

COLLECTIVE BARGAINING AGREEMENT

between the

SAN JOSE FEDERATION OF TEACHERS

and the

**EAST SIDE UNION HIGH SCHOOL DISTRICT
ADULT EDUCATION PROGRAM**

July 1, 2018 through June 30, 2019
(Revised June 21, 2019)

Table of Contents

<u>Article 1000</u> - Agreement.....	2
<u>Article 2000</u> - Recognition.....	2
Federation	2
Unit Defined.....	2
Agency Shop.....	3
<u>Article 3000</u> - Term of Agreement.....	5
<u>Article 4000</u> - District Rights	5
<u>Article 5000</u> - Federation Rights.....	6
<u>Article 6000</u> - Grievance Procedure.....	11
<u>Article 7000</u> - Federation Dues and Payroll Deductions.....	16
<u>Article 8000</u> - Teaching Conditions and Safety	17
<u>Article 9000</u> - Leaves and Absences	19
<u>Article 10000</u> - Job Security.....	30
<u>Article 11000</u> - Class Size.....	39
<u>Article 12000</u> - Calendar	42
<u>Article 13000</u> - Substitution	44
<u>Article 14000</u> - Meeting Time.....	45
<u>Article 15000</u> - Salary	46
<u>Article 16000</u> - Employee Benefits.....	48
<u>Article 17000</u> - Savings Provisions.....	51
<u>Article 18000</u> - Performance Review	52
<u>Article 19000</u> - Professional Development	55
<u>Appendix A</u> - Salary Schedule.....	56
<u>Appendix B</u> - Health, Dental, Vision, and Insurance Programs.....	57
<u>Appendix C</u> - Professional Enrichment Program	58
<u>Side Letter of Agreement</u> – Section 5520.....	62
<u>Side Letter of Agreement</u> – Sick Leave Balance & Absences of 5 Days or Less	63
<u>Side Letter of Agreement</u> – Article 9000.....	64
<u>Side Letter of Agreement</u> – Concurrent Afternoon Classes	65
<u>Side Letter of Agreement</u> – Implementation of Performance Reviews.....	66

ARTICLE 1000

AGREEMENT

This agreement is entered into between the Governing Board of the East Side Union High School District, hereinafter called the “District”, and the San Jose Federation of Teachers, Local 957, AFT, AFL-CIO, hereinafter called the “Federation.

ARTICLE 2000

RECOGNITION

Federation

The District recognizes the Federation as the exclusive representative for all certificated employees employed to teach adult education with the District.

Unit Defined

2100 Included

The Unit consists of all hourly paid teachers and counselors employed to teach adult education classes with the District, with the exception of those mentioned in section 2200. All AFT members who are actively employed as community education teachers as of April 20, 2004, will remain in the bargaining unit, continue under the AFT hourly salary schedule and enjoy all rights and benefits of AFT membership as community education teachers, provided that there is no break in service for more than two (2) consecutive semesters.

2200 Excluded

Specifically excluded are all management, supervisory, confidential, classified employees, all certificated employees regularly paid on an annual salary basis, community education teachers and substitute teachers.

2300 Individual Rights

No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employee included in the bargaining unit in any activities concerning meeting and negotiating. However, this shall not preclude the right of an individual to present grievances on his/her behalf.

2400 Agency Shop

The Federation hereby exercises its rights under Educational Employment Relations Act, California Government Code Section 3540.1, 3546 and 3546.3 to create an “Agency Shop” for the bargaining unit specified in the parties’ Collective Bargaining Agreement.

2401 This “Agency Shop” provision will apply to bargaining unit members teaching 12 or more hours per week.

2402 Beginning on February 1, 2017, each member of the bargaining unit shall, as a condition of employment, maintain membership in the Federation or pay the fair share service fee.

2403 Prior to February 1, 2017, and for new employees after this date, the District will inform employees of the bargaining unit of their obligation to either join the Federation or pay a service fee to the Federation.

2404 The District shall deduct the amount of the fair share service fee from the wages and salary of the employee and pay that amount to the Federation.

2405 The amount of the fair share service fee shall not exceed the dues that are payable by members of the Federation, and shall cover the cost of negotiation, contract administration, and other activities of the Federation that are germane to its functions as the exclusive bargaining representative.

2406 Agency fee members will have right to receive a rebate upon request, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities of the Federation that are not germane to its function as the exclusive bargaining representative.

2407 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Federation as a condition of employment; except that such employee shall pay, in lieu of service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: the East Side Education Foundation or the United Way of Santa Clara County.

2408 The Federation shall indemnify and hold harmless the District and its Board individually and collectively against any reasonable legal fees, legal costs, and settlement or judgement liability arising from any court or administrative action relating to this agreement, provided that this obligation applies to litigation brought by third parties and not to disputes arising between the Federation and the District over the interpretation or application of this Agreement. The Federation shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this section shall or shall not be compromised, resisted, defended, tried, and/or appealed.

ARTICLE 3000

TERM OF AGREEMENT

Term

The term of this agreement shall be for the term of July 1, 2017 through and inclusive of June 30, 2018.

3100 Effective Date

All provisions of this Agreement shall become effective upon execution and after adoption by the Governing Board and ratification by the Federation.

3200 During the term of this Agreement, the Federation agrees that the District shall not be obligated to meet and negotiate with regard to any subject or matter whether or not referred to or covered in this Agreement, except matters agreed to be discussed as re-openers. The parties agree that as of July 1, 1988, there were no “past practices” on which the parties may rely to assist in the interpretation of any provision of this Agreement. The parties further agree, however, that for future reference, beginning on July 1, 1988, the practices followed by the parties in implementing and applying the terms of the Agreement shall be considered the “past practices” of the parties.

ARTICLE 4000

DISTRICT RIGHTS

The District reserves all rights not specifically limited by this Agreement.

ARTICLE 5000
FEDERATION RIGHTS

5100 Effective Date

5110 Facilities and Buildings

The District authorizes the Federation to use District facilities and buildings at times that do not interfere with the instructional programs, provided the Federation follows and adheres to Governing Board policy controlling the use of District facilities and buildings.

5120 Equipment

The immediate supervisor of the facility or building may grant the Federation use of District equipment as long as such use is in accordance with the procedures provided for by the Governing Board and provided the use of such equipment does not interfere with the normal student instruction or work production of the District. The Federation shall pay for the cost of all materials and supplies incident to each use and shall assume all responsibility and liability for such use.

5130 Condition of Facilities and Equipment

The Federation agrees to leave facilities, buildings and/or equipment used in clean, orderly and operable conditions.

5200 Access to Work Locations

5210 Classroom Responsibilities

Federation business shall not be conducted during the time when a teacher has classroom responsibilities.

5220 Federation Access

The District shall grant Federation representatives access to employee work locations to conduct Federation business subject to the following conditions:

5221 Non-interference

Such access does not interfere with the instructional program.

5222 Notification

Notification is given to the immediate supervisor of the work location.

5223 Employee Rights

The Federation representatives shall not interfere with the individual right of an employee to refrain from listening or speaking with a Federation representative.

5300 Use of School Bulletin Boards and School Mail Delivery Service

5310 Inter-school Delivery

The Federation shall be entitled to the use of the inter-school delivery service consistent with applicable law.

5320 Teacher Folders

The Federation may use teacher folders for communications to employees regarding matters which involve the Federation.

5321 Distribution to Folders

The method of distribution into folders shall be determined by mutual agreement between the Federation and the immediate supervisor of the center.

5330 Bulletin Boards

The Federation shall be entitled to post notices of Federation concern in designated spaces on bulletin boards designated by the District.

5340 General Provisions for Communications

5341 Identification

All postings for bulletin boards or items for teacher folders shall be dated and contain identification of the Federation.

5342 Copies

The Federation shall deliver copies of any postings or distributions to the Superintendent or his designee at the same time the material is posted or distributed by placing the same in the District's inter-school delivery system, or by delivering the United States first-class mail, or by hand delivery.

5343 Designation of Individuals

The Federation shall provide the District with a written list of designated individuals who may use bulletin boards and folders and/or represent the Federation and will notify the District in writing within 30 days of any change.

5344 Defamatory Material

The District and the Federation agree not to post or to distribute information which is defamatory. Any materials which are deemed by the District to be defamatory may be immediately removed from the bulletin board by the District provided that notice is given to the Federation. The District and the Federation shall meet to discuss any challenged material and agree upon remediation procedures. If the parties fail to agree on the appropriateness of the material in question, the matter shall be subject to the Grievance Procedure.

5400 Meeting Announcements

The Federation shall be given the opportunity to have a representative attend and speak after orientation meetings held for teachers in this bargaining unit. The Federation shall also have the right to make announcements after such District meetings.

5500 Leaves for Federation Officers

5510 Employees who are shall become during the life of the contract elected officers of the Federation may upon application to the Superintendent be granted full or partial leave of absence without pay for not less than one semester nor more than two (2) years. The Federation shall be limited to two (2) such leaves of absence at a time. All supplemental fringe costs of the employee's leave shall be borne by the Federation

5520 Consistent with the release time afforded by the District to representatives of the other bargaining units at the District, the Federation and the District hereby agree to allow designated representatives of the Federation release time from classroom responsibilities for unit member representation, including, but not limited to meeting and negotiating, grievance prevention and processing, and contract maintenance.

The release time utilized by the Federation under this section shall be consistent with Education Code section 44987 including credit toward the State retirement fund and health and welfare contributions under this agreement; and also consistent with attainment of permanent status under the Education Code.

(See Side Letter of Agreement regarding Federation President.)

5600 Employee Lists

5610 Names and Addresses

Upon request, the District will provide the Federation with the names, addresses, and telephone (listed) numbers of the bargaining unit members provided: (I) The Federation agrees to pay to the District a fee limited to the costs involved in providing the names and addresses; (II) the District will annually notify unit members of the District's agreement with the Federation to provide each employee's name and address to the Federation; (III) any employee who advises the District that he/she desires his/her address to remain confidential and not disclosed to the Federation shall have said request honored; and (IV) the Federation agrees that such information provided to it by the District will be treated in a confidential manner.

5610.1 Employees with unlisted telephone numbers may waive their right of confidentiality and allow the District to provide the Federation with his/her telephone number. (Waiver will be documented by a properly executed waiver form and presented to the District.)

5620 Work Locations

The District shall furnish Federation with a list of employees represented by the unit within thirty (30) days of the beginning of the Fall semester and shall update such list on a monthly basis. Such lists shall include the following information: name, classes assigned, divisions, and center locations of assignments.

5700 Information

The Superintendent or his/her designated representative shall, upon request, share non-confidential public information with the Federation that may be helpful in connection with negotiations. The Federation shall, upon request, share its own non-confidential data with the Governing Board's representative.

5710 Board Agendas

An agenda of each Governing Board meeting will be sent to the Federation.

5800 Committee Representation

Whenever the Governing Board establishes a committee (or other such body) and designates the membership to include hourly teacher representation, then the Federation, the Governing Board and the Superintendent, or designee of the Superintendent, shall mutually agree to the selection of the teacher representatives, except as otherwise stated in this Agreement.

5900 New Employees

Upon employment of a new unit member, the District will include information in the employment packet about the Federation, a membership application card, and a payroll deduction authorization form for union dues. The District shall advise any such new employee of his/her right pursuant to Government Code Section 3543 to refuse to join or participate in the activities of the union if the employee so chooses.

The Federation will be given 30 minutes of access at the back to school meeting or beginning of year/beginning or semester new employee orientations. The Federation will provide a welcome letter to be included with the Federation membership application, in the new employee Welcome Packet during the Human Resources on-boarding process.

A Federation Representative will be guaranteed a maximum of 30 minutes access to the new employees hired after the beginning of the school year orientation meeting during the new employee's on-site orientation. To the extent possible, the Federation Representative attending the on-site orientation will do so during his or her work day. However, if this is not possible, the Federation Representative will be compensated for 30 minutes at his or her hourly rate.

5910 Federation Materials

The Federation will supply the District with Federation literature and membership application cards.

5920 Notification to Federation

As employment papers are processed at the central office, the Federation will be notified of new employees' names and addresses and teaching assignment, if known.

ARTICLE 6000

GRIEVANCE PROCEDURE

6100 Intent

It is the intent of the District and the Federation to resolve grievances at the earliest possible stage.

6200 Definitions

6210 A “grievance” is an alleged violation or dispute with respect to the meaning or application of this Agreement.

6220 A “grievant” is defined as an employee in the bargaining unit covered by this Agreement who submits a grievance, or the Federation.

6230 “Respondent” is the supervisor responsible for the disputed action.

6240 For the purposes of this article a “day” is defined as one on which the District’s central office is open for business.

6300 General Provisions

6310 A grievant may be accompanied and/or represented at any level of this procedure by a representative of his/her choice.

6311 Any bargaining unit member may present grievances to the employer, and have such grievances adjusted, without the intervention of the exclusive representatives as long as the adjustment is reached prior to the arbitration and the adjustment is not inconsistent with the terms of this Agreement; and provided the District shall not agree to a resolution of the grievance until the Federation has received a copy of the grievance and the proposed solution and has been given an opportunity to file a response.

6312 No decision or adjustment of a grievance shall be contrary to existing law or to any provision of this Agreement.

- 6320 At the time a grievant asks the Federation to represent him/her, the Federation will designate in writing to the District the representative who is to receive time off for representing the grievance.
- 6321 Whenever time is needed for processing a grievance during the school day, the grievant and no more than one (1) person from the Federation to represent the grievant will be allotted such time with no loss in pay provided that:
- 6321.1 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative makes a reasonable effort to inform in writing the immediate supervisor(s) of both the grievant and Federation representative in order that an adequate substitute(s) may be obtained, for either or both if such substitute(s) is necessary.
- 6321.2 Such time off shall be limited solely to representing a grievant.
- 6330 Parties to the grievance shall have access to all relevant and non-confidential documents which may assist in the adjusting of the grievance.
- 6340 As far as consistent with the law, a confidential grievance file shall be maintained separately from a grievant's personnel record and shall include any records dealing with the processing of the grievance.
- 6350 If there is a failure to communicate the decision of a grievance at any step of this procedure within the specified time limits, the grievant may proceed to the next step of the procedure.
- 6360 Time limits may be extended or reduced by mutual written agreement of the parties.
- 6361 If a grievance cannot be processed through all the steps in the procedure by the end of the school year, the time limits noted may be mutually agreed to be reduced so that the procedure may be completed as soon as practicable.
- 6370 A grievant may withdraw a grievance at any time with the understanding that no future grievance may be filed based on the same alleged incident.

6400 Procedure

6410 Informal

Within twenty-five (25) days after the grievant knew, or should have known, of the events or conditions which gave rise to the grievance, the grievant, where possible, shall discuss the grievance with his/her immediate supervisor with the object of resolving the matter informally.

6411 Notification

If the matter is not resolved at the informal level and the grievant wishes to pursue the matter further, the grievant shall notify the supervisor that a formal grievance is being initiated.

6420 Formal

Within twenty (20) days of the conclusion of Step 1, the grievant shall submit the grievance to the supervisor.

6421 Grievance Forms

The grievance shall be in writing and signed by the grievant on an approved grievance form and shall:

6421.1 Identify the grievant.

6421.2 Specify article(s) of the Agreement which are alleged to have been violated or in dispute.

6421.3 Indicate the time and place where the alleged events or conditions giving rise to the grievance existed or occurred.

6421.4 Name the respondent.

6421.5 Specify the remedy sought.

6421.6 Include a general statement of the grievance.

6421.7 Indicate the date of submission.

6422 Response Time

The supervisor shall reply in writing within seven (7) days after the submission of the written grievance.

6423 Copies

The respondent shall furnish one (1) copy of the written response to the grievant, and one (1) copy to the Federation.

- 6424 Appeal
If the grievant is not satisfied with the written reply of the respondent, the grievant may appeal, within five (5) days of receipt of the reply to Step 2. The appeal shall be in writing and shall include a copy of the written grievance at Step 2, a copy of the written reply, and the date of the appeal.
- 6430 Step 3 --Superintendent
The Superintendent or his/her designee shall, upon the grievant's request, confer with the grievant with respect to the grievance.
- 6431 Time Limits
The Superintendent or his/her designee shall reply in writing within ten (10) days after the submission of the appeal or date of conference, if held.
- 6432 Copies
One (1) copy of the reply shall be sent to the grievant and one (1) copy to the Federation.
- 6433 Disclosure
All evidence shall be disclosed by both parties prior to the submission of the grievance to Step 4.
- 6440 Step 4--Arbitration
If the grievance is not resolved satisfactorily at Step 3, the Federation may refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of five (5) arbitrators.
- 6441 Time Limit
The request shall be submitted within twenty (20) days of receipt of the Superintendent's written reply. However, the District shall provide the grievant an additional ten (10) days to request the matter to be submitted to arbitration if the period within which the request must be exercised occurs during the Christmas, spring, or summer breaks.
- 6442 Copy
A copy of the request shall be sent to the Superintendent.

- 6443 Arbitrator List
Within three (3) days of receipt of the names of the proposed arbitrators, a designee of the Federation and a designee of the Agency shall alternately strike names from the list until one of the proposed arbitrators is designated the arbitrator. The party who strikes the first name shall be determined by lot.
- 6444 Arbitration Rules
The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 6445 Merits of Grievance
If the District raises the question of arbitrability concerning a grievance, the arbitrator shall render a decision on said question prior to hearing the merits of the grievance.
- 6446 Written Decision
The decision of the arbitrator shall be in writing and will set forth his/her findings, reasoning and conclusions on the issue(s) submitted.
- 6447 Binding Arbitration
The decision of the arbitrator, if made in accordance with his/her authority and jurisdiction under this Agreement, shall be final and binding.
- 6448 Arbitration Costs
Any arbitration costs mutually accrued shall be shared equally by the Federation and the District.
- 6449 Legal Conformance
Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make any adjustment which is contrary to law.

ARTICLE 7000

FEDERATION DUES AND PAYROLL DEDUCTIONS

7100 Teacher Authorization

Any teacher who is a member of the Federation, or who has applied for membership, may deliver to the District an assignment authorizing a payroll deduction of membership dues in the Federation.

7110 Revocation

This authorization shall continue in effect from year to year unless revoked in writing.

7111 Effective Date

Such revocation shall become effective with the pay period commencing no less than fifteen (15) days after submission of revocation.

7200 District Responsibilities

7210 Starting Deductions

The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing no less than fifteen (15) days after submission of authorization to deduct dues.

7211 Submission of Monies

The District agrees to remit to the Federation all monies deducted for dues in accordance with a timeline established with the Controller.

ARTICLE 8000

TEACHING CONDITIONS AND SAFETY

8100 Classroom

Whenever possible, the responsible administrator or supervisor will advise a teacher that his/her classroom may be moved or significantly changed or rearranged.

8200 Safety

The Agency shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all teachers are expected to cooperate to the best of their ability in the prevention of accidents.

8300 Administrator-Teacher Communication

When an administrator or supervisor wishes to discuss the performance of a unit member, the administrator-supervisor will attempt to schedule a mutually agreed upon time to meet with the unit member.

8400 Effective July 1, 1997, the district proposes a ten (10) minute break of which five (5) minutes will be paid by the East Side Union High School District's Adult Education Program, provided the following conditions are met:

- a. Limited to those teachers who teach 2.5 hours or more per teaching assignment per day.
- b. This provision is limited to the following programs:
 - Adult Basic Education (ABE)
 - High School Diploma/GED
 - Vocational Education
 - Concurrent Education
 - Citizenship
 - English as a Second Language (ESL)

The funding of break time will revert to status quo if the State Department of Education allows the District to include break time with hours of instruction.

The parties recognize the State's attempts to resolve the break time issue and agree to provide support in resolving this issue through information gathering, attendance at advisory meetings and letters of support to state legislators, if requested.

8500

The parties recognize the many responsibilities of the AFT teachers and agree to attempt to limit extra duty work as much as possible.

ARTICLE 9000

LEAVES AND ABSENCES

9100 With Compensation (All Teachers)

9110 Illness, Accident or Quarantine

Teachers will be compensated at the appropriate hourly rate for illness, accident or quarantine subject to the following conditions:

9111 Formula

Hourly certificated teachers will be allowed one hour of sick leave credit for every 18 hours worked.

9112 Sufficient Hours

Sick leave benefits will be paid on a current basis when sufficient hours have been accumulated.

9113 Insufficient Hours

If insufficient hours have been accumulated, the records will be reviewed at the end of the semester. At that time, payment will be made for sick leave claimed if sufficient credit has been accumulated.

9114 Accumulation of Hours

All sick leave hours not used will accumulate and be carried forward from year to year.

9114.1 The District shall provide sick leave balances within a ten (10) working day period upon receipt of written request from the employee.

9114.2 In the event of a member's urgent need, the District will provide to the unit member his/her accrued sick leave within 72 hours of the date of receipt of the request.

9115 Proof of Illness

The District may require a physician's certification or other proof of illness before allowing payment for days of absence due to illness, accident or quarantine. If circumstances warrant it, the District, at District expense, may require a unit member to visit a District-designated specialist. If the report to the Superintendent or designee concludes that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave.

9115.1 Unless the District discerns a pattern of regular use of the sick leave privilege by a unit member, a doctor's note will not be routinely required for absences of five (5) days or less.

9120 Pregnancy or Recovery from Pregnancy

Pregnancy, miscarriage, childbirth, and recovery there from shall be treated as a disability. Accumulated sick leave may be utilized by a teacher for absences due to pregnancy and/or recovery from pregnancy with a physician's statement that the employee is unable to work.

9130 Personal Needs

A maximum of 70% of earnable sick leave hours in any school year may be used with the approval of the District for personal necessity or reasons of compelling personal importance. The District shall be advised of the need for use of personal necessity leave prior to use of such leave whenever reasonably possible.

Up to three (3) days may be requested and/or used for absence without giving a specific reason ("no tell"). These cannot be used on the first or last class meeting of the semester. A "day" constitutes a calendar day regardless of the number of teaching hours assigned the employee for the particular day requested.

9131 Personal Necessity Definitions

Personal necessity is restricted to the following circumstances:

9131.1 Death or Serious Illness

Death or serious illness of a member of the employee's immediate family as defined under bereavement leave provisions.

9131.2 Accident

Accident involving the employee or the employee's property, or the person or property of a member of the immediate family.

9131.3 Danger
Imminent danger to the home or property of an employee of a serious nature (e.g., fire or flood) which requires the attention of the employee during assigned hours of service.

9132 Compelling Personal Important Definitions
Compelling personal importance is restricted to the following:

9132.1 Graduation
Graduation exercises for self or immediate family.

9132.2 Litigation
Appearance in court as a litigant or non-work related witness.

9132.3 Providing Transportation
Transporting immediate family to or from the hospital.

9132.4 Adoption
Participation in adoption proceedings.

9132.5 Birth
Attendance at birth of one's child.

9133 Procedures
Each certificated employee electing to use sick leave for purposes permitted in this section must submit the Certificated Employee District Leave Form to personnel within five (5) working days after returning from leave. The specific nature of the personal necessity or compelling personal importance must be indicated.

9140 Bereavement
Leave may be taken for the death of an immediate family member.

9141 Days Allowed
Three (3) consecutive days or five (5) consecutive days, if out-of-state travel is required, of leave shall be granted for each death in the immediate family.

9142 Immediate Family Defined
Covered by this section are the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, and grandchildren of the unit member or spouse, or any relative living in the immediate household of the unit member.

9150 Court Service

District personnel may be absent from duty to serve on a jury or to appear as a District work-related court witness without loss of pay. Any compensation for services as a juror or as a witness, however, is due and payable to the District.

9160 Industrial Accident or Illness

Consistent with Education Code section 44984 and the policies and procedures of the Governing Board, industrial accident or illness leave shall be granted to certificated personnel for occupational injury or illness.

9161 Regulations

Industrial accident or illness leaves are subject to the following conditions:

9161.1 Time Limits

Allowable leave shall be for a 60-day period during which school is in session and the employee would have been scheduled to work in any one fiscal year for the same accident.

9161.2 Non-accumulation

Allowable leave shall not be accumulated from year to year.

9161.3 Start Date

Industrial leave shall commence on the first day of absence.

9161.4 Compensation

When a certificated employee is absent from work on account of industrial accident or illness, the compensation paid to the employee, when added, to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall not result in payment of more than what the employee would have received if working.

9161.5 Reductions

Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

9161.6 Fiscal Year Overlap

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only

the amount of unused leave due for the same illness or injury.

9161.7 Sick Leave Addition

Upon termination of the industrial accident or illness leave, the employee shall be entitled to such sick leave benefits as are required by law. However, if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to the temporary disability indemnity, will not result in a payment of more than what would have been received if working.

9161.8 Travel Restrictions

Any employee receiving benefits as a result of industrial accident or illness shall remain within the State of California unless the Governing Board authorizes travel outside the state.

9162 Procedures

The following procedures shall apply to industrial accident or illness leave:

9162.1 Report

Before salary payments can be made to an absent employee under the provisions of industrial accident or illness leave, the required Report of Industrial Injury must have been filed with the personnel office.

9162.2 Warrants

The District shall issue the employee appropriate salary warrants with deductions for any retirement or other contributions to which the employee is entitled during the industrial leave period. The employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness.

9162.3 Medical Release

Employees shall secure a medical release before being permitted to return to work following a leave for industrial accident or illness.

9170 Elected Officers of State or National Educational Organizations
Absence for elected officers of state of national education associations or societies to attend meetings or conventions where the activity or purpose of the organization is to advance the welfare of adult education through the upgrading and strengthening of the teaching profession may be granted upon approval by the Superintendent or his/her designee with the recommendation of the employee's immediate supervisor. If approved, such absence shall be without loss of pay and without travel expense to the District. However, travel to and attendance at any such meetings or conventions shall not be counted or considered in determining the employee's seniority with the District.

9200 Without Compensation (All Teachers)

Personal absences of a short duration may be taken without compensation subject to the following:

9210 Approval

Personal absences must be approved by the Director of Human Resources or his/her designee.

9220 Class Continuity

The class continuity or quality is not seriously threatened by the absence.

9300 Without Compensation (Federation)

9310 Days Allowed

The Federation shall have ten (10) days of unpaid leave to be utilized for local, state or national conferences or for conducting its lawful business pertinent to Federation affairs. Its representatives shall be excused from school duties.

9311 Requirements

Such leave is subject to the following:

9311.1 Advance Notification

Advance written notification is submitted to the immediate supervisor by the Federation President and

9311.2 Non-disruptive

The leave will not disrupt the educational process.

9400 Without Compensation (Permanent and Probationary Teachers)

9410 Types of Leaves

9411 Child Care

A certificated employee shall be entitled with the recommendation of the immediate supervisor and upon written request to Personnel, to a leave upon the birth / adoption of a child or upon termination of the allowable benefits. Beyond the first year in which the child is born / adopted, the certificated employee is eligible for leave the following school year.

9412 Other Leaves

9412.1 Type

Upon written request with the recommendation of the immediate supervisor, Director of Human Resources and the approval of the Governing Board, a probationary or permanent certificated employee may be granted a leave of absence for the full assignment without pay for the following purposes:

9412.1.1 Educational Improvement

9412.1.2 Exchange Teaching

9412.1.3 Foreign Service in Government Sponsored Projects

9412.1.4 Peace Corps Assignment

9412.1.5 Health Purposes

9412.2 Conditions

9412.2.1 Time Limits

Such leaves, if granted, will be for not less than a semester or more than a year.

9412.2.2 Extensions

An extension of the leave for not more than a second year may be granted when it is determined that an advantage will accrue to the Agency.

9413 General Absence

A certificated employee, upon written request, may be granted a General Leave of Absence for the full assignment with the recommendation of the immediate supervisor and personnel office and the approval of the Governing Board.

9413.1 Conditions

General absence leaves are subject to the following conditions:

9413.1.1 Purposes

Such leaves may be taken for any purpose.

9413.1.2 Time Limits

Such leave shall not be for less than a semester or more than one year.

9413.1.3 No Partial Assignment Leaves

Such leaves may only be granted for the full assignment.

9420 General Provisions for Approved Leaves Without Compensation

The following provision shall apply except as specified otherwise in the agreement.

9421 Notification

An employee on a leave of absence is responsible for keeping the District advised of his/her current address. The employee on leave is also responsible to respond in writing within two weeks to written inquiries of the District concerning the employee's intent with respect to his/her employment.

If the employee is residing where service by mail is slow or unreliable, he/she is responsible to notify the District of his/her intent with respect to employment and shall be responsible to establish an alternate means of keeping the District informed concerning his/her intent to return to employment.

If the employee fails to respond to the District's inquiry under this section, the District may make its assignments on the assumption that the employee is not returning from leave. Should the employee later notify the District before the expiration of his/her leave of absence, that he/she intends to return from such leave, the District will be under no obligation to change any assignments in an effort to accommodate the employee. If qualified and eligible,

the employee will be entitled to substitute or teach classes which may later open.

9422 Limit on Number

Such leaves will not be approved more than once in five (5) years for any one individual except for child care in cases where an advantage will accrue to the District.

9423 Termination Time

Termination of all leaves must coincide with the end of a semester.

9424 Seniority and Salary Increments

Seniority dates will be retained while on leave but no salary increments will accrue.

9425 Benefits

Employees on leave who would otherwise be eligible for medical and dental benefits may remain in the program by making payment for the full cost to the District.

9426 Service as a Substitute

An employee returning from leave is assured employment (except in case of layoff) in the District's Adult Education Program for the amount of time established by his/her probationary or permanent status. However, when no certificated vacancy for which he/she is qualified, the employee will perform substitute services until such time as an appropriate vacancy occurs.

9427 Part-Time Leaves

No leaves shall be granted for less than the full assignment, except as otherwise specified herein.

9500 Family and Medical Leave Act/California Family Rights Act

9510 Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) allows eligible members to take unpaid leave, or substitute appropriate paid leave if accrued, for up to a total of 12 work weeks in a 12 month period.

9511 Reasons for Leave (any of the following)

- Birth of a child of the member, and to care for such child
- Placement of a child with the member for adoption or foster care
- Care for an immediate family member (spouse, domestic partner, child or parent) with a serious health condition
- Member's own serious health condition

9511.1 A serious health condition is a disabling physical or mental illness, injury, impairment, or condition that requires hospitalization or a doctor's ongoing treatment or supervision.

9512 Eligibility

To qualify, an employee, on the date on which any FMLA/CFRA leave is to commence, must have physically worked for at least 1,250 hours during the previous twelve (12)-month period. The hours need not be consecutive hours. Time off for sick leave, vacation/annual leave, administrative time off, holidays, or personal leave (PL) are not to be counted toward the 1,250 hours of work. The bargaining unit member may use accumulated sick leave to substitute for all, or part, of unpaid leave under Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA).

9512.1 The bargaining unit member must provide thirty (30) days' advance notice when leave is "foreseeable." If 30 days' notice is not feasible, notice must be given as soon as possible. Such request shall be submitted using the FMLA/CFRA form.

9512.2 The District may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

9513 The District will continue to provide health and welfare benefits coverage during the Family and Medical Leave Act (FMLA/CFRA) leave.

9514 An employee returning to work from an FMLA/CFRA leave is entitled to be restored to the same position of employment (the one held by the employee when notice was given or the leave commenced) or to be an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. An employee may be temporarily transferred to an available alternative position, for which he or she is qualified, that has equivalent pay and benefits, that better accommodates the employee's need to take intermittent leave or reduce his or her time base.

9515 FMLA/CFRA leave includes maternity and paternity leaves. This leave does not include pregnancy-related or childbirth-related disabilities. An employee who is **disabled** on account of pregnancy, childbirth, or related medical condition is entitled to

take Pregnancy Disability Leave (PDL) for the period of the actual disability not to exceed four (4) months. An employee need not meet the eligibility requirements for FMLA/CFRA to be eligible for PDL. Upon the birth of the child, the employee is entitled to an additional twelve (12) weeks of bonding leave under the CFRA. The FMLA leave shall run concurrently with both PDL and CFRA leave. If an employee elects both PDL and FMLA/CFRA, the District will pay for its portion of the employee's health, dental, and vision benefits for a maximum of twelve work weeks in a 12-month period pursuant to California Government Code section 12945.2(f).

ARTICLE 10000

JOB SECURITY

10100 Definitions

10110 Seniority

For the purposes of this section of the contract, except as otherwise specified herein, "seniority" shall be determined by the first date of rendered paid regular certificated service with the District's Adult Education Program. Those employees who accepted employment with the District effective July 1, 1988, pursuant to Board Resolution No. 87-88-70 will have their dates of seniority with Regional Programs recognized for the purpose of this section. The employee with the earliest date of rendered paid unbroken service shall be designated as having greater seniority.

10111 Seniority for Education Code Layoff

For the purpose of layoff under the provisions of Education Code Section 44955 and 44949, seniority shall be determined by the first day of rendered paid service as a probationary employee. Those permanent and probationary employees who accepted employment with the District effective July 1, 1988, pursuant to Board Resolution no. 87-88-70 will have their dates of seniority with Regional Programs recognized for the purpose of this section. As between employees who first rendered paid service to the District on the same date, the following criteria shall be used:

CRITERION #1:

The greater number of hours as an hourly certificated employee with the District at the end of the year preceding the ranking shall have the highest seniority.

CRITERION #2:

The District's affirmative action policy.

CRITERION #3:

The greater number of hours as an hourly certificated employee in District mandated classes during the school year preceding the ranking shall have the highest seniority.

CRITERION #4:

In the event that ties still exist after applying Criteria #1, #2, and #3, the remaining ties shall be broken by lot.

10120 Break In Service

A break in service shall constitute a resignation, or two consecutive semesters with no rendered paid service, or dismissal for cause. When a probationary or permanent employee's services are terminated for lack of enrollment or discontinuance of service or are otherwise interrupted in a manner declared by law not to constitute a break in service, the original order of employment shall stand.

10130 Job Status

Job status is the employee's classification as permanent, probationary, or temporary. Permanent employees shall be designated as having greatest job status, followed by probationary and temporary in that order. Temporary employees have limited rights and may be dismissed subject to the provisions contained in this contract.

10140 Eligibility for Probationary Status

A teacher who teaches more than sixty percent (60%) of a full-time load and teaches seventy-five percent (75%) of the school year shall be classified as a probationary employee.

10141 Summer school and/or extended year assignments shall not accrue for eligibility for probationary status.

10150 Eligibility for Permanent Status

A teacher who has achieved probationary status and who is retained for the third school year after two consecutive years of teaching shall achieve permanent status in the third year.

10151 Permanent status shall be for the average number of hours per week taught during the two probationary years exclusive of any summer school and/or extended year assignment, except as indicated otherwise in this contract.

10152 Acceptance of a reduced number of hours from the average of the two consecutive probationary years shall constitute permanent status for the reduced number of hours.

10152.1 If the employee later returns to the average number of hours or more, permanent status will return to the average of the two probationary years.

10153 Reasonable efforts will be made to assign permanent employees to as many hours as they taught in the immediately preceding school year. "Reasonable efforts" will be defined to include the following criteria:

- a. legal or State requirements;
- b. seniority;
- c. the needs of the program

If a permanent employee is not assigned to an equal number of hours as assigned in the previous school year, this fact will be considered in any interviews and/or assignments of open positions.

The responsible administrator shall have discretion in applying the above criteria and in making determinations and assignments under this provision.

10160 Temporary Status

All teachers who are not probationary or permanent shall be classified as temporary. (“Temporary” and “non-probationary” are synonymous for the purpose of this contract.)

10161 Employees should note that temporary employees have little or no job security protection under the provisions of State Education Code.

10170 Regional Occupational Center/Program Teachers

The provisions of Sections 10140 through 10153 shall apply only to teachers hired prior to January 1, 1974. All teachers hired January 1, 1974, and thereafter are classified as temporary and shall not be eligible for probationary or permanent status.

10180 Service in Categorically Funded

Service conducted under contract with public or private agencies or other categorically funded projects of indeterminate duration shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee unless services is rendered for seventy-five (75%) of days school is in session and the teacher is subsequently employed as a probationary employee. These provisions do not apply to a teacher who has already achieved permanent or probationary status prior to being assigned to service conducted under contract with public or private agencies or other categorically funded projects of indeterminate duration.

10200 Job Announcements

The District will disseminate announcements of open positions, except in community education (fee-based classes) and court mandated classes, to all centers with regularly assigned clerical staff on site. Parent education positions will be posted only at the Independence Adult Center and Overfelt Adult Center.

Vacancy announcements for late afternoon high school concurrent classes will be posted at each site no less than three (3) times per school year. These positions may be filled by an applicant or a teacher currently teaching that subject, at that site, who is recommended by the principal.

An open position is defined as an assignment which is unfilled after the reassignment and/or seniority provisions of Section 10400 of this Agreement have been met.

10210 Postings

Job Announcements will be posted on a bulletin board at all District locations including the District Office. Responsible efforts will be made to provide information on job openings to teachers at satellite locations. Each job announcement shall be posted for a minimum of five (5) workdays.

10220 Information Included

The information in the job announcement shall include, but not be limited to the position, title, location, time, salary, credential required, experience preferred, effective date, and application procedure.

10230 Posting Time

Each job announcement shall be posted for a minimum of five (5) working days at locations open five (5) days a week.

10230.1 Concurrent Afternoon Classes

An information sheet on hiring for late afternoon concurrent classes will be posted at least once a year.

10240 Federation Copy

The District will send a copy of the job announcements to the Federation at the same time copies are sent to each site.

10300 Selection Process

Open positions will be filled with the best-qualified applicant based on credential, experience, affirmative action status and other relevant qualifications.

10310 Interview Process

The District will notify the Federation President at least Five (5) days before an interview date. The Federation President will appoint a representative to serve on the interview panel and notify the district of the appointee. Interviews will not be postponed or cancelled because a Federation representative is unable to serve on the interview panel.

10320 Equal Qualifications

In the event that two or more finalists have equal credentials, experience and other qualifications, the position shall be filled with the one who has the earliest seniority date, if such selection is consistent with the District's Affirmative Action Policy 4111.1.

10330 The responsible administrator shall have discretion in making the above determinations.

10335 The District will give a courtesy notification of confirmation or rejection for a position interviewed for by a bargaining unit member.

10340 Summer School

The district's procedure for summer school assignments will be based on:

A) Status:

1. Permanent
2. Probationary
3. Temporary

B) Seniority by date of hire

C) Currently employed in the adult education subject area wherein there is a vacancy

Any unfilled vacancy will be filled by the most suitable applicant. The responsible administrator shall have discretion in making the above determinations.

10400 Assignments

Priority in assignments shall be given in accordance with the following criteria. Assignments, reassignments, class cancellations, etc. shall be made on the basis of the educational needs and/or budget considerations of the program and the provisions of this contract. The responsible administrator shall have discretion in making the above determination.

10440 Release of Temporary Teachers

When it is necessary to place permanent or probationary employees in assignments occupied by temporary teachers, or the program is being reduced, the following criteria will be considered in determining those employees to be released:

10440.1 Legal or state requirements

10440.2 Seniority of person to be released

10440.3 The needs of the program

10450 Retention of Temporary Teachers

When it is necessary to reduce the program, efforts will be made to retain temporary employees. Those with five (5) or more years of unbroken service and current assignments of nine (9) hours or more per week will be given priority.

10460 Reassignment of Temporary Teacher

Whenever possible, temporary employees being reassigned will be given a similar schedule to the immediately preceding assignment. In reassigning temporary employees with five (5) or more years of service and nine (9) or more hours of assignment, the following criteria will be considered:

10460.1 Legal or state requirements

10460.2 The needs of the program

10460.3 Seniority of person to be released

10470 Seniority Dates

The District-prepared seniority list of bargaining unit members will be made available to the Federation, within three (3) working days of the date of request.

10480 The District will take into consideration employee requests for assignments in meeting the needs of the program. In cases where there are conflicting requests from employees and the needs of the District would be met equally by either employee, preference will be given to the request of the employee with the most seniority.

10490 Assignment Letters

Assignment letters will be issued to all teachers. Assignments are subject to change due to budget considerations, provisions of this contract, program needs, or legal mandates.

10490.1 Fall Semester

The District will make every effort to mail or deliver assignment letters for the fall semester on or before July 15 of each year.

10490.2 Spring Semester

The District will make every effort to mail or deliver assignment letters for the spring semester on or before December 15 of each year.

10490.3 New Hires

New employees will be issued assignment letters as soon as practical.

10500 Personnel Files

10510 Material in personnel files, which may serve as a basis for affecting the status of employment, will be made available for the inspection of the person involved and with the permission of the employee and his/her designated representative. Items excluded from examination of the personnel file are: (1) items obtained prior to the employment of the person involved; (2) Items prepared by identifiable examination and/or interview committee members; and (3) items obtained in connection with a promotional and/or interview examination.

10520 Information of a derogatory nature, except material mentioned above, shall not be entered or filed unless, or until, the employee is given notice and an opportunity to review and comment thereon. The employee may respond in writing within fifteen (15) working days after notification of the existence of the derogatory information.

10530 Every employee or, upon written authorization by the employee, his/her designee shall be permitted to examine and/or obtain copies of materials in said employee's personnel file. Copies will be provided at a cost of ten cents per page.

10540 When an employee or his/her designated representative wishes to review the employee's personnel file, he/she shall schedule an appointment through the personnel office for review during normal business hours maintained by the personnel office. A personnel representative or employee must be present with the employee and/or his/her designated representative during any such review to ensure the security of the file.

10550 An employee shall have the right to enter and have attached to any such derogatory statement, his/her comments thereon.

10560 The contents of all personnel files shall be kept in the strictest confidence.

10570 The removal of any material from an employee's personnel file shall be consistent with Title V of the California Administrative Code 10620-16030.

10600 District Complaint Procedures

- 10610 No disciplinary action, negative and/or unsatisfactory evaluation shall be taken based upon information received from a complaint filed under the District's policy for complaints from the public unless the following procedure has been followed:
- 10611 The unit member will be advised of the existence and substance of the complaint within five (5) work days of receipt of the complaint.
- 10612 Should either party or administrator believe that the allegations in the complaint warrant a meeting, the immediate supervisor may at his/her discretion schedule a meeting between the unit member and the complainant. If such a meeting is scheduled during the unit member's normal work time, the unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.
- 10613 The unit member may respond to the substance of the complaint orally or in writing within ten (10) work days after notification of the complaint. At any meeting called to discuss the complaint, the unit member may be represented by a Federation representative.
- 10614 The unit member will be given a copy of the administrator's report. Any written response made by the unit member will be attached to the written report of the administrator.
- 10615 Complaints which are withdrawn or shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member. Complaints which the administrator believes to be true based upon a reasonable investigation may be, following this procedure, placed in the unit member's personnel file. Any complaint which is neither determined to be true or false, will be put in a "complaint file" for a period of three (3) years. Such a complaint will be disregarded and destroyed after three (3) years from the date of the complaint, unless a similar complaint regarding the same unit member is filed during that three (3) year period; in that case, the first complaint will become part of the complaint file and will be dealt with, consistent with this procedure, as part of the second complaint.
- 10616 As provided in Education Code Section 44031, the unit member will be given release time to respond to any information of a derogatory nature before it is put in his/her personnel file.
- 10617 The removal of any material from a unit member's personnel file shall be consistent with the Public Records Act.

10700 Effects or Impact of Layoff

- 10710 The District will provide copies of the certificated employee seniority list within five (5) days after the District's final draft is compiled.
- 10720 The District will provide to the Federation current seniority lists on November 1 and February 1.
- 10730 The District will provide a list of credentials held by unit members in the same manner as the information provided concerning the seniority list.
- 10740 The District agrees that it will take such action necessary to insure conformity with the provisions of and regulations adopted pursuant to Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985, which provides an extension of the employee health plan coverage to employees and their spouses and dependents under certain conditions.
- 10750 The parties agree that by complying with the terms of these articles, they have fully satisfied any obligation to bargain the effects or impact of any layoff affecting bargaining unit employees.

ARTICLE 11000

CLASS SIZE

11100 Maximums for Mandated Classes

The maximum class size shall be an average attendance per hour of thirty-three (33) students in all program areas except Adult Basic Education, High School subject labs, handicapped, and pre-school observation (where children are present).

11110 Excepted Programs Maximums

The maximum class size in programs excepted by 11100 shall be as follows:

11110.1 Adult Basic Education

Adult Basic Education (ABE) classes and ESL Beginning Literacy shall have a maximum average attendance per hour of twenty-three (23) students.

11110.2 High School Subjects Labs

High school subjects labs shall have a maximum average attendance per hour of twenty-three (23) students.

11110.3 Pre-School Observation

Pre-school observation classes (where children are present) shall have a maximum average attendance per hour of twenty-five (25) students.

11110.4 Handicapped Programs

The maximum average attendance per hour in handicapped programs shall be as follows:

Moderately Handicapped	25 students
Severely Handicapped	17 students
Acutely Handicapped.....	15 students
Sheltered Workshops	25 students

11120 Average Attendance per Hour Definition

Average attendance per hour is derived by dividing the total hours of student attendance by the instructional hours.

11130 Overload Procedures

The following procedures apply in classes where the average attendance per hour exceeds the maximums established.

11131 Number of Sessions

Teachers will carry up to a twenty-five percent (25%) overload for two sessions in classes meeting once a week, for three sessions in classes meeting twice a week and for five sessions in classes meeting three or more times a week.

11132 Remedial Measures

If there is still an overload by the third session of a class meeting once a week or by the fourth session of a class meeting twice a week by the sixth session for classes meeting three or more times a week, then the teacher, with appropriate attendance documentation, may request fewer students. The district will then initiate remedial procedures.

11133 A unit member who is assigned to teach a lab which he/she has never previously taught may immediately initiate the above overload procedures when the average attendance per hour exceeds the maximum established class size.

11140 Exceptions to Maximum Numbers

The maximum average attendance per hour limitations for purposes of this Article may be exceeded as follows:

11141 Agreement to Exceed

The maximums in any class may be exceeded by teacher and administrator agreement.

11142 Physical Activity Classes

Classes designed primarily for physical activity shall be exempt from the maximum limitations.

11143 Lecture Classes

Classes taught primarily by lecture shall be exempt from the maximum limitations.

11144 Work Stations

Classes requiring workstations shall be limited to the maximum number of stations available.

11200 Minimums for Mandated Classes

Classes may be canceled or subject to cancellation in accordance with the following provisions:

11210 Cancellations

A class with twelve (12) or fewer students may be canceled at any time after conferring with the teacher.

11220 Subject to Cancellation

Classes with thirteen (13) to seventeen (17) students after the first two consecutive sessions if the class meets once a week or the first three consecutive sessions if the class meets twice a week or the first five consecutive sessions if the class meets three or more times a week may be subject to cancellation after conferring with the teacher.

11230 Criteria for Continuance of Classes

The District will use one or more of the following criteria for determining continuance of classes with fewer than the required numbers:

- a. Number of other sections
- b. Level of the class
- c. Nearness of completion
- d. Program priority (as determined by community, District and State)
- e. Location
- f. Newness of center
- g. Graduation or certificate requirements
- h. District needs
- i. Pilot program
- j. Other criteria to be specified (if used)

ARTICLE 12000

CALENDAR

12100 Length of Classes

Length of classes shall be determined by the District based on the objectives of the course as approved by the State Department of Education. Like courses shall be scheduled for the same minimum of weeks throughout the program, excepting local and legal holidays

12110 Deviations from Established Schedule

Classes may be ended or extended by the District according to the needs of the program. Prior to such alterations of the established class schedule, the District shall notify the Federation, comply with reasonable requests for information, and, upon request, meet to discuss the changes with the Federation.

12111 Individual Classes

In individual classes where time may not permit prior notification of changes (for other reasons than those specified in Section 11200), the District will provide information to the Federation relative to the change as soon as possible.

12112 If a class is canceled by the District with less than a 48 hour notice to the teacher, the teacher shall be credited with the day and hour(s) worked and compensated accordingly. This does not include classes canceled by the District when the teacher is twenty (20) or more minutes late for the start of class.

12200 Calendar Conferences

The District shall confer with the Federation prior to the approval of the academic calendar by the Governing Board.

12300 Probationary and Permanent Teachers

During any school year, probationary and permanent teachers shall be scheduled for not less than the number of hours to which each is entitled based on prior assignments.

The hours to which a permanent or probationary teacher is entitled may be scheduled during the summer season and with the agreement of the teacher will be considered as a part of the total hours to which the teacher is entitled. Acceptance of summer hours under this section will not affect the teacher's benefit coverage.

ARTICLE 13000

SUBSTITUTION

13100 When unit members substitute, the compensation shall be the same hourly rate the members would receive in a regular assignment for every hour of substitute service.

13200 The parties recognize the difficulty in securing substitute teachers and agree to increase their joint recruitment efforts.

13300 Each August the district will develop a list of unit members willing to substitute by surveying unit members about their desire to offer substitute teaching service.

13310 The survey will ask for the days, times and sites for which the unit member wishes to substitute.

13320 Unit members may add or delete their name to the substitute list at any time during the school year.

13400 In scheduling substitutes, the District personnel will:

13410 Make every effort to give unit members preference when assigning substitute work.

13420 Consider input from the teacher of record about which unit member will best fit the substitute position.

13430 Make a reasonable effort to rotate assignments so that all unit members on the substitute list are given an opportunity to substitute.

ARTICLE 14000

MEETING TIME

Where three or more classes are held simultaneously in the same mandated subject area in the same center and a need exists for teachers to spend time coordinating the movement of students among the classes, the teachers may request time to meet. With the approval of the appropriate administrator, classes may be dismissed one-half hour early to allow teachers coordination time not to exceed three times per semester. Compensation will be for the hours the class is regularly scheduled.

Teachers shall be compensated at a rate of \$25.00 per hour or portion thereof for attendance at in-service meetings scheduled, conducted and required by the Adult Education administration. Attendance at such meetings shall be taken by the administration for the purpose of this section.

ARTICLE 15000

SALARY

15000 Through the term of this agreement if the district has a qualified or negative certification or a rejection report by the Santa Clara County Office of Education at the first interim, the remainder of the Adult Education lottery money may be moved to the General Fund.

15100 General Provisions

15110 Hourly Rate

All appropriate members shall be paid at the appropriate hourly rate stipulated in Appendix A.

15120 Salary Schedule

The salary schedule shall consist of six (6) steps with hourly rates as indicated in Appendix A.

15130 Class Time

Compensation shall be for services rendered during the scheduled hours of the class, except as otherwise provided herein.

15140 East Side Adult Education retirees who are re-hired to teach within 39 months from retirement will be paid at their final step on the Salary Schedule in Appendix A.

15200 Initial Placement on Salary Schedule

Beginning with the execution of this Agreement, credit for step placement shall be limited to step 4 for paid adult education teaching in accredited adult education programs.

15300 Advancement on Schedule

Hours of regular service (not including substitute service) required to move from one step to the next shall be as follows:

450 hours to move from 1 to 2

450 hours to move from 2 to 3

900 hours to move from 3 to 4

900 hours to move from 4 to 5

900 hours to move from 5 to 6 plus a clear
Credential in the area of instruction.

15310 Teachers employed by the District during the 1988-89 and 1989-90 school years were credited for hours of regular service accrued in prior years while employed by Regional Programs when being placed on the salary schedule only.

The retroactive cost for crediting the hours of those employees employed for the 1988-89 school year shall result in appropriate adjustment in the salary advancement schedule agreed to by the parties and found in Appendix C.

15320 Effective Date

New rates shall become effective on July 1 of the year following the attainment of the requisite hours for movement to the next higher step or steps.

15400 Direct Deposit Payroll Option

The parties recognize the difficulties inherent in the implementation of a direct deposit payroll option for AFT Teachers.

The District has implemented a direct deposit payroll option for AFT teachers, effective July 1, 2001.

ARTICLE 16000

EMPLOYEE BENEFITS

16000 Unit members whose spouse or domestic partner is a current District employee and is also currently separately enrolled in a District offered HMO medical plan (Kaiser or Anthem) shall not be “double” covered under any District-offered plan. Such spouses/partners will, effective December 1, 2017, be “dual” covered under one HMO plan.

16010 The unit member with the greater seniority shall be designated as the primary subscriber under the same HMO plan.

16020 If both parents are District employees, the eligible dependent children will be covered by the more senior parent’s plan.

16030 If two employees (spouses or Domestic Partners) are covered under a plan and the employee who is covering the dependent children terminates coverage, the Dependent coverage may be continued by the other covered Employee with no Waiting Period as long as the coverage has been continuous.

16040 For those unit members in dual coverage under **16000** above, the District will establish an IRS-approved and District-funded health reimbursement arrangement (HRA) funded at an annual level of \$3,000/family (for 2017-2018 school year pro-rated 6 months through June 30, 2018) to reimburse medical and prescription copays.

16050 Certificated employees currently covered by plans under two separate carriers may each remain with separate carriers, but may not be both a dependent and a subscriber.

16100 Plans Available

16110 Health Insurance
The health insurance plans approved by the Governing Board are stipulated in Appendix B.

16120 Dental Insurance
The dental insurance plan approved by the Governing Board is stipulated in Appendix B.

16130 Life Insurance
The life insurance plan approved by the Governing Board is stipulated in Appendix B.

16140 Vision Benefits
The vision benefit plan approved by the Governing Board is stipulated in Appendix B.

16200 Eligibility

16210 Initial Participation
An employee who teaches a minimum of 15 hours per week for 13 consecutive weeks, exclusive of summer school and substituting, shall be provided the district's least expensive medical plan for which he/she qualifies for the remainder of the semester.

16220 Continued Eligibility
Employees who are assigned a minimum of fifteen (15) hours per week for thirteen (13) weeks in a subsequent semester, shall become eligible for benefit coverage if the employee qualified at any time during the prior twelve (12) months, exclusive of summer school and substituting, as provided below:

16220.1 Employees qualifying under section 16210 shall retain the medical plan for which they previously qualified, until the next district-wide open enrollment period. During the open enrollment period, the employee may select his/her choice of medical plans offered by the district.

16220.2 Employees qualifying under this section shall also qualify for district dental and life insurance plans.

16230 Changes in Assignment (Increase or decrease of hours)

16231 Prior to Deadline
If a change in hours assigned (between 15 and 30 hours a week) occurs prior to the deadline dates established for application for

each semester, the new hours shall determine the rate of contribution for that semester.

16232 After Deadline

If a change in the hours assigned occurs after the application deadline dates, the rate of contribution shall continue as it was established at the beginning of the semester until the end of that semester unless the assignment is terminated completely in which case coverage ceases.

16300 Contribution

16310 Employer-Employee Contributions

Contributions are based on the following percentages. Dollar amounts for district and employee contributions for each of the available plans are stipulated in Appendix B.

Teaching Hours Per Week	FTE Equivalent	Employer	Contribution Employee
15-19	50%	50%	50%
20-24	67%	67%	33%
25+	100%	100%	-0-

16320 Coverage During Summer Months

If covered during the Spring semester, coverage will be continued during the summer months if it is anticipated that the employee will be assigned in the Fall semester.

16321 Collection for Summer Months

Collection of the employee portion for summer coverage will be made in one of two ways:

1. A double deduction on both May and June payroll warrants will be made. This will assure coverage for the months of June, July, August, and September.
2. A personal check or money order, payable to East Side Union High School District, is to be submitted by June 1 for two months (August and September coverage) of employee contributions.

16400 Changes to Benefits Coverage / Contributions

Employee benefits and contributions under this section shall be defined as identical to those offered to and accepted by the District's other certificated bargaining unit.

ARTICLE 17000

SAVINGS PROVISIONS

17100 It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices, policies and procedures, and over state law to the extent permitted by state law.

17200 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties for the term of the Agreement. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written, executed amendment.

17300 If any provisions of this Agreement are held to be contrary to law by new legislation, by a court of competent jurisdiction or a governmental administrative agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent being valid by law, but all other provisions will continue in full force and effect.

In witness whereof, the parties to this Agreement have caused these revisions, additions, and appendices to be executed by their agents on this first day of June, 1989.

ARTICLE 18000

PERFORMANCE REVIEW

18100 The goal of a performance plan is to provide the bargaining unit members with the opportunity to grow professionally and to establish a focus for an ongoing professional development plan.

18200 Procedure

18210 Adult School hourly teachers who are members of the bargaining unit and who have not been employed for three or more consecutive years will receive a performance review by the Director or his/her designated administrator. Hourly teachers new to the unit will be reviewed during the first year and as deemed necessary in that first year by the responsible administrator or his/her designated administrator.

18220 Adult hourly teachers who are unit members and have been employed for three or more consecutive years with no indication of unsatisfactory performance will be evaluated once every three years.

18230 A performance review is one in which a standard form (Continuous Improvement Measure), especially designed for use with Adult hourly teachers, is to be completed by the designated administrator subsequent to at least one scheduled observation. The need for additional observation(s) will be determined by mutual agreement of the bargaining unit member and the reviewer. An observation is expected to be approximately twenty (20) minutes in length. Additional time on a given observation will not exceed sixty (60) minutes.

18240 The Adult School Teacher will be again notified in advance of a semester in which he/she will be reviewed and again two weeks prior to the actual date and time of the visit, and of the course/programs for which the review will occur during that semester. Upon request by teacher, he/she may meet with the Adult School administration to review the performance review instrument (Continuous Improvement Measure) and the procedure prior to being reviewed.

18240.1 The Federation will be notified of the unit members to be reviewed prior to the semester of the scheduled review.

- 18250 A conference following the observation will be scheduled within ten (10) working days with the teacher being reviewed. A copy of the performance review report will be provided. The teacher being reviewed will be given an opportunity to offer a written response to the report. Such a response will be submitted within ten (10) working days and will be attached to the report. A copy of the performance review and the written response, should there be one, will be forwarded to Human Resources for placement in the personnel file.
- 18260 Should a remediation conference be scheduled to take place after school hours, bargaining unit members will be compensated for such time at the meeting rate. Every effort will be made to schedule the remediation conference immediately preceding or following the teacher's scheduled teaching hours.
- 18300 A bargaining unit member who receives a performance review, which indicates remediation is needed, will meet with his/her administrator to develop a professional growth plan and will be assigned a mentor teacher.
- 18310 Bargaining unit members at this point may request that a different administrator be assigned to them during this growth process.
- 18320 The specific areas recommended for growth will be given to the unit member in writing.
- 18330 The plan should include specific steps to improve the identified areas recommended for growth.
- 18340 The plan shall include specific goals and timelines.
- 18350 The bargaining unit member and assigned administrator will agree upon a time period to show progress toward meeting the identified areas recommended for growth. If the bargaining unit member and the administrator are unable to agree upon a time period, it will be sixty (60) working days.
- 18360 At the conclusion of the agreed upon time period, or 60 days, the administrator can conduct one (1) follow-up performance review to determine if specific goals have been satisfactorily met. If satisfactory progress of remediation areas is not met the bargaining unit member will be given a second remediation plan of 60 days. Implementation of the plan will follow steps outlined in 18320 through 18350. If satisfactory progress is still not met then dismissal proceedings may be initiated per Education Code.

18400 The process outlined in this article is subject to the grievance procedure as stated in Article 6000.

18410 If the grievance is found in favor of the grievant, all documents involved in the performance review shall be removed from the personnel file and returned to the grievant.

ARTICLE 19000

PROFESSIONAL DEVELOPMENT

19100 In order to provide excellent classroom instruction for our students and to ensure successful classes, training shall be provided by the district to those unit members who are given a change in assignment if they:

19110 Have not previously taught the course, or

19120 Have not taught the course in the prior three years

19200 A change in assignment includes a change in the class title and/or class level.

19300 Three hours (3) of training, with focus on curriculum and resources, shall be provided and paid at the teaching rate.

19400 Training shall be provided as soon as possible after the assignment is known and no later than one month from the beginning of the new assignment as mutually agreed upon by the unit member and administration.

19500 Employees shall be required to participate in this training.

APPENDIX A

SALARY SCHEDULE

ADULT EDUCATION TEACHERS

2018 - 2019 Certificated Salary Schedule

Step 1	\$48.20
Step 2	\$50.13
Step 3	\$51.55
Step 4	\$53.04
Step 5	\$54.53
Step 6	\$55.95
Testing Rate	\$20.00
Meeting Rate.....	\$25.00

SUBSTITUTE RATES (Effective January 1, 2018)

Substitute Teachers.....	\$30.00
East Side Retirees Substitute Rate.....	\$35.00
Adult Ed Retirees Substitute Rate.....	\$40.00

The hourly certificated adult education personnel will receive the same percentage increase in salary and benefits as all other district bargaining unit certificated personnel.

For the 2019-2020 fiscal year, a 3.25% increase to salary schedule Appendix A (specifically limited to Steps 1 through 6) effective August 1, 2019.

For the 2020-2021 fiscal year, a 3.0% increase to salary schedule Appendix A (specifically limited to Steps 1 through 6) effective August 1, 2020.

The District SJFT agree to two non-compensation based articles (each) for negotiations to re-open in 2020-2021.

APPENDIX B

HEALTH, DENTAL, VISION, AND INSURANCE PROGRAMS:

KAISER MEDICAL*

<u>FTE</u>	<u>Employer</u>	<u>Employee</u>
50%	50%	50%
67%	67%	33%
100%	100%	-0-

*Kaiser (\$15.00 (Generic)/\$30.00 (Brand) prescription co-pay)

AETNA HMO

<u>FTE</u>	<u>Employer</u>	<u>Employee</u>
50%	50%	50%
67%	67%	33%
100%	100%	-0-

AETNA PPO: EAST SIDE MEDICAL PLAN

<u>FTE</u>	<u>Employer</u>	<u>Employee</u>
50%	50%	50%
67%	67%	33%
100%	100%	-0-

DENTAL PLAN

<u>FTE</u>	<u>Employer</u>	<u>Employee</u>
50%	50%	50%
67%	67%	33%
100%	100%	-0-

LIFE INSURANCE PLAN

<u>FTE</u>	<u>Employer</u>	<u>Employee</u>
50%	50%	50%
67%	67%	33%
100%	100%	-0-

VISION PLAN

<u>FTE</u>	<u>Employer</u>	<u>Employee</u>
50%	100%	-0-
67%	100%	-0-
100%	100%	-0-

APPENDIX C

PROFESSIONAL ENRICHMENT PROGRAM (PEP)

I. Program Purpose

The Professional Enrichment Program (PEP) is designed to recognize that the quality of education in the District can be enhanced when bargaining unit members participate in continuing education programs including college courses, industrial or professional workshops, or in-service training programs and/or the development of curriculum including instructional materials. In an effort to credit bargaining unit members who satisfactorily participate in the recognized program and/or activities under the guidelines set out below, the District has agreed to set aside for the term of the contract, a fund equal to 1.5% of the hourly unit (teachers and counselors) salary schedule.

II. The Professional Enrichment Program Committee

A. Purpose of the Committee

A committee known as the Professional Enrichment Program Committee shall be formed and maintained for the purpose of reviewing, and approving or rejecting appealed applications submitted by bargaining unit members under this article. Only when the committee is deadlocked on an appeal will the matter be submitted to the Superintendent or his/her designee for final decision. This article is not subject to the grievance and arbitration provisions of this contract.

The committee shall also be responsible to confirm to the District that each applicant has satisfactorily completed the program initially set out by the applicant in his/her program application. It shall remain the ultimate responsibility of the applicant, however, to verify to the committee satisfactory completion of his/her program.

The committee shall also be responsible to develop and implement procedures for the operation of the PEP program. The committee shall have the authority to change only the following provision of this article without prior written approval of both of the bargaining teams: III A, B, C; IV B.1 (approved form); IV, C.2 (criteria – except the Superintendent has final approval.)

Any changes in this article of the agreement shall be in writing signed by authorized representatives of the District and AFT.

B. Composition of the Committee

The PEP Committee shall be comprised of four (4) members with an equal number designated by the District and the Federation. The term of each committee member shall be two (2) years. The committee shall elect its own chairperson, alternately selected from the Federation and Administration.

The committee may invite teachers, administrators, or others, without compensation, to provide information on a particular subject area to assist the committee in reaching a decision on a PEP application, or to provide general advice on professional growth issues.

III. Programs and Activities for Which Compensation or Reimbursement may be Earned

Unit members may earn compensation or reimbursement for the following activities:

- A. College course work which satisfies one or more of the following:
 - 1. Courses which develop increased competence in the present teaching area.
 - 2. Course which are preparation for a teacher who changes, or plans to change, from one curriculum to another.
 - 3. Courses which would develop competencies in an additional curriculum area.
 - 4. Courses which directly relate to the Governing Board's directed goals.
 - 5. Courses which enhance teaching skills such as clinical teaching, critical think, and cooperative learning.
- B. Development of curriculum or instructional materials. All such activity must have prior approval from the Director of Adult Education and the teacher's immediate supervisor.
- C. Workshops and conferences which satisfy the following:
 - 1. Workshops that are arranged and coordinated through the District. However, no further compensation shall be afforded any unit member for attending a mandatory teacher meeting or in-service session including those required pursuant to Article 14000 of this contract.
 - 2. Workshops and conferences sponsored by other institutions or agencies if the activity has been approved in advance.

IV. Procedure and Guidelines for PEP Approval

A. Eligibility

All bargaining unit members are eligible to participate in the PEP.

B. Application Procedure

1. Application Format

A bargaining unit member who is interested in participating in the PEP must complete and submit an application on an approved form to the Director of Adult Education for review and action.

2. Committee Action -- Appeal

If the bargaining unit member is not satisfied with the decision of the Director of Adult Education, he/she may appeal that decision to the committee. By majority vote, the committee shall approve the PEP application, request additional information from the applicant, or disapprove the application. If the committee is deadlocked on the appeal, the matter will be submitted to the Superintendent or his/her designee for a decision.

3. Timelines

The PEP application must be submitted to the Director of Adult Education at least ten working days prior to the scheduled activity. If the application is approved, the approved PEP program must be completed by June 30th of that year.

4. Any changes in an approved PEP must be approved by the Director of Adult Education before the changes are implemented and the unit member receives any compensation.

C. Compensation Allowable

1. The maximum compensation payable to any unit member under the PEP program is up to 1.5% of the unit member's annual hourly teaching salary payable as soon as reasonably possible and in no event later than the first hourly payroll period following the conclusion of the school year.

2. The Director of Adult Education shall uniformly apply criteria developed by the committee which shall be reviewed by the Superintendent or his/her designee for final approval.

3. Compensation shall be made for programs approved, initiated and completed during the current school year. Retroactive approval/credit for any PEP shall not be allowed.

4. Before any compensation is paid to a unit member, the PEP committee must verify that the unit member has successfully completed his/her PEP and provided all necessary documentation.

SIDE LETTER OF AGREEMENT

Section 5520

The Federation President or a designated East Side Adult Education teacher, if the Federation President is not an East Side employee, shall be provided release time. Five hours shall be designated as preparation periods which may be utilized for the release time provided under this section and shall be paid for by the Federation pursuant to the following:

1. The five hours of release time shall be paid for by the Federation through appropriate adjustment in the fund provided for in Appendix C of this Agreement;
2. Additional hours may be bought outright by the Federation.

In addition, classroom coverage shall be provided when the Federation President or designated East Side Adult Education teacher finds it necessary to attend to matters for which release time is provided under this section.

SIDE LETTER OF AGREEMENT

The Federation and the District agree that in the event of a bargaining unit member's urgent need, the District will provide to the unit member his/her accrued sick leave within 72 hours of the date of receipt of the request.

The Federation and the District agree that a doctor's note will not be routinely required for absences of five (5) days or less unless the District discerns a pattern of regular use of the sick leave privilege by a unit member.

SIDE LETTER OF AGREEMENT

Article 9000

Effective September 1, 1991, the Federation and the District agree that the District shall provide sick leave balances within a ten (10) working day period upon receipt of written request from the employee.

SIDE LETTER OF AGREEMENT

CONCURRENT AFTERNOON CLASSES

The District agrees to post an information sheet on hiring for late afternoon concurrent classes at least once a year.

SIDE LETTER OF AGREEMENT

IMPLEMENTATION OF ARTICLE 18000: **PERFORMANCE REVIEWS**

An in-service will be provided by administration for all unit members explaining the process and procedures of the performance review. Subsequent to the above, all new teachers will be given a comparable in-service on an annual basis.

Prior to the implementation of performance reviews parameters will be set which identify if a remediation is needed. A committee of two (2) administrators and two (2) bargaining unit members will meet to determine these parameters.