

Collective Bargaining Agreement

Santa Clara Unified School District



And

**California Federation of Teachers, AFT,
Local 6343**



A Union of Professionals

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT	1
ARTICLE 2: RECOGNITION	1
ARTICLE 3: NON-DISCRIMINATION	1
ARTICLE 4: DISTRICT RIGHTS	1
ARTICLE 5: FEDERATION RIGHTS	2
5.1 Right of Access and Communication	2
5.2 Use of Facilities	3
5.3 Non-Confidential Information	3
5.4 Exclusive Representative Communication with Unit Members.....	3
5.5 Agreement Copies.....	3
5.6 Release Time.....	3
5.7 Membership Dues	3
5.8	4
ARTICLE 6: EMPLOYMENT STATUS.....	4
6.1 Definitions.....	4
6.2 Probationary Status	5
6.3 Temporary Status	5
6.4 Permanent Status.....	5
6.5 Work Schedule.....	5
6.6 Break Time.....	6
ARTICLE 7: LEAVES OF ABSENCE.....	7
7.1 Granting Leaves of Absences	7
7.2 Sick Leave.....	7
7.3 Requesting a Substitute.....	7
7.4 Extended Sick Leave with Differential Pay.....	8
7.5 Personal Necessity Leave	8
7.6 Bereavement Leave.....	9

7.7 Industrial Accident or Industrial Illness.....	9
7.8 Jury/Legal Witness.....	10
7.9 Leaves of Absence Without Pay	11
ARTICLE 8: JOB POSTINGS	11
8.1 Job Postings	11
8.2 Vacancies	12
8.3 Staffing.....	12
ARTICLE 9: SALARY.....	13
ARTICLE 10: MEDICAL INSURANCE BENEFITS	13
10.1 Eligibility	13
10.2 Premium Contribution	13
10.3 Option for Retirees to Purchase District Medical Insurance	14
ARTICLE 11: STRS SERVICE CREDIT (EFFECTIVE JULY 1, 2009)	14
11.1 Definition of Full Time for Teachers Working the Regular School Year	14
11.2 Definition of Full Time for Teachers Working in the Independence Network Program.....	14
11.3 Summer Session Hours.....	14
ARTICLE 12: EVALUATIONS	14
12.1 Frequency of Evaluation.....	14
12.2	16
12.3	16
12.4	17
12.5	18
12.6 Areas of Evaluation.....	18
12.7 Formal Evaluation Summary	18
ARTICLE 13: PERSONNEL FILES.....	19
ARTICLE 14: COMPLAINTS AGAINST UNIT MEMBERS BY MEMBERS OF THE PUBLIC	20
ARTICLE 15: DISCIPLINE.....	20
15.1 For Cause	20
15.2 Discipline Process.....	21
15.3 Progressive Discipline	21
15.4 Immediate Suspension in Extraordinary Circumstances	21

ARTICLE 16: GRIEVANCE	22
16.1 Definitions.....	22
16.2 PURPOSE.....	23
16.3 STEPS OF GRIEVANCE.....	23
16.4 General Provisions	24
ARTICLE 17: EMPLOYEE SAFETY	26
ARTICLE 18: NO STRIKE, NO LOCKOUT.....	26
ARTICLE 19: CONTRACT CLAUSES	27
ARTICLE 20: SAVINGS PROVISION.....	27
ARTICLE 21: EFFECT OF AGREEMENT	27
ARTICLE 22: TERM	27
APPENDIX A.....	29
APPENDIX B	30
GRIEVANCE FORM.....	31
SIDE LETTER OF AGREEMENT	32

ARTICLE 1: AGREEMENT

This is an Agreement made and entered into this 1st day of July 2013, between the Santa Clara Unified School District (hereinafter referred to as “District”) and California Federation of Teachers, AFT Local 6343, AFL-CIO (hereinafter referred to as “Federation”).

ARTICLE 2: RECOGNITION

The District confirms its recognition of the Federation as the exclusive representative for certificated adult education teachers, excluding all administrative, management, supervisory, program specialists, confidential employees, classified employees, day-to-day substitutes, long-term substitutes, and all other certificated employees of the District.

ARTICLE 3: NON-DISCRIMINATION

The Federation and the District agree not to unlawfully discriminate because of race, creed, color, religion, age, political affiliation, sex, physical disability, marital status, sexual orientation, membership or participation in an employee organization, or any other status protected by applicable state or federal law.

ARTICLE 4: DISTRICT RIGHTS

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

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work to the extent lawfully allowed; hire, classify, assign, evaluate, promote, terminate, and discipline employees consistent with its legal obligations and the terms of this Agreement; and take action on any matter in the event of an emergency. (An emergency is defined as any act of God or other unforeseen occurrence that has a significant impact on the educational process that was not intentionally caused by the District.) In a matter which directly affects certificated staff (Bargaining unit members), that staff which will be affected will be consulted for possible positive input, i.e., hours, starting time.

The District retains its right to amend, modify or rescind policies and practice referred to in this Agreement in cases of emergency. If the District determines that an emergency exists and it intends to modify or suspend any portion of this Agreement, it shall notify the exclusive representative prior to declaring any emergency. The determination of an emergency may be subject to the grievance procedure by the Federation.

ARTICLE 5: FEDERATION RIGHTS

5.1 Right of Access and Communication

(a) The Federation shall have the right to access at reasonable times areas in which employees work. Authorized representative(s) of the Federation shall have the right to transact official Federation business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction or the unit member workday. Persons not members of the school staff who wish to come on the school site for Federation matters during the school day shall notify the site administrator.

(b) Access To Unit Members

Site administrators should allow Federation representatives to meet with any unit member or members at times which do not interrupt or interfere with job responsibilities, including the times before and after classes, lunch time, and preparation periods.

(c) Federation Mail

The Federation shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District. The Federation shall send the Superintendent a copy of all general distribution communications. The Federation shall have a designated daily pick-up and delivery point. This point shall be located wherever the site mailboxes are in the school where the current Federation President is assigned.

(d) Bulletin Boards

The Federation shall have the right to post notices of activities and matters of Federation concern on Federation Bulletin Boards, at least one of which shall be provided in each site in areas frequented by unit members.

5.2 Use of Facilities

The Federation shall have the right to use school buildings, sites, and equipment during all reasonable hours for meeting and other Federation activities. In the event any cost

accrues to the District under this provision, the Federation shall reimburse the District that cost. Appropriate use of facility forms and procedures shall be followed.

5.3 Non-Confidential Information

Non-confidential information pertaining to employment relations will be provided to the Federation within 15 days of any request.

5.4 Exclusive Representative Communication with Unit Members

To the extent permitted by State law, the District shall provide to the Federation a list of all members of the bargaining unit, including each member's name, home address, and home telephone number, within 15 days of the beginning of classes for the Fall term. The District shall provide the Federation with the same information for new hires in the bargaining unit no less frequently than quarterly.

5.5 Agreement Copies

Copies of the most current collective bargaining agreement between the parties shall be made available to each unit member. The cost of printing the agreement will be shared equally by the District and the Federation.

5.6 Release Time

(a) Collective Bargaining

Bargaining team members shall be provided reasonable release time for negotiations at no loss of salary or other benefits.

(b) Contract Administration

To fulfill its legal obligation as the exclusive representative, the Federation may designate a reasonable number of representatives to attend, without loss of pay or other benefits, a reasonable number of meetings concerning the administration of this agreement. Such meetings shall be scheduled to minimize the impact on the educational program. The parties shall mutually agree on what constitutes a reasonable number of representatives for each such meeting.

(c) Paid Duty Time For Federation Local President

The District agrees to pay the Federation Local President for up to one and a half (1½) hours per week for no more than thirty-six (36) weeks to perform Federation responsibilities at his or her regular rate of pay.

5.7 Membership Dues

The District agrees to deduct union membership dues and to forward to the Federation within five (5) working days following the end of each pay period such sums with an

itemized list of the unit members from whom said dues are deducted, including the amount deducted from each such unit member. Any unit member may sign and deliver to the District an authorization for the deduction of Federation membership dues and general assessments subject to the following:

- (a) Such authorization shall continue from year to year unless revoked in writing.
- (b) Pursuant to such authorization, the District shall make such deductions in the amount specified by the Federation.
- (c) Upon appropriate written authorization from the unit member, the District shall deduct Federation membership dues from the salary warrant of said employee and make the appropriate remittance as provided in this section.

5.8 The Federation has the right, under the Educational Employment Relations Act, to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

ARTICLE 6: EMPLOYMENT STATUS

6.1 Definitions

- (a) Full-Time:
 - (i) The Full-Time teacher work year shall consist of 36 workweeks at 30 hours per week (1080 hours per year).
 - (ii) In the Independence Network the Full-Time teacher work year shall consist of 240 days at 6 hours per day (1440 hours per year).
- (b) Complete School Year:
 - (i) A unit member who, in any one school year, has served for at least 75 percent of the number of days the regular schools of the District are in session shall be deemed to have served a complete school year. In case of evening schools, 75 percent of the number of days the evening schools of the District are in session shall be deemed a complete school year.
 - (ii) A unit member must actually teach no less than 135 days during a school year to gain credit for one (1) year of service. The effective date of this calculation is the first date of paid service in the District.
 - (iii) In the Independence Network, a unit member must teach no less than 180 days during a school year to gain credit for one (1) year of service. The effective date of this calculation is the first date of paid service in the District.

6.2 Probationary Status

- (a) Unit members who are employed for more than 60% of the hours per week considered a full-time assignment for permanent employees but who have not yet served for two (2) complete consecutive school years shall be designated as Probationary employees.
 - (i) For Probationary status, unit members must be assigned to teach for more than 18 hours per week.
 - (ii) For Probationary unit members in the Independence Network, unit members must be assigned to teach for more than 24 hours per week.

6.3 Temporary Status

- (a) Anyone who is employed to teach adults for not more than 60 percent of the hours per week considered a full-time assignment for permanent employees shall be classified as a temporary employee, and shall not become a probationary employee under the provisions of Education Code Sections 44929.25 and 44929.21 and may be released in accordance with Education Code Section 44954.
- (b) Unit members who are classified as temporary shall be employed on an hourly, as needed basis.

6.4 Permanent Status

- (a) Unit members who have been employed by the District for two (2) complete consecutive school years in a position requiring more than 60% of the hours per week considered a full-time assignment for permanent certificated employees and who are reelected for the next succeeding school year to a position requiring certification qualifications shall, at the commencement of the succeeding school year be classified as and become permanent employees of the District.
 - (i) A permanent unit member refers to any unit member working more than eighteen (18) hours per week who has completed his/her probationary period. The level of permanent status shall be equivalent to the average number of hours per week he/she worked during his/her probationary period.
 - (ii) A permanent unit member in the Independence Network refers to any unit member working more than twenty-four (24) hours per week who has completed his/her probationary period pursuant to the Education Code.

6.5 Work Schedule

- (a) Work Day and Work Year – workdays are scheduled in the Adult Education Program Calendar

- (b) Scheduling – unit members will be assigned to programs for which they are credentialed and experienced. Adjustments in assignments may be needed during the year depending on enrollment and necessary curricular changes. The District agrees to notify unit members of their assignment at the earliest possible opportunity. The District shall notify teachers of their tentative schedules, if feasible, twenty-one (21) calendar days prior to the start of each course.
- (c) Cancellation of classes – in the event that student enrollment does not meet minimum requirements after the initial two week evaluation of student enrollment numbers, the Director of Educational Options, or designee, will personally inform any instructor of the decision to decrease the instructors assignment and the date/time the decrease will take effect. A formal written notification will be given to the instructor five (5) workdays prior to the date of decrease in instructor assignment. In the interim the union and or the instructor may contact the immediate supervisor to discuss ways to avoid cancellation.
- (d) No assignment shall be shortened or curtailed by the District for the purpose of preventing a unit member from attaining enough hours to gain probationary or permanent status.
- (e) Whenever a unit member is asked to cover the class of an absent unit member because of the lack of an available substitute, said unit member shall be paid a stipend of \$32.00 per hour each hour of such coverage, in addition to the unit member's regular hourly rate of pay.

6.6 Break Time

- (a) Unit members teaching morning classes of three (3) or more hours in length are entitled to a morning break period. Unit members teaching afternoon classes of three (3) or more hours in length are entitled to an afternoon break period. Unit members teaching an evening class of three (3) or more hours in length are entitled to an evening break period.
- (b) Fifteen (15) minutes of break time is exclusively to be used as personal time for teachers.
- (c) For programs that schedule breaks longer than fifteen (15) minutes in length, meetings between supervisors or administrators and teachers may be scheduled during the remainder of the break time.
- (d) It is recognized by both parties that on occasion, due to circumstances beyond their control, unit members in the Independence Network will be required to work during unpaid lunch time. In such cases, such unit members will be entitled to thirty (30) minutes of compensatory time off.

ARTICLE 7: LEAVES OF ABSENCE

7.1 Granting Leaves of Absences

- (a) Employees shall keep their “leave address” current in the Human Resources Department.
- (b) This section shall not preclude the granting of leaves for illness described under other policy sections, which have been established by the Board of Education.

7.2 Sick Leave

- (a) A unit member’s absence from work due to illness or injury shall be designated as sick leave, and in accordance with policy, shall be paid leave.
- (b) Each unit member shall accrue one (1) hour of sick leave for each eighteen (18) hours of teaching.
 - (i) For employees who work 1080 hours per year, this equates to ten (10) days of sick leave per school year.
 - (ii) For employees who work full-time in the Independence Network (1440 hours per year), this equates to thirteen (13) days of sick leave per school year.
- (c) Unused sick leave shall be carried forward to the succeeding year and shall be cumulative.
- (d) A doctor’s statement may be required from a unit member who is absent as a result of illness.
- (e) Unit members returning to work from sick leave involving major surgery or illness shall be required to present a doctor’s release verifying medical permission to return to work.
- (f) The District agrees to annually provide unit members with a notice of their accumulated hours worked, typically in July. Unit members can request this information at other times by contacting the school secretary.

7.3 Requesting a Substitute

- (a) Unit members in the ESL, High School Diploma, and Adults with Disabilities program must notify their immediate supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for the services needed. Unit members in all other Adult Education programs will reschedule classes missed and/or secure a substitute in consultation with the Program Supervisor.

- (b) In order to obtain a substitute for a reason other than sick leave, unit members in the ESL, High School Diploma, and Adults with Disabilities program shall contact their immediate supervisor to arrange a substitute. When practical, if a unit member requests a specific substitute, the District will assign the substitute as requested.
- (c) Unless the number of days the substitute is to work is specified at the time of the request, the unit member is responsible to call his or her immediate supervisor each day of absence by no later than 2:00 p.m. if the substitute is to be retained. If the unit member does not call his or her immediate supervisor by 2:00 p.m., the substitute will be released. Substitutes are released on Friday unless otherwise notified. Failure to give adequate notice as provided above may be grounds for disciplinary action.

7.4 Extended Sick Leave with Differential Pay

Upon exhaustion of all accumulated sick leave, a unit member in the ESL, High School Diploma, and Adults with Disabilities program who would otherwise qualify for sick leave under provisions of this article shall receive, for no more than 100 days, the difference between his/her pay and the full cost of a substitute, whether or not a substitute is provided.

7.5 Personal Necessity Leave

- (a) The District shall grant personal necessity leave to unit members. Personal necessity means an urgent need or desire relating to or affecting a person privately or individually that the unit member cannot reasonably be expected to disregard and that necessitates attention and cannot be taken care of after work hours or on weekends. It may not be used for vacation purposes.
- (b) A maximum of seven (7) days (based on regularly assigned hours of work) of accumulated sick leave may be used in any school year for personal necessity leave.
 - (i) One (1) of the personal necessity leave day per school year may be used for a reason the unit member need not disclose. Unit members must request this personal necessity leave day at least two (2) business days in advance, unless an emergency prevents prior notification, and shall be allowed to mark a box on the request form indicating that the leave day is being taken without disclosing the reason.
 - (ii) The unit member shall not be required to secure advance permission for personal necessity leave taken due to the death or serious illness of a member of his/her immediate family or for an accident involving his/her person or property, or the person or property of a member of his/her immediate family.

- (c) The district may limit to no more than five percent (5%) of the members of the unit who may use personal necessity at any one time. Misuse of personal necessity leave is subject to disciplinary procedure.
- (d) The regular procedure of requesting a substitute teacher through the substitute office must be followed for personal necessity leave.

7.6 Bereavement Leave

- (a) A leave of absence with pay and without deductions from accumulated sick leave, not to exceed five (5) days within a seven (7) consecutive day period of time, shall be granted to a unit member due to the death of any member of his/her immediate family or any person who is a member of the immediate household of the member.
- (b) Immediate family is defined as: brother, sister, father, mother, spouse, registered domestic partner, child, or any grand/in-law/step relationship of those stated in this paragraph.
- (c) Any additional days requested beyond those provided by the Bereavement Leave section must be handled through the provisions under the section "Personal Necessity Leave."

7.7 Industrial Accident or Industrial Illness

Industrial accident or industrial illness shall be covered by the Santa Clara Unified School District in accordance with approved District regulations and State law.

- (a) All unit members are protected against injuries incurred on the job. A unit member is not protected against personal injury unless the accident is sustained in the course of employment. Where and when the accident occurs is not the chief factor, but rather whether or not the unit member was engaged in an assigned function of the school district. Accidents must be reported immediately.
- (b) The accident or illness must have arisen out of and in the course of employment of the unit member and must be accepted by the workers' compensation plan administrator as a bona fide injury or illness arising out of and in the course of employment.
- (c) Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, provided such period does not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident. This provision shall apply to all unit members of the District.

- (d) Allowable leave shall not be accumulated from year to year.
- (e) The leave under these rules and regulations shall commence on the first day of absence.
- (f) When a unit member is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity under Division 4.5 of the Labor Code, will result in payment to him/her of not more than his/her full salary.
- (g) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- (h) When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- (i) During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.
- (j) Any member receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- (k) Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

7.8 Jury/Legal Witness

Every unit member shall be entitled to take leave from his/her regular duties without loss of wages, sick leave, or other employment benefit for the purpose of responding to jury duty to which he/she has been summoned, or as a witness in court other than as a litigant or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

It shall be the responsibility of each person selected to serve on jury duty to notify his/her immediate supervisor, to make the necessary arrangements for a substitute, and to file the Request for Leave form.

Any amount paid for services on a jury or as a witness becomes due and payable to the District, except the unit member may retain any fee paid as a travel allowance.

7.9 Leaves of Absence Without Pay

Eligible unit members may apply for leaves of absence without pay for the following purposes:

- (a) Pregnancy-related disability leave
- (b) Military leave
- (c) Family and medical leave
- (d) Other reasons required by law or determined to be acceptable by the District.

Unit members should consult with the District Human Resources Department for eligibility for such leaves of absence without pay.

ARTICLE 8: JOB POSTINGS

8.1 Job Postings

- (a) The District shall email the Federation President with information concerning all Adult Education job postings at the time of posting. The parties agree that the District's consideration of a proposal for a new fee-based class shall not require a job posting or email notification to the Federation President.
- (b) Should the District use an on-line job posting service, including but not limited to EdJoin, for vacant bargaining unit positions, the District will notify the Federation President by either written or electronic communication that job posting information is available at the on-line service.

8.2 Vacancies

- (a) A vacancy exists whenever a new class is added to the bargaining unit or when a unit member vacates a class through resignation, termination, separation due to disability, or death. The District will notify the Federation of any vacancies being held for unit members whose hours have been reduced due to layoff or class closure. The parties agree that such vacancies do not require posting.
- (b) All vacancies shall be posted for no less than five (5) work days and remain open until filled. Each job posting notice shall contain the job title, description of assigned duties, minimum qualifications required of applicants, beginning and ending dates of the assignment, total number of hours of the assignment, number

of hours to be worked per week, the days of the week and times of day when the candidate is expected to complete the assigned duties, contact person and location of assignment. Postings shall be made on District-owned property in a place frequented by unit members throughout the District.

- (c) The District will notify the Federation President by email at least five (5) days before the date on which interviews will be held for vacant bargaining unit positions. The Federation President may appoint a bargaining unit member representative to serve on the interview panel and provide input on candidates. The District shall not be required to compensate the Federation representative for service on the interview panel and such service will not qualify for paid release time under Section 5.6 of this Agreement. The Federation President shall inform the District of the designated representative, if any. Interviews will not be postponed or cancelled because a Federation representative does not report on time or is unable to serve on the interview panel.
- (d) All unit member applicants for positions requiring an Adult Education credential with the required minimum qualifications shall be interviewed for vacancies for which they apply. Unit members will not be guaranteed an interview for positions that would increase their assignment to over 30 hours in a workweek, unless the hours sought are to replace existing hours.
- (e) Any current unit member who is denied a position may upon request meet with a Director of Adult Education and the program supervisor to discuss options for improving the unit member's prospects in future position recruitments.

8.3 Staffing

- (a) The District prepared date of hire list of bargaining unit members will be made available to the Federation in October of each school year. If the District announces a reduction in staffing, the Director will provide the then current seniority list within ten (10) days of the Federation request.
- (b) The District will give priority consideration to temporary unit members applying for vacant positions following the loss of a class due to cancellation over candidates who are not employed by the District, provided the temporary unit members are credentialed and qualified for such vacant position, do not have recent unsatisfactory performance evaluations, and do not have a pattern of class cancellations based on atypical student attrition rates.
- (c) The District shall give priority consideration to unit members applying for a transfer (i.e. from an evening to a day assignment or from an afternoon to a morning assignment) to a class that is substantially similar to their current assignment over outside candidates, provided the unit members are credentialed and qualified for such position, do not have recent unsatisfactory performance evaluations, and do not have a pattern of class cancellations based on atypical student attrition rates.

- (d) Unit members may apply to their Program Supervisor to be utilized as a substitute within the Adult Education program consistent with their credentials and qualifications. Substitute hours shall not count toward the achievement of probationary or permanent status, nor result in an increase in hours for probationary or permanent unit members. Compensation for each hour of substitute service shall be at the same hourly rate the unit member would receive in his or her regular assignment.

ARTICLE 9: SALARY

The salary schedule for bargaining unit members shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement.

ARTICLE 10: MEDICAL INSURANCE BENEFITS

10.1 Eligibility

Unit members will be eligible for prorated medical insurance benefits based on the actual average number of hours worked per week in the prior school year, provided that such unit members work an average of no less than fifteen (15) hours per week. Eligible unit members shall receive District-paid dental and vision insurance.

10.2 Premium Contribution

- (a) Effective July 1, 2016, the District shall contribute a maximum of \$957.15 per month (for 12 months of coverage) toward unit member medical insurance premiums. This amount is prorated as follows:

- 50.00% = 15.00 to 16.87 average hours per week during the prior school year
- 56.25% = 16.88 to 18.74 average hours per week during the prior school year
- 62.50% = 18.75 to 20.62 average hours per week during the prior school year
- 68.75% = 20.63 to 22.49 average hours per week during the prior school year
- 75.00% = 22.50 to 24.37 average hours per week during the prior school year
- 100.00% = 24.38 to 30.00 average hours per week during the prior school year

The employee shall contribute the remainder of the insurance premiums, if any, through payroll deduction. An IRC Section 125 plan is available to unit members to pay premium contributions on a pre-tax basis.

- (b) For part-time employees, the District shall contribute a prorated amount toward insurance premiums. The employee shall contribute the remainder of the insurance premiums for selected insurance options through payroll deduction. The amount of the District's contribution shall be prorated based on the percentage of full time that the employee is regularly assigned to work.

10.3 Option for Retirees to Purchase District Medical Insurance

To the extent permitted by law and the District's medical insurance carriers, unit members who were eligible for and received medical insurance benefits may continue to participate in District-offered medical insurance plans following retirement, and until they become eligible for participation in Medicare. The full cost of such participation in post-retirement medical insurance will be borne by the retiree.

ARTICLE 11: STRS SERVICE CREDIT (Effective July 1, 2009)

11.1 Definition of Full Time for Teachers Working the Regular School Year

For the purpose of complying with Education Code Section 22138.5, the number of hours of creditable service needed to attain a full year's service credit for teachers working the regular school year shall be 1080 hours (180 days times 6 hours per day).

11.2 Definition of Full Time for Teachers Working in the Independence Network Program

For the purpose of complying with Education Code Section 22138.5, the number of hours of creditable service needed to attain a full year's service credit for teachers working in the Independence Network program shall be 1440 hours (235 days times 6 hours per day).

11.3 Summer Session Hours

To the extent permitted by law, teachers in the regular school year program who work during the summer session may credit such hours to the 1080 hours needed for a full year's service credit. Hours of work beyond the 1080 hours shall be credited to the STRS Defined Benefit Supplemental Program. No unit member may earn greater than 1.0 STRS service credit.

ARTICLE 12: EVALUATIONS

Evaluation documents may be found in the staff section of www.santaclaraadulted.org.

12.1 Frequency of Evaluation

(a) Non-Permanent Unit Members

- (i) For Unit Members Regularly Assigned To Teach At Least Twenty (20) Or More Hours Per Week For At Least Twenty-Four (24) Weeks Per School Year

Non-permanent unit members who are regularly assigned to teach at least twenty (20) or more hours per week for at least twenty-four (24) weeks per school year shall be evaluated on a continuing basis according to the process provided in this Article. Normally, such non-permanent unit members shall have at least one formal classroom observation report, based on a mutually agreed-upon observation of no less than thirty (30) minutes, including Pre- and Post- conference. Non-permanent unit members who are covered by this subsection will have a second formal classroom observation report, based on a mutually agreed upon observation of no less than thirty (30) minutes, including Pre- and Post-conference. A Formal Evaluation Summary shall be completed each year.

- (ii) For Unit Members Regularly Assigned To Teach Less Than Twenty (20) Or More Hours Per Week For At Least Twenty-Four (24) Weeks Per School Year

Non-permanent unit members who are regularly assigned to teach less than twenty (20) or more hours per week for at least twenty-four (24) weeks per school year shall be provided evaluative feedback on their teaching performance by their program supervisor/administrator, shall complete and review with their program supervisor/administrator the SLO self-evaluation form, and shall receive a compilation of feedback from the course evaluations provided in their respective program. Unit members covered by this subsection may request that their teaching performance be observed or evaluated by their program supervisor/administrator. If the request is for an observation, the program supervisor/administrator shall schedule a mutually agreeable time of no less than twenty (20) minutes to observe the unit member while teaching, as well as time for a pre- and a post-observation meeting with the unit member to discuss the observation. If the unit member requests an evaluation process similar to that provided for in Section 12.1(a)(i), the program supervisor/administrator shall agree to reasonable requests to the extent operationally possible and if not possible the program supervisor/administrator shall provide the unit member with the reason for not being able to do so. The District reserves the right to observe or evaluate unit members covered by this subsection at its own initiative and within its exclusive discretion.

- (b) Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members shall have at least one formal classroom observation report, based on a mutually agreed-upon observation of no less than thirty (30) minutes, including Pre- and Post- conference. A Formal Evaluation Summary shall be completed each year the unit member is evaluated.

- i. Permanent unit members who have been employed at least ten (10) years with the school district and whose most recent evaluation rated the employee as meeting standards may be evaluated on a five-year cycle if the evaluator and the certificated employee being evaluated agree.
- ii. Permanent unit members given a rating of “Progress Not Satisfactory” in any domain on the Formal Evaluation Summary shall be formally evaluated each school year until successful completion of a Performance Assistance Plan prepared by the unit member’s evaluator or until the employee is separated from the District.

12.2 The evaluator shall be the unit members’ immediate supervisor and/or any other management employee who is so designated by the District management. Unit members who are being evaluated pursuant to this Article shall receive a one-time stipend of \$150.00 per evaluation cycle (in the June pay warrant) to compensate the unit member for participation in pre- and post-observation conference, as well as preparation of the self evaluation and gathering of evidence of student learning.

12.3 It is agreed that the evaluation of teachers during the term of this Agreement shall be conducted according to the following schedule:

(a) First Meeting: The unit member and program supervisor/ administrator will review the Teacher Evaluation Binder together, including the provisions of the Instructional Development Plan and this Article. The unit member and program supervisor/administrator will prepare a mutually agreed upon evaluation plan and schedule pertinent dates. In addition, the unit member and program supervisor/ administrator shall:

- (i) Set goals to be achieved in the areas described in this Article during the evaluation period and determine needs to successfully complete these goals.
- (ii) Hold the goal-setting conference, which shall include a preliminary schedule for formal classroom observations, post-observation conferences and the final summary evaluation.

(b) Throughout the evaluation cycle, the unit member will select and gather evidence that shows how students are achieving the SLOs and PSLOs. The program supervisor/administrator may also request that the unit member collect evidence of student learning not selected by the unit member. Example of evidence of student learning include:

- Attendance Sheets
- Course Evaluation Forms
- Course Outlines
- Daily agendas
- Documentation of student success

- Instructor Self-Evaluation-Parts I and II
 - Lesson plans
 - Pictures of student participation/work
 - Sample handouts and worksheets
 - Student demonstrations / participation
 - Student testing/ evaluation of learning (formal and informal)
 - Student work/portfolios
 - Student/Class Surveys
 - Instructor's Journal
 - Video and audio recordings of teacher instruction and/or student performance/ participation/ work
 - Other items approved in advance by the program specialist/administrator.
- (c) The unit member will complete and submit the PLSO Self-Evaluation Form.
- (d) The program supervisor/administrator will make one or more unscheduled, drop-in Classroom Observation in the unit member's class. The program specialist/administrator will also make scheduled "In-Depth" observations as provided in Section 12.1.
- (e) Second Meeting: The program supervisor/administrator will review with the unit member the evidence of student learning collected by the unit member. The unit member and program specialist/administrator will also review and discuss the unit member's PLSO Self Evaluation Form.
- (f) The program supervisor/administrator will complete the Formal Instructional Development Plan (IDP). The IDP will be based on the domains for Adult Education and 12.6 below.
- (g) Third Meeting: The program supervisor/administrator will review the IDP with the unit member. The program supervisor/administrator will also discuss elements to be included in the unit member's Professional Growth Plan
- (h) The unit member must submit a final Professional Growth Plan for approval by the program supervisor/administrator. Program supervisor/administrator may require modifications of the submitted plan.
- (i) The program supervisor/administrator will give a copy of the IDP and the final version of the Professional Growth Plan to the unit member and to the Human Resources Department to be placed in the unit member's personnel file.
- 12.4 The system will not be changed without mutual agreement between the District and the Federation.
- 12.5 A unit member's personal life shall not be made a negative part of the evaluation unless it is demonstrated that such actions have a detrimental effect on the performance of the unit member's duties.

12.6 Areas of Evaluation

The District shall evaluate and assess certificated unit member performance as it reasonably relates to:

- (a) the instructional techniques and strategies used by the unit member;
- (b) the unit member's adherence to curricular objectives;
- (c) the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities; and
- (d) the performance of non-instructional duties and responsibilities, including supervisory, participatory and advisory duties.

12.7 Instructional Development Plan

(a) Date of Completion

The IDP shall consist of the completed Evaluator Form and the Final Professional Growth Plan. All final evaluation conferences and final summary evaluations shall be completed. The evaluator shall prepare a IDP. All copies must be signed by the evaluator and the evaluatee. The evaluator shall transmit the original to the Human Resources Department and a copy will be sent to the unit member.

(b) Performance Assistance Plan

If the unit member is given a rating of "Unsatisfactory" in any section of the IDP, the evaluator shall initiate a "Performance Assistance Plan." The unit member will have an opportunity to participate in the Performance Assistance Plan. The evaluator must include the following on the Performance Assistance Plan:

- a list of areas performed in an unsatisfactory manner below District standards;
- a description of improvement required and programs/people available to provide assistance;
- a time period for demonstrating improvement; and
- a description of methods used to measure improvement.

The unit member is responsible for satisfactory performance. Completing improvement activities may not be sufficient to demonstrate satisfactory performance.

(c) Unsatisfactory Evaluation

If a permanent unit member is to be rated Unsatisfactory on a IDP, the evaluator shall notify the unit member prior to the issuance of the IDP.

(d) Response to Evaluation

The evaluatee shall have the right to initiate a written reaction or response to the evaluation and that response shall become a permanent attachment to the evaluatee's personnel file. The grievance procedure shall be utilized for disputes arising over procedural matters only. Questions of substance shall not be subject to the grievance procedure.

ARTICLE 13: PERSONNEL FILES

- 13.1 Material in the personnel file of a unit member, except as mandated by law, shall be made available for inspection by the unit member and appropriate management personnel of the district to review and/or copy. Upon specific written authorization by the unit member, other persons may review the unit member's file, or accompany the unit member in his/her review of the file.
- 13.2 Information of a derogatory nature, except as otherwise provided by law, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during the normal business hours of the district. For unit members required to perform service for the District during normal business hours and who work at a site other than where the records are stored, the District may, as an alternative, make the personnel records available for inspection at the place the unit member must report to work.
- 13.3 Material of a derogatory nature placed in a unit member's personnel file shall be dated and signed by the person who wrote it.
- 13.4 The contents of all personnel files shall be kept in strictest confidence. Access authorization must be obtained from the superintendent or designee.
- 13.5 A unit member may request the placement of material in his/her personnel file which he/she feels is pertinent to his/her professional career development, such as educational achievements, awards, certifications, and other recognitions of achievement. Any such request must be approved by the Administrative officer responsible for the personnel files.
- 13.6 A unit member or authorized union representative may submit an inventory of the unit member's personnel file's contents as of the date of inspection for inclusion in the file. The inventory is subject to verification by the Administrative officer responsible for the personnel files.

**ARTICLE 14: COMPLAINTS AGAINST UNIT MEMBERS
BY MEMBERS OF THE PUBLIC**

- 14.1 A charge or a complaint against a unit member by a member of the public shall be treated as confidential and shall not be made public by the District unless required by law.
- 14.2 A formal charge/complaint against a unit member by a member of the public shall be reduced to writing and signed by the person making the charge. A copy of the written charge/complaint shall be provided to the unit member no later than ten (10) days following receipt of the charge. The unit member shall be permitted to submit within ten (10) days a written response. The response shall be attached to the written charge. The requirement that complaints against unit members be in writing and signed by the person making the complaint shall not apply in situations in which the law or circumstances would prohibit or prevent the enforcement of a signed written complaint. Such circumstances include but are not limited to the following:
- (a) When a limited English proficient student lacks sufficient writing skills to reduce the complaint to writing.
 - (b) When a student is unable and/or unwilling to reduce the complaint to writing due to physical or mental disability.
 - (c) When the District is legally obligated to investigate a credible anonymous or unwritten complaint.
 - (d) When a victim of sexual harassment is unwilling to reduce the complaint against the alleged harasser to writing.
- 14.3 The superintendent/designee shall conduct an investigation to determine the merit of the complaint. This investigation shall include a meeting between the superintendent/designee and the unit member. The unit member shall be informed of his/her right to representation by the Federation prior to the meeting.
- 14.4 Any disciplinary action taken against a unit member shall be consistent with discipline procedures of this agreement. In the event that a grievance is filed, any proposed disciplinary action shall be stayed until such procedures have been exhausted or, in the event of an arbitrator's ruling, sustained. No disciplinary action shall be taken against a unit member on the basis of an unsubstantiated charge.

ARTICLE 15: DISCIPLINE

15.1 For Cause

No unit member shall be disciplined without cause.

15.2 Discipline Process

- (a) Any matter that could result in the imposition of discipline shall be investigated by the appropriate management representative.
- (b) The investigation shall include a fact-finding interview with the affected unit member.
- (c) The unit member may be accompanied by a union representative if he/she so desires.
- (d) Within ten (10) working days of the investigation, the unit member shall be provided notice of any intended disciplinary action.
- (e) The unit member shall have the right to respond in writing to the allegations contained in the notice of discipline. The response shall be submitted to the personnel file.
- (f) The burden of proof to support the discipline rests with management.
- (g) Discipline resulting in suspension or dismissal may be appealed to the grievance procedure.

15.3 Progressive Discipline

In handling disciplinary matters it is intended that discipline shall be commensurate with the offense and that, whenever appropriate, progressive steps shall be utilized, unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. The principle of progressive discipline is that in appropriate situations less serious discipline shall be applied before more serious forms of discipline. Progress levels of discipline include the following:

- (a) Verbal warning
- (b) Written reprimand
- (c) Suspension without pay for up to ten (10) days as provided in Government Code Section 3543.2(b).
- (d) Termination

15.4 Immediate Suspension in Extraordinary Circumstances

Nothing in this policy shall prohibit management from immediately suspending an employee, upon giving notice to said employee of their intention to recommend termination, in those cases involving acts of gross misconduct or malfeasance such as the "Grounds for Dismissal" outlined in Education Code 44932.

ARTICLE 16: GRIEVANCE

16.1 Definitions

- (a) *“Grievance”* - A grievance is a claim that the aggrieved has been adversely affected by a violation, misinterpretation, misapplication, or omission of a specific provision of this Agreement. Actions to challenge or change this Agreement, or the initiation of Education Code dismissal procedures shall not be subject to this Article.
- (b) *“Day”* - For the purposes of this article only, a day is a calendar day. Days during holiday breaks in which the Adult Education Office is closed shall not be counted toward the number of days required to submit grievances or appeals to subsequent levels of the grievance procedure or for responses to grievances or such appeals.
- (c) *“Program Supervisor”* - The program supervisor is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- (d) *“Aggrieved”* - The aggrieved is an employee or group of employees making the claim. The Federation may file a grievance on behalf of an employee or group of employees.
- (e) *“Group Grievance”* - A group grievance is a grievance which involves the same or similar factual situation and the same District management employee, provided the claim is signed or initialed by those involved in the group grievance.
- (f) *“Representative”* - A representative shall be a person chosen by the Federation to represent the aggrieved.

16.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Both parties agree that an effort will be made to continue progress toward resolution of grievances whose time lines are interrupted by unit members' vacations. Time limits at Formal Levels 1-3 may be extended by the mutual agreement of both parties.

16.3 Steps of Grievance

- (a) Informal

Within fifteen (15) days of the event or within fifteen (15) days of when the aggrieved could reasonably be expected to know of the event which gives rise to the grievance, the aggrieved shall meet informally with his/her immediate

supervisor and tell the supervisor that the meeting is an informal grievance meeting pursuant to this Article. The aggrieved may, at his/her option, request that a Federation representative be present at all informal meetings.

(b) Formal

(i) Level 1 – Program Supervisor

If the grievance is not settled at the informal level, the aggrieved, within fifteen (15) days, shall submit a formal written statement of the grievance to the immediate/program supervisor requesting a written answer. This statement shall include specific contract item(s) in dispute, a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the date of the alleged act or omission. The supervisor shall communicate a decision to the employee in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a conference with the other party.

(ii) Level 2 - Superintendent or Designee

If not satisfied with the decision at Level 1, the grievant may, within fifteen (15) days, submit a request in writing to the superintendent or designee for a decision. The superintendent or designee shall review the record of the prior steps and convey his/her decision to the aggrieved within fifteen (15) days. Within the above time limits, either party may request a conference with the other party. If the grievant(s) fails to meet any of the above timelines, the grievance shall be dissolved.

(iii) Level 3 – Arbitration

If the aggrieved is not satisfied with the disposition of the grievance at Level 2, or if the time limits expire without issuance of the superintendent's written reply, the Federation, within fifteen (15) days, may submit the grievance to final and binding arbitration. In such cases, the parties shall request a list of arbitrators located in Northern California from the California State Conciliation Service.

If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator at the time the grievance is heard. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.

If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties request one transcript, the cost of the transcript shall be divided equally between the district and the Federation.

A representative of the Federation and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within fifteen (15) days of the receipt of the list by both parties.

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days, unless mutually agreed otherwise.

The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Federation and the provisions of this procedure. The arbitrator's award shall be final and binding on both parties.

The arbitrator's decision will be in writing, will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted, and will be issued within thirty (30) days of the submission of final written argument by the parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. A copy of the award will be submitted to the superintendent, the aggrieved, and the Federation.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Federation. All other costs will be borne by the party incurring them.

Upon mutual agreement of the District and the Federation, the arbitration may proceed under expedited rules of the American Arbitration Federation and notice of such agreement shall accompany the request for a list of arbitrators.

16.4 General Provisions

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

- (b) In the event a grievance is filed at such time that it cannot be processed through all levels of the procedure by the last working day of the school year, the time limits set forth herein will be reduced upon mutual agreement, so that the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.
- (c) For Levels 1 and 2 of the grievance procedure, an employee may be represented by himself/herself or by representatives of the Federation.
- (d) The Federation in alleging that a policy or practice of the District has violated the terms of the Agreement may initiate a grievance at Level 2.
- (e) Forms for filing grievances and other related documents will be developed jointly by the superintendent and the Federation and shall be available at the District Office, each school, and the Federation Office.
- (f) The parties in interest agree to make available to each other all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- (g) A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level. When the aggrieved is not represented by the Federation, the Federation shall be informed of the decision and have the right to present in writing its views on the grievance at all steps of the procedure.
- (h) No party shall take reprisals affecting employment status of any member of the unit, party in interest, any Federation representative, or any other participant in the procedure by reason of such participation.
- (i) Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.
- (j) When it is necessary for a representative designated by the Federation to attend an arbitration hearing during the day, the representative will, upon notice to the representative's principal or immediate supervisor by the President or designee of the Federation, be released without loss of pay to participate in the foregoing activities. Any member of the unit who is requested or required to appear in such hearings as a witness and the grievant shall be accorded the same right.
- (k) If the Federation and the superintendent or the superintendent's designee agree in writing, the grievance may be brought directly to arbitration.

ARTICLE 17: EMPLOYEE SAFETY

- 17.1 The District shall provide and maintain a safe place of employment.
- 17.2 The District shall not require any unit member to work under unsafe or hazardous conditions as objectively determined by the District. A unit member is responsible to report in writing, unsafe facility conditions to his/her immediate supervisor. The supervisor shall respond within five (5) working days, in writing, what steps have been or will be taken to ameliorate the unsafe condition.
- 17.3 If a unit member is attacked, assaulted, or physically threatened, it shall be the duty of the unit member, and his/her immediate supervisor to promptly report the incident to the appropriate law enforcement authorities. (Education Code Section 44014.)
- 17.4 Unit members may use reasonable force to protect themselves from attack or any other action which threatens physical injury, or if necessary, to disarm persons in possession of weapons or other dangerous objects.
- 17.5 All District-owned classrooms will be equipped with telephones that have direct access to an outside line.
- 17.6 Any unit member requesting a locking cabinet or drawer within the classroom will be provided one. If the classroom is not compatible to such space, one will be granted elsewhere on site.
- 17.7 In the event that a school site loses its electricity, water, heat or use of its restrooms, and the site administrator determines after investigation that an unsafe condition exists, appropriate action shall be taken, which include notification of staff and which may include dismissal of students. This determination shall be made and reported to staff within the same school day that it occurs.
- 17.8 The District will provide to unit members working with severely mentally and physically disadvantaged students a mobile telephone or other appropriate device for emergency communications for any off campus activity without supervisory personnel present.
- 17.9 The District shall provide unit members working, in District-owned locations or at times, when a site administrator is not on duty with written campus security policies and procedures sufficient to allow an independent unit member response to unsafe conditions.

ARTICLE 18: NO STRIKE, NO LOCKOUT

The Federation and the District agree that the differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Federation, in consideration of the terms and conditions of this Agreement will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties, as required in this Agreement, and will undertake to exert its best efforts to discourage any such

acts by any employees in the bargaining unit, including compliance with the request of other labor organizations to engage in such activity. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement will not authorize or permit any lockout of bargaining unit members covered by this Agreement.

ARTICLE 19: CONTRACT CLAUSES

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein.

ARTICLE 20: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties shall meet not later than thirty (30) calendar days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 21: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, District policies are subject to change by action of the Board of Education in public session, consistent with the requirements of the Educational Employment Relations Act.

ARTICLE 22: TERM

The term of this agreement is July 1, 2016, through June 30, 2019; and thereafter shall continue in effect year by year, unless one of the parties notifies the other, in writing, no later than March 15, 2019, of its request to modify, amend, or terminate the Agreement.

The parties agree that this Agreement may be reopened for the 2017-2018 school year for total compensation, medical insurance benefits, and one (1) other article of each party's selection, provided the party wishing to reopen negotiations notifies the other, in writing, no later than October 15, 2017 of its request to modify or amend the Agreement.

The parties agree that this Agreement may be reopened for the 2018-2019 school year for total compensation, medical insurance benefits, and one (1) other article of each party's selection, provided the party wishing to reopen negotiations notifies the other, in writing, no later than October 15, 2018 of its request to modify or amend the Agreement.

**On Behalf of the Santa Clara
Unified School District**

**On Behalf of the California Federation
of Teachers, AFT, Local 6343**

By: _____

By: _____

Dated: _____

Dated: _____

Appendix A

2016-2017

(Includes Board Approved 9.5% increase effective 7-1-2016)

Hourly Certificated Teacher Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hours	0-1920	1921-2880	2881-3840	3841-4800	4801-5760	5761-6720	6721+
Hourly Rate of Pay	\$36.64	\$38.04	\$39.42	\$40.80	\$42.19	\$43.57	\$44.95

Hourly Independence Network Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hours	0-1920	1921-2880	2881-3840	3841-4800	4801-5760	5761-6720	6721+
Hourly Rate of Pay	\$38.11	\$39.56	\$41.00	\$42.43	\$44.22	\$45.31	\$46.76

Hourly Transition Specialist Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hours	0-1920	1921-2880	2881-3840	3841-4800	4801-5760	5761-6720	6721+
Hourly Rate of Pay	\$37.37	\$38.80	\$40.21	\$41.62	\$43.37	\$44.45	\$45.89

When hiring new unit members in block grant funded positions, the District may in its discretion grant salary schedule credit for relevant previous adult education teaching experience on an hour-for-hour basis up to 3850 hours of such prior experience. This would mean that for qualified candidates with previous experience, the District could grant initial salary placement up to Step 4.

Appendix B

Expectations for Instructor's Job Performance

Curriculum

- Provides instruction that reflects the Student Learning Outcomes and Program Learning Outcomes, goals, and objectives of the program, school and district where appropriate.
- Plans, organizes, and effectively uses instructional time to maximize student learning (identifies daily objectives, uses course outlines to guide learning).
- Provides an effective program of instruction that uses a variety of teaching materials and techniques, and is based on needs and capabilities of individuals or learner groups.
- Demonstrates knowledge of subject matter in assigned classes.
- Incorporates formal and informal feedback and data in order to improve course content and/or retain students.

Environment

- Develops and maintains a learning environment appropriate for class activities and the norms of adult education (adult materials, seating arrangements, etc.).
- Takes necessary and reasonable precautions to provide a safe environment for learners, and takes proactive steps to protect equipment.
- Demonstrates the interpersonal skills and sensitivity to communicate appropriately and work effectively with learners, co-workers, and community.
- Demonstrates sensitivity to learner diversity.
- Provides a supportive environment that fosters learner participation and interaction.

Assessment

- Evaluates learner progress on an ongoing basis and uses assessment information to give feedback, plan and modify instruction (e.g. CASAS records, informal and formal testing, learner work, formal and informal surveys).

Administrative

- Begins instruction on time.
- Assists in the selection of books, equipment, and other instructional materials.
- Maintains and submits records and forms as required by law, school policy and administrative regulations (e.g. attendance, accountability procedures, course outlines, credentialing).
- Attends and participates in staff, department, and district meetings when requested.
- Plans and engages in relevant professional growth activities.
- Performs related duties as assigned by administration (accreditation process, compliance reviews).
- Leaves the classroom clean, orderly and in the condition in which it was found.

SANTA CLARA UNIFIED SCHOOL DISTRICT
Adult Education Bargaining Unit

Grievance Form

Reference Article 16, Grievance Procedure of CFT agreement with SCUSD.

Date Incident Occurred: _____

Date of Informal meeting _____ within 15 days of occurrence, with _____
Evaluating
Administrator/Manager

TO: _____
Name of Respondent Title Work Location

FROM: _____
Name of Grievant Title Work Location

GRIEVANCE LEVEL: (Please check one)

- LEVEL 1 TIMELINE:**
 - a) Within 15 days of informal meeting _____, present grievance in writing to supervisor.
date
 - b) Within 15 days of supervisor's receipt of grievance, grievant should receive written response from supervisor.

- LEVEL 2 TIMELINE:**
 - a) Within 15 days, if employee disagrees with supervisor's Level 1 response, appeal in writing to Superintendent or designee.
 - b) Within 15 days receipt of grievance, Superintendent or designee to provide written decision to grievant.

ARTICLE VIOLATED: _____ SECTION VIOLATED: _____

Statement of problem identified by grievant: _____

Remedy sought by grievant: _____

Signature of Grievant: _____ Date: _____

Level 1: Original: Administrator/Manager Copy: HR Copy: Employee
Level 2: Original: HR Copy: Administrator/Manager Copy: Employee

Side Letter: Adult Education Course Availability for Teachers – January 23, 2014

The District agrees that probationary and permanent bargaining unit members may apply to take Adult Education courses offered by the District without having to pay the enrollment fee consistent with the following:

- a) The class must already have a sufficient enrollment of students to be considered financially viable and must not be over-subscribed with paying students;
- b) Unit members applying to take a class without paying the enrollment fee will be placed on a “teacher’s list” and will not be confirmed as admitted to the class until twenty-four hours before the start of the class;
- c) The unit member would be personally responsible for any material and/or testing costs;
- d) Only two non-paying unit members may take any one class;
- e) Unit members may take only one class without paying the enrollment fee per term;
- f) Unit members will not be admitted to a class that has a waiting list of paying students;
- g) In classes for which the regular student fee is \$150.00 or more, non-paying unit members may be displaced after the start of class in order to accommodate late enrollment of paying students;
- h) Enrollment of non-paying unit members will be on a first-come, first-served basis.

