

ARTICLE 10
PERSONNEL FILES

10.1 Each bargaining unit member shall have only one (1) personnel file, which shall be maintained at the central office, except as below. The site administrators may maintain an on-site file as provided herein.

10.2 Materials in personnel files of bargaining unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

10.3 Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.

10.4 Every bargaining unit member shall have the right to inspect such materials, upon written request, provided that the request is made a time when such person is not actually required to render services to the employing District. The bargaining unit member shall acknowledge that he/she has read such material by offering his/her signature and date on each copy examined. A person responsible for such files shall be present during the examination and shall remove confidential material, which the bargaining unit member is prohibited from examining.

10.5 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. Information proven to be in error may be removed or corrected by management; but when circumstances preclude the removal or correction of proven false information, it shall be noted as such. A bargaining unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

10.6 Derogatory information shall not be placed in a bargaining unit member's personnel file until ten (10) working days have elapsed for the purpose of affording the bargaining unit member the opportunity to respond in writing to the derogatory material.

10.7 Upon written authorization by the bargaining unit member, a representative of the Association shall be permitted to examine and obtain copies of materials in such bargaining unit member's personnel or on-site file.

10.8 The person or persons who draft and/or place material in a bargaining unit member's personnel or on-site file shall sign the material and signify the date on which such material was drafted and placed in the file.

10.9 Any material, other than those documents covered by law, may be removed from the unit member's District personnel file upon written request of the employee involved and approval by a joint District and Association committee.

10.9.1 Evaluations and all documentation associated with the evaluation shall not be removed through this process.

10.9.2 A written request for document removal may be submitted after documentation has been in the unit member's district personnel file for one year from the date the item is initially issued and each subsequent year if denied.

10.9.3 The committee will consist of the supervisor who wrote the document(s) or current supervisor if authoring supervisor is no longer an administrator in the District, Associate Superintendent of Human Resources or Certificated Human Resources Director, and two Fontana Teachers Association representatives.

(A) The unit member requesting the removal of any document shall be provided fifteen (15) minutes to speak with the committee prior to a decision being made.

(B) All members of the committee must be present for the full review of the petition and to make the decision whether the document(s) will be removed. At least three (3) of four (4) committee members must agree for any document(s) to be removed.

(C) Written notice of the committee's decision will be provided to the petitioning unit member within ten (10) working days.

10.10 Every bargaining unit member shall have the right to inspect his/her on-site file, upon written request, provided that the request is made for a time when such person is not actually required to render services to the district. The bargaining unit member shall acknowledge that he/she has read such material by offering his/her signature and date on each copy examined. Site files will be maintained in accordance with legal requirements to support the memory of individual site administrators. Documents, which may be held in site files, will not be retained for or transferred to successor site administrators except that nothing contained in this provision shall prohibit an administrator from retaining in his/her possession any document of which he/she is the maker.

ARTICLE 14
WORK YEAR AND WORK DAY

14.1 Work Year

14.1.1 Unless otherwise stated, the length of the work year for bargaining unit members shall be as follows:

14.1.1.1 For bargaining unit members teaching at schools on a traditional schedule, the work year shall be one hundred eighty-six (186) days with one hundred eighty (180) days allocated to teaching.

14.1.1.2 The first two days of the school calendar are District professional development days. An additional District professional day will occur within the school year determined by mutual agreement between the District and the Association.

14.1.1.3 The first day before student attendance and the last day of the school year are teacher directed days. An additional teacher directed day will occur during the school year determined by mutual agreement between the District and the Association.

14.1.1.4 Unless otherwise provided in a bargaining unit member's contract, the work year for the following Appendix C position shall be:

(A) Counselors

- (1) The counselor work year shall be equivalent to the teacher work year plus seven additional (7) days.
- (2) Counselors shall be paid on a separate salary schedule identified in an Appendix to this Agreement.

14.2.5.5 Secondary Evening Events

(A) Unit members shall not be required to attend more than two (2) evening events during the school year.

(1) These events shall not be more than ninety (90) minutes in length.

(2) Evening events must be scheduled as close to the end of the normal workday as possible while accommodating the reasonable needs of parents and families who attend.

(3) These events may include, but are not limited to, Back to School Night, Open House and/or graduation.

i The professional expectation is for unit members to remain until the conclusion of the high school graduation ceremony unless prior arrangements are made with the site administrator at least forty-eight (48) hours in advance, when possible.

14.2.5.6 Where a school site has a minimum day at the end of the first or second semester, bargaining unit members may leave the site with the dismissal of students, provided that the bargaining unit member's classroom or work area is left in reasonably neat and orderly condition and the bargaining unit member has notified the administrative office at the site that the bargaining unit member is leaving.

14.2.7 Elementary Schools Inclement Weather Provisions

14.2.7.1 Elementary school bargaining unit members shall be entitled to compensatory time on subsequent workdays as set forth below whenever the normal student contact time is extended due to inclement weather.

(A) The site administrator shall adhere to the District guidelines to determine whether or not inclement weather exists.

(B) Compensatory time on subsequent workdays shall equal the actual additional student contact time incurred as a result of the inclement weather.

(1) Compensatory time shall be shared equally between Administrator-directed time and Member-directed time unless mutually agreed otherwise.

(C) “Compensatory time” shall mean the amount of time by which the bargaining unit members at the site may leave before the end of the workday or arrive after the beginning of the workday as specified in Article 14.2.

(1) Compensatory time shall not be taken during student contact time.

(D) Unless otherwise agreed by the site administrator and bargaining unit member, the bargaining unit member shall normally take advantage of compensatory time during subsequent minimum days.

(1) The bargaining unit member shall not be required to utilize compensatory time during the next minimum day.

(2) Compensatory time must be utilized within the next six (6) subsequent minimum days after the time during which it was earned.

14.2.7.2 Prior to the first day of student attendance, each elementary school site shall establish a written inclement weather procedure for the upcoming year setting forth the following:

- (A) The site's procedure for declaring an inclement weather schedule.
- (B) A procedure for classroom coverage in order to ensure that each bargaining unit member with student instruction or supervision responsibilities has a health and welfare break when normal recess breaks have been canceled.

14.9 Adjunct Duties

14.9.1 The District may, from time to time, assign bargaining unit members the following adjunct duties:

~~14.9.1.1 Faculty meetings during the teacher preparation day before the first day of student instruction at the beginning of the school year.~~

~~(A) These meetings shall not exceed three (3) hours in duration.~~

~~(B) Routine business, such as in services regarding blood-borne pathogens, child abuse, sexual harassment, should be covered in these meetings on teacher preparation days.~~

14.9.1.1 Up to two (2) after-school activities as provided in Section 14.2.5.4 and 14.2.5.7.

14.9.1.2 Student dismissal duties as set forth in Section 14.2.5.3.

14.9.1.3 Elementary school campus supervision and bus duties, provided the following conditions are met:

(A) The duties must be equitably distributed.

(B) The school site administrator shall create a schedule for all duties after consultation with, and the participation of, bargaining unit members assigned to the site.

(C) The District and school administration will make a good faith effort to alleviate any need for bargaining unit members elementary teaching grades one (1) through five (5), including those teaching any kindergarten/first grade combination, from having to perform supervision duties outside of their regular classroom duties during the school day except during inclement weather.

ARTICLE 19
JUST CAUSE

19.1 No bargaining unit member shall be warned, reprimanded, disciplined, reduced in rank or suspended, with or without pay, without just cause and the utilization by the District of progressive correction and discipline.

19.2 All information or proceedings regarding any actual or proposed actions pursuant to this Article shall be kept confidential by management.

19.3 An Appraisal of Applicable Employment Standards and consequences for non-compliance shall be provided to unit members prior to any progressive disciplinary action.

19.3.1 The Site Administrator and unit member shall meet to discuss the Appraisal of Applicable Employment Standards and consequences for non-compliance. A written conference summary of this meeting providing clarity of expectations shall be provided to the unit member within five (5) workdays after the meeting.

19.4 The progressive discipline and correction process shall include, but not be limited to, the following:

19.4.1 After receiving an Appraisal of Applicable Employment Standards and consequences for non-compliance, a verbal warning specifically addressing the unit member's failure to meet the employment standards and consequences for repeated non-compliance may be issued. A written conference summary of this meeting shall be provided to the unit member within five (5) workdays after the meeting.

- 19.4.2 After receiving a Verbal Warning, a Written Warning may be issued to a unit member for repeated non-compliance with the verbal warning issued for a similar action within the past two (2) years.
- 19.4.3 After receiving a Written Warning, a Written Reprimand may be issued to a unit member who has received one (1) written warning about similar actions or infractions.
- 19.4.4 All progressive discipline shall be based on evidence or proof that demonstrates the action is more likely to have occurred than not.
- 19.4.5 In all cases where a bargaining unit member's job performance is at issue, the District shall provide a real and continuing program of positive assistance to the bargaining unit member to overcome the alleged deficiencies. Such positive assistance shall include, but not be limited to, in-service training, demonstration teaching and classroom visitations normally on District time at District expense.
- 19.4.6 At all written stages of the procedure, the bargaining unit member shall be notified in writing of his/her right to appeal the decision to Article 17, Grievance Procedure.
- 19.4.7 Placement of Documentation
- 19.4.7.1 Documents generated from Appraisal of Standards and Consequences shall be placed in the principal's site file and are not to be placed in the bargaining unit member's District personnel file.
- 19.4.7.2 Documents generated from a Verbal Warning shall be placed in the principal's site file and are not to be placed in the bargaining unit member's District personnel file.
- 19.4.7.3 Documents generated from a Written Warning may, at the

Administrator's sole discretion, be placed in the bargaining unit member's District personnel file.

19.4.7.4 Documents generated from a Written Reprimand shall be placed in the bargaining unit member's District personnel file.

19.5 Nothing in this Article shall be construed to limit or in any way impair the rights of a bargaining unit member or the District under the Education Code including Section 44944 governing suspension and dismissals. No bargaining unit member shall be suspended more than five (5) working days during a single school year. No suspension shall occur prior to application of the progressive discipline and correction procedure set forth in paragraph 19.3 above, except as provided in paragraph 19.6 herein. No suspension shall occur except after specific action of the Superintendent, or designee. Suspensions shall not be deemed appropriate in cases of purely incompetent job performance.

19.6 The Association shall be afforded the right to represent the bargaining unit member pursuant to the miscellaneous provisions of Article 17, Grievance Procedure. The bargaining unit member shall be notified by the District of his/her right to representation.

19.7 In cases of serious, intentional, negligent or indifferent conduct that displays a willful or deliberate violation of District policies or other significant and established employment standards of behavior or results in an imminent and serious risk to health or safety, the foregoing remedial steps need not be taken. The District may give a bargaining unit member a Written Reprimand or other appropriate disciplinary action per statute.

19.8 The parties to this Agreement recognize that emergency situations can occur involving a clear, present and serious danger to the health and welfare of students and employees

under which the Education Code authorizes the use of emergency suspension. An emergency suspension or letter of reprimand shall be handled by the District as a priority item. In cases of emergency suspension, the District shall serve notice and statement of charges upon the employee, who shall be entitled to respond to the charges supporting the emergency suspension.

- 19.9 A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settle shall be reduced to writing. A bargaining unit member offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the settlement before approving the settlement in writing.
- 19.10 The parties recognize that procedures related to dismissal are presently governed exclusively by the provisions of the Education Code.

ARTICLE 29
DURATION

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29.1 The terms and conditions of this Agreement shall continue in effect until 12:01 am on July 1, 2020, and year to year thereafter unless altered by a written agreement. Each party to the Agreement shall be permitted to reopen not more than two articles for the 2018-19, excluding Article 25 (Salaries and Fringe Benefits), and 2019-20 instructional years. Both parties further agree to reopen Article 25 (Salaries and Fringe Benefits) for the 2018-19 instructional year to evaluate the availability of additional funding and compensation increases.

29.2 All matters agreed upon in Memoranda of Understanding that do not include a sunset date shall automatically be included in the next publishing of this Agreement. Those matters agreed upon in Memorandum of Understanding which include a date for reconsideration shall be reconsidered in addition to the other two (2) articles opened by either party.

29.3 Notification of intent to amend or modify this contract shall be made by either party no later than the first regularly schedule Board of Education meeting in July. The parties agree to begin negotiating no later than thirty (30) days after submission of such intent, unless otherwise mutually agreed upon in writing.

29.4 Notwithstanding the foregoing, the parties agree to meet and negotiate on the impacts of any new legislation, judicial decision or litigation on matters within the scope of bargaining during the course of this agreement.

1 For the District:

2 **Board of Education**
3 **Fontana Unified School District**

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6 Peter Garcia, President

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9 _____
10 Matt Slowik, Vice President

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14 Mars Serna, Board Member

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17 _____
18 Jason O'Brien, Board Member

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21 _____
22 Mary Sandoval, Board Membe

For the Association:

Fontana Teachers Association

Curtis Dison, Present

Connie Verhulst, Vice President

Robb Lash, Secretary

Troy Liggins, Treasurer