making reference to grievances in this article, do not authorize interest arbitration of any dispute. The arbitrator is limited to requiring the District to follow the San Diego County Office of Education's certified calculations and the provisions of this Appendix.

- L. The provisions of this formula shall terminate automatically upon termination of this Agreement, and nothing herein shall be construed as establishing a practice or as the status quo pending completion of negotiations on a successor agreement.

EXAMPLES FOR ILLUSTRATION PURPOSES ONLY

EXAMPLE 1

ASSUME:

1. 1984-85 BRL/ADA = \$2511
2. 1985-86 COLA = \$158
3. 1985-86 Longer Day Money = \$35
4. 1985-86 Equalization Aid = \$10
5. 1986-87 COLA = \$150
6. 1986-87 Longer Day Money = \$35
7. 1986-87 Equalization Aid = \$10

Calculations according to B above

1. 1985-86 BRL/ADA = $\$2511 + \$158 + \$35 + \$10 = \$2714$
2. 1986-87 BRL/ADA = $\$2714 + \$150 + \$35 + \$10 = \$2906$
3. $\$2906 - \$2714 = \$192$
4. $\$192 \text{ divided by } \$2714 = 7.07\%$

Therefore, the salary schedules, except adult education, will be increased by 7.07%

EXAMPLE 2

Assume the calculations in example 1 and,

1. Assume in the spring of 1987 the data indicates that the computations should be 7.75%
2. Therefore, the 1987-88 salary increase shall include an additional $7.75\% - 7.07\% = .68\%$

EXAMPLE 3

Assume the calculations in example 1 and,

1. Assume in the spring of 1987 the data indicates that the computations should be 6.4% due to a deficit factor and this is not changed by subsequent state actions
2. Therefore, the 1987-88 salary increase shall be reduced by $7.07\% - 6.4\% = .67\% - .5\% = .17\%$

Therefore, if results of the 1987-88 computations according to B above were 6%, then the 1987-88 increase would be $6.0\% - .17\% = 5.83\%$

EXAMPLE 4

1. Assume results of the calculations in B above are 6%
2. Assume that the District was required to pay for medicare for unit members at an increased cost of .8%

Therefore, the 1987-88 salary increase shall be reduced by $.8\% - .5\% = .3\%$ for an increase of 5.7%

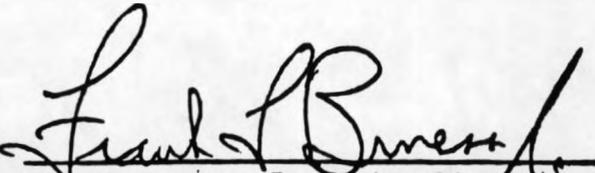
EXAMPLE 5

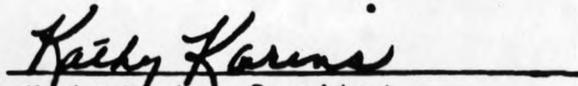
Assume the results in the computations in B above are 6% for 1986-87

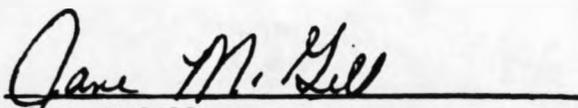
Therefore, the maximum in dollar limit cap for health and welfare benefits shall be $\$2880 \times 1.12 = \3226

Further, assume the maximum premiums were \$3300, the District would deduct $\$3300 - \$3226 = \$74$ or \$7.40 per pay period from those unit members' paychecks who choose the maximum benefits, unless the Association implemented G-3.

This Agreement is approved by the Sweetwater Education Association, the exclusive representative of the teacher unit, on October 10, 1985, and attested to by the following signatures:

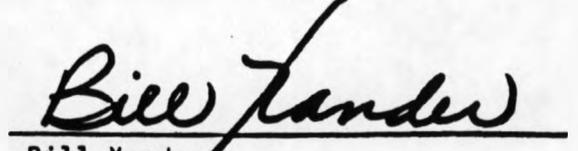

Frank Bures, Executive Director
Sweetwater Education Association

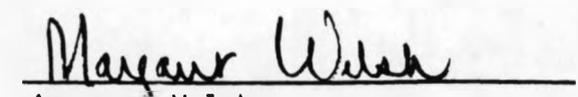

Kathy Karins, President
Sweetwater Education Association


Jane McGill, Chairperson
Sweetwater Education Association

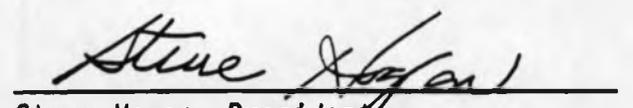

Bob Fredrickson
Bargaining Team Member

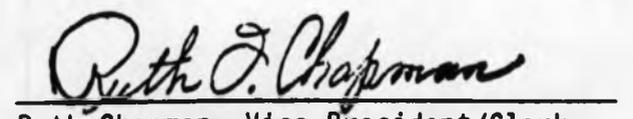

Gary Chabner
Bargaining Team Member


Bill Xander
Bargaining Team Member


Margaret Welsh
Bargaining Team Member

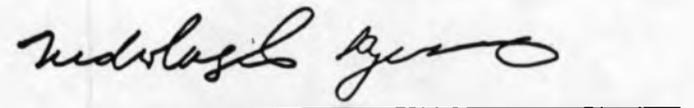
This Agreement is approved by the Sweetwater Union High School District Board of Trustees on October 10, 1985, and attested to by the following signatures:

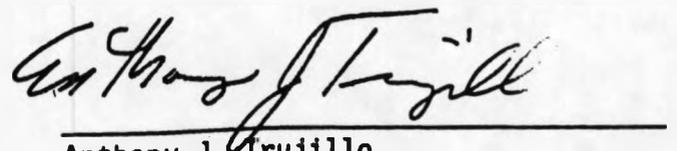

Steve Hogan, President
Sweetwater Union High School District
Board of Trustees

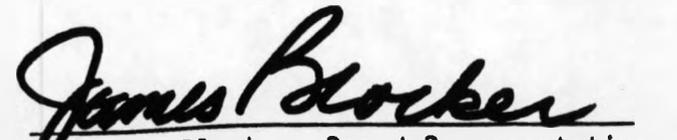

Ruth Chapman, Vice President/Clerk


Judith L. Bauer, Member


Lita David, Member

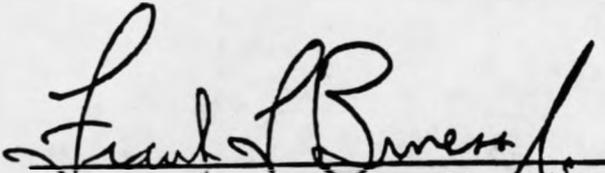

Nicholas Aguilar, Member

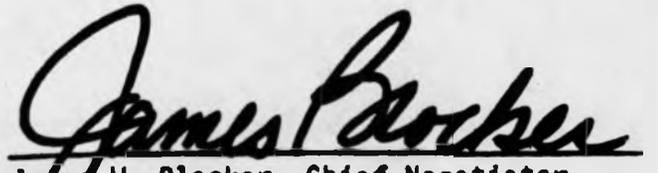

Anthony J. Trujillo
District Superintendent

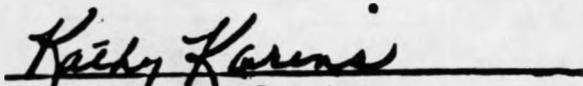

James W. Blocker, Board Representative
Director of Employer-Employee Relations

This Agreement is tentatively agreed to on September 27, 1985, by the bargaining team of the Sweetwater Education Association. This tentative Agreement is recommended to the unit membership for ratification.

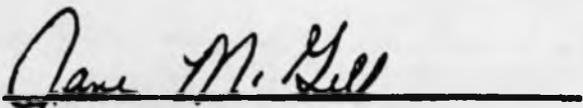
This Agreement is tentatively agreed to on September 27, 1985, by the bargaining team of the Sweetwater Union High School District. This Agreement is recommended to the Board of Trustees for adoption.

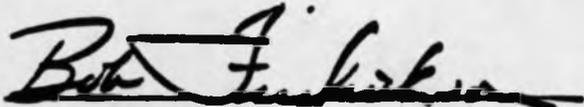

Frank Buress, Executive Director
Sweetwater Education Association


James W. Blocker, Chief Negotiator
Director of Employer-Employee Relations
Sweetwater Union High School District

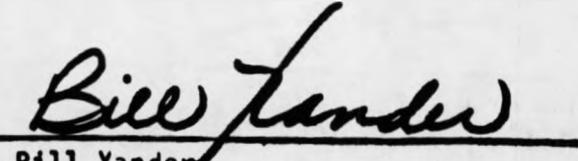

Kathy Karins, President
Sweetwater Education Association

DATE 9-27-85


Jane McGill, Chairperson
Sweetwater Education Association


Bob Fredrickson
Bargaining Team Member


Gary Chabne
Bargaining Team Member


Bill Xander
Bargaining Team Member


Margaret Welsh
Bargaining Team Member



*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

820836

April 22, 1992

Director-Employer-Employee Relations
Sweetwater Union High School District
Administration Center
1130 Fifth Avenue
Chula Vista, CA 91911-2896

RECEIVED
APR 28 1992
E/E RELATIONS

Respondent:

We now have on file a copy of your collective bargaining agreement(s):

Sweetwater Union High School District with the CTA/NEA, Teachers and
counselors. The tentative agreement we have on file expires June, 1993.

We would appreciate your sending us the following information to complete our files:

Copy of previous agreements and number of workers covered by each
agreement.

Teachers 1465 . Counselors 95 .

*Agreements as follows:
Teachers 1986-1989*

Counselors: 1986-1989

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JANET L. NORWOOD
Commissioner