

COLLECTIVE BARGAINING

AGREEMENT

Between the

South Whittier School District

and the

South Whittier Teachers' Association

Effective

August 1, 2017 to July 31, 2020

NOTE: THIS IS A DRAFT

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MIDDLE SCHOOL

DRAFT

AGREEMENT

GENERAL PROVISIONS

ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the South Whittier School District (“District”) and the SWTA/CTA/NEA (“Association”), an employee organization, from August 1, 2017 through July 31, 2020.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code (Act).
- 1.3 It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.
- 1.4 During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that either party shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 2: RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board--excluding management, confidential and supervisory employees, as defined in the Act--for purposes of meeting and negotiating.
- 2.2 Bargaining unit positions included are: classroom teachers K-8; resource teachers and specialists; reading specialists; ECE specialists; speech, hearing, and language specialists; instrumental music teachers; special education teachers; school/community counselors; and health education specialists. The term "teacher" will refer to all bargaining unit members, unless otherwise specified.

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum with consultation from teaching staff members; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of any emergency. In addition, the District retains the right to hire,

classify, assign, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The teaching staff will be consulted whenever possible regarding emergency procedures. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article 6, "Grievance Procedure."

ARTICLE 4: ASSOCIATION RIGHTS

4.1 All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 21 herein, and will be conducted in places other than District property, except when: (a) an authorized Association representative gives advance notice to the Superintendent or designee regarding the specific time, place, and type of activity to be conducted; and (b) the Superintendent or designee can verify that such requested activities and use of facilities is subject to Civic Center regulations and will not interfere with the school programs and/or duties of unit members, and will not directly or indirectly interfere with the right of employees to refrain from

listening or speaking with an Association representative.

- 4.2 The Association will use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or designee; and (b) the Association and the District agree that it is not in anyone's best interest that derogatory or defamatory materials be distributed or posted at anytime. Any such posting is subject to removal by District or Association; (c) correspondence between individual bargaining unit members on Association matters is permitted and not subject to these restrictions; and (d) this subsection may be waived by mutual consent.
- 4.3 The Association President and/or a designee shall be granted up to a maximum of twenty-one (21) days of paid leave to conduct official Association business. There will be no loss of sick leave or other benefits. At no time will more than four representatives be released on Association business at the same time. This limit shall not apply to release for purposes of negotiations which shall be governed by Article 35. Release time made available under this section shall be for use during the regular instructional year (excluding summer sessions).
- 4.4 The District shall furnish the Association with the names, assignments, and work locations of teachers within thirty calendar days from the first teaching day of the school year. This information will be updated and provided to the association every ninety (90) days.

4.5 The District shall provide the Association with two copies of the complete Board of Education Agenda and back-up documents, except for materials that relate to personnel matters affecting classified, management, or supervisory employees or any other material which the District is not required by law to make public. These copies shall be available to the Association at least forty-eight (48) hours prior to the Board meetings. The Association president will designate the persons to receive these copies. If, after copies of the Agenda have been provided to the Association, the Board determines that it will consider another matter of the type the District has herein agreed to provide information, the Association shall be notified and reasonable efforts to provide the Association with back-up material prior to the Board meeting shall be made. If the material is not available prior to the Board meeting, it shall be provided to the Association representative prior to the discussion of that Agenda item at the Board meeting.

4.6 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities do not interfere with classroom instruction. During the hours of 7:30 a.m. and 4:00 p.m. upon arrival at the school site, said representative will report to the office of the site administrator to announce his/her presence and with whom he/she wishes to speak. Meetings with unit members shall take place at times when unit members are not required to render services.

ARTICLE 5: EMPLOYEE RIGHTS

5.1 The District and Association recognize the right of employees to form and

participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form or participate in employee organization activities.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 Definitions:

6.1.1 A "grievance" is a claim by one or more unit member(s) that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement.

6.1.2 A "grievant" is the Association or the person or persons making the claim. The Association, either in its own behalf or on behalf of the affected teacher(s), may initiate a grievance.

6.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.1.4 A "day" is a working day for both the district office and the grievant. Unless otherwise provided, this definition shall apply to all other sections of this agreement.

6.1.5 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant. This will be the principal at each school site.

6.2 Purpose:

6.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise from time to time, affecting the welfare and working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate

to any level of the procedure.

6.2.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his immediate supervisor, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

6.2.3 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 or waived by mutual agreement.

6.2.4 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 and, if left unresolved until the beginning of the following school year, could result in harm to a grievant, the time limits set forth herein will be reduced where possible so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

6.3 Grievance:

6.3.1 Informal

6.3.1.1 The employee with a complaint will first discuss it with his/her principal or immediate supervisor accompanied, if desired, by a representative of SWTA with the objective of resolving the matter informally. Prior to the filing of a written grievance, the employee shall attempt to resolve the matter by meeting with his/her

principal or immediate supervisor accompanied, if desired, by a representative of SWTA. The employee shall specify the provision of the agreement allegedly violated, misinterpreted, or misapplied. The objective of this meeting is to resolve matters informally and at the lowest possible level.

6.3.2 Formal

6.3.2.1 Level One

6.3.2.1.1 If the grievant is not satisfied with the disposition of his/her complaint, he/she may file a written grievance with his/her immediate supervisor within ten working days following the act or condition which is the basis of his/her complaint. Copies of the grievance report are to be sent by the grievant to the Superintendent and to all persons present at the informal hearing. The immediate supervisor may communicate his/her decision in writing within five working days to the grievant and to all persons present at the hearing, and to the Superintendent.

6.3.2.1.2 If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits either party may request a personal conference with the other party.

6.3.2.2 Level Two

6.3.2.2.1 Within five working days of receipt of the decision rendered by the immediate supervisor, the decision of the immediate supervisor in regard to such appeal may be further appealed in writing to the Superintendent, and a copy sent to SWTA. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons

officially present at the prior hearing, and such persons shall receive a copy of the appeal.

6.3.2.2.2 Appeals to the Superintendent shall be heard by the Superintendent within ten working days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five working days prior thereto to the grievant, his representative, if any, and any person who has theretofore been involved in the grievance.

6.3.2.2.3 Within ten working days of hearing the appeal, the Superintendent of Schools shall communicate to the grievant and the SWTA President, and all other parties officially present at the hearing, his/her written decision, which shall include supporting reasons therefore.

6.3.2.2.4 Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

6.3.2.3 Level Three

6.3.2.3.1 A grievance dispute which is not resolved at the level of Superintendent under the grievance procedures herein, may be submitted to the Board within ten working days of receipt of the decision rendered by the Superintendent.

6.3.2.3.2 Such appeals shall be held no later than the next regular school board meeting following receipt of the appeal, provided five working days notice is first given as to time and place of the hearing.

6.3.2.3.3 The Board shall act on the grievance no later than the next regular school board

meeting following the conclusion of the hearing. The Board shall furnish to all parties officially involved, a written statement of the reasons for the decision within five working days after the action is taken.

6.3.2.4 Level Four

6.3.2.4.1 If the grievance is not resolved at Level Three after submission of the grievance at Level Three, the grievant may, within ten working days, make written request that the Association submit the grievance to binding arbitration. If the Association decides that the grievance will be submitted to binding arbitration, the Association shall notify the Superintendent within fifteen working days after the receipt of the request from the grievant that the grievance has been submitted for binding arbitration.

6.3.2.4.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the American Arbitration Association to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

6.3.2.4.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

6.3.2.4.4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the

written grievance and the answers thereto at each step. If any question arises as to arbitrability of the grievance such question will be ruled on by the arbitrator. Nothing stated herein, is intended to be a waiver by either party of any right set forth by CCP Section 1280 and following.

- 6.3.2.4.5 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.
- 6.3.2.4.6 Issues arising out of the exercise by the Board and administration of its responsibilities under Article 3 of this Agreement, "District Rights", including the facts underlying its exercise of such discretion, shall not be subject to this procedure.
- 6.3.2.4.7 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be binding on the parties.
- 6.3.2.4.8 By filing a grievance and processing it beyond Level Two, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level Two shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution of the issues.
- 6.3.2.4.9 Filing of a grievance pursuant to the Article shall not in and of itself be grounds for any disciplinary action to and/or dismissal of the grievant.

6.3.2.4.10 Processing and discussing the merits of any asserted grievance at any level shall not constitute a waiver by the District of a defense that the dispute is not grievable.

6.3.3 Miscellaneous

6.3.3.1 Any unit member who files a grievance, provides information or testifies in grievance conferences or is involved in the processing of any grievance shall suffer no reprisal for their involvement in these activities.

6.3.3.2 The District shall maintain a separate file for grievance. No grievance document (grievance forms) or any document generated as part of the grievance process shall be placed in the personnel file of a unit member. Nor shall any reference be made in a unit member's personnel file to any grievance file maintained by the District.

6.3.3.3 By mutual agreement, the District and Association may agree to consolidate multiple grievances that raise identical issues for arbitration. In addition, the parties may agree to an expedited arbitration process (i.e., bench decision/no post-hearing briefing).

6.3.3.4 Unit members whose presence is required at the Informal, Level One, Two, or Three conferences or arbitration hearings shall be released from their duties without loss of pay. This provision shall apply only to the grievant, his/her representative (if a unit member), and material witnesses who will testify at a conference/arbitration hearing. Only one representative per grievance will be released by the District without loss of pay except in those situations when the Association has designated co-grievance chairpersons.

6.3.3.5 Processing and discussing the merits of any asserted grievance at any level shall

not constitute a waiver by the District of a defense that the dispute is not grievable.

ARTICLE 7: MAINTENANCE OF BENEFITS

7.1 Except as provided in Article 3, Section 3.3., the District shall not reduce or eliminate any benefits which were enjoyed by unit members as of the effective date of this Agreement without first bargaining with representatives of the bargaining unit as required by the EERA.

ARTICLE 8: CONCERTED ACTIVITIES

8.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully perform job functions or responsibilities, including compliance with the request of other labor organizations to engage in any such activity.

8.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the performance of job functions or responsibilities by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

8.3 It is agreed and understood that any employee violating the article may be subject to discipline up to and including termination by the District.

ARTICLE 9: SAVINGS

9.1 If any provision of this Agreement or any application thereof to any unit member is held by a court of the State, or by a federal court, to be contrary to law, or in violation of appropriate agency regulations, then such provision or application will

be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 10: MISCELLANEOUS PROVISIONS

- 10.1 Any individual contract between the District and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.
- 10.2 This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future, be contrary to, or inconsistent with its terms.
- 10.3 All teachers who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.
- 10.4 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 10.5 A unit member's notification that he/she intends to resign shall become effective upon submission to the Superintendent of a letter of resignation.
- 10.6 Upon written request of unit member and verification of necessary forms, the District shall electronically deposit the unit member's monthly warrant at a financial institution approved as an ACH member consistent with the Resolution passed by the District regarding direct deposit.

PERSONNEL POLICIES

ARTICLE 11: NON-DISCRIMINATION

- 11.1 The District shall not discriminate against any unit member on the basis of race,

color, ancestry, religion, creed, age, sex, gender, national origin, political affiliation, pregnancy, domicile, marital status, physical or mental disability, medical condition, sexual orientation, membership in any employee organization, or participation in the activities of any employee organization.

11.2 Application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.

11.3 The District shall not inquire into, nor predicate any adverse action upon, a unit member's lawful personal, political, and organizational activities or preferences.

11.4 In the administration of this Agreement, the District and the Association will provide reasonable accommodations to qualified employees with a disability and/or medical conditions and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the District in accordance with its interpretations of the requirements of the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and the California Fair Employment and Housing Act, even if such accommodations may be in conflict with another provision of this Agreement.

11.4.1 Before reaching agreement with an employee for an accommodation which may be inconsistent with the Agreement between the District and the Association, the District shall:

- a. Notify the Association of the anticipated accommodation; any desired waiver of a term or condition of this Agreement, and the District's assessment of the likely impact or effect upon other employees;
- b. Within ten working days following notice to the Association and before

implementing any agreement, meet with the Association over the accommodation and the impact or effect thereof on employees;

- c. Before implementing any accommodation which requires a waiver of a term or condition of this Agreement, obtain the Association's written agreement to waive such term or condition.

11.4.2 Notwithstanding the above, in the event the District and Association cannot reach an agreement over an accommodation which must, out of necessity, require a waiver of a term or condition of employment, the District may implement such an accommodation if it can demonstrate that there exists no other viable alternative of accommodation that does not create an undue hardship and which does not require a waiver of a provision of the contract.

11.4.3 Agreement by the District or the Association to a particular accommodation shall not obligate either the District or the Association to accept the same or similar accommodation in any other instance.

11.5 If an employee claiming a violation of this Article elects to proceed to an administrative agency or to court after the filing of a grievance or at any time prior to an arbitrator issuing a decision pursuant to Article 6 of this Agreement, the grievance shall be considered withdrawn.

11.6 This Article shall be interpreted in accordance with applicable federal and state law.

ARTICLE 12: PERSONNEL FILES

12.1 Before any negative or derogatory materials are placed in the unit member's personnel file, unit member shall be provided a copy of such material and be

advised of their right to prepare a written response to such material. The written response shall be attached to the materials. The unit member shall be given release time during the school day to review, initial, and date and write a written response. The unit member shall give their immediate supervisor 48 hours' prior notice that they are exercising rights provided by this section.

- 12.2 The District shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the District shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials are placed in the file at the time of the incident giving rise to such materials and the unit member is notified at such time that such materials are being placed in the file.
- 12.3 An access log shall be kept in each file. The person or persons who draft and/or place materials in a unit member's personnel file shall sign the material and signify the date on which such materials were drafted and placed in the file.
- 12.4 Access to a unit member's personnel file shall be limited to the Board, management, and confidential personnel, but only on a need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence.
- 12.5 Personnel files are to be kept in the Department of Human Resources in the custody of the Human Resources Administration.
- 12.6 A designated representative of the Association shall have access to the member's personnel file on a need-to-know basis with the permission of the unit member.
- 12.7 Four years after its inclusion, derogatory material placed in the personnel file may not form the basis of any disciplinary action or unsatisfactory evaluation, except as

provided by law. At that time, the unit member may request that the derogatory material be sealed. Such sealed material may be opened only with a unit member's prior knowledge and with reasons for the unsealing of that material stated in writing. The unit member may submit a written response for inclusion in the personnel file.

ARTICLE 13: PUBLIC CHARGES

- 13.1 The procedure defined herein shall not apply to those situations where the alleged conduct of the unit member:
- (1) involves violations of state or federal law;
 - (2) is subject to investigation by a law enforcement agency; or
 - (3) the complaining party is another employee of the District.
- 13.2 Public complaints about a unit member of a serious nature will be processed through the procedures outlined herein and shall be reported to the unit member by the administrator within three (3) working days of receiving the complaint.
- 13.3 Should the affected unit member, principal, or complainant believe the allegations of the complaint are of a serious nature warranting a meeting, a meeting shall be scheduled within ten (10) working days of the initial complaint. The purpose of the meeting, shall be to informally resolve complainant's concerns. The unit member may be represented at this meeting.
- 13.4 If the concern(s) is not resolved, the principal and/or designee shall conduct a thorough investigation of the matter within five (5) working days from the meeting held per Article 13.3.
- 13.5 If after completing the investigation, the principal or designee concludes the

allegations are unfounded, the concerns shall be disregarded and shall to be a matter of record. If the principal or designee concludes the allegations may have merit, the complainant will be asked to put the complaint in writing and deliver to the principal or designee within five (5) working days of this request. If a written complaint is not received, the matter will be dropped. The unit member shall be given a copy of the written complaint and a summary of the principal's investigation within five (5) working days of the principal's receipt of the written complaint. Within five (5) working days of this notification, the unit member shall be provided time, during the workday, to prepare a written response to the complaint.

13.6 The principal or designee shall review the written response from the unit member. If the principal or designee determines the allegations are unfounded, the complaint shall be disregarded and will not become a matter of record. If the proposed resolution of the complaint is not to the satisfaction of the complainant or unit member, either party may appeal to the District superintendent or designee within five (5) working days after notification.

Within fifteen (15) calendar days of the filing of the appeal, the superintendent or designee shall render a written decision. The decision shall be based on the complaint, the principal's summary, the unit member's response, an investigation, and a meeting with the concerned parties.

13.7 If the decision of the superintendent or designee is not to the satisfaction of the unit member, the Association may request, on behalf of the unit member, that the matter be reviewed by an impartial arbitrator. The arbitrator shall be selected by the District and the Association by alternately striking names from a panel of five

arbitrators submitted by the American Arbitration Association. The arbitrator may render a decision based on a review of all documents and evidence submitted at a hearing. The arbitrator's recommendations will be submitted to the Board of Education. The Board shall render a final decision. The cost of the arbitrator shall be borne equally by the District and Association.

ARTICLE 14: LEAVES OF ABSENCE

14.1 Illness Leave

Employees who are employed full-time for five (5) days per week for a year of school service shall be entitled to ten (10) days of leave of absence annually for illness or injury. Every employee who works less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears the full-time employment. (The purpose of sick leave utilization shall be for inability to perform duties due to physical and/or mental illness or injury.) In addition, five (5) days of sick leave can be used for care of a family member. For purposes of this section, "family member" shall include parent, spouse, registered domestic partner, or child.

Illness leave which is not used shall accumulate from year to year without limit.

14.1.1 Compensation: Employees on illness leave shall receive their regular salary until such time as accumulated illness leave is used up.

14.1.2 As provided by Education Code Section 44977, during each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, the amount deducted from the salary due him or her for any of the additional five

months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence, or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. An employee shall not be provided more than one five-month period per illness or accident for which the District may require a doctor's note specifying that the leave is due to a medical reason. One note may suffice for a series of intermittently scheduled listed days of leave. If a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. For purposes of this section and the section that follows, the five-school-month period referenced herein shall equal 100 days, which relate to a unit member's contracted work days.

14.1.2.1 As provided in Education Code Section 44978.1, when a certificated employee has exhausted all available fully paid sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Section 44977, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months (non-tenured employees), or for a period of 39 months (tenured employees). When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for

which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 44977.

14.1.3 Request Procedure: Teachers shall request substitutes using the online/telephone system. It is the teacher's responsibility to submit another request if more leave time is needed.

14.1.4 A unit member who has been absent five consecutive work days because of illness, may be required by District management to present a medical doctor's certificate to determine whether the unit member is able to return to work. The District management may require a certificate of authorization prior to five consecutive workdays of absence. However, in the event said certificate authorizes unit member to return, the unit member shall be reimbursed for examination fee, at no loss of salary or sick leave days.

14.1.5 Acceptance of Transferred Sick Leave: South Whittier School District shall accept the accumulated sick leave of incoming employees as set forth in a certified statement from the former employing agency, subject to the requirements of Education Code Section 44979.

14.2 Sabbatical Leave

14.2.1 Sections 44966, 44967, 44968 and 44969 of the Education Code are incorporated into this Agreement except as supplemented below:

(a) A unit member is eligible for sabbatical after seven years in the District.

(b) The purpose of such leave shall be confined to travel and/or

advanced study.

- (c) No more than 2% of the teaching staff shall be on leave in any year.
- (d) The Board shall pay the unit member who is on sabbatical leave 50% of his/her salary or the difference between his/her salary and that paid to the temporary contracted teacher, whichever is greater. The teacher on a yearly sabbatical may continue health and dental insurance at his/her option by paying the premiums. The teacher on a semester sabbatical will retain the health and dental benefits.
- (e) The employee will return to the same or similar position, if available.

14.2.2 Unit members must submit a request for leave no later than March 1 of the year preceding the school year for which the leave is requested.

14.3 Pregnancy Disability Leave

14.3.1 The Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. 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 by the District. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage,

childbirth, and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

14.3.2 The District shall not discriminate against a teacher because she is pregnant in such decisions affecting employment, including hiring, compensation, or terms, conditions, and privileges of employment. Conversely, the District shall not refuse to select the teacher for a training program leading to employment, reassignment or promotion or bar or discharge her from employment.

14.3.3 Any unit member shall have the right to utilize sick leave provided for in Article 14 for absences because of pregnancy, miscarriage, childbirth, and recovery therefrom, consistent with the benefits provided under either state or federal law.

14.4 Bereavement Leave

14.4.1 A unit member shall be entitled to a minimum of six days leave of absence, or seven days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.

14.4.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee.

14.5 Personal Necessity Leave

14.5.1 Leave which is credited under illness leave may be used at the unit member's election for purposes of personal necessity. Three of the days may be used at the

discretion of the unit member for any reason, with prior notification given to the immediate supervisor, provided the number of teachers requesting such leave at any one time does not exceed seven percent of the number of unit members. Such leave shall be granted in minimum one-half day increments.

14.5.2 For purposes of this provision the other days shall be limited to:

(a) death or serious illness of a member of the unit member's immediate family or household; (b) an accident which is unforeseen involving the unit member's immediate family or household; (c) religious observances, if legally permissible; (d) childbirth involving the father of the child; (e) an illness of his or her child, parent, spouse, or domestic partner; (f) adoption of a child; (g) or other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside of work hours, or for recreational activities.

14.5.3 Before the utilization of the days identified in 14.5.2, a unit member must obtain prior written approval from the appropriate management person, except in cases listed in "a" and "b" above. Should the circumstances outlined in "a" and "b" arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

14.5.4 Under the provisions of 14.5.2 a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in 14.5.2 above. A unit

member will be subject to payroll adjustment if the leave was used for purposes other than stipulated.

14.6 Jury Duty Leave

14.6.1 Unit members may be granted paid leaves of absence for jury duty in the manner provided by law.

14.6.2 During the term of this Agreement, a unit member shall make an attempt to defer jury duty to summer or such time as his/her services are not required by the District and, in such a case, teachers will be paid current substitute rate for each day of jury duty. [Upon expiration of this Agreement, Section 14.6 of the 2011-2014 Collective Bargaining Agreement shall govern jury duty leave.]

14.6.3 The unit member shall submit a written notification for jury duty leave accompanied by a copy of an official summons for jury service no fewer than ten days prior to the date on which the unit member is scheduled to appear.

14.6.4 It is the responsibility of the unit member to report to work whenever he/she is not required to attend jury duty service. Unit members who are released from jury duty with sufficient time to do so shall return to their work sites and report to their supervisors to be assigned duty for the remainder of the day.

14.6.5 The District reserves the right to request to have any unit member excused from jury service in the event said jury service would entail hardship on the public served by the unit member.

14.6.6 Jury duty leave will not be granted more often than once in each school year.

14.7 Industrial Accident Leave

14.7.1 Section 44984 of the Education Code shall be supplemented as follows:

- 14.7.1.1 The unit member shall be entitled to not less than sixty work days of industrial accident or illness leave during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 14.7.1.2 The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.
- 14.7.1.3 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. The District reserves the right to have a unit member undergo examination by a doctor selected by the District at District expense to verify the unit member's fitness to return to work.
- 14.7.1.4 An industrial accident or illness as used in this paragraph means any injury or illness compensable under California Workman Compensation laws.
- 14.7.1.5 The District's report of an industrial accident or illness shall be kept on file in the Business Office.
- 14.7.1.6 The benefits provided in this paragraph are in addition to illness/injury leave benefits. Accordingly, the District shall not deduct accumulated illness/injury leave from the illness/injury leave allotment of a unit member who is absent as a result of an industrial accident or illness.

14.8 Personal Business Leave

- 14.8.1 A unit member who requests permission to leave his/her assigned work area for necessary personal business reasons for a period not exceeding one hour may do so with the prior approval of his/ her immediate supervisor and without loss of pay

provided that no paid substitute time is requested or required.

14.8.2 A unit member who requests personal business leave for a period exceeding one hour, but not exceeding one-half workday, may do so with the prior approval of his/her immediate supervisor, but such request shall have been submitted to the immediate supervisor in writing in advance of the time requested. This will be without loss of pay provided that no paid substitute time is requested or required.

14.9 Other Leaves Without Pay

14.9.1 For each seven consecutive years of full time paid service to the District, a tenured teacher, upon request, shall receive a leave, without pay, for a period of time not to exceed one year. Such leave may not be taken during the school year immediately preceding or succeeding a school year during which sabbatical leave is taken.

14.9.2 Any request for a leave authorized in 14.9 shall be submitted to the Superintendent in writing on or before May 1st of the school year immediately preceding the school year during which the leave is requested.

14.9.3 On or before March 1st of the year during which such leave is taken, the District shall mail a request to any teacher then on such leave that the teacher notify the District on or before May 1st of that year whether the teacher will return to District service for the next school year. Such notice shall be mailed to the teacher's address of record in the District or at such other address specified by the teacher in writing to be used for the purpose stated in 14.9.3.

14.9.4 If any teacher, to whom the notice specified in 14.9.3 has been mailed in accordance with the provisions of 14.9.3, fails to notify the Superintendent in

writing on or before May 1st, that the teacher will return to District service for the next school year, the teacher will be deemed to have resigned as of the end of the school year. The Board, at its discretion, may accept that resignation at any time, unless the written notice referred to herein is received by the Superintendent prior to the Board so acting.

14.10 Family Medical Leave

14.10.1 A unit member who has been employed for a minimum of one year shall be eligible to receive an unpaid leave under the Family Medical Leave Act. The reasons for which this leave shall be granted are:

- (a) A unit member has a serious health condition.
- (b) A member of the family has a serious health condition.
- (c) The birth of a child or the placement of a child with a unit member through adoption or foster care.
- (d) For purposes of this section, "Family" shall include child, spouse, parent or individual living in immediate household of unit member.

14.10.2 A serious health condition means illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital, hospice, or residential care facility or continuing treatment or supervision by a health care provider.

14.10.3 This leave shall not exceed 12 weeks within any school year and shall be available to the unit member after all other leave provisions have been exhausted.

14.10.4 During this leave, the unit member shall continue to receive fringe benefit coverage as if they were in full- time employment. The unit member shall make premium payments for family dental and vision in accordance with District policy.

- 14.10.5 Advance notification to the District shall occur as soon as practicable. Notification shall include the date the leave begins, the pattern of leave, and the anticipated date of return from leave.
- 14.10.6 Upon request by the District, the employee shall provide certification from a health care provider regarding: who the leave is for and their relationship to the unit member, date on which the serious health condition began, and the probable duration of the condition. If the unit member requires leave for intermittent treatment, the certification shall state the dates on which treatment is expected to be given and the duration of the treatment.
- 14.10.7 A unit member returning from leave shall be reinstated immediately to the position held prior to the beginning of the leave if the employee returns to serve within the same year in which the leave is taken. If the leave spans two separate school years, the unit member may be assigned to the same or comparable position.
- 14.10.8 All medical information required for this leave shall remain confidential and be kept in a file other than the employee's personnel file.
- 14.10.9 For purposes of this section, the following definitions shall apply:
- 14.10.9.1 "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under eighteen years of age or an adult dependent child 18 or older and incapable of self-care because of mental or physical disability [29 U.S.C. §2611(12)].
- 14.10.9.2 "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the bargaining unit member when the bargaining unit member was a child [29 U.S.C. §2611(7)].

14.10.9.3 “Registered domestic partner” shall be those persons registered with the California Secretary of State pursuant to the provisions of California Family Code Section 297.

14.10.9.4 “Serious health condition” shall be as defined in the FMLA and CFRA statutes and regulations.

ARTICLE 15: TEACHERS EVALUATION PROCEDURES

15.1 The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article 15 shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievance shall be limited to a claim that the following procedures have been violated.

Procedures to be used for the evaluation of teachers shall be as set forth in 15.1.1 through 15.1.7 of this article.

15.1.1 Frequency of Evaluation

Probationary teachers shall be evaluated at least once each year. Tenured teachers shall be evaluated at least once every two years. When any permanent certificated employee has received an unsatisfactory evaluation, the employing authority shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.

15.1.2 Phases of Evaluation

Each evaluation shall take place in three phases: the Planning Phase, the Monitoring Phase, and the Evaluation Phase. Procedures and time frame for each phase are described below.

15.1.3 Planning Phase (Opening of School through the 25th instructional day.)

15.1.3.1 Orientation to Evaluation (During the first week of School): The evaluator(s) shall review with the teacher or teachers on a group basis a statement of District and School Goals and the expectations of staff as related to student progress.

15.1.3.2 Pre-evaluation Meeting (Prior to the 26th instructional day.)

15.1.3.2.1 The evaluator(s) shall clarify specific assignments of any teacher upon request. The evaluator(s) shall suggest proposed goals and objectives for the year for the teacher in areas including, but not limited to, student progress, classroom control, psychological and physical environment, and performance of adjunct duties.

15.1.3.2.2 The evaluator(s) shall discuss with the teacher proposed objectives in the above areas and techniques of assessment of achievement of goals and objectives. The evaluator(s) shall approve a written evaluation plan for the teacher, which plan shall have been initially formulated by the teacher. Upon the approved plan being presented to the teacher, the teacher shall have five days to present any objection to the plan. Such objection shall be presented in writing and shall be retained by the evaluator(s) with the plan.

15.1.4 Monitoring Phase (Begins the first day following Planning Phase and ends the day prior to the beginning of Evaluation Phase.)

15.1.4.1 Monitoring activities of evaluator(s) may include the following:

A. Observations (informal or formal)

1. Informal observation:

Any time an evaluator observes a teacher and provides written feedback with the feedback being given to the teacher within four (4) days of the informal observation.

2. Formal observation:

An observation scheduled with enough lead time (minimally two weeks) for teachers to plan, includes a pre-observation meeting to discuss the planned lesson, the lesson observation, and a post-observation meeting to discuss the effectiveness of the observed lesson and to receive written feedback on the lesson. At the pre-observation meeting, the teacher and evaluator shall set a date for the post-observation conference to occur within seven (7) days, unless mutually agreed upon otherwise.

3. A walkthrough is defined as any time an evaluator walks through the classroom or observes a teacher and provides no feedback. A walkthrough may not be used for evaluations.

B. Conferences (informal or formal) with the teacher.

15.1.4.2 Modification of objectives by the evaluator(s) as monitoring activities indicate shall be documented and attached to the teacher's instructional plan.

15.1.4.3 Suggestions for Improvement (Remediation Plan)

15.1.4.3.1 When the evaluator(s) indicates to a teacher that improvement is required, specific suggestions shall be made in writing to include:

(a) Areas where improvement is needed;

- (b) Specific suggestions for improvement;
- (c) Additional resources that will be utilized to assist with improvement;
- (d) The evaluator(s)' role in assisting the teacher;
- (e) Techniques for measurement of improvement;
- (f) A time schedule for monitoring progress.

1) Once the Improvement Plan is established, the duration of the plan shall be for a period of 12 months (with the option for an early exit when Improvement Plan requirements are met).

2) While school is in session, the administrator shall meet with the teacher on a monthly basis to discuss progress and provide written feedback to teacher.

3) At the completion of the 12 months, the evaluator shall inform the teacher, in writing, that the Improvement Plan was completed. If the Improvement Plan is not completed, the teacher shall be informed, in writing, of the next steps.

15.1.5 Evaluation Phase (The last thirty instructional days prior to the end of the school year.)

15.1.5.1 No later than the last thirty instructional days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the teacher and thereafter, but prior to the close of the school year, a meeting shall be held between the evaluator(s) and the teacher to discuss the evaluation.

15.1.5.2 The teacher shall have the opportunity to initiate written reaction or response to

the evaluation within ten calendar days of the evaluation conference. Such response shall become a permanent attachment to the evaluation and placed in the teacher's personnel file.

15.1.6 The parties agree that the primary purpose of the evaluation procedure is the improvement of instruction in the District for the benefit of students.

15.1.7 For purposes of this Article 15 the evaluator means the Superintendent of the District or his/her designee or designees, other than any member of the bargaining unit or any non-certificated personnel.

ARTICLE 16: PERSONAL AND ACADEMIC FREEDOM

16.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.

16.1.1 Accordingly, a unit member shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

16.1.2 Accordingly, in performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to

indoctrinate students with his/her own personal, political, and/or religious views.

16.2 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her assigned duties.

16.3 A unit member shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state, or federal law.

ARTICLE 17: TRANSFERS/REASSIGNMENT

17.1 Definition

17.1.1 Transfer: A transfer is the relocation of a unit member from one school site or facility to another. Transfers fall into two categories: (1) Administrative or involuntary transfers that are initiated by the District; and (2) Transfers that are initiated at the request of the unit member on a voluntary basis.

17.1.2 Reassignment: A reassignment is a change in assignment within the same school or work site including a change from one subject area or grade level to another subject area or grade level.

17.2 Voluntary Transfer Request

17.2.1 Posting of Vacancies

17.2.1.1 A vacancy is defined as a position at a school site or facility which the District has determined is to be filled by a unit member. A vacancy may be the result of a position having been vacated by another unit member because of resignation, retirement, transfer, leave of absence for more than one year, or a newly created

position.

17.2.1.2 The District shall post vacancies in a conspicuous place at each site and at the District Office for at least ten (10) days prior to the filing deadline. If a vacancy occurs between August 15 and September 30 of any given school year, the posting requirements may be waived by mutual agreement.

17.2.1.3 Vacancy notices shall include:

- (1) The position, (description, location, grade level, or subject matter assignment);
- (2) Credential requirements;
- (3) Special qualifications that can be legally and educationally justified;
- (4) Date the position is available and the date by which it must be filled;
- (5) Filing deadline.

17.2.1.4 Vacancies shall not be filled, except on a temporary basis, until after the closing date. During the summer recess, the District shall make a reasonable effort to notify unit members who have submitted a written request for transfer regarding vacancies. The unit member's request must be in writing and must include a summer recess mailing address. Unit members who have requested notice of vacancies shall be mailed such notices at the same time they are posted pursuant to section 17.2.1.2 above.

17.3 Voluntary Transfer Request Procedure

17.3.1 A request for transfer may be filed at any time on appropriate District forms available in the Personnel Office and at school sites. Properly filed transfer

requests shall be valid for twelve (12) months from the date the request is submitted to the Personnel Office.

17.3.2 Unit members who desire to transfer to another site will deliver an application for transfer to the Personnel Office. The application shall include the grade and/or subject to which the unit member desires to be assigned, and the school or schools to which he/she desires to be transferred, in order of preference.

17.3.3 A request for transfer may be withdrawn in writing, by the unit member at any time prior to the official notification of transfer approval. Notice of withdrawal must be filed with the Personnel Office.

17.3.4 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.

17.3.5 The following non-ordered criteria shall be used to determine which unit member receives a voluntary transfer:

- (1) Possession of an appropriate credential;
- (2) Staffing needs of the school;
- (3) Teaching strengths of the teacher;
- (4) Provided all the above factors are equal, the unit member with the greatest district-wide seniority or school seniority, if applicants have the same district-wide seniority, shall receive the transfer. If applicants have the same district-wide and school seniority, then grade level seniority shall be used as a tie breaker.

17.3.6 No unit member will be involuntarily transferred to honor another unit member's

request for transfer.

17.3.7 Voluntary transfer/reassignment requests shall be given priority consideration over an involuntary transfer/reassignment except when the reason for the involuntary transfer/reassignment is due to school closure or the reduction of position(s) at site(s).

17.3.8 The unit member who is denied a transfer may request, within five (5) days, a meeting with the site administrator and Associate Superintendent, Human Resources to discuss the reasons for denial. Within five (5) days following this meeting, the unit member may request and shall be provided a written explanation for the denial.

17.4 Involuntary Transfers

17.4.1 The District may initiate an involuntary transfer for any of the following reasons:

17.4.1.1 To comply with State or Federal government orders to affect racial, ethnic or gender balance of staff at a school;

17.4.1.2 To accommodate program needs requiring specific qualifications among the teaching staff essential to the effective operation of a school;

17.4.1.3 Closure of a school or a change in projected enrollment or program at a site;

17.4.1.4 Performance renewal - A unit member may be involuntarily transferred to improve his/her performance after two years in an assignment when the two most recent official written evaluations reflect a less than average performance. A transfer for performance renewal purposes of a unit member in an assignment for less than two years can occur only with the consent of the unit member.

17.4.1.5 Placement of unit members returning from leaves except in cases where the

position held by the unit member has been filled by a substitute or temporary person and the length of leave has been for a specific period of time of one year or less and there has not been a reduction in force effecting that position.

17.4.1.6 When a reduction in enrollment necessitates a reduction in position(s).

17.4.2 Criteria: When the District determines that it is necessary to transfer an employee involuntarily, the determination of which employee will be transferred shall be based upon the following non-ordered criteria:

- (1) Possession of an appropriate credential;
- (2) Staffing needs of the school;
- (3) Teaching strengths of the teacher;
- (4) Provided all the above factors are equal, the unit member with the least district-wide seniority or school seniority, if applicants have the same district-wide seniority, shall receive the transfer. If applicants have the same district-wide and school seniority, then grade level seniority shall be used as a tie breaker.

17.4.3 Procedure: The District shall observe the following procedures in making involuntary transfers:

17.4.3.1 The site administrator shall notify an employee who is being considered for an involuntary transfer. Upon request of the employee being considered, the site administrator shall meet with the employee to discuss the reasons for the proposed transfer. If the employee objects to the proposed transfer, he/she shall state specific reasons for such objection. The employee may suggest alternatives to his/her site administrator who shall discuss the proposed alternatives with the

employee. A representative of the Association may be present at this meeting if requested by the employee, and another representative of the District may be present at this meeting if requested by the site administrator.

17.4.3.2 Once a decision has been made to transfer an employee, the Associate Superintendent, Human Resources shall meet with the employee and notify him/her of the transfer. The employee shall sign the transfer form at this meeting, which shall verify only that the employee has been informed of the transfer. At this meeting, the Associate Superintendent, Human Resources will provide the employee with a written statement of the specific reasons for the transfer. A representative of the Association may be present at this meeting if requested by the employee, and another representative of the District may be present at this meeting if requested by the Associate Superintendent, Human Resources.

17.4.3.3 If involuntary transfers are necessitated by declining enrollment or over-staffing, voluntary transfers shall be sought prior to utilizing involuntary transfers.

17.4.3.4 All unit members being involuntarily transferred shall have equal opportunity to interview for available openings. When a choice of positions is possible, unit members may indicate an order of preference.

17.4.3.5 Unit members will be given notice of involuntary transfers, to the extent possible, by June 1st. This notice shall indicate the new assignment, if known. If not known, a notice of the new assignment will be given as soon as possible.

17.4.3.6 During the summer recess, the District shall make a reasonable effort to notify unit members who are being involuntarily transferred regarding vacancies as they occur. Such notices will be mailed to the address on file with the District. Unit

members are encouraged to submit summer mailing addresses to the District.

17.4.3.7 Unit members shall be informed by the District of the status of the transfer.

17.4.3.8 A unit member who is involuntarily transferred shall be placed before any new hire.

17.4.3.9 Involuntary transfers shall not be made for punitive or disciplinary reasons.

17.4.3.10 A person shall not be involuntarily transferred more than once every three years except in the case of school closure.

17.5 District Assistance

17.5.1 Any employee transferred by the District during the school year shall be given at least three instruction-free days prior to the commencement of the work in the new assignment. The District shall provide assistance, upon request, in moving the employee's materials to the new work site. If a transfer occurs during the summer, teachers will earn extra pay hourly rate of pay up to three days.

17.6 Reassignment

17.6.1 Any employee may request a change in assignment by submitting such request in writing to the employee's site administrator.

17.6.2 The District shall observe the following procedures in making reassignments:

17.6.2.1 Involuntary reassignments shall be made only for reasons identified in section 17.4.1 above.

17.6.2.2 The site administrator shall notify an employee who is being considered for a reassignment. Upon written request from the employee, the site administrator shall meet with that employee to discuss the reasons for the proposed reassignment. If the employee objects to the involuntary reassignment, he/she shall state specific reasons for such objections. The employee may suggest

alternatives to his/her site administrator who shall discuss the proposed alternatives with the employee.

17.6.2.3 Once a decision has been made to reassign an employee, the site administrator shall notify the employee as soon as possible. Any employee who is involuntarily reassigned must be notified of the reassignment at least five (5) days in advance of the time the reassignment is to be effective.

17.6.3 Prior to the end of the school year, each employee shall be informed, in writing, of his/her tentative assignment for the coming school year. If this tentative assignment is subsequently changed, the employee shall be notified as soon as possible.

17.6.4 Any employee reassigned by the District during the school year shall be given at least three instruction-free days prior to the commencement of the work in the new assignment. The District shall provide assistance, upon request, in moving the employee's materials to the new work site. If the reassignment occurs during the summer, teachers will earn extra pay hourly rate of pay up to three days.

17.6.5 Decisions relative to reassignments shall not be made for punitive or disciplinary reasons.

ARTICLE 18: LAYOFF AND INTERMEDIATE DISCIPLINE PROCEDURES

18.1 Layoffs

18.1.1 The Administration shall meet with the Association with respect to the nature and impact of any anticipated unit member layoffs prior to any Board action relative to the reduction of the teaching staff.

18.1.2 The Administration shall use U.S. mail, email, or personally deliver to the South

Whittier Teachers' Association, upon request, copies of all documents associated with the layoff of unit member personnel. Such documents shall include a list of unit members who are on paid and unpaid leaves of absence, unit members who have applied for paid leaves of absence, and unit members who are expected to leave the bargaining unit at the end of the school year. Such information shall include the kinds of leave, the expected return dates, the positions filled by such unit members and their locations, and the reasons for the unit member moving out of the bargaining unit. Such information shall be updated and re-transmitted on a bi-weekly basis.

18.2 Probationary Certificated Dismissal Procedure

18.2.1 Education Code Section 44948.3(a) provides that first and second year probationary employees may be dismissed during the school year for unsatisfactory performance determined pursuant to Article 11 of the Education Code (commencing with Section 44660) of Chapter 3, or for cause pursuant to Section 44932. Probationary certificated employees subject to dismissal under the provisions of Education Code Section 44948.3 shall be accorded the following due process procedures:

18.2.1.1 If a written request for hearing is submitted within fifteen (15) days of receipt of the notice of intention to dismiss, the District shall retain the services of a neutral hearing officer, not an employee of the District, to conduct a hearing on the causes and charges for dismissal. The hearing officer shall be an individual who possesses current knowledge of California Public School Law and personnel practices. The Superintendent, or Superintendent's designee, and the SWTA

President will mutually prepare a list of potential hearing officers each school year. A hearing officer will be selected from the list by the Superintendent, or Superintendent's designee, and the SWTA President. The list should be an uneven number in length. Should they not agree, each will eliminate a name until there is only one name left. Within three (3) working days, the District will contact the hearing officer to schedule a hearing. If a timely request for hearing is not received, the employee may be dismissed without a hearing.

18.2.1.2 The District shall ask the hearing officer to schedule a hearing as soon as is practicable. Written notice of the hearing date, time, and location shall be given to the employee at least ten (10) days in advance of the hearing.

18.2.1.3 The hearing will be conducted by the hearing officer. Formal rules of evidence shall not apply; any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious matters. A transcript shall be prepared of the hearing by a certified court reporter. The transcript shall be made available to the unit member for copying on request. Custody of the transcript shall be given to the representative of the unit member.

18.2.1.4 Upon the conclusion of the hearing, the hearing officer shall prepare a proposed decision containing findings of fact and a recommendation as to disposition. Copies of the proposed decision shall be transmitted by the hearing officer to the Board of Trustees and the employee.

18.2.1.5 The Board shall make the final determination regarding findings of fact and disposition. None of the findings, recommendations, or determinations contained in the proposed decision shall be binding on the Board; however, any final Board

determination that is at variance with the proposed decision shall be based upon a review of administrative hearing record. Notice of the Board's final action, including the effective date of any dismissal, shall be delivered to the employee who may appear before the Board if the employee so chooses.

18.2.1.6 All notices and other communications shall be delivered either by personal service or certified mail, postage prepaid, addressed to the employee at his or her most recent address of record. The term "day" means calendar day.

18.2.1.7 Section 18.2 will not be subject to the grievance procedure.

18.3 Permanent Certificated Employees Intermediate Discipline

18.3.1 It is the purpose of this section to implement only the provisions of the Government Code Section 3543.2(b), permitting suspension without pay for (15) work days. This Article is limited to setting forth the procedure for suspending a permanent employee during the school year from the position in which the employee has gained tenure. No suspension shall be imposed without just cause.

18.3.2 Nothing in this Article shall limit the District's rights to evaluate employees in accordance with provisions of this Agreement. This Article is not intended to replace or limit the District's right under California law to institute dismissal proceedings or to institute immediate suspension or mandatory leave of absence when so called for under California law. This Article shall not apply to verbal or written reprimands or the release or dismissal of probationary teachers or any other matter not involving a proposed suspension of a permanent employee during the school year from the position in which he/she has gained tenure.

18.3.3 Written notice of proposed suspension specifically stating the reasons for the

proposed suspension shall be given to the employee prior to implementing the suspension.

18.3.4 Within ten (10) days of the receipt of written notice, the employee may request in writing that the Association submit the proposed suspension to arbitration in accordance with the provision of Article 6, level 4. The issue to be submitted to the Arbitrator shall be, "Is the proposed suspension of [employee] for just cause and, if not, what, if any, is the appropriate discipline?".

18.3.5 The decision of the arbitrator shall be binding upon the District, the Association, and the employee.

ARTICLE 19: TUBERCULOSIS EXAMINATIONS

19.1 Employees shall undergo a tuberculosis risk assessment every four years.

19.2 If there are risk factors identified by way of the assessment, an examination will be required which shall consist of either an approved intradermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Disease Control and Infection.

19.3 After the tuberculosis risk assessment and, if indicated, the examination, the employee shall file with the Superintendent a certificate from the examining physician, physician assistant, or nurse practitioner showing that the employee was examined and found free of infectious tuberculosis. The assessment, examination, and x-ray, if necessary, shall be made available to the employee without cost to the employee.

19.4 It is the responsibility of the employee to keep a current certificate on file with the District.

- 19.4.1 The District shall notify employees not less than sixty (60) days before an assessment is required.

TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 20: PAYROLL DEDUCTIONS

- 20.1 Any unit member who is a member of the SWTA/CTA/NEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 20.2 Except as provided below in section 20.3, any unit member who is not a member of the SWTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as

provided in section 20.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in section 20.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 20.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

20.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting SWTA/CTA/NEA as a condition of employment will not have to join or pay a service fee to the Association; except that such unit member shall, in lieu of a service fee, pay to one of the following non-religious organizations, charitable funds exempt from taxation under section 5.1(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before October 1st of each school year.

20.3.1 Foundation to Assist California Teachers (FACT) is a nonprofit organization founded in 1928 by teachers and run by teachers to help teachers. Programs include housing for retired teachers, an outreach program for retired teachers, and interest-free emergency loans for active teachers during times of crisis or catastrophe.

20.3.2 City of Hope

20.3.3 American Red Cross

20.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings

object to joining or financially supporting employee organizations, pursuant to section 20.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 20.1 and 20.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1st of each year.

20.5 Any unit member making payments as set forth in sections 20.3 and 20.4 above, and who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

20.6 With respect to all sums deducted by the District pursuant to sections 20.1 and 20.2 above, whether for membership dues or agency fee, the District agrees to remit such monies, within 30 calendar days from the 10th of each month, to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

20.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of Article 20.

20.8 Hold Harmless Clause

20.8.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action

before the Public Employment Relations Board challenging the legality and/or constitutionality of the agency fee provisions of this agreement on their implementation.

20.8.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 20.8.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.

20.9 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher 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.

ARTICLE 21: WORKING DAYS AND HOURS

21.1 Unit members will be at school seven hours each working day. This time will be recorded using the District time and attendance system. Every unit member shall be entitled to one duty-free, uninterrupted lunch period of a minimum of forty (40) minutes daily for grades K-6 and thirty (30) minutes daily for grades 7-8 on teaching days.

21.2 Whenever possible, SST and IEP meetings will be scheduled during the school day. Should an IEP meeting run past a general education teacher's contractual day, the unit member shall be compensated at the Tier 1 rate of pay for the time spent beyond the contract day attending the IEP meeting.

21.3 In addition to assigned teaching or adjunct duties, unit members shall perform their other instructional day duties, many of which will occur outside of the minimum school-based assignment hours and off the site for which no additional

compensation shall be provided. Such duties include planning, selecting, and preparing materials for instruction; receiving and evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; supervising instructional aides as assigned; and dismissal/bus duty.

21.3.1 In assigning teaching supervision or adjunct duties set forth in this paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the unit members, with volunteers considered prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner.

21.4 Except as provided herein, unit members shall be required to attend up to six (6) meetings per month, not to exceed eight (8) hours per month except for December and June which will not exceed three (3) meetings per month. These meetings will consist of the following:

- 1) District-wide Grade Level meetings or training;
- 2) Site Grade Level or Department meetings or training;
- 3) Staff meetings or mandated training.

These meetings shall be scheduled to conclude no later than 4:00 p.m.

21.4.1 In the event of an emergency, the principal may call a short staff meeting to address the situation. For the purposes of this section, an emergency shall be defined to be a natural disaster or situation that involves imminent danger to staff and/or students.

21.5 Training scheduled in excess of Article 21.4 shall be compensated per Article 28.4

at the Tier 2 rate.

- 21.6 Each fourth through sixth grade teacher will be entitled to one hundred sixty (160) minutes of preparation time per week.
- 21.7 Banking of minutes for minimum days will occur according to Appendix G.
- 21.8 Middle School teachers shall have a preparation period equivalent to one period in the Middle School instructional day. Preparation periods shall be staggered throughout the instructional day. This shall not preclude the parties from mutually agreeing upon alternative instructional schedules for the Middle School during the term of this Agreement.
- 21.9 A minimum day shall be scheduled for Back-to-School, Open House, and the days of Parent-Teacher Conferences. The District shall not be obligated to reschedule preparation time affected by minimum days, holidays, or state testing.
- 21.10 Every effort will be made not to schedule a staff meeting on Fridays. Whenever possible, the District shall try to provide at least 72 hours prior notice for any meetings or trainings not on the published calendar.
- 21.11 A. Attached to this Agreement as Appendix H are schedules related to the addition of instructional minutes to the instructional day and starting and ending time for students at each school.
- B. Teachers shall be in their classrooms at least ten minutes before the start of instruction unless the teacher's attendance is required at a meeting related to other teacher responsibilities, for example, to attend an IEP or SST meeting or teacher-parent conferences. This agreement shall not change the current practice of teachers being at their work site thirty minutes before the start of instruction.

ARTICLE 22: SUMMER SCHOOL

- 22.1 The daily rate of pay shall be .003 of the unit members current salary.
- 22.2 Summer school general education teachers are entitled to four (4) hours of leave of absence for illness or injury for each fifty-six (56) hours worked, and summer school special education teachers are entitled to five (5) hours of leave of absence for illness or injury for each seventy (70) hours worked. Such leave may be taken at any time during the summer session. If not used, the District will add the sick leave to the unit member's regular sick leave account. Regular sick leave may not be used for Summer School absences
- 22.3 At the time of separation from the District due to retirement or resignation, any sick leave time accumulated by the unit member as a result of the unit member's summer school assignment will be transferred to the unit member's regular sick leave account and transferred pursuant to Education Code Section 44979 or credited toward retirement pursuant to Education Code Section 22712. Unit members who terminate employment before the end of the summer session shall have the prorated amount deducted from the unit member's salary for any sick leave time used prior to its accrual.
- 22.4 The following articles and/or sections will be applicable to summer sessions: Association Rights, Article 4, Section 4.3; Employee Rights, Article 5; Grievance Procedure, Article 6; Non-Discrimination, Article 11; Public Charges, Article 13; Leaves of Absence, Article 14, Section 14.7 (per law); Personal and Academic Freedom, Article 16; Lay-off and Intermediate Discipline Procedures, Article 18, Section 18.1.1; Pupil Conduct, Article 24; Teaching Conditions, Article 26; Safety,

Article 27; Mileage Rates, Article 30; and Negotiation Ground Rules, Article 35, Section 35.5.

ARTICLE 23: CLASS SIZE

- 23.1 The District and the Association subscribe to the goal of balanced class size at the various grade levels in each school and within departments at the Middle School. Teacher input shall be utilized in the establishment of class groupings for the subsequent school year.
- 23.2 The District and the Association subscribe to the goal of equitable distribution of English Learners and students with physical, behavioral, and/or learning handicaps. Deviations from this practice shall be cooperatively developed between the teacher and the principal.
- 23.3 When behavior or educational problems arise, the classroom teacher may avail himself or herself of the Student Study Team to assess children's needs and design personalized educational programs.
- 23.4 A teacher who is assigned a combination class shall have an instructional aide for a three-and-one-half (3½)-hour block to assist the teacher with providing classroom instruction in a manner to be determined by the teacher.

ARTICLE 24: PUPIL CONDUCT

- 24.1 A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the nonuse of corporal punishment and the rights of suspended students, shall be presented to each teacher in writing on the first day of each school year. A copy of the Board Policy on suspension and expulsion/due process will also be presented.

- 24.2 The District shall inform a teacher of information received by school administration from a law enforcement agency relating to the taking into custody of a student in the teacher's classroom, conviction of a crime against school property, school personnel, or students. The District shall provide this information within three work days of its receipt. Any information received by a teacher pursuant to this section shall be held in confidence.
- 24.3 The District shall notify a unit member of any pupil enrolled in his/her class who has engaged in, or is reasonably suspected to have engaged in, within the last three years, any of the acts subject to suspension or expulsion under the Education Code or Board Policy when such information is made known to the District. The District shall provide the information to the teacher through records the District maintains in its ordinary course of business or receives from a law enforcement agency. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it is intended and shall not be disseminated by the teacher.
- 24.4 Medical information relevant to the health and safety of the student, the release of which has been permitted by the student's parent(s) or legal guardian(s) and which is permitted by law, shall be provided to the unit member.
- 24.5 The District will prepare a written description of the rights and duties of all administrators and employees with respect to student discipline and the right to suspend students. The description will be made part of a teacher handbook and shall be presented to each employee on the first day of the school year. The

principal of each school shall consult with his/her staff concerning the way in which the District's student disciplinary policy is to be applied at the principal's school. The administration will instruct principals in a common approach to handling student discipline matters but each principal shall have the final authority to determine the way in which the District's student discipline procedure is to be applied at his/her school.

24.6 The District shall form a District-wide advisory committee, which shall have the purpose of reviewing implementation of the District's discipline policy on a trimester basis. The committee may make recommendations to the Superintendent regarding implementation of that policy.

The advisory committee shall be composed of an equal number of representatives from SWTA and Administration for a total of six (6) members, three (3) appointed by the respective groups.

ARTICLE 25: SCHOOL CALENDAR (See Appendix F)

25.1 2014/2015 School Year

Staff Development Days (Mandatory Attendance)	Monday, August 11, 2014 Tuesday, August 12, 2014
School starts	Wednesday, August 13, 2014
Labor Day	Monday, September 1, 2014
Staff Development Day (Mandatory)	Monday, September 22, 2014
Veterans' Day	Tuesday, November 11, 2014
Pupil Free Days (Non-work Days)	Monday, November 24, 2014 Tuesday, November 25, 2014 Wednesday, November 26, 2014

Thanksgiving	Thursday, November 27, 2014
Local Holiday	Friday, November 28, 2014
Fall Conferences (Minimum Days)	Tuesday, December 9, 2014 thru Thursday, December 11, 2014
Fall Conference (Pupil Free Day)	Friday, December 12, 2014
Winter Break	Monday, December 22, 2014 thru Friday, January 2, 2015
Martin Luther King, Jr.	Monday, January 19, 2015
Lincoln's Day	Monday, February 9, 2015
Presidents' Day	Monday, February 16, 2015
Conference Days (Minimum Days)	Monday, March 16, 2015 thru Friday, March 20, 2015
Spring Break	Monday, March 23, 2015 thru Friday, March 27, 2015
Good Friday	Friday, April 3, 2015
Easter Monday	Monday, April 6, 2015
Memorial Day	Monday, May 25, 2015
Last Student Day (Minimum Day)	Thursday, May 28, 2015
Last Work Day for Teachers (Minimum Day)	Friday, May 29, 2015

25.2 2015/2016 School Year

Staff Development Days (Mandatory Attendance)	Monday, August 10, 2015 Tuesday, August 11, 2015
School starts	Wednesday, August 12, 2015
Staff Development Day (Mandatory)	Friday, August 28, 2015

Labor Day	Monday, September 7, 2015
Columbus Day	Monday, October 12, 2015
Veterans' Day	Wednesday, November 11, 2015
Conference Days (Minimum Days)	Tuesday, November 17, 2015 thru Thursday, November 19, 2015
Conference Day (Pupil Free Day)	Friday, November 20, 2015
Pupil Free Days (Non-work Days)	Monday, November 23, 2015 Tuesday, November 24, 2015 Wednesday, November 25, 2015 Thursday, November 26, 2015
Thanksgiving Holiday	Friday, November 27, 2015
Local Holiday	Monday, December 21, 2015 thru Monday, January 4, 2016
Winter Break	Monday, January 18, 2016
Martin Luther King, Jr.	Monday, February 8, 2016
Lincoln's Day	Monday, February 15, 2016
Presidents' Day	Monday, March 7, 2016 thru Friday, March 11, 2016
Conference Days (Minimum Days)	Monday, March 21, 2016 thru Friday, March 25, 2016
Spring Break	Monday, March 28, 2016
Easter Monday	Monday, May 30, 2016
Memorial Day	Wednesday, June 1, 2016
Last Student Day (Minimum Day)	Thursday, June 2, 2016
Last Work Day for Teachers (Minimum Day)	

The calendar for the school year 2016/2017 shall be negotiated by the District and Association on or before March 31, 2016.

25.4

2017/2018 School Year

Staff Development Days (Mandatory Attendance)	Monday, August 14, 2017 Tuesday, August 15, 2017
School starts	Wednesday, August 16, 2017
Staff Development Day (Mandatory)	Thursday, November 9, 2017 Friday, March 2, 2018
Labor Day	Monday, September 4, 2017
Columbus Day	Monday, October 9, 2017
Veterans' Day	Friday, November 10, 2017
Conference Days (Minimum Days)	Tuesday, October 17, 2017 thru Thursday, October 19, 2017
Conference Day (Pupil Free Day)	Friday, October 20, 2017
Pupil Free Days (Non-work Days)	Monday, November 20, 2017 Tuesday, November 21, 2017 Wednesday, November 22, 2017
Thanksgiving Holiday	Thursday, November 23, 2017
Local Holiday	Friday, November 24, 2017
Winter Break	Thursday, December 21, 2017 thru Friday, January 5, 2018
Martin Luther King, Jr.	Monday, January 15, 2018
Lincoln's Day	Monday, February 12, 2018
Presidents' Day	Monday, February 19, 2018
Conference Days (Minimum Days)	Tuesday, February 6, 2018 thru Friday, February 9, 2018
Spring Break	Monday, March 26, 2018 thru Friday, March 30, 2018

Easter Monday	Monday, April 2, 2018
Memorial Day	Monday, May 28, 2018
Last Student Day (Minimum Day)	Thursday, June 7, 2018
Last Work Day for Teachers (Minimum Day)	Friday, June 8, 2018

25.5

2018/2019 School Year

Staff Development Days (Mandatory Attendance)	Thursday, August 9, 2018 Tuesday, August 14, 2018
School starts	Wednesday, August 15, 2018
Staff Development Day (Mandatory)	Friday, October 5, 2018
Labor Day	Monday, September 3, 2018
Veterans' Day	Friday, November 9, 2018
Conference Days (Minimum Days)	Tuesday, October 9, 2018 thru Friday, October 12, 2018
Conference Day (Pupil Free Day)	Friday, October 5, 2018
Pupil Free Days (Non-work Days)	Monday, November 19, 2018 Tuesday, November 20, 2018 Wednesday, November 21, 2018
Thanksgiving Holiday Local Holiday	Thursday, November 22, 2018 Friday, November 23, 2018
Winter Break	Friday, December 21, 2018 thru Friday, January 4, 2019
Martin Luther King, Jr.	Monday, January 21, 2019
Lincoln's Day	Monday, February 11, 2019
Presidents' Day	Monday, February 18, 2019

Conference Days (Minimum Days)	Tuesday, February 5, 2019 thru Friday, February 8, 2019
Spring Break	Monday, March 25, 2019 thru Friday, March 29, 2019
Cesar Chavez	Monday, April 1, 2019
Easter Monday	Monday, April 22, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Last Student Day (Minimum Day)	Wednesday, June 5, 2019
Last Work Day for Teachers (Minimum Day)	Thursday, June 6, 2019

ARTICLE 26: TEACHING CONDITIONS

- 26.1 The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The District agrees further that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific, and social development of the United States and which contain relevant texts and materials which have been requested by the teachers in the schools.
- 26.2 Consistent with the District's Computer User Agreement, and subject to available funding, unit members will be provided District computers, printers, and peripherals when related to other work-related duties of the unit member.
- 26.3 The District shall make available in each school adequate lunchroom, restroom,

and lavatory facilities exclusively for staff use, and at least one room appropriately furnished which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.

- 26.4 No unit member will be required to perform specialized health care procedures such as: catheterizations, crede, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining.

ARTICLE 27: SAFETY

- 27.1 The District shall be responsible for providing safe working conditions for employees.
- 27.2 Employees must notify their immediate supervisor in writing concerning any unsafe condition in the District directly affecting their health and safety. The immediate supervisor shall route the report through established District procedures for corrective action, if deemed appropriate.
- 27.3 The District shall investigate all conditions which are reported to be unsafe, hazardous, or potentially dangerous and shall take steps necessary to correct those conditions deemed unsafe, hazardous, or dangerous.
- 27.4 The District will prepare and post rules for employee safety and the prevention of on-the-job accidents. Employees shall be required to read and follow these rules.
- 27.5 The District shall maintain a management system for the monitoring of working conditions and for the correction of unsafe conditions.
- 27.6 Each school site shall augment their school safety plan to address security issues relating to staff, such as securing parking lots, lighting of campus, rules for staying

late or arriving early to work.

- 27.7 Unit members shall immediately report an assault or battery suffered by them in connection with their employment to their principal or immediate supervisor. The unit member and/or supervisor shall report the incident to the proper authorities.
- 27.7.1 Unit members injured as a result of an assault while at work may utilize industrial accident injury leave in accordance with Education Code Section 44984.
- 27.7.2 Information regarding Workers' Compensation benefits will be available upon request from the District Office.
- 27.8 Subject to the following conditions and limitations, the District shall reimburse unit members for the loss of, destruction of, or damage to, their personal property.
- 27.8.1 Personal property must be educationally relevant and may be used at the work site only with the prior written approval of the immediate supervisor. Written approval must be renewed annually.
- 27.8.2 The loss, destruction, or damage to personal property was the result of malicious acts of another person, such as arson, burglary, vandalism, assault, etc., and cannot be wholly or partially attributable to the negligence of the unit member in providing adequate care, custody, or security for the property;
- 27.8.3 The property loss is not the result of a disappearance, i.e., the loss must be attributable to a definite act or occurrence;
- 27.8.4 All such property must have a value agreed upon by the unit member and the immediate supervisor. The property shall be valued consistent with the process used for valuation of District assets;

- 27.8.5 All such personal property is expected to be removed from the workplace during summer, winter, or spring breaks unless the unit member receives permission from the immediate supervisor for the property to remain at the workplace during the break;
- 27.8.6 The immediate supervisor must have reasonable cause to believe that the property loss, damage, or destruction occurred on District premises or in the line of duty;
- 27.8.7 Any reimbursement the District provides for the loss, damage, or destruction of personal property will be applied to the verified amount not covered by the unit member's personal property loss insurance.
- 27.8.8 Loss, damage, or destruction to personal vehicles is subject to reimbursement only if the loss occurred while parked on District property, in an employee parking lot, or other designated parking area during the time the unit member's attention is required;
- 27.8.9 Reimbursement shall not include any contents of a vehicle which are not attached to the vehicle (e.g., camera, jewelry);
- 27.8.10 Personal property loss, damage, or destruction shall not be reimbursed for vehicular collision;
- 27.8.11 The amount of reimbursement shall not be less than \$25 or more than \$200 for personal property and \$500 for vehicle damage, and shall not exceed the actual value of the property at the time of loss;
- 27.8.12 A claim for reimbursement must be submitted to Business Services within five (5) working days of the employee's knowledge of the incident, on a claim form signed by the unit member's immediate supervisor, and accompanied by a police report.

ARTICLE 28: SALARY SCHEDULES AND RULES

28.1 Beginning August 1, 2014, the teachers', counselors', and Speech Therapists' base salary schedules shall be adjusted upwards by four percent (4%) in partial restoration of the 2009-10 schedules. Unit members shall receive a pay warrant reflecting this retroactive adjustment in the schedule. The 2014-15 teachers' and Speech Therapists' and counselors' base salary schedules are attached as Appendices A 1, A 2, and A 3.

28.1.1 The District agreed to support full restoration of the salary schedule attached for the 2015-16 school year if use of supplemental and concentration funding under the LCFF are permitted as part of the revised LCAP to be submitted by the District to the County Office of Education (COE). Teachers will be placed on the step that reflects the current year of credit and advancement based on work, military, college, or travel credit. (Speech Therapists and Counselors will be reinstated to their 2008-09 salary schedule also.) Attached hereto as Appendices A 4, A 5, and A 6 are the 2015-16 schedules which will be made retroactive to August 2015.

28.1.2 The District and Association will meet after the state's budget for 2015-16 has been signed by the Governor to negotiate over further salary adjustments.

28.1.3 Assignment of Schedules

Except as noted herein, teachers, nurses, and health education specialists will be placed on the Teacher's Salary Schedule I (Appendices A 1 and A 4). School/Community Counselors will be placed on Schedule II (Appendices A 2 and A 5).

Other Certificated Positions: (a) Middle School Department Chair, (b) Teaching

Vice-Principal, (c) Team Leader, and (d) Summer School Teachers will be placed on Schedule III (Appendix C).

Extra Curricular Assignments-Stipends for the Middle School will be placed on Schedule IV (Appendix D).

Speech and Language Therapists who hold a valid California Professional Clear Clinical or Rehabilitative Services Credential in Language, Speech and Hearing or a California Professional Clear Speech-Language Pathology Services Credential in Language, Speech and Hearing shall be paid in accordance with Appendices A 2 and A 5.

28.2

Stipends — Student Trips and Overnight Activities

A stipend will be paid unit members who accompany District students on trips and activities on days the unit member is not otherwise contracted to work; and a stipend will be paid to unit members accompanying students on overnight school-sponsored activities as follows:

- A. Unit members accompanying students on days not otherwise part of the contracted work year for the unit members shall be paid at their per diem rate for up to five (5) days.
- B. Unit members accompanying students on overnight school activities shall be paid their per diem rate of pay plus a stipend calculated by using the summer school rate of pay described in Section 5 of Appendix C of the collective bargaining agreement. The stipend is to compensate unit members for time supervising students in excess of the unit member's regular day and will be paid for up to five days.

28.3 Substitute Pay

28.3.1 Middle School stipends: Unit members assigned to the middle school shall receive one-sixth of their base salary if they teach a class during what would otherwise be their conference period or a class in addition to their present schedule. A unit member may not volunteer for more than a total of five (5) periods or their equivalent per week.

28.3.2 If a substitute cannot be retained and students must be dispersed, the teachers receiving the students shall be compensated according to the following schedule:

\$100.00 per day for assuming up to a third of a class

\$150.00 per day for assuming up to one-half of a class

\$300.00 per day for assuming a full class

28.3.3 Each school site shall compile a list of volunteers at the start of each trimester.

28.3.4 Nonclassroom staff shall submit a schedule to the site administrator that identifies when during the work day their "conference" period is scheduled.

28.4 Extra Pay Assignments

Tier	Assignment	Rate of Pay
1	Presenter*Home Teacher *(for each hour of presentation, the unit member shall be compensated for two hours of planning)	\$ 50.00 per hour
2	Task Force* o*(where the task force produces a product)	\$ 40.00 per hour
3	Workshop Attendance	\$ 30.00 per hour

4	Middle School stipends: Unit members assigned to the middle school shall receive <u>one-sixth of their base salary</u> if they teach a class during what would otherwise be their conference period or a class in addition to their present schedule.
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28.4.1 Extra-Curricular assignment stipends will be paid in quarterly increments if the assignment is for the entire year: in other words the employee will receive four equal payments of an amount equal to one-fourth of the stipend. If the extra-curricular assignment is for half a year, the employee shall receive one-half of the stipend each quarter. If the extra-curricular assignment is for one quarter, the employee shall receive the entire stipend upon the completion of the quarter. (See Appendix D) The District and Association have both agreed upon the optimum number of hours necessary to provide a quality program or project. Employees will not be expected to turn in time records that record the time provided for an extra-curricular assignment. It will, however, be the professional responsibility of each employee selected for an extra-curricular assignment to provide the requisite number of hours assigned to the activity. Unit members shall be paid for performance of extra-curricular assignments in accordance with the timelines set out in Education Code Section 45049 and the Los Angeles County Office of Education practices.

28.5 Classification by Professional Preparation

Teachers shall be placed on the appropriate class of the applicable salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next school year or after the second scheduled professional

growth screening, and after the new classification requirements have been met.

28.6 Initial Step Placement

Teachers new to the district may be granted five years credit for out-of-district experience. The Education Code defines a year of experience to be at least seventy-five percent of the number of days the regular schedule of the District is maintained. Credit for substitute teaching shall not be given for teaching experience. Teachers returning to the profession after a lapse of six or more years out of teaching shall receive credit for prior teaching experience only after acquiring six units of approved college credit. Full credit will be allowed for up to two years of military service. The credit for military service shall be a part of, but not added to, the maximum of five years of credit for previous experience allowed.

Credit will be allowed for a fraction of a year of military service if the teacher has served in the armed forces at least nine calendar months of any one year.

28.7 Step Requirements

The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If the unit member serves at least seventy-five percent of the number of days of the regular work year, counting days of used sick leave, the unit member shall be given credit for that year's experience for advancement on the salary schedule.

28.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds. If this multiplication results in a fraction that when added to the other semester units is within one-half from the required units for qualifying for the next

column, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next column.

28.9 The District shall, if requested by the employee, provide a statement of the number of units that the District has on file for the employee.

28.10 The District shall provide each teacher by September 2nd of each school year a statement of the number of days sick leave that the District has on file through the current school year.

28.11 The health education specialist's salary shall be based upon the classifications set forth in the regular classroom teachers' salary schedule.

28.12 Special Education Stipend

Unit members who satisfy the conditions below shall be eligible to receive an annual stipend based on the schedule described below. In order to be eligible for stipend, the unit member must:

(1) possess either a preliminary or clear credential; resource specialist certificate of competence; emergency special education credential/certificate with either ten or twenty special education semester units completed. (Employees with emergency credentials in special education must possess a preliminary or clear credential in the basic education program at the appropriate grade level);

(2) be assigned to a position that is determined by the District to require special education certification;

(3) notify the District by October 1st that he/she possesses the necessary certification.

28.12.1 Stipends will be paid in accordance with the following schedule:

Emergency Special Education Credential with ten semester special education units completed	\$500 per year
Emergency Special Education Credential with twenty semester special education units completed	\$1,000 per year
Preliminary, Clear, RSP, or other Specialist Credential/ Certificate	\$3,000 per year

- 28.12.2 The stipends described above shall not be cumulative. In other words, a unit member who possesses both a Resource Specialist Certificate of Competence and another special education credential shall receive \$3,000, not \$6,000, for his/her special education assignment.
- 28.12.3 A unit member who is serving under a special education emergency credential or its equivalent may only receive one stipend per year associated with the satisfactory completion of required special education semester units earned toward the completion of the credential requirements.
- 28.12.4 Unit members hired after the start of the school year who are eligible to receive a stipend in accordance with this section shall have the stipend prorated in the same ratio as the number of days their work year bears to the number of days in a regular work year for the position to which they are assigned.
- 28.12.5 The District shall maintain an updated list of all eligible unit members that will include those who possess a special education credential or certificate or who have successfully completed the special education semester units.
- 28.12.6 The special education stipend described herein shall be for the additional work required by the assignment beyond the regular work hours. This additional work

may include individual education plans, testing of identified special education students, district and regional meetings, year end review meetings, professional consultations, maintaining special education files/cums, etc.

28.12.7 The stipend provided herein shall be considered extra pay and shall be subject to STRS contributions.

28.12.8 It is the intent of the District that this stipend shall be paid out of categorical funds as long as the law allows. If this status changes, the impact of the change will be negotiated.

28.12.9 Interest Due on Late Salary Payments

For any salary payment not made in a timely manner, per Education Code Section 45048, the amount due shall be increased by the interest rate set by Revenue and Taxation Code Section 19521.

28.13 Bilingual Stipends

Effective August 1, 2016, Unit Members holding a Bilingual, Crosscultural, Language and Academic Development (BCLAD) certificate or credential shall be compensated a stipend of \$3,000 per year. Unit members holding a Bilingual Certificate of Competence (BCC) shall be compensated a stipend of \$2,000 per year.

ARTICLE 29: SALARY POLICIES - CERTIFICATED

29.1 Movement on Salary Schedule

29.1.1 An employee who plans to qualify for placement in a higher classification on the salary schedule, must file a request for a change of classification prior to June 15th. The requirements for the higher classification may be completed during the

Summer and/or Fall sessions. Official transcripts must be submitted to the District Office twice a year: by October 1 and by February 1.

29.1.2 College or travel credit will be required to advance laterally on the salary schedule. Professional growth programs must be approved by the Evaluation Committee before advancement on the salary schedule can be allowed.

29.1.3 A college credit or unit is defined as a semester unit when placing teachers on the salary schedule. A quarter unit shall be given two-thirds of the value of a semester unit.

29.1.4 Lower division courses will not be counted for salary credit purposes except when they are prerequisites to an approved course of study or when they are in an area of special need. Prior approval must be obtained from the Evaluation Committee before credit will be granted. The teacher must have completed at least eighteen hours of class time for each unit granted. Credit for any single class is limited to two units.

29.1.5 Unit members are required to submit their courses for approval by the Evaluation Committee in a timely manner.

29.1.6 Credit may be allowed for in-service classes for advancement laterally on the salary schedule, providing such classes have previously been approved by the Board of Trustees and the Administration.

29.1.7 Courses may not be mandated. Required courses must be on District time and/or compensated at regular salary rate.

29.2 Credit for Travel

29.2.1 Credit will be allowed for travel to advance laterally on the salary scale. Travel

credit will be limited to six units in any ten year period dating from the first day of employment in the District.

29.2.2 Credit for travel will be based upon the following considerations:

29.2.2.1 Application for credit must be made prior to taking a trip. This can be done by filing pages two and three of the travel report form with the Evaluation Committee or the District Office. If a trip is planned between Evaluation Committee meetings, the application for credit for travel can be submitted to the Associate Superintendent, Human Resources or his/her designee and/or the Chairperson of the Evaluation Committee.

29.2.2.2 After taking the trip, pages four and five of the travel report form must be filed with the Evaluation Committee before January 1st for a summer trip, March 1st for a Winter break trip, and June 1st for a Spring break trip. A full report, either written or oral, must be given to the Evaluation Committee at their first meeting after the above dates. Summer reports may also be given at the September meeting.

29.2.2.3 Credit for a summer trip of any calendar year will be recognized in placing the unit member on the salary schedule in September of the next fiscal year. Credit for Winter break and Spring break trips will be recognized in September of the following fiscal year.

29.2.2.4 A minimum of one week must be spent in travel if it is to count for credit. Trips of shorter duration may be accumulated to make a week if there is a definite theme or plan to them. Application must be made before taking any part of the accumulated trips.

29.2.2.5 Credit for travel will be based on time consumed, places visited, report submitted,

and appropriateness for classroom use.

- 29.2.2.6 Credit will not be given for travel over territory similar to that for which previous credit has been given.
- 29.2.2.7 Those given credit for travel will be expected to give oral reports to the District, lay, faculty, and student groups on request. A copy of the travel report will be on file in the District Curriculum Office for use by all school personnel.
- 29.2.2.8 A maximum of one unit per week of travel up to six units may be given for any one trip. The final decision will rest with the Evaluation Committee using the criteria listed above in 29.2.2.5.

ARTICLE 30: MILEAGE RATES

30.1 Mileage Rates for Unit Members

30.1.1 The District shall reimburse the following specified unit members for travel in their personal vehicles at the then current rate per mile paid for such purposes by the Los Angeles County Superintendent of Schools:

- (a) Music and traveling teachers;
- (b) School/Community Counselors; and
- (c) Certificated personnel delegated to travel on school business.

The District shall supply forms to the above-specified unit members to enable them to tabulate mileage on a monthly basis. The forms shall state the distances between the work sites located within the District.

30.1.2 The District shall notify each unit member and the Association by October 1st of each year of the mileage reimbursement rate set by the Los Angeles County Office of Education (LACOE). The District shall also provide to the Association a list of

the unit members eligible for mileage reimbursement. If the LACOE mileage rates change after October 1st, the District will notify all above interested parties within ten days of its notification.

ARTICLE 31: FRINGE BENEFITS (See Appendix E)

- 31.1 Health and Welfare Benefits for 2014/2015 and 2015/2016 are described in Appendix E, attached. The parties agree to reopen the contract on health and welfare benefits during the 2016/2017 contract year.
- 31.2 An insurance committee will be formed and comprised of an equal number of bargaining unit members and District administrative staff. The committee shall be responsible for providing recommendations to the bargaining team(s) regarding possible changes in the current insurance program, including types of insurances, plan designs, and carriers and will do so in advance of the operative dates set out in Section 36.2 Any recommendation(s) will be subject to the bargaining process. The committee shall begin to meet on or before January 31, 2012
- 31.3 The District shall pay the employer's share of Social Security/Medicare payments on all wages earned from extra pay assignments.
- 31.4 The District shall remit to PERS, premium payments on behalf of each bargaining unit member within 30 calendar days from the 10th of each month.

ARTICLE 32: EARLY RETIREMENT INCENTIVE PROGRAM-CERTIFICATED

- 32.1 A person would be eligible for this program by serving satisfactorily in the South Whittier School District for a minimum of ten years.
- 32.2 Persons opting for this program shall serve thirty (30) days per year in order to

earn the amount designated below. Activities to be assigned will be mutually agreed upon by each retiree and the School District, except that the District reserves the right to assign the person to substitute teaching service. Such activities, by definition, shall be in the best interest of the District.

- 32.3 Certificated employees considering applying for inclusion in the plan will be advised that they must retire and will not be able to continue making contributions to the State Teachers' Retirement System by working in a certificated position in another school district in the State of California.
- 32.4 A contract with the person opting for this program shall be for a period not to exceed five years or to the age of sixty-five, whichever comes first.
- 32.5 All applications for participation in this program must be approved by the Board of Trustees.
- 32.6 A retiree may request continued health and/or dental insurance coverage. However, the total yearly compensation shall not exceed twenty-five percent of the retiree's last year of service or \$15,000, whichever is the lesser figure.

ARTICLE 33: JOB SHARING

- 33.1 Subject to District approval, two employees may elect to share a full time equivalent position. The conditions applying to such an assignment include the following:
- 33.1.1 Participants must be permanent employees.
- 33.1.2 The salary of each participant shall be prorated in the same ratio as their part time assignment bears to a full time position.
- 33.1.3 The cost of providing Fringe Benefits under Article 30 for both participants cannot

exceed the cost of providing family coverage under the offered indemnity insurance plan.

33.1.4 The District's STRS contribution shall be based on the salary actually paid to the employee.

33.1.5 Unless agreed to otherwise, the participant with the greatest district-wide seniority between the two shall be allowed to return to the full time position if the participants elect to terminate the job sharing during or at the end of the school year. The other unit member shall be placed in the first available opening that he/she is credentialed and qualified to fill.

33.1.6 Participants shall execute a contract setting forth these terms and conditions.

33.1.7 Participants may trade scheduled workdays with their job share partner with the consent of the site administrator.

33.1.8 Participants may substitute for the job share partner, but cannot be directed to do so.

33.1.9 Prior to July 1, 2004, participants who worked fifty percent or more of a full-time assignment for two consecutive years, and who complete the training requested of full-time unit members, shall advance one step on the salary schedule. Beginning with the 2004-2005 school year, participants who work fifty percent or more of a full-time assignment for two years, and who complete the training requested of full-time unit members, shall advance one step on the salary schedule.

ARTICLE 34: (SHALL BE RESERVED FOR A FUTURE ARTICLE.)

ARTICLE 35: NEGOTIATION GROUND RULES

- 35.1 The District and the Association shall meet and negotiate in good faith on negotiable items. Any agreement, including the agreement for conducting negotiations reached between the parties, shall be reduced to writing and signed by them.
- 35.2 Either party may utilize the services of outside consultants and/or negotiators in the negotiation proceedings, provided two days' notice is presented to the other party in advance.
- 35.3 The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 35.4.1 Negotiations shall take place at mutually agreed times and places provided that meetings shall be held within five days from receipt of a written request from the Chairperson or acting Chairperson to the Superintendent or acting Superintendent or from the Superintendent to the Association. Meetings may be scheduled during the regular school day or, in the case of short meetings of no more than 2 hours, after the school day unless mutually agreed otherwise.
- 35.4.2 Meeting times, lengths, and recesses shall be mutually agreed upon.
- 35.5 The Association representatives shall receive a sufficient number of hours of released time without loss of compensation to prepare for and attend negotiations and impasse proceedings. Association representatives shall include all members of the Negotiating Team, Association President and any others designated by the Association. No more than six representatives from the Association and six from the District will be present at any one meeting. Association representatives will receive released time unless otherwise agreed to in writing and in advance.

- 35.6 At the request of the Association, the District shall furnish the Association with two hard copies or an electronic copy of all county and state reports as soon as they are transmitted to the county or state and copies of all budgetary and other information it produces that are necessary for the Association to fulfill its role as exclusive bargaining representative, as soon as said information is available.
- 35.7 Whenever possible, joint statements will be issued to keep all interested parties informed as to progress or lack of progress in negotiations.
- 35.8 These governing rules of the negotiation procedures may be added to, deleted, or amended at any time, by mutual and written consent of the parties.
- 35.9 Tentative agreements and memorandums of understanding will be recorded by a District secretary and copies presented to both parties. These agreements will be read and approved before the meeting is adjourned. Upon approval by the Board, the District shall update the contract on the District's website in revision format within three days.
- 35.10 Within forty-five days of ratification of the Agreement by both parties herein, the District shall have enough copies prepared for distribution to each unit member in the District. As a new unit member is employed by the District a copy of the Agreement will be immediately provided to that employee.
- 35.11 It is the responsibility of SWTA to contact the Personnel Office two days in advance of a negotiation session, with the names of those teachers requiring substitutes. It is the responsibility of the Personnel Office to arrange for substitutes to be charged to the negotiation's budget.

ARTICLE 36: DURATION OF CONTRACT

- 36.1 This Agreement shall become effective August 1, 2017 and shall remain in full force and effect up to and including July 31, 2020.
- 36.2 Reopeners
- 36.2.1 Negotiations for the 2018/2019 contract year shall be limited to salary, health and welfare benefits, calendar, transfers and reassignment and one Article selected by the District and one by the Association.
- 36.2.2 Negotiations for the 2019/2020 contract year shall be limited to salary, health and welfare benefits, calendar, and one Article selected by the District and one by the Association. Each party shall submit its initial proposal for the 2019/2020 contract year no later than May 1 of 2019. Negotiations shall commence on or before May 15.
- 36.3 The District and Association shall submit their initial proposals for the successor agreement no later than February 15, 2020. Negotiations shall commence on or before March 1, 2020.

CERTIFICATED CONTRACT
August 1, 2017 to July 31, 2020

SOUTH WHITTIER SCHOOL DISTRICT

**SOUTH WHITTIER TEACHERS'
ASSOCIATION**

Dr. Gary Gonzales
Superintendent

South Whittier Teachers' Association

Date

Date

Dr. Marti Ayala
Associate Superintendent, Human
Resources

South Whittier Teachers' Association

Date

Date

**APPROVED BY FORMAL ACTION OF THE
BOARD OF TRUSTEES OF THE SOUTH
WHITTIER SCHOOL DISTRICT**

**APPROVED BY THE SOUTH WHITTIER
TEACHERS' ASSOCIATION ON**

Date: _____

Date: _____

By: _____
Jan Baird, President
Board of Trustees

By: _____
South Whittier Teachers' Association

By: _____
South Whittier Teachers' Association

APPENDIX A 1

TEACHER SALARY SCHEDULE
2014/2015

DRAFT

APPENDIX A 2

**SPEECH & LANGUAGE SPECIALIST
SALARY SCHEDULE
2014/2015**

DRAFT

APPENDIX A 3

COUNSELOR SALARY SCHEDULE
2014/2015

DRAFT

APPENDIX A 4

**TEACHER SALARY SCHEDULE
(FULLY RESTORED TO 08-09 SCHEDULE)
2015/2016**

DRAFT

APPENDIX A 5

**SPEECH & LANGUAGE SPECIALIST
SALARY SCHEDULE
(FULLY RESTORED TO 08-09 SCHEDULE)
2015/2016**

DRAFT

APPENDIX A 6

**COUNSELOR SALARY SCHEDULE
(FULLY RESTORED TO 08-09 SCHEDULE)
2015/2016**

DRAFT

APPENDIX A 7

TEACHER SALARY SCHEDULE
2016/2017

DRAFT

APPENDIX A 8

**SPEECH & LANGUAGE SPECIALIST
SALARY SCHEDULE
2016/2017**

DRAFT

APPENDIX A 9

COUNSELOR SALARY SCHEDULE
2016/2017

DRAFT

APPENDIX B

Memorandum of Understanding

DRAFT

APPENDIX C

OTHER CERTIFICATED POSITIONS

DRAFT

SOUTH WHITTIER SCHOOL DISTRICT

SCHEDULE III

1. MIDDLE SCHOOL DEPARTMENT CHAIR

Unit members selected to serve as Department Chairs shall receive \$1,400 per year. For the term of this contract, the selection of Department Chairs shall be made annually through an election process. A unit member shall be entitled to one vote per section of classes taught. To be eligible for selection, the unit member must be a member of that department.

2. TEACHING VICE PRINCIPAL

Unit members selected to serve as a Teaching Vice Principal shall receive \$1,400 per year and shall be appointed by the District.

3. LEADERSHIP TEAM MEMBERS

Unit members selected to serve as Leadership Team Members shall receive the Tier II hourly rate and shall be appointed by the District. Leadership Teams shall be composed of five (5) unit members at each elementary school and six (6) unit members at the middle school that reflect a fair representation of grade level and subject matter taught. Meetings of the Leadership Team shall be open to all staff.

4. TERMS AND CONDITIONS APPLICABLE TO ASSIGNMENTS

4.1 No Leadership Team Member, Department Chair or Vice Principal shall be involved in the evaluation process (including observation) at any time.

4.2 A Leadership Team Member, Department Chair or Vice Principal shall not be evaluated on performance responsibilities associated with this assignment.

4.3 No portion of the responsibilities and duties assigned to a unit member as part of their regular assignment shall be transferred to another unit member thereby increasing the workload of that unit member in order to accommodate an individual's appointment to Department Chair, Teaching Vice Principal or Leadership Team Member. Nor should additional work generated by these positions be assigned to the unit member. Examples include requesting a unit member to cover the class of a Leadership Team Member, Department Chair or Vice Principal while that individual performs the responsibilities of that assignment or performs any part of the duties specifically intended to be the sole responsibility of a Leadership Team Member, Department Chair or Vice Principal. Unit members shall not be required to prepare materials for presentations or displays by

Leadership Team Members, Department Chairs or Vice Principals.

- 4.4 A unit member who has more than one extra-pay assignment may not claim credit twice for the same hour of work in order to satisfy another extra-pay assignment. The time worked for one extra-pay assignment must be mutually exclusive of time worked for another assignment.
- 4.5 All work shall be done outside of the unit member's regular work day, unless a substitute is employed for classroom coverage or compensation is provided for teachers who cover the classroom.

DRAFT

APPENDIX D

EXTRA CURRICULAR ASSIGNMENTS - STIPENDS

DRAFT

SOUTH WHITTIER SCHOOL DISTRICT

EXTRA CURRICULAR ASSIGNMENTS - STIPENDS

(Middle School)

Schedule IV

Stipends will be paid at the Tier 2 rate; maximum hours per position are listed below.

Positions	<i>Program</i>	<i>Hours</i>
14	Athletic Coaches	32
1	Drama	64
1	Visual Arts	32
1	Home Economics	32
1	Shop	32
1	Drill Team	32
1	Yearbook	32
1	Student Council	32
1	Literary Magazine	32
1	Intramural Music	8
1	Math Club	32
1	Athletic Director	32
1	Folklorico	32
2	Technology	32
1	Debate club	32

Extra duty assignments' pay shall be increased proportionately, to a maximum of 10%, to reflect additional time required for supervisor approved competition or special assignments.

APPENDIX E

HEALTH AND WELFARE BENEFITS

1. The District shall provide unit members with a selection of health benefit coverages from all plans offered by CalPERS.
2. The District will provide information regarding employee contribution toward health and welfare benefit coverage as it relates to any person eligible to enroll in the District's offered insurance programs.
3. You may elect to waive your right to medical benefits with the South Whittier School District. In turn, the South Whittier School District will agree to pay the full cost of dental and/or vision insurance for the unit member and dependants.

APPENDIX F 1

CALENDAR
2014-2015 SCHOOL YEAR

DRAFT

APPENDIX F 2

CALENDAR
2015-2016 SCHOOL YEAR

DRAFT

APPENDIX F 3

CALENDAR
2016-2017 SCHOOL YEAR

DRAFT

APPENDIX F 4

CALENDAR
2017-2018 SCHOOL YEAR

DRAFT

APPENDIX F 5

CALENDAR
2018-2019 SCHOOL YEAR

DRAFT

APPENDIX G

SOUTH WHITTIER SCHOOL DISTRICT

BANKING OF MINUTES

1st Monday	District-wide professional development, other training opportunities, and site level staff meetings
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2nd Monday	Individual Teacher Planning Day
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**Teachers are to remain on campus and work on school related activities until the end of the day.
(Teachers may leave campus by 2:30 p.m. if attending SWTA meetings.)**

3rd Monday	Individual Teacher Planning Day
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Teachers are to remain on campus and work on school related activities until the end of the contractual day.

4th Monday	Principal directed Data Team meetings, collaboration time, and grade level meetings.
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5th Monday	Individual Teacher Planning Day
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Teachers are to remain on campus and work on school-related activities until the end of the contractual day.

NOTE:

All Mondays will be a minimum day for students.

To make up for the lost instructional minutes, students in kindergarten through 6th grade will have eight (8) additional minutes added to their instructional day. Teachers and the principal at their site shall work collaboratively on how the minutes will be implemented. This shall be done prior to the end of the 2009-10 school year. School starting and ending times will not change.

APPENDIX H

SOUTH WHITTIER SCHOOL DISTRICT

STARTING AND ENDING TIME FOR STUDENTS
AND INSTRUCTIONAL MINUTES PER SCHOOL

DRAFT