4-11-1991

Sweetwater Union High School District, Board of Trustees and Sweetwater Education Association/CTA/NEA (1990)
Sweetwater Union High School District, Board of Trustees and Sweetwater Education Association/CTA/NEA (1990)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.
AGREEMENT

BETWEEN

SWEETWATER UNION HIGH SCHOOL DISTRICT

AND

SWEETWATER EDUCATION ASSOCIATION/CTA/NEA

1990 - 1991
1991 - 1992
1992 - 1993
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agreement</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Negotiation Procedures</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Concerted Activities</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Association Rights</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Professional Dues and Service Fee</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>Consultation Rights</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>Grievance Procedure</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>Nondiscrimination</td>
<td>11</td>
</tr>
<tr>
<td>10</td>
<td>Just Cause Discipline</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Just Cause Suspension</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>Unit Member Layoffs/Dismissals</td>
<td>15</td>
</tr>
<tr>
<td>13</td>
<td>Transfer</td>
<td>16</td>
</tr>
<tr>
<td>14</td>
<td>Site Teaching Assignments</td>
<td>20</td>
</tr>
<tr>
<td>15</td>
<td>Evaluation</td>
<td>20</td>
</tr>
<tr>
<td>16</td>
<td>Safety Conditions of Employment</td>
<td>23</td>
</tr>
<tr>
<td>17</td>
<td>School Calendars</td>
<td>26</td>
</tr>
<tr>
<td>18</td>
<td>Duty Hours</td>
<td>26</td>
</tr>
<tr>
<td>19</td>
<td>Class Size</td>
<td>29</td>
</tr>
<tr>
<td>20</td>
<td>Faculty Advisory Committee</td>
<td>30</td>
</tr>
<tr>
<td>21</td>
<td>Part-Time Employment Plan</td>
<td>32</td>
</tr>
<tr>
<td>22</td>
<td>Half-Time Employment</td>
<td>34</td>
</tr>
<tr>
<td>23</td>
<td>Regular 7-12 Summer School</td>
<td>35</td>
</tr>
<tr>
<td>24</td>
<td>Adult Schools</td>
<td>38</td>
</tr>
<tr>
<td>25</td>
<td>Wages</td>
<td>45</td>
</tr>
<tr>
<td>26</td>
<td>Health and Welfare Benefits</td>
<td>50</td>
</tr>
<tr>
<td>27</td>
<td>Extra Service Assignments</td>
<td>52</td>
</tr>
<tr>
<td>28</td>
<td>Replacement or Repair of Employee's Personal Property</td>
<td>56</td>
</tr>
<tr>
<td>29</td>
<td>Employee Assistance Program</td>
<td>57</td>
</tr>
<tr>
<td>30</td>
<td>Leaves</td>
<td>58</td>
</tr>
<tr>
<td>31</td>
<td>Credential Incentive Program</td>
<td>67</td>
</tr>
<tr>
<td>32</td>
<td>Parent Complaint Procedure</td>
<td>68</td>
</tr>
<tr>
<td>33</td>
<td>Mentor Teacher Program</td>
<td>69</td>
</tr>
<tr>
<td>Article</td>
<td>Content</td>
<td>Page</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>34</td>
<td>Assignments</td>
<td>74</td>
</tr>
<tr>
<td>35</td>
<td>Retirement Incentive Program</td>
<td>78</td>
</tr>
<tr>
<td>36</td>
<td>Teacher Absenteeism Incentive Program</td>
<td>79</td>
</tr>
<tr>
<td>37</td>
<td>Implementation of an Individual Program of Professional Growth required by the Education Code</td>
<td>79</td>
</tr>
<tr>
<td>38</td>
<td>Programs of Alternative Education</td>
<td>81</td>
</tr>
<tr>
<td>39</td>
<td>Medicare Provision/AB 265</td>
<td>90</td>
</tr>
<tr>
<td>40</td>
<td>Savings/Miscellaneous Provisions</td>
<td>90</td>
</tr>
<tr>
<td>A</td>
<td>Grievance Report Forms</td>
<td>92</td>
</tr>
<tr>
<td>B</td>
<td>Evaluation Procedures</td>
<td>95</td>
</tr>
<tr>
<td></td>
<td>Evaluation Worksheet (B-1)</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>Performance Evaluation Addendum (B-2)</td>
<td>101</td>
</tr>
<tr>
<td></td>
<td>Summary Evaluation Report (B-3)</td>
<td>102</td>
</tr>
<tr>
<td></td>
<td>Hourly Teacher Evaluation Report (B-4)</td>
<td>103</td>
</tr>
<tr>
<td></td>
<td>Certificated Personnel Evaluation Report (B-5)</td>
<td>104</td>
</tr>
<tr>
<td>C</td>
<td>Salary Placement and Salary Reclassification</td>
<td>105</td>
</tr>
<tr>
<td></td>
<td>Anniversary Increment (C-1)</td>
<td>107</td>
</tr>
<tr>
<td></td>
<td>Application for 18, 22, 26 year Anniversary Increment (C-2)</td>
<td>108</td>
</tr>
<tr>
<td></td>
<td>Application for Salary Reclassification (C-3)</td>
<td>109</td>
</tr>
<tr>
<td>D</td>
<td>Salary Schedules</td>
<td>112</td>
</tr>
<tr>
<td></td>
<td>7-12 School Certificated Unit Members (D-1)</td>
<td>113</td>
</tr>
<tr>
<td></td>
<td>Extra Pay for Extra Service (High School) (D-2)</td>
<td>115</td>
</tr>
<tr>
<td></td>
<td>Extra Pay for Extra Service (Junior High) (D-3)</td>
<td>116</td>
</tr>
<tr>
<td></td>
<td>Other Certificated Salary Rates (D-4)</td>
<td>117</td>
</tr>
<tr>
<td></td>
<td>ROP and Other Hourly Teachers Salary Schedule (D-5)</td>
<td>118</td>
</tr>
<tr>
<td></td>
<td>Adult School Salary Schedule (1990-91) (D-6)</td>
<td>119</td>
</tr>
<tr>
<td></td>
<td>Summer School Adult School Salary Schedule (D-7)</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td>Children's Center Permit Teacher (D-8)</td>
<td>121</td>
</tr>
<tr>
<td></td>
<td>Extra Services Compensation (D-9)</td>
<td>122</td>
</tr>
<tr>
<td></td>
<td>Rate Schedule for Extra Duty Pay for Training and Product Agreements (D-10)</td>
<td>123</td>
</tr>
<tr>
<td>E</td>
<td>Request for Additional Teaching Hours</td>
<td>124</td>
</tr>
<tr>
<td>F</td>
<td>Voluntary Reduction of Teaching Hours</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td>SIGN OFF PAGES</td>
<td>126</td>
</tr>
</tbody>
</table>
ARTICLE 1

AGREEMENT

1.1 This Agreement is entered into this 22nd day of January 1990. 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, 1993.

1.4 Both the District and the Association may elect to reopen one (1) non-monetary Article or Issue each for negotiation. Articles which may not be reopened are: 19, 25, 26, 27, and 35 unless otherwise mutually agreed upon by both the District and the Association.

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: 7-12 classroom teachers (junior and senior high school), adult school classroom teachers (hourly), ROP hourly teachers, 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, childrens' center resource teacher, 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 counter proposals, with respect to any matter not reserved by law from compromise through negotiations and that the understandings and agreement arrived at after the exercise of that right and opportunity are set forth herein. During the term of this Agreement neither party shall be required to negotiate with respect to any matter covered by this Agreement whether or not it was within the knowledge or contemplation of either of both of the parties at the time they negotiated or signed this Agreement. Neither party shall be required to negotiate with respect to any matter not covered by this Agreement provided, however, that neither party shall unilaterally change the terms and conditions of employment for unit members during the term of this Agreement within the scope of representation provided in the Educational Employment Relations Act (EERA).

3.2 If any law is passed by the California Legislature and approved by the Governor or any federal law is passed which mandates that the Board 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.

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 EERA. The Association shall make its initial proposal to the Board between February 1, 1993, and March 1, 1993. Following compliance with the Public Notice Provisions of the Act, negotiations will begin. Any Agreement reached, pursuant to the EERA, by the parties shall be reduced to writing and signed by them.

ARTICLE 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 his/her designee determines that the unit member is needed for school and/or District business; such visitation may be terminated by the principal if the unit member's services are needed in case of emergency.

5.2 Bulletin Boards

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

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 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 Release 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 release time request form, signed by the President or his/her designee of the Association, must be submitted to the immediate supervisor of each unit member to be released the day before the requested release time. This requirement may be waived by the Superintendent or his/her designee in special situations. Except for unusual circumstances, the request shall be granted by the Superintendent or his/her designee.

   (2) Length Of Release Time

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

   (3) Designation Of Release Persons

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

B. The Association may authorize additional release time at Association expense up to a maximum of twenty (20) days per school year. Such release time shall be granted in accordance with sections 5.5A.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 Release Time - Association Officials. The Association President and up to one (1) additional officer, as identified by the Association, shall be granted a reduced teaching assignment. The District shall pay the officers salary and fringe benefits, and the Association shall reimburse the District for a proportionate 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.

5.10 Notices To Association

A. 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.

B. 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.

C. Upon written request of the Association, a list of teachers by seniority shall be provided to the Association for all 7-12 school sites by June 15 of each year.

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 a proportionate amount from the regular salary check of the teacher each month. 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 Association accompanied by a list of unit members for whom such deductions have been made, and indicating any changes in personnel from list previously furnished.
The 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 employees 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 his/her designee. The request will be made in writing in a timely manner to the Superintendent or his/her designee. Within ten (10) duty days, the Superintendent or his/her designee will contact the Association to set a mutually acceptable date and time for such a meeting. Representatives of the Association shall, upon request, be granted release time from their regular duties without salary deduction for any scheduled consultation meetings with the District in accordance with Article 5, Association Rights.

7.4 Consultation Rights procedures found in this article shall be subject to 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 that there has been a violation, misinterpretation, or misapplication of the Agreement.

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

C. A duty day is a regular school day the unit member is assigned to work, defined by Article 18, Duty Hours.

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 had occurred. The written grievance shall contain the following information:

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

2. A listing of 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 - Superintendent or His/Her Designee

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 Superintendent or his/her designee, 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 Superintendent or his/her designee shall meet with the grievant and an Association representative, if requested by the grievant or the Association.

The Superintendent or his/her designee within 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 Superintendent or his/her designee, 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 Superintendent or his/her designee's decision.

(2) If arbitration is initiated by the Association, the Association and the Superintendent or his/her designee shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within 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/her 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.
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 Superintendent or his/her designee and the Association directly, and the processing of such grievance will be commenced at Level II. Transfer grievances may be referred by the Superintendent or his/her designee to the appropriate 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 Release Time For Processing Grievances

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

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 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 or his/her designee 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 or his/her designee 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 or his/her designee shall act upon the charges after the time period for the hearing demand has expired.

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

B. The hearing officer shall conduct the hearing and shall make a determination of the issues and finding of facts as well as ruling on questions, evidence, procedure and appropriateness of the proposed 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 (½) the cost.

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

E. The District will 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 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 section 44660, et seq.)

2. Cause, as defined in Education Code section 44932.

B. The Superintendent or his/her designee shall give thirty (30) days prior written notice of dismissal no later than March 15 in the case of second year probationary employees. Notice of 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 (1) 7-12 school or site to another 7-12 school or site within the District.

A "voluntary transfer" is one initiated by a unit member in the regular 7-12 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 recording tape and 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 May, June, July, and September, May 15, June 15, August 15, December 10, and January 10.

2. Any resignation, retirement or increased enrollment after the August 15 posting which creates a vacant position will be posted September 1; any resignation, retirement or increased enrollment after September 1, posting and prior to December 31, which creates a vacant position will be posted December 10, or January 10, for Semester II. However,
any vacant position created by filling position 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.

9. Upon request, a District representative and a representative of the SEA will meet with a personnel administrator to discuss the dissemination of postings to unit members.

B. Unit members who desire a transfer to a posted vacant or open position may file a transfer application with the Division of Human Resources. 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.

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 three (3) with the highest seniority as defined in section 13.1.

If there are six (6) or more qualified unit member applicants for the posted position(s), then a unit member shall be selected for the position(s).

If there are five (5) or fewer qualified unit member applicants, then the District may select nonunit member(s) for the position(s).

The following criteria shall be used by the principal in selecting an applicant for the posted position:
1. Major/minor/credential

2. Affirmative action policy/O.C.R./state or federal laws and/or guidelines and directives

3. Bilingual specialist, bilingual certificate of competence, bilingual emphasis credential, bilingual fluency (FSI standard 3.5)

4. Seniority

5. Balance of staff; (supervision: men and women shower/locker facilities)

6. Extra service needs (as a tie breaker).

C. Unit members who are interviewed but not selected for the posted position shall be notified by the Division of Human Resources. Notification shall include a form for requesting a written statement from the Division of Human Resources or designee indicating the reasons the unit member was not selected.

D. Regular 7-12 school unit members granted full year noncompensated leaves will not have rights to return to the same position or site.

E. All 7-12 school unit members on a leave of absence of a full year or more may apply for positions.

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 and Intersession periods, a unit member may leave a letter on file with the District and with the Association indicating his/her transfer desires should a position arise.

13.3 Involuntary Transfer

A. If a reduction of staff is necessary at a school site, the principal shall determine the staffing needs of the school site. 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):

a. Longest number of years of District seniority as defined by the Education Code

b. Longest number of years of consecutive service at the school or site
c. Longest number of years of service with the department

d. The District's ability to place the involuntary transfer(s) at another site.

B. 7-12 school involuntary 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 7-12 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 a 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 Teachers transferring from the adult education program to the 7-12 program shall be given step credit based on their years of service in the adult school program. One (1) year of credit shall be given for each year of service in which the teacher has worked nineteen (19) hours a week for seventy-five percent (75%) of the school year. (See Appendix D-6)

13.7 Return From Unpaid Leave

Excluding any other article in this Agreement (except Article 13, Transfer), regular 7-12 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 Human Resources by May 1 of the calendar year in which they wish to return.
13.8 Paid Leave

A unit member on paid leave shall notify the District in writing by November 15 if they do not intend to return for the second semester of that school year and by May 1 if they intend to return for the next school year. A returning unit member will be assigned to his/her prior site unless circumstances at that time prevent such placement.

ARTICLE 14

SITE TEACHING ASSIGNMENTS

14.1 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 department's teaching assignments (i.e., number of sections) shall be submitted by the principal to the department for its reaction and input.

C. The principal shall consider the input obtained through these measures in developing the teaching assignments.

14.2 Principals shall consult with affected unit members prior to making assignments for the second semester.

14.3 Assignments shall not be made in an arbitrary and capricious manner.

14.4 Notices To Association

Copies of each year's tentative master schedule shall be posted by June 1 of each year. A revised tentative master schedule shall be posted by the first duty day for teachers. Second semester tentative master schedules shall be posted four (4) weeks prior to the start of the semester.

ARTICLE 15

EVALUATION

15.1 The performance of each 7-12 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 his/her 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 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 his/her 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 section C below to the submission of the written evaluation described in section 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
(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 Human Resources. 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 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.

15.16 The parties agree to establish an Ad Hoc Committee composed of representatives from both parties to develop recommendations regarding changes in evaluation procedure and forms. Such findings shall be considered in negotiations at the time they are put forward by the committee.

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 (1) class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in section 48900 of the Education Code, to the principal or the principal's designee for consideration of a suspension from the school. (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 of the Education Code are as follows:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any 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 1990-91 and 1991-92 and 1992-93 school years 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 7-12 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. These unit members shall receive one (1) additional increment in accordance with this salary schedule. 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 or more teaching day to extend their workday for the purpose of attending faculty meetings.

18.3 The work year for regular 7-12 school unit members shall be one hundred eighty-four (184) duty days. This shall include:

- 181 instructional days
- 2 pre-school 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:

- Lincoln Day
- Holiday declared by District in lieu of Admissions Day if holiday not observed on Admissions Day
- Washington Day
- Spring recess period
- Memorial Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Winter recess period
- Martin Luther King, Jr. Day

On the last working day of each school year covered by this Agreement, unit members at each site may participate in end of the year programs, a portion of which may occur at locations off site.
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 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 (a) A classroom teacher serving in regular SDC/SH assignments shall be assigned to a one hundred eighty-four (184) day work year. The work year may be extended by the District. The extended work year pay shall be pro rata per diem effective June, 1986.

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

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.

(b) 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. 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.

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

18.7 The work year for nurses and librarians may be extended by mutual consent between the bargaining unit member and the District. The pay for this work will be pro rata per diem.

18.8 (a) Teachers scheduled to be assigned to full-time assignments who are new hires to the District for the 1989-90, 1990-91, 1991-92 and 1992-93 school years may volunteer to attend a District sponsored in-service which will be scheduled for three (3) to five (5) days prior to the opening of school at the Administration Center or other sites identified by the District.

(b) The length of the daily in-service meetings will be approximately six (6) hours.
(c) New teachers will be provided a forty dollar ($40) stipend for each full day they attend an in-service on the days referred to in section 18.8(a) herein. Payment to any one (1) teacher for the in-service shall not exceed two hundred dollars ($200).

(d) New teachers who do not attend the in-service meetings prior to the opening of school will not be subject to discipline because of nonattendance nor will it be reflected in their evaluation.

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

(f) This provision is contingent upon approval of the in-service by the Board of Trustees.

ARTICLE 19
CLASS SIZE

19.1 Beginning with Semester II of the 1989-90 school year, the allocation of regular full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed twenty-eight to one (28-1). This allocation shall be based on a six (6) period workday, and shall be calculated pursuant to administrative estimates of expected enrollments during the third school month of each semester.

The parties also agree that the special needs of pupils may require the reduction of the average class size for certain classes. Pupils in special education classes, alternative classes, opportunity classes for work experience, physically handicapped classes, and study hall are excluded from the enrollment estimates for purposes of determining the aforementioned allocation. The District is not required to fund additional teachers above the twenty-eight to one (28-1) staffing ratio in order to comply with sections 19.3 and 19.5. Semester II of the 1989-90 school year will be a transition period in movement toward meeting the requirements of sections 19.3 and 19.5.

19.2 Staffing adjustments needed to meet this ratio in section 19.1 at any regular 7-12 school shall be made by the third school month of each semester. When 7-12 staffing indicates a deficiency of 0.75 or more of a classroom teacher based on the enrollment estimate during the third school month of each semester, an additional classroom teacher(s) shall be provided.

19.3 With the exception of physical education teachers, fine arts teachers, music, band, dance, chorus, drama, study hall and teachers teaching a sixth period; no teacher shall be required to have a total daily class size beyond one hundred and seventy-six (176). Total class contacts for physical education teachers shall not exceed two hundred seventy-five (275) in a five (5) period day. Teachers who only teach physical education part-time shall have their pupil contacts pro rated.
19.4 The maximum class sizes in all 7-12 school special education classes shall not exceed state maximum limitations including waivers.

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

Bilingual classes will be capped at thirty (30)

ESL classes will be capped at twenty-five (25)

SDC classes will be staffed at a District average of fifteen (15).

The District will achieve these enrollment caps no later than the last day of the second week of each semester during the term of the collective bargaining agreement. Following the second week of each semester, enrollment in all ESL and Bilingual classes shall not exceed contractual caps at any time during the duration of that semester.

19.6 A class size adjustment committee for 7-12 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 or his/her designee.

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.

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

ARTICLE 20

FACULTY ADVISORY COMMITTEE

20.1 Definition

The Faculty Advisory Committee (FAC) is an advisory committee to the principal of the 7-12 schools and is chaired by the principal for discussion of curriculum and instruction issues.

20.2 Purpose

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

20.3 Composition Of The Faculty Advisory Committee

The Faculty Advisory Committee will be composed of the principal, who will be the chairperson, and representatives who has been selected by their respective instructional departments from:

A. English
B. Math
C. Social Behavioral Sciences division
D. Science department (high schools only)
E. The remaining departments will select the at large committee members (two [2] for high school and three [3] for middle/junior high schools)
F. The Association selected site representative shall serve as a seventh member of this committee.

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

The Faculty Advisory Committee will be selected as soon as possible during May of each year to facilitate planning for the following school year. The principal working with the site representative of the Association shall conduct the election. The committee members will be democratically elected by their respective groups as listed in section 20.3. Committee members cannot serve as a representative without being duly elected.

In order to be a nominee for their respective departmental area as defined in section 20.3 above, a unit member must have at least three (3) assignments in the department or area that they are to represent. However, in the event that no unit member has three (3) assignments in a single department or area, he/she may be nominated from a department or area in which he/she has two (2) assignments.

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

The elected Faculty Advisory Committee who was selected in May of 1989 for the 1989-90 school year shall be seated for that year in the group that is appropriate to their current assignment. The additional vacant seats shall be filled in accordance with procedures described.

20.5 Compensation

The wages paid to elected members of the Faculty Advisory Committee shall be established in Appendix D-4.
20.6 **Meetings/Procedures**

A. Meetings will be held at least once a month and by mutual agreement as often as deemed necessary. The agenda(s) will be mutually developed by the principal and the members of the Faculty Advisory Committee.

B. Minutes of the Faculty Advisory Committee meetings shall be recorded by a person mutually selected by the committee and the principal. Published minutes shall be distributed to all staff members as soon as possible following the completion of the meeting. The minutes shall reflect the mutual concurrence of the principal and the committee members relative to the content of the minutes.

C. The Faculty Advisory Committee will make recommendations to the principal regarding teaching assignments during the development of the master schedule. Unit members may appeal to the Faculty Advisory Committee for review of master schedule assignments. Bargaining unit members may appeal to the Faculty Advisory Committee for review of master schedule changes.

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

20.7 **CARE Center/FAC**

In lieu of Faculty Advisory Committee representation, the unit members at the CARE Center shall select one (1) representative to meet with the site administrator on a monthly basis to discuss issues that would normally be discussed with the Faculty Advisory Committee as provided in this article. This representative shall be compensated as a Faculty Advisory Committee member.

**ARTICLE 21**

**PART-TIME EMPLOYMENT PLAN**

21.1 In accordance with Education Code section 44922, a unit member may reduce his/her work load prior to retirement from full-time duties and receive the same credit toward retirement he/she would have received if he/she were employed on a full-time basis. Regulations governing this provision are as follows:

A. The employee must have attained the age of fifty-five (55) years by September 1 of the school year in which work reduction begins.

B. The employee must have been employed as a full-time certificated employee for at least ten (10) years, of which the last five (5) years were in full-time employment in the District.
C. Entry into the five (5) year Part-Time Employment Plan must be exercised at the request of the employee and termination of the plan thereof can be only with mutual consent of both employee and employer. (Final approval of employee participation would rest with the District.) It is understood that at the termination of the unit member's participation in the Part-Time Employment Plan, the employee will begin his/her retirement. However, in the event of proven hardship, the District may grant an exception. (e.g., death, divorce, bankruptcy, etc.)

D. Option to participate in the Part-Time Employment Plan shall be through written request of the employee to the Assistant Superintendent, Human Resources. Such a request as noted above is to be submitted on a District prepared form. Applications should be submitted by May 1.

E. The employee shall be paid a salary which is the pro rata share of the salary he/she would have earned had he/she not elected to exercise the option of a part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive all fringe benefits as provided in section 53201 of the Government Code in the same manner as a full-time employee.

F. Minimum and maximum part-time employment shall be as follows: Unit members 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. Deductions for State Teachers Retirement System (STRS) contributions by the District and by the part-time employee shall be equal to the amount required of a full-time employee. Deductions are to be made on a monthly basis depending on the pay program selected by the employee.

H. Each unit member participating in this plan will earn sick leave in proportion to the percent of employment per year. Example: Fifty percent (50%) (half-time) employment would yield sick leave of fifty percent (50%) of ten (10) days or five (5) days of sick leave. Such sick leave would be accumulative.

I. The optional part-time employment shall be limited to five (5) unit members for the school year.

J. The District agrees to announce annually the availability of the Part-Time Employment Plan to all employees.
K. All provisions of this program will be available to each employee through building principals and administrative department heads.

L. Participating employees will be scheduled for individual meetings by the Division of Human Resources to develop a mutually agreeable program for the employee on or before May 30.

M. 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.

N. 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.)

O. Upon written request by an 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.

P. The Agreement between the District and the participating teacher shall be consummated on or before June 10. (The teacher may be accompanied by an Association representative in any meeting he/she attends with the District, pursuant to this article.)

Q. Application for participation in the program shall be completely voluntary and at the discretion of the employees.

**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 (½) the supervision assignments required of regular staff.

22.2 An employee must notify in writing to their immediate supervisor, no later than April 15 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 May 1 each year.

22.3 An employee accepting a half-time assignment will have salary reduced from a full annual salary to one-half (½) 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 7-12 SUMMER SCHOOL**

23.1 Selection Procedures For 7-12 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 current 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 section 23.1B stated herein. 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 23.1D 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 7-12 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 section 23.2A of this leave provision.

D. Adoption Leave: With notification to the Division of Human Resources, Summer school teachers may take one (1) day to be deducted from sick leave provided in section 23.2A for the purpose of adopting a child. If the sick leave provided in section 23.2A 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 23.2A 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 7-12 Summer school workday shall be five (5) hours, including a fifteen (15) minute duty free lunch period, 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 teachers shall work fifteen (15) minutes before school duty and fifteen (15) minutes lunch supervision.
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 daily rate of pay for serving a full-time 7-12 summer school assignment shall be listed in Appendix D-3. 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-3 in those situations.

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

- Article 1: Agreement
- 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 10: Just Cause Discipline
- Article 11: Just Cause Suspension
- Article 15: Evaluation, section 15.2
- Article 16: Safety Conditions Of Employment
- Article 28: Replacement Or Repair Of Employee's Personal Property
- Article 30: Leaves, sections 30.7, 30.10 and 30.11
- Article 32: Complaint Procedure
ARTICLE 24

ADULT SCHOOLS

Adult school unit members shall be covered by this article in lieu of Article 13, Transfer, Article 18, Duty Hours, Article 20, Faculty Advisory Committee, Article 23, Summer School, and Article 25, Wages. Article 24, Adult Schools, is applicable only to adult school unit members and does not apply to 7-12 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:

1. Martin Luther King, Jr. Day
2. Lincoln’s Birthday
3. Holiday declared by District for the adult schools in lieu of Admissions Day if holiday not observed on Admissions Day
4. Washington’s/President’s Day
5. Spring Recess Period
6. Memorial Day
7. Veteran’s Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Winter Recess Period

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 on 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 (1) 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 have 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.

(3) The District shall establish a central telephone number and recorded message to apprise all adult education teachers regarding possible teaching assignments as follows:

a. Starting with the fourth week of each semester, all teaching openings for each adult school will be placed on a central District tape each Monday until the end of the semester.

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

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.
The salary schedules for the adult school employees shall be set forth in Appendices D-5, D-6 and D-7 which is attached to and incorporated into this Agreement.

Effective Semester I, 1990-91 school year, permanent adult school teachers shall have their semester salary divided into five (5) pay checks of equal amount when assigned to a traditional work year schedule or six (6) pay checks of equal amount when assigned to a year round work year schedule.

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

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

The Faculty Advisory Committees at the Sweetwater Adult School and Montgomery Adult School 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 Faculty Advisory Committee at the Chula Vista Adult/Del Rey Center will be composed of the principal, who will be the chairperson, and representatives who have been selected by their respective groups:

a. One (1) from the Learning Center or the 7-12 staff
b. Three (3) adult school teachers
c. The SEA selected site representative shall serve as a fifth member of this committee
d. If a represented program is removed from Chula Vista Adult/Del Rey Center or if the composition of a representative group significantly changes, this section of the contract will be reopened.

The principal and/or members of the above committees may invite resource people to attend meetings of the committee from time to time as necessary.
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 Adult/Del Rey Center, Montgomery Adult, and Sweetwater Adult) shall elect a Faculty Advisory 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 Faculty Advisory 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 Faculty Advisory 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 Faculty Advisory Committee shall be established in Appendix D-4.

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 Faculty Advisory Committee.

(2) The agenda will be mutually developed by the principal and members of the Faculty Advisory Committee.

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

(4) The Faculty Advisory Committee serves in an advisory capacity to the principal to deal with curriculum and instructional 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 reserves the right to select teachers for Summer school assignments based upon needs of the school and the students.

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

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

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

(5) A copy of memoranda from the District which make inquiry of adult school teachers regarding their interest in teaching Summer school will be posted 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, 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.
D.  Child Bearing Leave

A pregnant employee may take sick leave in accordance with the sick leave provisions of section 24.5B of this article.

E.  Adoption Leave

A Summer school teacher may take one (1) day to be deducted from sick leave provided in section 23.2A., for the purpose of adopting a child, subject to notification of the Division of Human Resources. If the sick leave provided in section 23.2A 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 24.5B 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-7.

24.6 Application For Position In The Regular 7-12 School Program

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

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

C. Any permanent adult school teacher who holds a valid California teaching credential authorizing service in the regular secondary day school program upon request shall receive a statement of reason(s) for the denial of application for employment within the 7-12 schools. Section 24.6 shall not be interpreted to mean that the movement of an adult school teacher to a vacant position within the 7-12 schools is a transfer as defined in Article 13, Transfer.

24.7 Sweetwater Adult Education Work Year

The District and the Association, the exclusive representative of the teacher unit, agree that the District may establish an alternative work year, at Sweetwater Adult School. Employees shall be compensated in accordance with the salary schedule for adult school classroom teachers, found in Appendix D-6 of this Agreement. All alternative work year/school year calendars shall be established by the District after consultation with the Association.
The work year schedule shall be one hundred seventy-five (175) workdays. Additional workdays shall be determined by the District and on site personnel may apply to work these days.

The provisions of section 24.2, shall apply to adult schools with alternative work years. Employees assigned to alternative work year positions shall be given the opportunity to apply for transfer pursuant to section 24.2. All transfers into or out of an alternative work year schedule shall be accomplished in accordance with this Agreement. The work year of a full-time unit member who transfers into or out of the alternative work year school, shall be guaranteed one hundred seventy-five (175) workdays.

For the first year of this program for the 1989-90 school year, the District will transfer unit members out of the alternative work year assignment to another site that has a traditional adult school work year schedule, if requested by the unit member by December 1, 1989.

Employees who are assigned to intersession during the year shall be compensated at the adult school hourly rate of pay for the number of hours they are assigned to work.

Participation in this program does not change the employee's status or benefits in the State Teachers' Retirement System (STRS). STRS contribution shall be based on a one hundred seventy-five (175) day work year. Additional workdays shall not be counted in the calculation of retirement benefits.

24.8 GAIN Program

The District and the Association, the exclusive representative of the teacher unit agree to the following regarding the GAIN program at all sites in the District:

1. Teachers assigned full-time to GAIN shall be compensated in accordance with the regular adult school teachers' salary schedule.

2. Participation in this program does not change the employee's status or benefits in STRS. Only one hundred seventy-five (175) days will be credited per school year to STRS.

3. A minimum of one hundred seventy-five (175) workdays and a maximum of two hundred twenty (220) workdays shall be assigned to unit members in the program in a flexible calendar, which may be different from the regular work year calendar. The work year calendar will be established by the Director of Adult and Continuing Education, or his/her designee, by June 1 of each year, after first consulting with the GAIN teachers. Time off without pay shall be developed with input from the GAIN teachers and with the approval of the Director of Adult and Continuing Education or his/her designee. Additional workdays are voluntary and shall be compensated at the established adult school hourly rate of pay. The Director of Adult Education, or his/her designee, and the GAIN teachers will discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon between the Director of Adult Education, or his/her designee, and the GAIN teachers. If mutual agreement is not reached, preferences for scheduling time off shall be given.
to unit members based upon staffing needs and service with the District, as determined by the Director of Adult Education or his/her designee. No job alike will be scheduled off during the same time period unless waived by the Director of Adult Education or his/her designee.

(4) In lieu of the pre-school workday, one (1) in-service day will be established by the Director of Adult Education or his/her designee.

(5) Teachers who do not wish to continue working in the GAIN program must notify the Director of Adult Education or his/her designee by May 1 in order to be transferred for the next school year to a regular adult school teaching assignment in the adult school program.

(6) If funding for the program ceases, unit members will be reassigned to the regular adult school program.

For the 1992-93 fiscal year:

24.9 (a) Article 24, Adult School, (and Appendix) shall be reopened for negotiation.

ARTICLE 25

WAGES

25.1 The 1989-90 salary schedule as set forth in Appendix D-1, D-2, D-3, D-4 D-5, D-7, and D-8, shall be increased by four percent (4%) effective July 1, 1990.

(a) Each 7-12 teacher employed full-time by the District, for seventy-five percent (75%) or more of the school year, shall receive a one (1) time one-thousand dollar ($1,000) bonus to be distributed by the District no later than June 5, 1991. No STRS monies shall be withheld from this bonus.

(b) Each 7-12 teacher employed part-time or half-time or employed for seventy-five percent (75%) or more of one (1) semester, as defined in Article 21, Part-Time Employment Plan, section 21.1 (f) and Article 22, Half-Time Employment, section 22.1 respectively, shall receive a one (1) time bonus of five hundred dollars ($500) to be distributed by the District no later than June 5, 1991. No STRS monies shall be withheld from this bonus.

(c) Each permit teacher employed by the District for one hundred ninety (190) days during the 1990-91 fiscal year shall receive a one (1) time bonus of six hundred ten dollars ($610) to be distributed by the District no later than June 5, 1991.

(d) For those who do not meet the above standards but who teach two (2) or more periods for at least one (1) semester, they will receive a prorated share of one thousand dollars ($1,000) based upon the ratio between their assignment and full-time.
25.2 The 1990-91 school year

(a) Upon ratification of this Agreement, a committee composed of representatives of the Associations and the District including but not limited to a representative of the District finance department and a representative of the employer-employee relations department shall be formed ("the Committee") and said Committee shall continue for the duration of the Agreement. The purpose of that Committee shall be to review financial data used as a basis for the construction of the District's annual budget, and to identify new monies available 25.3 (a) and/or 25.3 (b). This Committee shall involve the free exchange of ideas between Committee members regarding the assumptions which are made when the 1991-92 District budget is constructed.

(b) Throughout the course of the fiscal year, this committee shall meet at least monthly, unless otherwise determined by the committee, to review information regarding the financial status of both the state and the District. Committee members shall have the authority to recommend budget assumptions. Final authority for the construction of the District budget shall remain with the Director of Fiscal Services to be approved by the Board of Trustees.

(c) The 1990-91 fiscal year adult school salary schedule shall be in accordance with Appendix D-6, effective July 1, 1990.

25.3 The 1991-92 School Year

(a) Any increase in 7-12 teachers' and counselors' entire compensation package, including step and column, salary schedule increase, increase in extra duty monies, increase in statutory benefits, and any increase in unit members health and welfare benefits (as determined by a committee composed of the SEA/SCGA) will be funded with new monies defined as the difference between 1990-91 and 1991-92 funds either positive or negative in the following areas, derived by the following calculation:

1. \[62.9\% \times \left(1991-92 \text{ funded COLA} \right)\] (the COLA shall be defined as the amount identified as the COLA for large high school Districts in accordance with Education Code section 42238.1); new 1991-92 PL 874 monies; new 1991-92 interest income on the general fund; new 1991-92 foreign tuition; any change from the previous year's lottery monies; any funds received from the state of a continuing nature which approximate the attributes of COLA monies, including but not limited to monies which:

(a) add to the District's base revenue limit, and

(b) have no restrictions placed on their expenditure by the state, and

(c) have no termination date established at the time the monies are distributed to the District, and

(d) are available for expenditure at the discretion of the Board of Trustees.)
2. In addition to the above calculations, teachers and counselors shall receive thirty percent (30%) of 1991-92 growth monies.

(b) If the District receives new funds from the state identified by the SEA and SCGA as funds:

1. which do not replace money currently received for existing programs, and

2. which could be used for salary or benefit increases, and

3. which, because of their non-reoccurring nature may not be used to finance ongoing obligations, and

4. which, in the aggregate exceed funds provided by the District to fund its guarantee of step and column movement set forth in 25.4 (g) below.

And if it is determined that the funds identified by the SEA and SCGA have all four (4) characteristics listed above, the teachers and counselors shall receive 62.9% of such monies to be distributed to unit members on a one-time basis.

(c) Within thirty to forty-five (30-45) days after the state formally adopts its 1991-92 budget and designates the funded COLA, the committee identified in 25.1 (a) will meet to determine the amount of monies allocated to the compensation package. New monies and/or new funds, and/or growth monies will first be applied toward funding step and class movement for the 1991-92 fiscal year. Upon determination by the SEA and SCGA, after monies have been applied to fund step and column movement, and additional monies may be applied to the health and welfare benefits of each unit member and/or an ongoing increase on the salary schedule, including statutory benefits and/or any increase in extra duty pay.

(d) Within thirty (30) days of District receipt of state generated P2 reports, the Committee shall meet to receive an accounting of the actual 1991-92 "new monies". Any differences between projected new monies and actual new monies will be applied to the foregoing revenue formula set forth in 25.3 (a). Any change in the 1991-92 "new monies" identified in 25.3 (a), may be applied retroactively, at the discretion of the SEA and SCGA, to the teachers' and counselors' 1991-92 salary schedule, benefits and/or extra duty salary schedule. Any differences between projected new monies and/or new funds and actual new monies and/or new funds which occur between the P2 adjustment and the end of the 1991-92 fiscal year shall be applied to 1992-93 new monies.

(e) If the Associations or the District believe that the accounting of the 1991-91 fiscal year's new monies and/or new funds are inaccurate, a review committee composed of one (1) District appointed representative, one (1) SEA/SCGA representative, and one (1) arbitrator who is mutually agreed upon by the SEA, SCGA and the District, shall be asked to determine whether these funds meet the definition of new monies and/or new funds identified in 25.3 (a), (b), (c) and (d). This committee shall be called in to review the accounting and the proper allocation of funds identified in 25.3 (a), (b),
(c), and (d). A majority vote of that committee shall be final and binding with respect to the designation of new monies and/or new funds within the definitions provided in this Article.

(f) If, during the term of this Agreement, the state's method of financing schools is altered in such a way as to destroy the intent or hinder the application of the foregoing formula, both parties agree to reopen.

(g) The 1991-92 fiscal year adult school salary schedule shall be in accordance with Appendix D-5, effective July 1, 1991.

25.4 For the 1992-93 fiscal year:

(a) Any increase in 7-12 teachers' and counselors' entire compensation package, including step and column, salary schedule increase, increase in extra-duty monies, increase in statutory benefits, and any increase in unit members health and welfare benefits (as determined by a committee composed of the SEA/SCGA) will be funded with new monies defined as the difference between 1991-92 and 1992-93 funds either positive or negative, in the following areas, derived by the following calculation:

1. $0.638 \times [1992-93 \text{ funded COLA}; \text{ new 1992-93 PL 874 monies}; \text{ new 1992-93 foreign tuition}; \text{ any change from the previous funds year's lottery monies, either positive or negative}; \text{ any funds received from the state of a continuing nature which approximate the attributes of COLA monies, including but not limited to monies which:
   
   (a) add to the District's revenue base, and
   (b) have no restrictions placed on their expenditure by the state, and
   (c) have no termination date established at the time the monies are distributed to the District, and
   (d) are available for expenditure at the discretion of the Board of Trustees.

2. In addition to the above calculations, teachers and counselors shall receive seventeen point five percent (17.5%) of 1992-93 growth monies.

(b) If the District receives new funds from the state identified by the SEA and SCGA as funds:

(1) which do not replace money currently received for existing programs, and

(2) which could be used for salary or benefit increases, and

(3) which, because of their non-reoccurring nature may not be used to finance ongoing obligations, and
which, in the aggregate exceed funds provided by the District
to fund its guarantee of step and column movement, set forth in
25.5.

And if it is determined that the funds identified by the SEA and SCGA have
all four (4) characteristics listed above, the teachers and counselors shall
receive 63.8% of such monies to be distributed to unit members on a one-time
basis.

(c) Within thirty to forty-five (30-45) days after the state formally adopts its
1992-93 budget and designates the funded COLA, the committee identified in
25.2 (a) will meet to determine the amount of monies allocated to the
compensation package. New monies and/or new funds, and/or growth monies will
first be applied toward funding step and class movement for the 1992-93
fiscal year. Upon determination by the SEA and SCGA, after monies have been
applied to fund step and column movement, and additional monies may be
applied to the health and welfare benefits of each unit member and/or an
ongoing increase on the salary schedule, including statutory benefits and/or
any increase in extra duty pay.

(d) Within thirty (30) days of District receipt of state generated P2 reports,
the committee shall meet to receive an accounting of the actual 1992-93 "new
monies". Any differences between projected new monies and actual new monies
will be applied to the foregoing revenue formula. Any change in the 1992-
93 "new monies" identified in 25.4 (a) may be applied retroactively, at the
discretion of the SEA and SCGA, to the teachers' and counselors' 1992-93
salary schedule, benefits and/or extra duty salary schedule. Any differences
between projected new monies and/or new funds and actual new monies and/or
new funds which occur between the P2 adjustment and the end of the 1992-93
fiscal year shall be applied to 1993-94 salary schedules.

(e) If the Associations or the District believe that the accounting of the 1992-
93 fiscal year's new monies and/or new funds are inaccurate, a review
committee composed of one (1) District appointed representative, one (1)
SEA/SCGA representative, and one (1) arbitrator who is mutually agreed upon
by the SEA, SCGA and the District, shall be asked to determine whether these
funds meet the definition of new monies and/or new funds identified in 25.4
(a), (b), (c), and (d). A majority vote of that committee shall be final and
binding with respect to the designation of new monies and/or new funds within
the definitions provided in this Article.

25.5 The District shall guarantee payment of step and column costs for the 1991-92 and
1992-93 fiscal years if insufficient funds are available from each year's "new
monies" and/or new funds to meet these costs.

25.6 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.

25.7 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 and other hourly paid unit members are specifically excluded from this
provision.
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

*For the 1992-93 fiscal year, life insurance benefits for unit members shall be increased from $30,000 to $50,000 with payment for the additional insurance benefits to be made from the 1992-93 new monies and/or new funds. Eligible dependents are included in dental, vision, and medical plans. The level of benefits shall remain constant throughout the term of this Agreement unless otherwise agreed to by both the District and the Association.

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 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, but in no case shall the District's dollar contribution to fund eligible retiree's medical insurance exceed the then current contribution for an active unit member's medical portion of the health insurance package. The Association may increase eligible retiree's medical insurance with new monies and/or new funds as defined in 25.3 (a) and (b). 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
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 monthly 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 agree to the following:

(a) For the duration of the Agreement, the District shall contribute the annual amount of $4,722, beginning January 1, 1991 as the maximum District contribution to fund each eligible unit member's participation in the health and welfare benefit programs set forth in Article 26, section 26.1.

(b) If there is an increase in health and welfare benefit premiums and such increase exceeds $4,722 and any additional monies made available for this purpose through Association distribution of new monies as defined in 25.4 (a), the District shall automatically implement monthly payroll deductions for the excess costs, effective January 1, 1992 and/or January 1, 1993.

26.10 For the 1992-93 fiscal year:

(a) For the 1992-93 calendar years, the District's dollar contribution to fund each bargaining unit member's health and welfare benefits shall be $4722. The District shall not be obligated to fund each eligible bargaining unit member's health and welfare benefits above $4722 unless such additional monies are made available for this purpose through Association distribution of 1991-92 or 1992-93 "new monies" and/or new funds as defined in 25.3 (a), (b) and 25.4 (a), (b).

(b) Life Insurance benefits for unit members shall be increased from thirty-thousand dollars ($30,000) to fifty-thousand dollars ($50,000), with payment for the additional insurance benefits to be made from the 1992-93 new monies and/or new funds as defined in 25.4 (a) and (b).

26.11 The Internal Revenue Code Section 125 which allows for participation by school districts in an Internal Revenue Code qualified flexible benefit/cafeteria plan shall be instituted for the Sweetwater Education Association/CTA/NEA, effective January 1, 1991.
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-2

(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-2, 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 7-12 teaching assignments shall be posted for the consideration of unit members.

(2) Scheduling

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

(3) Exceptions

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

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

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-2.

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.

27.8 Training Stipends for Teachers

A. Definitions:

1. **Meeting:** A meeting is for the gathering and dissemination of information, and participants will not receive compensation.

2. **Training Participation:** A training activity provided for an employee which is expected to enhance the skill level of the recipient but does not require the trainee to train others.

   a) **Training Participation - Paid:** When payment is offered by the District for training, it will only be offered to employees with prior authorization from the site administrator and the appropriate signature of the district office budget administrator. Reimbursement for meals, lodging and transportation will be provided, as appropriate, if the activity is more than fifty (50) miles outside of the Chula Vista City limits or unless otherwise agreed upon in advance. No salary hurdle credit or professional development credit will be available for paid training participation.

   b) **Training Participation - Unpaid:** Unpaid training will be offered to employees on a voluntary basis predicated upon needs of students and staff and contingent upon budgetary constraints. Salary hurdle credit and professional development credit will be offered when authorized by the board of trustees.

B. **Training of Trainer:** A training activity provided for an employee which is expected to enhance the skill level of the recipient and requires the trainee to provide an agreed upon number of training sessions for others.

C. **Training Design:** This process includes the research, design and creation of a training module and related participant materials.

D. **Training Preparation:** This process includes arranging for and/or duplicating training materials for an imminent training and submission of any district required documents, such as, sign-in sheets, evaluations, etc., as opposed to the materials involved in training design.

E. **Training Presentation:** This process is the delivery of training to an identified audience.

F. **Instructional Program Development:** This process includes the research, creation, revision, translation and production of instructional materials.

G. **Test Writing, Editing and Scoring:** This process includes the research, creation, revision and production of a camera ready copy of a test item or rubric in an identified subject area; or the training and participation in holistic scoring of student assessment instruments.
H. **Product Agreement:** An agreement between the District and the employee to participate in specific training, writing, revising and production of a finished product for district use. In some instances, there may also be an implementation phase of the product agreement procedure. Payment shall be made to the contractee on a predetermined scheduled basis with the final payment made upon completion of the product to the satisfaction of the contractor. The contractor will mutually agree with the contractee, in advance, on the number of hours that are required for the product agreement based on the scheduled formula.

I. **Conference Attendance:** Employees will be paid for attending conferences on any non-duty hours only with prior approval from the site administrator and the appropriate signature of the district office budget administrator, and will receive their normal daily rate for any conferences attended during their normal duty hours.

J. **Stipend:** A total amount of money mutually agreed upon by the District and the bargaining unit for training or other service rendered to/for the district.

K. **Hourly Rate:** A payment based on an established hourly rate for any training work outside of normal duty hours.

L. If a unit member is paid to attend training, he/she may not apply for either professional growth credit or salary hurdle credit on the teacher's salary schedule.

M. If the project provides a stipend, the district will provide the difference between the project stipend and the district stipend for the term of the training.

N. The parties agree that the terms and conditions for training stipends for teachers is contingent upon approval from the board of trustees.

O. All other provisions of the 1989-93 collective bargaining agreement between the District and the Association shall apply, except those modified by this Agreement.

P. Training positions will be posted in a central location at each site. Selection will be based on applications.

Q. Participation in this program shall be voluntary.

R. Training stipends will be paid in accordance with Appendix D-2.

S. All extra duty opportunities included in this section will comply with Article 27.1.C of this agreement.
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 section 28.2C. 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 anyone(1) loss shall not exceed three hundred fifty dollars ($350) except in the case of vehicles where maximum payment shall not exceed six hundred dollars ($600).

B. A written request for reimbursement for damage to property shall be filed by the employee with the Division of Fiscal 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 Financial 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 Director of Fiscal 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 Superintendent or his/her designee.
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 (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 (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 26, 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:

(a) Changing school boundaries

(b) Necessary staff changes due to desegregation

(c) Declining enrollments

(d) Compliance with federal and/or state mandates
(e) 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.

Unit members who work an extended school year contract shall be entitled to a proportionate amount of paid sick leave.

2. Sick leave granted in 30.1A.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 One Hundred (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. All unused personal necessity leave shall be accumulated from one (1) school year to the next school year up to a total of sixteen (16) days.

   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.
3. 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:

a. Up to two (2) consecutive days for business of a personal nature which cannot be conducted outside the normal workday.

b. One (1) day for members of the immediate family entering the service, going overseas, or returning from overseas.

c. Transportation of family members when absolutely necessary and not covered under section A.1.b. above, for medical or dental appointments.

d. To attend school conferences for children of the unit member, if necessary.

e. Paternity. Twenty-four (24) hour requirement may be waived.

f. Members of the immediate family, including the unit member, graduating from high school or college.

g. One (1) day for travel, if necessary, to attend approved classes at a college or university for the summer.

h. Compelling personal importance leave for religious holidays.

i. 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.

j. Appearance in court as a litigant or as a witness under an official order.

k. Marriage of the unit member or a member of his/her immediate family defined in section 30.3.

B. When a unit member plans to take leave in accordance with section 30.2A.3 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.

C. 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.

D. 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.
E. Personal necessity leave under 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 section 30.4A. 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 Human Resources within thirty (30) days of receiving notice that he or she has been officially accepted as a prospective parent for adoption.

B. A male or female unit member who is adopting a child shall be entitled to 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.

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 Human Resources thirty (30) days prior to the commencement of his/her child care leave including the following information:
   a. Date the leave is to begin
   b. Duration of the child care leave
   c. Reason for child care leave.

2. Child care leave shall be granted for the current school year or any portion thereof. Extension of this leave will be as follows:
   A unit member may be granted an additional leave of absence of one (1) full semester, or a maximum of two (2) full semesters without pay.

B. Return to duty from child care leave: The unit member must submit a written request to return to work to the Division of Human Resources thirty (30) days prior to the date he/she desires to return to work. 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 section 44984 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

B. Allowable leave shall be up to and including sixty (60) working days during which the schools of the District are required to be in session or when a member of the unit otherwise have been performing work for the District in 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 30.7B 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 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.

30.10 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.

30.11 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.

30.12 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.

30.13 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.

30.14 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.

30.15 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.

30.16 Other Noncompensated Leave

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 Human Resources.

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 term of this Agreement:

A. Math
B. Science
C. Bilingual Education - Academic Areas
D. Language Development Specialist
E. Adaptive PE
F. Special Education
G. Subject area(s) need(s) may change. 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.

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

ARTICLE 33

MENTOR TEACHER PROGRAM

33.1 Compensation

Mentor teachers shall receive a statutory COLA 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 (½) shall be elected from high schools and one-half (½) 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. It is the intent of this section on mentor teacher selection that the mentor teachers be selected for two (2) year terms. In addition, this selection procedure is set up so that only one-half ($\frac{1}{2}$) of the mentors are selected in any one (1) year. This procedure would guarantee a continuity in the mentor program from year to year without a total turnover of mentors every two (2) years. The first year of implementing this procedure will entail certain transitional measures listed below:

1. During the Fall of 1989, the mentor selection committee will select a group of mentor teachers no greater than the number funded by the state for the District.

2. Some of the selected mentors may be selected for a second consecutive year. These teachers will automatically be assigned a one (1) year term so long as the total number of these second year mentors is less than half ($\frac{1}{2}$) the total number of all mentors selected.

3. The remaining teachers (those who were not selected the previous year) will be randomly divided into two (2) groups: Some will be assigned one (1) year terms and others will be given two (2) year terms. The final result will be that one-half ($\frac{1}{2}$) of the selected mentors will be serving one (1) year terms (all the second year mentors plus enough first year mentors to make up one-half ($\frac{1}{2}$) of the total) and the other half ($\frac{1}{2}$) will be serving two (2) year terms. Any teacher who is randomly assigned a one (1) year term may reapply in 1990 for a two (2) year term.

4. It is possible, however, that the number of second year mentors will be more than half ($\frac{1}{2}$) of the total number selected. If that happens, then those second year mentors will be randomly divided into two (2) groups: Most of the group will be assigned one (1) year terms (enough so that they make up half ($\frac{1}{2}$) of the total number selected), and the remaining second year teachers will be given a two (2) year term, giving them, in effect, a three (3) year term.

5. The following year, 1990, and thereafter, all mentors will be assigned two (2) year terms. Each year, starting in 1990, only one-half ($\frac{1}{2}$) of the total number of mentors is being selected, the others are continuing their second year of the standard two (2) year term.

F. The selection committee shall be convened by November 15 of each year. 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 release days may be approved by the Superintendent or his/her designee. Classroom teacher members of the selection committee shall be compensated at the curriculum hourly rate of pay not to exceed five hundred dollars ($500.00) 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 Human Resources. 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 Trustees 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 (½) of the mentor teachers shall be selected from high schools and one-half (½) shall be selected from middle schools and/or junior high schools.

33.7 Length Of Service

Each mentor teacher shall serve for a two (2) year term, with up to half (½) of the mentors selected annually. Final apportionments are contingent upon actual allocations in the state budget for the second year of each term.

33.8 Change Of Status

In the event that a unit member is selected as a mentor but subsequently is moved from the bargaining unit, he/she shall be dropped from the program.

33.9 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.

33.10 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 four thousand dollars ($4,186.00) 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 Director of Instructional Support or his/her designee.

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.

L. The District supervisor of mentor teachers will periodically review their progress and meet with mentor teachers. At the end of the first year of the two (2) year term, the District supervisor of mentor teachers may request that the mentor selection committee review the performance of a mentor teacher if the supervisor can document concern. The selection committee will review the original application, the current mentor file, and interview the mentor teacher regarding the fulfillment of the mentor teacher's duties and responsibilities. At the end of this process, the mentor teacher selection committee will vote by secret ballot regarding whether or not the mentor teacher should be allowed to complete the second year. A unanimous vote is required to recommend dismissal of a mentor teacher from the second year term. The Board of Trustees will then vote in closed session on the dismissal of a teacher from the mentor position.

33.11 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 Each period of the 7-12 day shall be approximately sixty (60) minutes in length. The length of class periods may be modified by the principal to allow for other instructional programs after consulting with on site members. The programming of advisory, silent reading, and nutrition break are not considered as teaching periods under this section.

In addition a principal and faculty may modify the class periods to provide for a directed study period or other innovative scheduling provided that sixty percent (60%) of the faculty vote for this modification. A vote on a program of this
nature cannot occur more than once a year. Classes thus established shall not be more than thirty (30) minutes in length. Teachers assigned to advisory, SSR, directed study, and other innovative programs will not be required to give scholarship grades in these classes.

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 (6th) period shall be a preparation period. The six (6) periods shall be consecutive. Special education teachers shall have the equivalent of nine (9) days a year to work on IEP’s, testing, and consultation according to the critical skills models, as established by the principal.

If deemed necessary by the principal, unit members may be asked to provide 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, as defined by the principal, provide twenty-four (24) hours notification to the teachers who are requested to cover classes. Teachers can only be required to cover classes in emergency situations. Teachers who must be absent for less than one-half (½) day in other than emergency situation must obtain their own substitute via the substitute desk or a colleague and must notify their principal in writing twenty-four (24) hours in advance. Class coverage for a teacher who is attending a conference, in-service, or workshop may not be considered an "emergency" for the purpose of class coverage.

When a teacher covers a class during his/her preparation period, pay for coverage of a class or any part of a class shall be twenty-six dollars ($26.00) per coverage.

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 sections 34.4 and 34.5 below. No teacher shall teach a seventh period.

34.4 One-sixth (1/6) per diem assignments in the regular 7-12 school assignments (excludes LEARNING CENTER, GAIN, etc., programs) will be calculated District wide rather than school wide.
Senior High School one-sixth (1/6) per diems:

1st Semester  \[ 9 \times 12 = 108 \text{ 1/6 per diems} \]
2nd Semester  \[ 9 \times 4 = 36 \text{ 1/6 per diems} \]

Junior High School one-sixth (1/6) per diems:

1st Semester  \[ 9 \times 4 = 36 \text{ 1/6 per diems} \]
2nd Semester  \[ 9 \times 3 = 27 \text{ 1/6 per diems} \]

The District agrees that it is not the intent of this modification to reduce the number of teaching positions. Teachers who are assigned a sixth period under the provisions of section 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 (1) school because of assignments to:

1. Extra service assignments
2. Adult school
3. ROP
4. Other hourly assignments.

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

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 (1/2) 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 Modified Duty/Light Work Program

A. Definitions:

(1) Modified work: "Modified work" shall be defined as an employee's regular assignment which is temporarily modified by the District to meet the physical restrictions indicated on form PE-45.
(2) Light duty work: "Light duty work" shall be defined as a temporary assignment, different from an employee's regular assignment, offered by the District which meets the temporary physical restrictions.

B. When a bargaining unit member has been absent from work on industrial accident leave for any duration or on personal illness/injury leave of five (5) working days or longer, the employee agrees to present his/her principal with a completed Physician's Statement of Ability to Work (PE-45) form, Appendix G, before resuming work.

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

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

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

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

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

b. Consideration for transfer to another District job under the provisions of the SEA collective bargaining agreement; or,

c. Disability retirement as approved by Public Employees Retirement System/State Teachers Retirement System.

D. Employees assigned to both modified work or light duty work shall continue to receive their regular rate of pay, and regular benefits. Modified work or light duty work shall have no impact on an employee's seniority rights or movement on the salary schedule. Employees shall continue to be entitled to all rights and benefits under the SEA collective bargaining agreement.
ARTICLE 35

RETIREMENT INCENTIVE PROGRAM

35.1 The District shall make available to all qualified bargaining unit members the following retirement incentive program:

A. Eligibility Requirements. All bargaining unit members who are members of and retire under STRS shall be eligible to participate in the retirement incentive program, including those on unpaid leaves of absence. The minimum age for participation in this program shall be 55 years of age. The minimum District service for participation in this program shall be five (5) years.

B. Participation Requirements.

1. Bargaining unit members may elect to participate in the program between May 1, 1991 and July 31, 1991 by completing retirement election forms and specifying a future retirement date.

2. Bargaining unit members may elect to retire effective on a date between July 27, 1991 and July 26, 1994, provided at time of retirement they have met the eligibility requirements set for in Section 35.A. and retire under STRS.

3. Participating bargaining unit members will be required to sign waivers of their right to sue for age discrimination.

35.2 Compensation. Incentive amounts are based upon years of service as follows:

<table>
<thead>
<tr>
<th>Years of District Service</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 but less than 10 years</td>
<td>$20,000</td>
</tr>
<tr>
<td>10 but less than 15 years</td>
<td>25,000</td>
</tr>
<tr>
<td>15 but less than 20 years</td>
<td>30,000</td>
</tr>
<tr>
<td>20 but less than 25 years</td>
<td>35,000</td>
</tr>
<tr>
<td>25 or more years</td>
<td>40,000</td>
</tr>
</tbody>
</table>

35.3 Options. Bargaining unit members may choose either of the following options regarding how to spend their incentive:

A. Option I: Employees may elect the "golden handshake" defined as two (2) years of additional service credit upon retirement. The remaining amount of incentive after providing the golden handshake will be paid in two (2) equal installments. The installments will be paid on the February 1, immediately following the third and fourth anniversary of the bargaining unit member's retirement. Each of the two (2) payments will be fifty percent (50%) of the remaining portion of the incentive.
B. Option II: Employees may elect to have the District make four (4) equal installment(s) of the total incentive amount to the employee beginning on the February 1st following retirement date of each year for four (4) years.

35.4 In the event employee chooses Option I, the retirement date can be no later than December 31, 1994 since the Golden Handshake expires as of that date under law.

35.5 Employee agrees to comply with all procedures established by the District or its plan administrators pertaining to the administration of the Retirement Incentive Program. Such procedures shall include the completion of a Beneficiary Designation Form. Upon execution of the Beneficiary Designation Form, employee understands that any death benefit that may be payable as result of the employee's participation in the "Golden Handshake" under Option I of the Retirement Incentive Program or "regular" retirement under STRS will be paid in accordance with the employee's beneficiary designation established under current STRS procedures.

ARTICLE 36

TEACHER ABSENTEEISM INCENTIVE PROGRAMS

Subject to prior consultation with the Association, the District will, within its discretion, design and implement an Teacher Absenteeism Reduction Incentive Program for the 1990-91, 1991-92, and 1992-93 school years.

ARTICLE 37

IMPLEMENTATION OF AN INDIVIDUAL PROGRAM OF PROFESSIONAL GROWTH REQUIRED BY THE EDUCATION CODE

37.1 The purpose of this article is to notify bargaining unit members of the requirements concerning an individual program of professional growth pursuant to Education Code sections 44277-44279. If, during the term of this article, the legislature should modify Education Code sections 44277-44279, and such modification(s) affect the provisions in this article, this article shall be reopened for negotiations.

37.2 This article is limited to those members of the bargaining unit who are issued their first clear multiple or single teaching credential on or after September 1, 1985, pursuant to Education Code section 44251.

37.3 This article shall not be interpreted in any manner which is inconsistent with applicable statutory law or applicable rules of the Commission On Teacher Credentialing.

37.4 Bargaining unit members covered by this article shall adhere to Education Code sections 44277-44279 and applicable rules of the Commission On Teacher Credentialing.
37.5 Before a bargaining unit member commences or amends an individual program of professional growth consisting of a minimum of one hundred fifty (150) clock hours pursuant to Education Code sections 44277-44279, the individual program of professional growth first must be checked and certified by an advisor who shall be an administrator of the Sweetwater Union High School District. The credential holder shall select an advisor from a list prepared by the District of available District designated advisors.

37.6 The District will give to all bargaining unit members covered by this article, a copy of Education Code sections 44251 and 44277-44279 and a copy of applicable rules of the Commission On Teacher Credentialing.

37.7 The credential holder may appeal to an adverse action by a District designated advisor relating to professional growth to the Assistant Superintendent, Human Resources, and, if within ten (10) working days no resolution is achieved, then to the Executive Secretary of the Commission On Teacher Credentialing and/or select a different District designated advisor.

37.8 Unit members who successfully complete professional growth activities that have designated unit credit shall be given credit for advancement on the salary schedule pursuant to Salary Placement and Salary Reclassification, found in Appendix C of the Agreement.

37.9 The individual program of professional growth required by Education Code section 44277 (b) shall consist of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education.

A. Acceptable activities may include, but are not limited to, the completion of courses offered by regionally accredited colleges and universities, participation in professional conferences, workshops, teacher center programs, or staff development programs, service as a mentor teacher pursuant to Education Code section 44496; participation in systematic programs of observation and analysis of teaching; participation in educational research or innovation efforts, and Association activities as per the California Professional Growth Manual.

B. The credential holder and the District designated advisor shall maintain accurate up to date records on the implementation of an individual program of professional growth. It is the responsibility of the credential holder to maintain such records and to ensure that all credential requirements are fulfilled in a timely manner. It is also the responsibility of the credential holder to provide verification of any record when requested by the District. The Assistant Superintendent, Human Resources, shall verify successful teacher unit service that has been provided to the Sweetwater Union High School District by the credential holder.

C. Development, certification, implementation, and/or verification of a professional growth plan shall be independent of an evaluation of the performance of a credential holder.
D. If an advisor finds that he/she cannot certify an initial plan; cannot initial a modification or cannot verify or refuses to verify completion or any part of the professional growth program, the advisor shall notify the credential holder of the reasons in writing within ten (10) workdays of submission.

E. A clock hour for purposes of credit in professional growth activities shall be actual time spent in the activity, including preparation time spent if the credential holder is a presenter of the course. College, university or equivalent courses shall be credited with at least fifteen (15) clock hours for each semester, thirteen (13) clock hours for each trimester unit, ten (10) clock hours for each quarter unit, or the actual number of class/lab hours required, whichever is greater.

F. All scheduled conferences between credential holders and professional growth advisors which do not occur during the employee's regular work hours will count toward the one hundred fifty (150) hour requirement.

G. The District and the Association shall provide an in-service for credential holders no later than June, 1987, and once each school year during the first semester thereafter, unless mutually agreed to otherwise. This meeting shall be mandatory for all credential holders who are new to the District and whose credential was issued after September 1, 1985.

37.10 The District shall develop regulations to implement this article.

ARTICLE 38

PROGRAMS OF ALTERNATIVE EDUCATION

38.1 Definition

A. Alternative programs provide a method of adopting educational programs to meet the individual needs of students and at the same time provide a vehicle for examining new ways of learning in a changing society. For the purposes of this Agreement, a program of alternative education is each program listed in section 38.2 below.

B. Prior to implementation of any program of alternative education and upon the demand to bargain by the Association, the parties agree to meet and negotiate as soon as possible on the impacts and effects (implementation of) of the terms and conditions of employment of unit members serving in any program of alternative education not currently referred to in this Agreement.
38.2 Educational programs currently existing and recognized as "Alternative Programs" by the parties to the Agreement are:

A. Palomar High School
B. Full-time Independent Study Learning Centers
C. CARE Center
D. The Pregnant Minors Program
E. Project STEP
F. Home Teacher/Independent Study Program.
G. Children's Center Permit Teacher
H. Saturday Academy
I. United States International University (USIU) Internship Program

38.3 Modifications: The parties agree to the following modifications to the provisions of Articles 1-40 of this Agreement as they affect unit members serving at programs of alternative education delineated in section 38.2 above. All provisions of Article 1-40, not modified herein, shall apply as they affect unit members serving at programs of alternative education.

A. Palomar High School

1. All transfers into or out of a Palomar High School schedule shall be in accordance with Article 13, Transfer.

2. The Palomar High School calendar shall be established in accordance with Article 17, School Calendars.

3. The extended day program at Palomar High School shall consist of a ten (10) period day. The on-site duty hours for unit members shall be seven (7) hours and fifteen (15) minutes including a duty-free lunch. Due to the unique ten (10) period schedule of the Palomar program, a unit member's duty-free lunch period will be designated as a block of time corresponding to one (1) of the periods that falls within the unit members seven (7) hour and fifteen (15) minute duty day. All attempts will be made by the principal to comply with the unit member's expressed needs when designating his/her duty-free lunch period in construction of the master schedule. This designation shall not be made in an arbitrary or capricious manner. By mutual agreement of the site principal and the unit member, a member's lunch period and preparation period may be interchanged.

This supersedes the provisions of Article 18, Duty Hours, section 18.1 of this Agreement.
4. The average class size at Palomar High School shall not exceed twenty-one to one (21-1) excluding physical education, work experience, and independent study.

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

The at large FAC members will be democratically selected during May of each year to serve for the following school year. On site unit members may nominate themselves or be nominated by their peers. The principal, in conjunction with an Association site representative shall conduct the election. All on site unit members will have the opportunity to vote. If a tie exists, a run off election involving only the tied nominees will be held.

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

6. Employees who work intersession shall be granted one (1) hour of sick leave for every eighteen (18) hours worked. Unused intersession sick leave may be accumulated.

7. Intersession assignments shall be voluntary. Employees at the site will be first offered intersession assignments. If selected, they will be fully compensated for all days on which they report at their per diem rate of pay.

8. Participation in this program does not change the employee's status or benefits in the STRS. STRS contributions shall be based on a one hundred eighty-four (184) day work year. Additional workdays shall not be counted in the calculation of benefits.

B. Independent Study Learning Center

For the 1989-90 school year, the following provisions shall apply:

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

2. Full-time teachers shall be assigned to an eight and one-quarter (8¼) hour workday, including a thirty (30) minute duty free lunch. Teachers shall be assigned up to three (3) two (2) hour instructional blocks of time. The remaining time shall be for conferences and preparation. Fifty-five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the principal.
3. Participation in this program does not change the employee's status of benefits in the STRS. Only one hundred eighty-four (184) days will be credited per school year to STRS.

4. A minimum of one hundred eighty-four (184) workdays in a flexible calendar, shall be assigned to unit members in the program which may be different from the regular work year calendar. Time off without pay shall be developed with input from the Learning Center with the approval of the principal.

The work year calendar including scheduled hours of assignment will be established by the principal at each site after first consulting with the Learning Center team. The basic work year calendar will be established by the principal by June 1 of each year.

Additional workdays which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay based upon section 38.3B.1 above. Additional workdays are voluntary. The principal and the Learning Center team will discuss time off periods for the purpose of scheduling nonduty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon among the principal and the Learning Center team. If mutual agreement is not reached, preference for scheduling shall be given to unit members for time off based upon service with the District. No job-a-likes will be scheduled off during the same time period unless waived by the principal.

5. In lieu of staff in-service, preschool and close of school days, a minimum of three (3) in-service days will be established by the principal and the teacher. Conference leave days will be credited as in-service days.

6. During the initial year of a Learning Center program, teachers who do not wish to continue working in the designated Learning Center program must notify the principal by May 1, in order to be transferred for the next school year to a regular teaching assignment in the regular 7-12 school program or another alternative program. After the initial year, all transfers in or out of the program shall be in accordance with Article 13, Transfer.

Effective for the 1990-91 and 1991-92 school years, the following provisions shall apply:

1. Teachers assigned full-time to the Learning Center shall be compensated in accordance with the regular teacher's salary schedule and covered under provisions of the certificated employees bargaining agreement.

2. The Independent Learning Center calendar shall be established in accordance with Article 17, School Calendars.

3. The District agrees to transfer unit members out of the Independent Learning Center Program to another site if requested by the unit member by April 15, 1990, and, if applicable, April 15, 1991. This date may be mutually waived by both parties.
4. If current legislation (SB 1563) is repealed or is interpreted and/or altered to have no fiscal impact on the Learning Center, the District and the Association agree that subsections 1, 2, and 3 above become null and void.

C. CARE Center

1. The CARE Center will have a master schedule that will be posted according to Article 13, Transfer.

2. Unit members hired as adult school employees shall be covered by the adult school provisions of the contract.

3. Unit members hired as 7-12 employees at the CARE Center will work the work year as established in Article 18, Duty Hours. This work year may be extended by mutual consent between the unit member and the District. The extended days may be shorter than the regular duty day, but shall be at least four and one-half (4½) hours. The pay for this work will be pro rata per diem. Bargaining unit members must be notified at least thirty (30) days in advance of any proposed extended work year. They will have ten (10) days to notify the District whether they wish to extend their work year as proposed. If there is a need for more unit members for the extended work year than there are unit members from the CARE Center who wish to work, the position will be posted.

4. The duty day of 7-12 unit members employed at the CARE Center is the same as established in Article 34, Assignments.

5. Because of the nature of the program at the CARE Center, regular staff meetings are necessary. These meetings will be held during the unit member’s duty day or after hours once a month.

6. The District reserves the right to reopen this article should funding sources change including extension of funding.

7. Faculty Advisory Committee (FAC), see Article 20, section 20.7.

D. Pregnant Minor Program

1. The pregnant minor program teaching assignment will be one hundred eighty-four (184) workdays. The teacher(s) in this position will be assigned to a seven and one-quarter (7¼) hours workday pursuant to this Agreement.

2. This work year will be the same flexible work year as the independent study Learning Centers. The work year can be extended. Additional workdays shall be a minimum of four and one-half (4.5) hours, and shall not exceed seven and one quarter (7.25) hours, and compensation shall be pro rata per diem when assignment is based upon full-time independent study students. Otherwise, compensation shall be based upon the Summer school hourly rate.
3. Additional workdays are voluntary on the unit member's part. At least thirty (30) workdays before the year is extended, the principal will notify the teacher of this program. The teacher(s) will notify the principal within ten (10) days whether the teacher volunteers to extend the year. If the teacher does not volunteer to extend the year, the job will be posted pursuant to this Agreement.

4. The assignment shall not change the employee's status in the STRS or the District's contribution to it. Only one hundred eighty-four (184) days will be counted for STRS.

E. Project STEP

1. Project STEP (Student Training Employment Placement) is an extended year program. Thirty (30) workdays before the extended year begins, the principal shall notify the teachers in this program in writing as to the length of the extended year. Teachers assigned will also be informed of length of the school day for this extended year.

2. Additional workdays are voluntary on the unit member's part. Within ten (10) workdays of being notified of the extended year, Project STEP teachers must notify the principal in writing as to whether they volunteer for the extended year. If a Project STEP teacher does not volunteer, this position will be posted pursuant to this Agreement.

3. Compensation for the extended year shall be based on pro rata per diem in that this is based on a full instructional day.

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

5. Participation in this program does not change the employee's status or benefits in the STRS. STRS contribution shall be based on a one hundred eighty-four (184) day work year. Additional workdays shall not be counted in the calculation of retirement benefits.

F. Home Teacher/Independent Study Program

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

1. Teaching positions for the home teacher/independent study program shall be made equitably and as needed. Those teachers currently serving as home teachers shall have the right of first refusal on any and all positions for home and/or independent study programs. Teachers in this position will be assigned to a seven and one-quarter (7¼) hour workday during the regular school year.
2. The work year will have a flexible 7-12 school calendar in accordance with this Agreement. Additional workdays may be less than seven and one-quarter (7¼) hours, but at least three (3) hours. Compensation shall be pro rata per diem when assignment is based on full-time independent study students. Otherwise, compensation shall be based on the Summer school hourly rate. Additional workdays will be determined by mutual consent between the home teacher and the administrator in charge. The District will notify home teachers at least thirty (30) days prior to the extended assignment. Home teachers have ten (10) workdays to respond to the offer of an extended work year.

3. Home teacher/independent study program teachers may establish their seven and one-quarter (7¼) hour workdays between the hours of 7:00 a.m. to 9:00 p.m. Monday – Thursday, and 7:00 a.m. to 6:00 p.m. Friday. The schedule will be submitted weekly for review and/or direction by administrator in charge.

4. Teachers may meet students at the students' homes, school site, or in public meeting places. If the home of a student is deemed by the home teacher/independent study teacher to be unsanitary or unsafe, the home teacher/independent study teacher may, with the approval of the administrator in charge, require the student to meet at a mutually agreeable site rather than the student's home.

5. Mileage will be paid at a rate of twenty-five cents ($0.25) per mile for all necessary work related trips. This includes, but is not limited to, trips to libraries, students' homes, school sites, or other designated student/teacher worksites.

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

7. Participation in this program does not change the employees' status or benefits in the STRS. Only one hundred eighty-four (184) days will be credited per school year to STRS for teachers completing one hundred eighty-four (184) days of service.

8. Home teachers will receive credit on the salary schedule for previous full years served in the District in a certificated position in accordance with Appendix C (Salary Placement and Reclassification).

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

10. Home teacher/independent study teachers may be assigned substitute teaching jobs in Learning Center and/or be assigned other teacher related duties as deemed necessary by the administrator in charge.

11. Home teacher/independent study teachers shall have representation on the FAC through a Learning Center designated by the administrator in charge.
G. **Children's Center Permit Teacher**

1. The Children's Center Permit Teacher job classification and its corresponding job specification become effective contingent upon approval of the Board of Trustees.

2. The hourly rate of pay for the Children's Center Permit Teacher shall be established according to the salary schedule for Children's Center Permit Teacher listed in Appendix D-8.

3. The parties agree that the work year schedule shall be determined by the District.

4. All other provisions of the Agreement with the Sweetwater Union High School District and the Sweetwater Education Association shall apply to this position, except for those modified by this Agreement.

H. **Saturday Academy**

1. Participation in this program shall be voluntary.

2. Teachers participating in the Saturday Academy Program shall be compensated in accordance with the 7-12 Summer School Hourly Rate.

3. Teachers shall be assigned to a three and one-half (3 1/2) hours workday, with three (3) hours of instructional time. The additional half (1/2) hour shall be designated as conference time for tutoring students, advising parents, and other related activities on site.

4. Participation in the program will not alter the status of an employee's benefits in the State Teacher's Retirement System (STRS). Teachers will continue to be credited with one hundred eighty-four (184) days per school year to STRS. This provision shall be limited to the terms of this Agreement.

5. Saturday Academy assignments may be terminated whenever the District determines that student attendance is not sufficient to support the program. The District will notify teachers when their assignments have been terminated within forty-eight (48) hours of the termination decision. The District will make a good faith effort to determine when classes must be terminated as far in advance of termination as possible.

6. If funding for the Saturday Academy Program ceases, the District may terminate this program.

7. The Saturday Academy Program shall be subject to all provisions of the 1989-93 collective bargaining agreement relating to Summer School.

8. Teaching positions for the Saturday Academy will be posted in the same manner that summer school positions are posted. Posting will occur one (1) time at the beginning of each new semester.
9. First consideration for Saturday Academy teaching positions will be given to unit members currently employed at the site at which a Saturday Academy position becomes available.

10. Preference for Saturday Academy teaching positions will be given to unit members.

11. Saturday Academy classes will not exceed an enrollment of twenty-five (25) students per teacher.

12. If the source of funding for the Saturday Academy changes, either party may reopen this Agreement.

I. United States International University (USIU) Internship Program

1. Interns
   a. Persons selected to participate as Interns in the program shall automatically be designated as unit members.
   b. Interns shall be compensated at 87.5 percent of Step 1, Class 1 of the negotiated teacher salary schedule and shall be entitled to all rights under Article 26 of this Agreement.
   c. Interns shall be placed in vacant teaching positions only after all contractual rights of all other eligible unit members have been exercised and finalized.
   d. Interns shall perform all extra duties normally assigned to other unit members.
   e. As determined by the District, interns whose performance is less than satisfactory may be terminated from their intern assignments.
   f. Interns shall be evaluated according to established USIU guidelines.
   g. Interns may apply for all Semester II posted positions in accordance with the provisions of Article 13, Transfer, of the current bargaining unit contract.
   h. Interns employed Semester II as temporary teachers shall not have reemployment rights for the following school year as they will not have served under contract seventy-five percent (75%) of the regular school year.

2. Intern Advisors
   a. Intern Advisors shall be employed at a ratio of 10:1.
   b. Job specifications for the position of Intern Advisor shall be developed in consultation with the Association.
c. Intern Advisor positions shall be posted in accordance with Article 13, Transfer, of this Agreement.

d. Compensation for Intern Advisors shall be in accordance with Appendix D of this Agreement.

e. The term of service for Intern Advisor shall be for Semester I only. Intern Advisors shall have the right to return to their former teaching positions the following semester (Semester II).

ARTICLE 39

MEDICARE PROVISION/AB 265

39.1 The District agrees to fully implement the provisions of Medicare Provisions/AB 265, which will allow certificated employees hired prior to April 1, 1986, to enter voluntarily into Medicare. This provision becomes effective July 1, 1990.

39.2 Participation in the program shall be determined at the option of each eligible unit member during the term of this Agreement.

ARTICLE 40

SAVINGS/MISCELLANEOUS PROVISIONS

40.1 Should any provision of this Agreement or any application thereof to any unit member be held by a court of competent jurisdiction, including those matters on appeal, to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect. If any provisions included in this Agreement would result in a loss of federal or state aid to the District, parties agree that negotiations for that provision be reopened immediately.

During the term of this Agreement, the Association and the District may amend the contract by mutual written Agreement only.

40.2 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.

40.3 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with this Agreement.
40.4 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.

40.5 As soon as possible after the ratification of this Agreement by both parties, the District agrees to print two thousand (2,000) copies of the Agreement to be delivered to the Association for distribution to each unit member.
GRIEVANCE REPORT FORM

☐ LEVEL I (Filed at site level only after informal conference has been held and grievance is not resolved)

☐ LEVEL II (To be sent to the Superintendent or his/her designee)

Name of Grievant: ____________________________________________ #: ____________________

Job Title: __________________________________________________ Site: ____________________

Principal/Supervisor: _________________________________________ Date: ________________

Comments: (A description of the grievance including names, dates and places, with a listing of the provision(s) of this Agreement which are alleged to have been violated, misapplied, or misinterpreted)

Proposed remedy:

I have reviewed this with my principal/supervisor on: __________________________ Date ______________

Signature of Grievant: ___________________________________________________________
SWEETWATER UNION HIGH SCHOOL DISTRICT

TEACHER BARGAINING UNIT

GRIEVANCE REVIEWED - LEVEL I

Name of Grievant: _____________________________________________ #: __

Job Description: _________________________ Site: ____________ Date Received: ____________

Name of Grievance Representative: _______________________________________

Management Representatives in Attendance: ______________________________________

Decision of Principal/Supervisor:

______________________________
Signature of Principal/Supervisor

___________
Date

______________________________
Title 93
GRIEVANCE REVIEWED - LEVEL II

Name of Grievant: ________________________________________________ #:________

Job Description: ___________________________ Site:______________ Date Received:________

Name of Grievance Representative: ___________________________________________

Management Representatives in Attendance: ______________________________________

Decision of Superintendent or his/her designee:

____________________________________
Signature of Superintendent or his/her designee

____________________________________
Date

Title 94
APPENDIX B

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
responsible for the evaluation process and will work with the administrator to ensure that the evaluation is conducted fairly and objectively. They will also serve as a point of contact for the evaluatee in the event of any questions or concerns regarding the evaluation process.

b. Assessment Techniques: The evaluation will be based on a variety of assessment techniques, including teacher constructed tests, publishers’ tests, diagnostic tests, survey instruments, observation and records, and professional judgment. These techniques will be chosen based on the objectives established in the evaluation process.

c. Support Requirements And Constraints: The evaluatee may request special resources in order to accomplish the objectives. These resources will be noted by the evaluator and a judgment made concerning their 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 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.

d. 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 Human Resources.

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.
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 later 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.

Section B - Assessment Techniques: (See section 2.c of this manual).

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.

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 it "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 Human Resources.

4. **Disposition Of Forms:** The evaluation worksheets, the administrator's copy of the summary evaluation, and any performance evaluation addendum 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 Human Resources. 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 Human Resources. 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

Sweetwater Union High School District

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).

<table>
<thead>
<tr>
<th>Name</th>
<th>School or Department</th>
</tr>
</thead>
</table>

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:

<table>
<thead>
<tr>
<th>Sections A, B, and C</th>
<th>Section D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluatee’s Signature Date</td>
<td>Evaluatee’s Signature Date</td>
</tr>
<tr>
<td>Evaluator’s Signature Date</td>
<td>Evaluator’s Signature Date</td>
</tr>
</tbody>
</table>

Form No. 8515

100
APPENDIX B-2

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).

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>School or Department</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EVALUATOR | HUMAN RESOURCES ADMINISTRATOR | 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 |

Form No. 8516
WHITE COPY—Evaluator
CANARY COPY—Evaluatee
Summary Evaluation Report

Sweetwater Union High School District

Employee Name

School or Department

Title, Subject Area, or Grade Level

Employee Status Check One
Temporary
Probationary
Permanent

Section I: Evaluation Elements

See adopted evaluation guidelines and Job Description

Unsatisfactory Requires Improvement Effective

1. Achievement of stated objectives
2. Maintenance of proper control related to achievement of objectives
3. Preservation of suitable environment related to achievement of objectives
4. Performance of other duties and responsibilities

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
Sweetwater Union High School District

HOURLY TEACHER EVALUATION REPORT

Name ____________________________________________ Site ________________

last name first name middle initial

Years in Program (including this year) _______________________________

Credential(s) held

Subject Assignment _____________________________________________

I. UNDERLINE STRONG POINTS AND (CIRCLE) WEAK POINTS

- Punctuality
- Accuracy and Promptness of Attendance and Other Reports
- Student Control
- Classroom Organization
- Subject Knowledge
- Class Preparation
- Use of Instructional Material Available
- Teaching Methods and Techniques
- Meets Course Goals and Objectives
- Acceptance of Suggestions

Relationships as they Relate to Classroom Instruction:

- Teacher-Student
- Teacher-Teacher
- Teacher-Administration
- 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 ____________________________
SWEETWATER UNION HIGH SCHOOL DISTRICT

Certificated Personnel Evaluation Report

SUMMER SCHOOL

Name _______________________________________________________

Last name  First name  Middle initial

School Assigned ______________________________________________

Subject Assignment(s) ____________________________________________________________________________________

I. UNDERLINE STRONG POINTS AND CIRCLE WEAK POINTS

Meets Course Goals and Objectives
Teaching Methods and Techniques
Subject Knowledge
Class Preparation
Student Control

Classroom Organization
Use of Instructional Material
Professional Conduct
Acceptance of Suggestions
Punctuality
Cooperation

Accuracy and Promptness of Attendance and Other Reports
Relationship:
Appearance
Voice
Health

Teacher-Student
Teacher-Teacher
Teacher-Administration
Teacher-Community

II. COMMENTS:

________________________________________________________________________

________________________________________________________________________

III. OVERALL EVALUATION: (check one)

☐ SATISFACTORY  ☐ IMPROVEMENT NEEDED  ☐ 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 _____________________

EVALUATION REPORTS MAY BE SUBMITTED AT ANYTIME, BUT MUST BE FORWARDED TO THE
DIVISION OF HUMAN RESOURCES BY THE END OF THE LAST WEEK OF THE SUMMER SESSION.

WHITE - Evaluator
CANARY - Evaluatee
PINK - Human Resources
A. 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 Human Resources in accordance with the following:

A. One (1) step credit for each year of verifiable teaching experience.

B. One (1) step credit for each two (2) years in military service up to a maximum of three (3) steps.

C. Maximum placement on the ninth step for a combination of the above.

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 18, 22 and 26 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 of unit members assignments.

B. Lower division courses that will contribute more to better preparation for teaching assignment than upper division or graduate courses; or that they are prerequisite to upper division or graduate courses felt to be essential.

III. Satisfactory completion of District funded workshops are acceptable for salary reclassification credit. Repeat credit for District workshop is not acceptable.

IV. A unit member must file application for reclassification on the salary schedule no later than September 30 for Semester I and February 28 for Semester II. To be eligible for reclassification, verification of course work through official transcripts shall be on file with the Division of Human Resources no later than December 31 for Semester I and May 31 for Semester II. Failure to either apply or provide verification correctly will automatically cancel eligibility for reclassification for that semester. Salary adjustments for academic training shall be retroactive to the beginning of the unit member's respective semester work schedule.
ANNIVERSARY INCREMENT

1. Eighteen (18) Year Anniversary Increment

This increment is in addition to the maximum step of the effective teachers' salary schedule and will be granted to 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 seventeen (17) full years or more.

2. Twenty-two (22) Year Anniversary Increment

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

a. Have met all requirements as listed for eighteen (18) year merit increment.

b. Have recognized teaching service for twenty-one (21) full years or more.

3. Twenty-six (26) Year Anniversary Increment

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

a. Recognized teaching service for twenty-five (25) full years or more.

b. Must be on or eligible for salary Class V or better by September 30 of the year of eligibility.

The anniversary increment is not granted automatically on the basis of completing seventeen (17), twenty-one (21) or twenty-five (25) years of service. Application (Form No. 8509) must be submitted through proper channels and the above conditions met at the end of the 17th, 21st and 25th year of service before the increment will be approved for the beginning of the next year.

It will not be necessary for a teacher who has been approved for the eighteen (18), twenty-two (22) or twenty-six (26) year anniversary increment to reapply each year to remain eligible.

All approved increments are granted the year following the completion of the required years of service.

To receive credit for a year's service, a teacher must have been employed for a minimum of seventy-five percent (75%) of the required working days for that year.
APPLICATION FOR 18-, 22-, OR 26-YEAR CERTIFICATED ANNIVERSARY INCREMENT

APPLICATION MUST BE RECEIVED BY HUMAN RESOURCES BY SEPTEMBER 30

I have reviewed the agreements between the Sweetwater Union High School District and the Sweetwater Education Association and the Sweetwater Counseling & Guidance Association, 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 applicable increment)

☐ 18-year increment  ☐ 22-year increment  ☐ 26-year increment

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

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

_________________________________  ________________________________
School                              Print Name

_________________________________  ________________________________
Date                                Signature

Social Security Number

RETURN ALL COPIES TO HUMAN RESOURCES

TO: PAYROLL

The above certificated employee is

☐ APPROVED  ☐ NOT APPROVED

for the following anniversary increment:

☐ 18-year increment  ☐ 22-year increment  ☐ 26-year increment

Comments:

__________________________________________________________

Compensation change:

FROM:_________________________ TO:_________________________

EFFECTIVE:_____________________

SIGNATURE:____________________ DATE:____________________

CC:  White - Payroll            Yellow - Human Resources
     Blue - Data Processing       Pink - Comptroller
     Green - Employee            Goldenrod - Site Administrator

Form No. 8509-B-90 (Rev. 1/90)
APPLICATION FOR SALARY RECLASSIFICATION
FOR MEMBERS OF THE CERTIFICATED BARGAINING UNITS

TO: Division of Human Resources

FROM: __________________________________________

1. In accordance with the provisions of my bargaining unit’s agreement with the district, I now qualify or will qualify for salary reclassification for Semester I _____ Semester II _____ for the 19____ - 19____ school year.

2. I am or will be entitled to be reclassified from Class ______ to Class ______.

3. My bachelor’s degree was earned _____ at ____________________________________

4. My master’s degree was earned/will be earned _____ at ____________________________

5. I understand it is my responsibility to forward all official transcripts necessary for evaluation of my request for reclassification to the division of human resources no later than the following deadline dates:

<table>
<thead>
<tr>
<th>Semester</th>
<th>Deadline Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Sept. 30 - Deadline Date</td>
</tr>
<tr>
<td>II</td>
<td>Feb. 28 - Application Deadline Date</td>
</tr>
</tbody>
</table>

a. Official transcripts reflecting all training offered in support of this application have already been filed with the division of human resources. Yes____ No____

b. Necessary official transcripts are attached. Yes____ No____

c. My official transcripts should be received by the division of human resources by ____________________

6. I will verify the requirements necessary for reclassification by submitting official transcripts for the following courses and/or district workshops which qualify toward reclassification.

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Dept. &amp; Courses No.</th>
<th>Course Title</th>
<th>No. of Units</th>
<th>Sem. or Qtr.</th>
</tr>
</thead>
</table>

10. If conditions should change so that I am unable to meet this request for salary reclassification, I will notify the division of human resources immediately.

Signature_________________________ Date__________________

Residence telephone number or telephone number where you can be reached during the summer months______________________________

SWEETWATER UNION HIGH SCHOOL DISTRICT
Division of Human Resources
1130 Fifth Avenue
Chula Vista, CA 92011

APPENDIX C-3

Distribution: White - Personnel
               Canary - Employee

Form No. 8004 - Rev. 6/90

109
NOTICE TO APPLICANTS

It is the applicant's responsibility to insure that all course work taken or to be taken fulfills reclassification requirements in accordance with the appropriate bargaining unit's agreement with the District.

Failure to either apply or provide verification correctly will automatically cancel eligibility for reclassification for that semester. Salary adjustments for academic training shall be retroactive to the beginning of the unit member's respective semester work schedule.

For District use only

This application was received by the Division of Human Resources on ______________________. ________________

Initials
PRIOR APPROVAL REQUEST
FOR GRADUATE, UPPER OR LOWER DIVISION COURSES TO APPLY TOWARD SALARY RECLASSIFICATION

NOTE: Prior to submitting this form, please review your bargaining unit's agreement with the Sweetwater Union High School District.

TO: Division of Personnel Services

POSITION TITLE _____________________________________ DATE _____________________________________

INDICATE: Counselor/Librarian/Nurse/Teacher

Prior approval is requested for the following course(s) to apply toward salary reclassification. Note: Courses requested should be justified as directly related to assignment and/or better preparation for teaching or unit member's assignment.

(CHECK APPROPRIATE BOX) GRADUATE [ ] UPPER DIVISION [ ] LOWER DIVISION [ ]

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Dept. &amp; Course Number</th>
<th>Course Title</th>
<th>No. of Units</th>
<th>Term to be Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REASON FOR REQUEST

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(If additional space is needed, continue on reverse side; however, if reverse side is used, please insert carbon paper.)

NAME: (PLEASE PRINT)

SIGNATURE

SCHOOL OF ASSIGNMENT

HOME ADDRESS (NUMBER/STREET/CITY/ZIP CODE)

DATE _______________________________ APPROVED _______________________________

PERSONNEL ADMINISTRATOR

NOTE _______________________________

NOT APPROVED _______________________________

PERSONNEL ADMINISTRATOR

NOTE _______________________________

Form No. 8018-79 (Personnel Services)
APPENDIX D

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 7-12 School Certificated Unit Members

Effective July 1, 1990

<table>
<thead>
<tr>
<th>STEP</th>
<th>CLASS I</th>
<th>CLASS II</th>
<th>CLASS III</th>
<th>CLASS IV</th>
<th>CLASS V</th>
<th>CLASS VI</th>
<th>CLASS VII</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22978</td>
<td>24529</td>
<td>26080</td>
<td>27631</td>
<td>29182</td>
<td>30733</td>
<td>32284</td>
</tr>
<tr>
<td>2</td>
<td>24107</td>
<td>25658</td>
<td>27209</td>
<td>28760</td>
<td>30311</td>
<td>31862</td>
<td>33413</td>
</tr>
<tr>
<td>3</td>
<td>25236</td>
<td>26787</td>
<td>28338</td>
<td>29889</td>
<td>31440</td>
<td>32991</td>
<td>34542</td>
</tr>
<tr>
<td>4</td>
<td>26365</td>
<td>27916</td>
<td>30596</td>
<td>31018</td>
<td>32569</td>
<td>34120</td>
<td>35671</td>
</tr>
<tr>
<td>5</td>
<td>27494</td>
<td>29045</td>
<td>32147</td>
<td>33698</td>
<td>35249</td>
<td>36800</td>
<td>38359</td>
</tr>
<tr>
<td>6</td>
<td>28623</td>
<td>30174</td>
<td>33276</td>
<td>34827</td>
<td>36378</td>
<td>37929</td>
<td>39587</td>
</tr>
<tr>
<td>7</td>
<td>29752</td>
<td>31303</td>
<td>32854</td>
<td>34405</td>
<td>35956</td>
<td>37507</td>
<td>39165</td>
</tr>
<tr>
<td>8</td>
<td>30881</td>
<td>32432</td>
<td>33983</td>
<td>35534</td>
<td>37085</td>
<td>38636</td>
<td>40187</td>
</tr>
<tr>
<td>9</td>
<td>32010</td>
<td>33561</td>
<td>35112</td>
<td>36663</td>
<td>38214</td>
<td>39765</td>
<td>41316</td>
</tr>
<tr>
<td>10</td>
<td>33139</td>
<td>34690</td>
<td>36241</td>
<td>37792</td>
<td>39343</td>
<td>40894</td>
<td>42445</td>
</tr>
<tr>
<td>11</td>
<td>34268</td>
<td>35819</td>
<td>38921</td>
<td>40472</td>
<td>42023</td>
<td>43574</td>
<td>45122</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Teachers serving as resource teachers at the administration center and nurses shall receive one additional increment in accordance with this salary schedule.
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
May 9, 1991
## SWEETWATER UNION HIGH SCHOOL DISTRICT

### SALARY SCHEDULE FOR EXTRA PAY FOR EXTRA SERVICE ASSIGNMENTS

#### HIGH SCHOOL

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td><strong>Revenue</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Boys' Athletics</strong></td>
<td></td>
<td><strong>Girls' Athletics</strong></td>
<td></td>
</tr>
<tr>
<td>Varsity Football</td>
<td>3059</td>
<td>Varsity Tennis</td>
<td>1509</td>
</tr>
<tr>
<td>Assistant Football</td>
<td>2374</td>
<td>Varsity Volleyball</td>
<td>2374</td>
</tr>
<tr>
<td>Varsity Basketball</td>
<td>3059</td>
<td>Jr. Varsity Volleyball</td>
<td>1509</td>
</tr>
<tr>
<td>Jr. Varsity Basketball</td>
<td>2156</td>
<td>Varsity Soccer</td>
<td>2374</td>
</tr>
<tr>
<td>Varsity Baseball</td>
<td>2590</td>
<td>Jr. Varsity Soccer</td>
<td>1509</td>
</tr>
<tr>
<td>Jr. Varsity Baseball</td>
<td>1941</td>
<td>Varsity Basketball</td>
<td>3059</td>
</tr>
<tr>
<td>Golf</td>
<td>864</td>
<td>Jr. Varsity Basketball</td>
<td>2156</td>
</tr>
<tr>
<td>Varsity Tennis</td>
<td>1509</td>
<td>Varsity Softball</td>
<td>2590</td>
</tr>
<tr>
<td>Cross Country</td>
<td>1509</td>
<td>Jr. Varsity Softball</td>
<td>1941</td>
</tr>
<tr>
<td>Varsity Track</td>
<td>2590</td>
<td>Varsity Track</td>
<td>2590</td>
</tr>
<tr>
<td>Assistant Track</td>
<td>1941</td>
<td>Cross Country</td>
<td>1509</td>
</tr>
<tr>
<td>Wrestling</td>
<td>2590</td>
<td>Varsity Field Hockey</td>
<td>1509</td>
</tr>
<tr>
<td>Assistant Wrestling</td>
<td>1941</td>
<td>Assistant Track</td>
<td>1941</td>
</tr>
<tr>
<td>Varsity Swimming</td>
<td>1723</td>
<td>Varsity Swimming</td>
<td>1723</td>
</tr>
<tr>
<td>Assistant Swimming Coach</td>
<td>1292</td>
<td>Assistant Swimming Coach</td>
<td>1292</td>
</tr>
<tr>
<td>Water Polo</td>
<td>1723</td>
<td>Jr. Varsity Field Hockey</td>
<td>864</td>
</tr>
<tr>
<td>Varsity Soccer</td>
<td>2374</td>
<td><strong>Non-Athletic</strong></td>
<td></td>
</tr>
<tr>
<td>Jr. Varsity Soccer</td>
<td>1509</td>
<td>Lunch Supervision</td>
<td>1749</td>
</tr>
<tr>
<td>Varsity Volleyball</td>
<td>2374</td>
<td>Academic Decathlon</td>
<td>864</td>
</tr>
<tr>
<td>Jr. Varsity Volleyball</td>
<td>1509</td>
<td>Academic League</td>
<td>864</td>
</tr>
<tr>
<td><strong>Non-Athletic</strong></td>
<td></td>
<td>Science Fair Advisor</td>
<td>517</td>
</tr>
<tr>
<td>Marching Band</td>
<td>1749</td>
<td>Senior Class Advisor</td>
<td>740</td>
</tr>
<tr>
<td>Drama</td>
<td>740</td>
<td>Dance</td>
<td>740</td>
</tr>
<tr>
<td>Speech</td>
<td>864</td>
<td>Palomar A.S.B.</td>
<td>1232</td>
</tr>
<tr>
<td>Vocal Music</td>
<td>740</td>
<td>CV Adult/Del Rey A.S.B.</td>
<td>1749</td>
</tr>
<tr>
<td>Girls' Marching Corps</td>
<td>864</td>
<td>Training Stipends (see Appendix D-10)</td>
<td></td>
</tr>
<tr>
<td>School Paper</td>
<td>864</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Annual</td>
<td>864</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheerleader Advisor</td>
<td>864</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pep Club Advisor</td>
<td>864</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved by
Board of Trustees
May 9, 1991
### SWEETWATER UNION HIGH SCHOOL DISTRICT

#### SALARY SCHEDULE FOR EXTRA PAY FOR EXTRA SERVICE ASSIGNMENTS

##### JUNIOR HIGH SCHOOL

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jr. High A.S.B.</td>
<td>1232</td>
</tr>
<tr>
<td>Jr. High Band</td>
<td>492</td>
</tr>
<tr>
<td>Vocal Music</td>
<td>370</td>
</tr>
<tr>
<td>School Publications</td>
<td>370</td>
</tr>
<tr>
<td>School Yearbook Publications</td>
<td>370</td>
</tr>
<tr>
<td>Science Fair Advisor</td>
<td>517</td>
</tr>
<tr>
<td>Lunch Supervision</td>
<td>1749</td>
</tr>
<tr>
<td>Intramurals</td>
<td>308</td>
</tr>
<tr>
<td>Interdisciplinary Team Leader</td>
<td>518</td>
</tr>
<tr>
<td>Jr. High Dance Instructor</td>
<td>712</td>
</tr>
</tbody>
</table>

1990-1991

Approved by Board of Trustees

May 9, 1991
# Sweetwater Union High School District

## Other Certificated Salary Rates

### Hourly Rate

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday School (One hour sick leave for every 18 hours worked)</td>
<td>22.50</td>
</tr>
<tr>
<td>Curriculum Work (Such work to be posted for bargaining unit members)</td>
<td>22.50</td>
</tr>
<tr>
<td>SPELS - additional approved work</td>
<td>22.50</td>
</tr>
<tr>
<td>Hourly Teaching - Extended Day (Where approved by the District)</td>
<td>22.50</td>
</tr>
<tr>
<td>7 - 12 Summer School Hourly Rate</td>
<td>23.04</td>
</tr>
</tbody>
</table>

### Daily Rate

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.S.B. Advisors, Journalism Teachers, A.S.B. Leadership Conference, for extra days of service</td>
<td>134.93</td>
</tr>
</tbody>
</table>

### Other Rates

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty Advisory Committee Members (Full Year)</td>
<td>329.14</td>
</tr>
<tr>
<td>Pay for Supervision: Afternoon Assignments</td>
<td>15.74</td>
</tr>
<tr>
<td>Evening Assignments</td>
<td>31.46</td>
</tr>
<tr>
<td>Class Coverage during Prep Period</td>
<td>26.00</td>
</tr>
</tbody>
</table>

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
May 9, 1991
SWEETWATER UNION HIGH SCHOOL DISTRICT

ROP AND OTHER HOURLY TEACHERS

SALARY SCHEDULE

1990-1991
Hourly Rates

<table>
<thead>
<tr>
<th>STEP</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP 1</td>
<td>1st through 3rd year of service</td>
<td>23.77</td>
</tr>
<tr>
<td>STEP 2</td>
<td>4th through 6th year of service</td>
<td>24.39</td>
</tr>
<tr>
<td>STEP 3</td>
<td>7th through 9th year of service</td>
<td>24.94</td>
</tr>
<tr>
<td>STEP 4</td>
<td>10th year of service or more</td>
<td>25.44</td>
</tr>
</tbody>
</table>

*NOTE: This schedule does not apply to summer school and adult school.

Approved by
Board of Trustees
May 9, 1991
SWEETWATER UNION HIGH SCHOOL DISTRICT

ADULT SCHOOL SALARY SCHEDULE FOR CLASSROOM TEACHERS

1990 - 1991

<table>
<thead>
<tr>
<th>Class</th>
<th>Step I</th>
<th>Step II</th>
<th>Step III</th>
<th>Step IV</th>
<th>Step V</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$22.53</td>
<td>$23.65</td>
<td>$26.02</td>
<td>$24.09</td>
<td>$24.61</td>
</tr>
<tr>
<td>Class II</td>
<td>$23.09</td>
<td>$24.25</td>
<td>$26.68</td>
<td>$25.30</td>
<td>$25.84</td>
</tr>
<tr>
<td>Class III</td>
<td>$23.61</td>
<td>$24.79</td>
<td>$27.27</td>
<td>$27.83</td>
<td>$28.42</td>
</tr>
</tbody>
</table>

STEP 1 - 1st through 3rd year of service
STEP 2 - 4th through 6th year of service
STEP 3 - 7th through 9th year of service
STEP 4 - 10th through 12th year of service
STEP 5 - 13th year of service or more

CLASS I - Standard Designated Subjects credential or Bachelor’s Degree with appropriate credential
CLASS II - Bachelor’s Degree plus 15 semester units subsequent to the Bachelor’s Degree with appropriate credential
CLASS III - Bachelor’s Degrees plus 45 semester units subsequent to Bachelor’s Degree or Master’s Degree with 15 semester units subsequent to the Master’s Degree with appropriate credential

Full time teachers transferring from the Sweetwater Union High School District’s 7-12 program to the Adult Education program shall be given step credit based on their years of service previously recognized by the District.

Adult education resource teachers working 1-20 hours per week shall receive a monthly stipend for mileage equal to 50% of that of the adult education assistant principals’ mileage stipend.

Adult education resource teachers working 21-40 hours per week or more shall receive a monthly stipend for mileage equal to that of the adult education assistant principals’ mileage stipend.

Approved by Board of Trustees: May 9, 1991
SWEETWATER UNION HIGH SCHOOL DISTRICT

SUMMER SCHOOL ADULT SCHOOL SALARY SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>SERVICE</th>
<th>1990-1991</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1st through 6th year of service*</td>
<td>23.43</td>
</tr>
<tr>
<td>2</td>
<td>7 or more years of service*</td>
<td>24.55</td>
</tr>
</tbody>
</table>

*Years of service previously recognized by the district.

Approved by
Board of Trustees
May 9, 1991
### SWEETWATER UNION HIGH SCHOOL DISTRICT

#### SALARY SCHEDULE FOR CHILDREN’S CENTER PERMIT TEACHER

**1990-1991 SCHOOL YEAR**

<table>
<thead>
<tr>
<th>STEP</th>
<th>Experience</th>
<th>CLASS I</th>
<th>CLASS II</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 - 3 years of experience</td>
<td>12.48</td>
<td>15.60</td>
</tr>
<tr>
<td>2</td>
<td>4+ years of experience</td>
<td>13.52</td>
<td>16.64</td>
</tr>
</tbody>
</table>

**Class I** - Children's Center Permit or greater with less than a Bachelor's Degree.

**Class II** - Bachelor's Degree or greater with certification to authorize service as a Children's Center Permit Teacher

Approved by
Board of Trustees
May 9, 1991
EXTRA SERVICES COMPENSATION

The extra service 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.
### Rate Schedule for Extra Duty Pay for Training and Product Agreements

<table>
<thead>
<tr>
<th>Product Agreement</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached schedule</td>
<td>$10.75</td>
</tr>
<tr>
<td>See attached schedule</td>
<td>$21.76</td>
</tr>
<tr>
<td>See attached schedule</td>
<td>$21.76</td>
</tr>
<tr>
<td>See attached schedule</td>
<td>$21.76</td>
</tr>
<tr>
<td>See attached schedule</td>
<td>$21.76</td>
</tr>
</tbody>
</table>

#### Schedule

1. **Training Participation - Paid**
   - Number of hours of training received at the hourly training participation rate
   - **Total Stipend**

2. **Training Design**
   - Number of hours of training at the hourly training design rate
   - **Total Stipend**

3. **Training Preparation**
   - Number of hours of training at half the hourly training design rate
   - **Total Stipend**

4. **Training Presentation**
   - Number of hours of training at the hourly training preparation rate
   - Number of hours of training at the hourly training presentation rate
   - **Total Stipend**

5. **Training of Trainer**
   - Number of hours of training of trainers at the hourly training design rate
   - **Total Stipend**

6. **Instructional Program Development**
   - Number of hours of training at the hourly instructional program development rate
   - **Total Stipend**

7. **Test Writing, Editing, and Scoring**
   - Number of hours at the hourly test writing, editing, and scoring rate
   - **Total Stipend**

---

### 1990-91 Contract Examples

- **Training Participation - Paid**
  - 1 hour: $10
  - 7 hours: $70

- **Training Design**
  - 2 hours workshop: $43.52
  - 15 hours workshop: $326.40

- **Training Preparation**
  - 2 hours workshop: $21.50
  - 15 hours workshop: $161.25

- **Training Presentation**
  - 2 hours workshop: $43.52
  - 15 hours workshop: $326.40

- **Training of Trainer**
  - 2 hours workshop: $43.52
  - $21.50
  - $43.52
  - $161.25
  - $326.40

- **Instructional Program Development**
  - 2 hours training: $43.52
  - $21.50
  - $261.12

- **Test Writing, Scoring, and Editing**
  - 10 hours testing activity: $217.60

February 1991
SWEETWATER UNION HIGH SCHOOL DISTRICT
DIVISION OF ADULT EDUCATION

MEMORANDUM

DATE: ______________________

TO: Director of Adult Education
    Principal, Chula Vista Adult/Del Rey Center
    Principal, Montgomery Adult/San Ysidro Center
    Principal, Sweetwater Adult

FROM: ________________________________
    (Print)

RE: REQUEST FOR ADDITIONAL TEACHING HOURS

Present Teaching Hours: __________ Tenured Teaching Hours: _______

Credential(s) held: __________________________________________

Subjects presently teaching: __________________________________

In addition, I am credentialed and willing to teach the following subjects:

________________________________________________________________

________________________________________________________________

Days and hours I am available to teach: _____________________________

________________________________________________________________

________________________________________________________________

(Signature) ______________________________________________________

Home phone: ____________________________ __________________________

I HAVE RECEIVED YOUR REQUEST FOR ADDITIONAL HOURS AND PUT IT ON FILE. EFFECTIVE FOR
SEMESTER _______, 199___-9___ SCHOOL YEAR.

(Principal's Signature) ______________________ DATE ______________________

WHITE - DIRECTOR AND/OR PRINCIPAL
PINK - HUMAN RESOURCES
YELLOW - EMPLOYEE
DATE: ________________________

TO: PRINCIPAL OF: CVA/DRC _____ MOA/SYC _____ SA _____

RE: VOLUNTARY REDUCTION OF TEACHING HOURS

I would like to voluntarily reduce the number of teaching hours assigned to me for the Fall or Spring semester during the school year 19___-19___. I agree to work a maximum (Circle one) of _________________ hours per week during this semester.

TEACHER: _________________________________

_______________________________
(Signature)

APPROVED BY PRINCIPAL: _________________________________

_______________________________
(Signature)
This Agreement is tentatively agreed to on April 11, 1991, by the representatives of the Sweetwater Education Association/CTA/NEA, the exclusive representative of the teacher unit, and the negotiator for the Sweetwater Union High School District. This Agreement is recommended to the unit membership for ratification. Also, this Agreement is recommended to the Board of Trustees for adoption.

Kathy Kozakiewicz  
Coordinator of E/E Relations  
Sweetwater Union H.S. Dist.

Andy Campbell  
Administrator of Planning  
Sweetwater Union H.S. Dist.

Bill Xander  
Bargaining Representative  
Sweetwater Education Assn.

DATE  
4/11/91

Cindy Ensworth, President  
Sweetwater Education Assn.

Elizabeth Campanile  
Executive Director  
Sweetwater Education Assn.

Jane McGill  
Bargaining Chair  
Sweetwater Education Assn.

Gary Chabner  
Bargaining Representative  
Sweetwater Education Assn.

Sue Miller  
Bargaining Representative  
Sweetwater Education Assn.

Gloria Mucci  
Bargaining Representative  
Sweetwater Education Assn.
This Agreement is approved by the Sweetwater Education Association/CTA/NEA, the exclusive representative of the teacher unit, on April 25, 1991, and attested to by the following signatures:

Elizabeth Campanile, Executive Director
Sweetwater Education Association

Cindy Engworth, President
Sweetwater Education Association

Jane McGill, Bargaining Chair

Gary Chanter, Negotiating Team

Sue Miller, Negotiating Team

Gloria Mucci, Negotiating Team

Bill Xander, Negotiating Team

This Agreement is approved by the Sweetwater Union High School District, Board of Trustees, on May 9, 1991, and attested to by the following signatures:

Lorenzo Provencio, President
Sweetwater Union High School District
Board of Trustees

Lita David, Vice President

Ruth Chapman, Clerk

Nicholas Aguilar, Member

Jim Cartmill, Member

John A. Aindone
District Superintendent

Katherine Kozakiewicz, Board Representative
Coordinator of Employer-Employee Relations