

CONTRACT

BETWEEN

JEFFERSON UNION HIGH SCHOOL DISTRICT (JUHSD)

AND

AFT LOCAL 1481, AFL-CIO
(THE AMERICAN FEDERATION OF TEACHERS)

ADULT SCHOOL CERTIFICATED UNIT (ADULT)

2021-2024

ADULT SCHOOL CERTIFICATED UNIT 2021-2024
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ARTICLE I PREAMBLE*

The school district and the American Federation of Teachers recognize that they have a responsibility to work toward the achievement of a quality education for every student in the district.

With the advent of a collective bargaining relationship, the Board of Trustees and the American Federation of Teachers, the unit members' exclusive representative, have embarked upon a democratic method of problem solving. As the parties pursue their individual interests with mutual respect, understanding and cooperation, their efforts will merge to produce the common goal of quality education in the Jefferson Union High School District.

To this end they have jointly entered into this agreement.

ARTICLE II DEFINITIONS

- A. Day School Teachers or Day Certificated Unit Members: All day credentialed and/or day licensed employees covered by this agreement (for example: day certificated teachers; special services personnel; occupational therapists; psychologists; librarians; counselors).
- B. Day, Work Day and School Day: A day when Adult School Cert Unit Members are required to be in attendance.
- C. Employer or District: Jefferson Union High School District Board of Trustees or its designee.
- D. Exclusive Representative or Union: American Federation of Teachers Local 1481, AFL-CIO.
- E. Full time teachers or Adult School Certificated Unit Members: Adult School Teachers and Adult School Cert Unit Members (including Adult School Teachers on Special Assignment) teaching/working twenty four (24) hours or more per week.
- F. Permanent or Tenured: Every probationary Adult School Unit Member who has been employed by the district for two (2) complete consecutive school years and has worked sixty percent (60%) of full time, fourteen hours and 24 minutes (14.4 hours) or more in a position or positions requiring certificate qualifications and is re-elected for the next succeeding school year to a position requiring certificate qualifications. Their tenure shall be for service equivalent to the average number of hours per week that they have served during their probationary years.
- G. Posting: A document shared via district email or shared electronic drive to all employees and the union.
- H. Principal/Director/Designee or Site Administrator: Chief administrator or their designee.
- I. Probationary: Any unit member who has taught over sixty percent (60%) of full-time hours as defined by this contract for a period of two (2) consecutive years or less.
- J. Retirement: Retirement under the State Teachers Retirement System or, where applicable, to the Public Employees Retirement System.
- K. School site: Any work location or functional division or group in which a grievance may arise.
- L. Semester: Fall, Spring, or Summer adult school sessions.
- M. Seniority: For the purposes of this collective bargaining agreement and as it pertains to assignments, transfers, additional hours, and layoffs it shall be determined in the following manner: Seniority in the unit shall be based on regular hours of paid service. There shall be only one (1) seniority list for the purpose of this contract. The list shall include name, date of hire, hours of paid service and job title. When computing hours in paid status, all hours accumulated by a unit member (other than substitute hours) shall be counted in the compilation of hours for the purpose of establishing seniority.

- N. Substitutes/Adult School Substitutes: A substitute hired for class coverage.
- O. Superintendent: Chief administrative officer of the district or any designee upon whom the superintendent has conferred authority to act in their place.
- P. Teacher or Adult School Certificated Unit Member: Any member of the bargaining unit.
- Q. Temporary: Any unit member who teaches/works sixty percent (60%) of full time, fourteen hours and 24 minutes (14.4 hours) or less.
- R. Union Representative: Any union representative upon whom the union has conferred the authority to represent the union.
- S. Work Sites: District work sites.

ARTICLE III RECOGNITION

Pursuant to action of the Board of Trustees of the Jefferson Union High School District, hereafter referred to as the "DISTRICT" or "EMPLOYER" and as certified by the Educational Employment Relations Board, the American Federation of Teachers Local 1481, AFL-CIO, hereafter referred to as the "UNION", is recognized as the exclusive representative of the following unit of Adult School Certificated employees:

Included: All certificated adult school unit members.

Excluded: Management employees as described in SB 160, specifically: superintendent; deputy superintendent; associate superintendent; directors of business services, curriculum/vocational education, classified personnel/bilingual, pupil personnel, adult education; directors; principals; vice principals; and management coordinators functioning at the school site or district levels. Per diem substitutes are excluded. Regular day school certificated employees are excluded.

JOB DESCRIPTIONS

- A. The district will provide job descriptions clarifying duties, responsibilities, and district expectations for each position.
- B. The union will have the opportunity to review job descriptions before Board of Trustees adoption.
- C. Job descriptions are available on Board of Trustee agendas and upon request.

ARTICLE IV UNION SECURITY AND RIGHTS*

A. UNION SECURITY

1. Deduction of Union Membership Dues

The employer agrees to deduct the union membership dues from the pay of all workers who are members of the union. The amount to be deducted shall be certified to the employer by the treasurer of the union. The aggregate deductions of all unit members shall be remitted to the union within seven (7) working days, together with a written statement of names of the unit member for whom deductions were made. The statement of names shall be coded in a mutually agreed upon manner to indicate new hires, leave status and terminations. This authorization will remain in effect and shall be irrevocable unless the unit member revokes it by sending written notice to The Local during the period not less than thirty (30) days and not more than forty five (45) days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and The Local, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless the unit member revokes it in writing during the window period, irrespective of membership in The Local. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

2. Non-Discrimination

The Board agrees to comply with the provisions of Titles VII and IX of the 1972 Civil Rights Act, as amended in 1972.

B. UNION RIGHTS

The exclusive representative shall have the right to appear on the board of trustees' agenda and to speak on any issue of said agenda, pursuant to the board of trustees' rules relating to the conduct and procedures to be followed at board meetings. Copies of the agenda and supporting materials will be provided to the union prior to the scheduled board meeting.

1. Copies of the Board agenda and supporting documents will be available on the JUHSD website.
2. Tuesdays shall be reserved for unit member organization meetings. The last working Tuesday of the month, except the month of December, shall be reserved for District purposes.
3. A reasonable number of meetings for negotiations involving this agreement or future agreements shall be at no loss of pay for union representatives. The superintendent and the union shall mutually agree upon such release time.
4. The union may designate a reasonable number of representatives to attend, without loss of pay, a reasonable number of meetings and conferences where it is demonstrated that such attendance is necessary to fulfill their legal responsibilities as the exclusive representative. In addition, the union may designate a reasonable number of representatives to attend a reasonable number of meetings and conferences on union business at no cost to the district. The superintendent and the union shall mutually agree on a reasonable number.
5. Copies of all agreements and addenda thereto between the parties shall be available on the JUHSD Website within thirty (30) days after final agreement proofreading and signage. The employer agrees to meet with the Union within fifteen (15) days after ratification of this agreement for the purpose of proofreading the agreement.
6. Union representatives shall be given reasonable release time from their duties with pay for meetings with the employer for purposes of meeting and negotiating, processing grievances at levels I and II, or on arbitration proceedings, provided that the superintendent has approved such release time. If such meetings extend beyond 11:00 p.m., the representatives will be excused with pay from their duties the following day.
7. Changes affecting unit members' wages, benefits, or working conditions shall be communicated in writing to the union prior to implementation. Such changes that are within the scope of bargaining shall be negotiated with the union.
8. Union representatives shall have the right to study the adult school master schedule for each semester and for summer session before it is finalized in order to bring any contractual violations to management's attention.
9. The district will send copies of the master schedule to the union when it is finalized at the beginning of each semester and summer session and whenever it is changed.

C. NEW HIRE ORIENTATION AND BARGAINING UNION INFORMATION

The district shall provide the Union mandatory access to its new employee orientations. The union shall receive notice ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

The District shall provide the contact information of all new hires within thirty (30) days of the date of hire or by the first pay period of the month following hire. Information provided to the Union will include name, date of hire, job title, department, work site, work phone, home/mobile phone, district email, personal email address, and home address to the degree that such information is available.

In the event that the District conducts an annual group orientation, the Union shall have up to thirty (30) minutes of paid exclusive presentation time at the orientation.

In the event of a new hire mid-year, the Union shall contact the new hire and the new hire's supervisor to schedule paid fifteen (15) minutes during work time of exclusive presentation at a mutually acceptable time and location.

ARTICLE V DISTRICT RIGHTS*

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, except as otherwise specified in this collective bargaining agreement. Included in but not limited to

those duties and powers are the rights: 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, modify, sell, or lease facilities; establish budget procedures and determine budgetary allocation; determine methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

ARTICLE VI FAIR PRACTICES*

The District shall not discriminate against any bargaining unit member on the basis of any protected class or status defined by state or federal law.

ARTICLE VII PERSONNEL FILES*

- A. A personnel file shall be kept at the District office; personnel files also may be kept at the work site(s) where the unit member is assigned. Secret files shall not be kept.
- B. Unit members shall have the right to inspect their files and reproduce their contents.
- C. Personnel files may not include information obtained prior to employment, exclusive of employment documents.
- D. Information of a derogatory nature shall not be entered or filed in an unit member's personnel file until the unit member is given notice and an opportunity to comment in writing thereon. Unit members may review their personnel files. Information found to be false shall be removed from the file.
- E. Any person placing written material(s) in an unit member's personnel file shall sign and date such material(s).

ARTICLE VIII EMPLOYEE SAFETY

A. GENERAL PROVISIONS

- 1. The district and the union agree that the safety of each employee of the Jefferson Union High School District is a concern of the employer and the union.
- 2. Management agrees it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding the health and safety conditions of unit members.
- 3. It is also agreed that unit members are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Each unit member has the additional responsibility of reporting unsafe conditions or equipment to their director.
- 4. Off street paved parking facilities for each unit member shall be provided for at the five (5) high school sites. During school hours these facilities shall be maintained and identified for the use of school personnel and adult visitors. The employers shall neither assume responsibility nor be held liable for acts of vandalism or other damages which occur in the parking lots.

2. PERSONAL SAFETY

- 1. The employer and the union agree that students must be held accountable for their conduct in the classroom, on campus, and at school-sponsored events.
- 2. A reasonable course of action may necessitate the use of force to protect oneself from attack, to protect another person, to protect property, or to quell a disturbance threatening physical injury to others. Reasonable force shall mean the same degree of physical control a parent would be legally privileged to exercise and can only be determined on a case-by-case basis.

3. Unit members may drop a student from Adult School if the student's actions threaten the physical safety of students in the unit member's charge.
4. When any unit member acting in the performance of their duties is attacked, assaulted, or threatened with bodily harm by the student, the unit member or any other employee who has knowledge of such incident shall report the same to the principal/director/designee. The employer shall give support as follows:
 - a. The principal/director/designee shall notify the law enforcement authorities and the superintendent.
 - b. The employee's signed report of the incident shall be sent to the law enforcement authorities, the superintendent and the union by the principal/director/designee.
5. Unit members shall practice fair disciplinary procedures. The administration shall support unit members in their disciplinary efforts to ensure a proper learning environment.
6. The employer shall provide professional liability insurance for all unit members at the district's expense.
7. The employer shall provide information within legal limits as required by the unit member.
8. The employer shall submit an accident insurance form to the district's insurance carrier.
9. A copy of the district's emergency procedures shall be sent to the union within ten (10) days of ratification of this agreement.
10. A unit member shall not forfeit sick leave or personal leave for any absence that arises from such an assault. For work-related accidents, illness or injury, see Article XI, Leaves.

ARTICLE IX HOURS AND ASSIGNED DUTIES

A. HOURS

1. Unit members shall be in their classrooms/office at the beginning of the class period and shall remain at least until the end of the class period.
2. Unit members will not be required to substitute for their absent colleagues. Volunteer unit members shall be paid the established hourly rate (See Article X Salary, Section B Substitute Wage Schedule).
3. Unit members are paid by the hour, to the nearest quarter hour, for the work outlined in this contract.
4. Changes affecting members' wages, benefits, or working conditions shall be communicated in writing to the union prior to implementation. Such changes that are within the scope of the bargaining shall be negotiated with the union.
5. Unit members are provided paid preparation time equal to 10 minutes of each hour of assigned working time. This time is intended for the following uses:
 - a. Time needed in preparation of classes
 - b. Enter attendance in cases where a unit member is in a facility that does not have computer access during class.
 - c. Printing and submitting attendance sheets.
 - d. Keeping track of and submitting timesheets to the office at the primary Jefferson Adult School location, or completing this remotely should an online option be developed.
 - e. Professional duties such as, brief meeting, emails, and preparing departmental meeting notes and agendas.

B. WORK YEAR

The unit member work year shall be negotiated annually and reflected on the school calendars.

C. FACULTY MEETINGS

1. Unit members will be given release time or pro rata pay for attending faculty meetings called by the administration. Meetings related to grants will be funded at the rate provided by the grant but in no case less than fifteen (15) dollars per hour.
2. Faculty meetings called by the principal/director/designee shall be scheduled when the majority of unit members are able to attend.

3. Copies of a tentative agenda for faculty meetings will be shared via email or shared electronic drive of unit members at least three (3) days prior to the meeting.
4. At the conclusion of each faculty meeting the union shall be given time for reports and information.

D. ONLINE EDUCATION

1. In order to address the existing uses of online education in Adult Education, the District will identify and provide to the Union any current online education practices that were used during the last two school years.
2. The District shall approach the Union whenever it attempts to implement new online education practices as part of their program so that we can discuss how the class(es) will be piloted.

ARTICLE X SALARY

A. BASIC SALARY SCHEDULE

1. Salary Schedules: Appendix A
2. \$800 added to the above schedule annually for earned Master's degree(s) and for an earned Doctorate degree(s) for full time unit members and \$600 for a second Masters or Doctorate for a maximum stipend of \$1,400. This amount will be prorated for part- time unit members.
3. A unit member will advance on the salary schedule when they have taught two semesters. No more than one (1) step can be earned in a fiscal year.
4. Unit members new to the adult school will be placed on Step 1 unless they have prior teaching experience in an accredited institution. Those with one year of full-time contracted experience will be placed on Step 2. Those with two (2) or more years of full-time contracted experience will be placed on Step 3.
5. Unit members required to submit TOPS reports or other documentation for the administration of an adult school program shall be compensated with a one-hour stipend per class at their normal hourly wage if the work required additional time outside the instructional hours, limited to one (1) hour per semester class. This agreement does not reduce the grant-funded TOPS report compensation for ESL unit members in the Adult School unit.
6. All new unit members shall receive credit for up to two (2) years prior teaching experience (day and adult) in an accredited institution.
7. Leave replacement service in this district is counted toward step advancement.
8. Unit members who sit on the San Mateo County Consortium, Steering Committee will receive a stipend of \$1,500 per year to be paid in two (2) installments of \$750 per semester.

B. SUBSTITUTE WAGE SCHEDULE

Adult school hourly:

1. Step 1, except substitutes who have four (4) semesters experience with this district and have a B.A. Degree will be placed on Step 2.
2. For staff assigned during the current semester, their regular hourly rate.

C. MILEAGE

1. All unit members who use their automobiles to perform their assignments shall receive reimbursement at the authorized IRS rate per mile, as approved by the Board of Trustees. The principal/director/designee or district shall authorize such travel in writing in advance to the individual unit member.
2. This mileage will be made available to unit members who are traveling as a part of their assignment from one site to another during any one day assignment or evening assignment.
3. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.

D. INCREMENTS

Steps will be provided each year for the term of the contract.

E. PAYCHECKS

1. Unit members shall receive their monthly paycheck on the last working day of the month unless superseded by the County Office of Education pay date schedule, but no later than the last calendar day of the month. The district shall publish a calendar of pay dates on the district website at the beginning of the fiscal year. September and October hours of all full-time unit members will be averaged so that paychecks for those months are made in two equal amounts.
2. All paychecks shall be itemized to include the following: gross pay, tax shelter annuities, federal income tax, state income tax, OASDI, retirement, voluntary deductions, net pay, insurance deductions, dues, credit union, total other, less contributions, and total deductions.
3. A statement of class, step, and rate of pay accrued for all unit members will be included with the first paycheck following any change in any of these items and for all new unit members. Additionally, a statement of accrued sick leave shall be distributed to each unit member annually.
4. Any payroll errors resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than fifteen (15) calendar days after the unit member provides notice to the payroll department.

F. BENEFITS FOR SURVIVING SPOUSE

District-paid medical and dental benefits for surviving spouse or registered domestic partner and dependents shall continue for a period of thirty six (36) months following the death of the unit member. In the event no carrier allows survivor buy-in rights, a surviving spouse of a bargaining unit member may elect, at their expense, to continue enrollment in the district's medical and/or dental plans due to COBRA legislation at 102% of district cost. Medical may continue for a period of thirty-six (36) months or Medicare eligibility, whichever comes first. Dental may continue for a period of thirty-six (36) months. Spouses who elect to continue enrollment in a group plan(s) shall submit premium payments to the district by the twenty-fifth (25th) day of each month.

G. SUPPORT SERVICE UNIT MEMBERS

Support service unit members authorized to perform work prior to and/or beyond the defined work year shall receive 100% pro rate wages.

ARTICLE XI LEAVES

A. PAID LEAVES

1. Bereavement Leave

- a. Any unit member shall have the right upon request and application to three (3) days bereavement leave. In cases where out of state travel is required, two (2) additional days shall be authorized. Said leave shall be at full pay and shall not be chargeable to sick leave. In the event of death of a spouse, parent, step- parent, child or step-child, the unit member shall have the right to five (5) days bereavement leave. Said leave shall be at full pay and shall not be chargeable to sick leave.
- b. Bereavement leave (other than that granted for the death of a spouse, parent, step-parent, child or step-child) shall be authorized in the event of the death of the following persons: grandmother, grandfather, grandchild, aunt, uncle of the unit member or of the spouse of the unit member, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, or any relative or resident living in the unit member's household.

2. Industrial Accident and Illness Leave

A unit member shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- a. The accident or illness shall have arisen out of and in the course of the employment of the unit member and shall be accepted by the San Mateo County Schools Insurance Group or its investigative representative as a bona fide injury or illness arising out of and in the course of employment.

- b. Allowable leave shall be not more than ninety (90) days during which the schools of the district are required to be in session.
 - c. Allowable leave shall not be accumulated from year to year.
 - d. The leave under these rules and regulations shall commence on the first day of absence.
 - e. When a person is absent from duties because of industrial accident or illness, they shall be paid such portion of the salary due for any month in which absence occurs which, when added to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall result in a payment of not more than full salary.
 - f. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
 - g. 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 them for the same illness or injury.
 - h. During the paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received for industrial accident or illness. The district, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
 - i. The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the district.
3. Jury Duty/Subpoena Leave
- a. When unit members are called to jury duty, the district agrees to grant leave of absence without loss of pay to the unit member for the time the unit member is required to perform jury duty. Unit members must inform the district of serving date(s) upon receiving the notice from officers of the court. Unit members who teach evening classes are excused from work under these rules.
 - b. Unit members will be granted a leave not to exceed two (2) days per year for an absence from duties in response to a subpoena in matters not related to organization activities or union activities against an employer. If the unit member is paid for responding to a subpoena, they must endorse the check for testifying to the district.
 - c. Absence due to jury summons or subpoena shall not be deducted from sick leave except as noted in b above.
4. Sick Leave
- a. Unit members shall receive sick leave hours each year for injury/illness calculated by the number of contracted hours multiplied by two (2). Unused sick leave days shall be fully accumulative from year to year. All unused sick leave will be calculated for retirement, pursuant to the State Teachers' Retirement System formula.
 - b. For the first contract, newly employed unit members shall receive the equivalent of one (1) year's sick days for injury/illness on the first day of service.
 - c. Unit members may apply on appropriate district forms for personal necessity leave which will be charged to annual sick leave and limited to six (6) days per year. Such leaves shall be granted for the following reasons:
 - i. Extension of a regularly granted bereavement leave.
 - ii. Absence caused by illness or accident involving a unit member's person or property.
 - iii. Absence caused by a court appearance as a litigant or subpoena.
 - iv. Serious and/or critical illness of a member of a unit member's immediate family.
 - v. Four (4) of these six (6) personal necessity leave days may be used as personal business days with prior notification given to the supervisor.
 - d. When a support service unit member's absence is expected to exceed ten (10) working days, a qualified substitute shall be hired to perform the duties of the absent individual.

B. MATERNITY/PATERNITY/FAMILY-RELATED LEAVES

1. Pregnancy Disability Leave

- a. The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- b. Unit members on maternity leave, as required by the unit member's physician, shall receive half (0.5) of their regular daily rate and district paid benefits for each day of absence for the length of time this is considered a normal medical necessity unless the unit member chooses to use sick leave for all or a portion of this time and then the leave is at full pay.
- c. Any unit member shall have the right to utilize sick leave provided for in section A.4. above and the benefits provided by the Education Code Section 44977 (five (5) months extended leave) for absences necessitated by pregnancy, miscarriage, childbirth, and recovery.
- d. When sick leave and extended sick leave referred to in 1.c. above is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (2.b. below) or leave under the California Family Rights Act (2.c. below).

2. Child Bonding Leave

- a. Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Such leave runs concurrently with the twelve (12) week leave period provided by the CFRA.
- b. For birth mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
- c. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
- d. Pursuant to Education Code section 44977.5, if a unit member exhausts their earned and accumulated sick leave (Education Code section 44978) prior to expiration of the twelve (12) week child bonding leave, they shall be compensated at no less than 50 percent of their regular salary for the remaining portion of the twelve (12) work week period.
- e. The twelve (12) week child bonding period provided by Education Code section 44977.5 is separate and distinct from extended sick leave provided by Education Code section 44977.
- f. Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- g. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
- h. Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, unit members must have completed one (1) year (twelve (12) months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve (12) months) period.

3. Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- a. Unit members who have completed one (1) year (twelve (12) months) of service for the District and at least 1,250 hours of service during the previous one (1) year (twelve (12) months) period, have the right to an unpaid leave of absence for up to twelve (12) work weeks within a rolling twelve (12) month period for the purpose of the unit member's own serious health condition, caring for a new baby, a newly

adopted baby, or a newly placed foster child or for a child, spouse, grandparent, grandchild, sibling, or parent with a serious health condition. This leave may be taken intermittently. This leave includes the days of paid personal necessity leave pursuant to this Article.

- b. Unit members who are otherwise eligible for but who are employed for less than six (6) hours per day or less than 1,250 hours per year shall be entitled to family care leave but without the district-paid benefit contribution provided in g. below. This leave represents the minimum available unpaid leave. The unit member may request additional unpaid leave under Article XXV. Family Care and Medical Leave shall run concurrently with the aforementioned leaves.
- c. Family leave under this section shall be unpaid unless it is taken pursuant to section 2.a. (pregnancy disability), 2.b. (child bonding [if the unit member elects to exhaust their earned and accumulated sick leave]), above or is taken due to the unit member's own serious health condition.
- d. The unit member's earned and accumulated sick leave (Education Code section 44978) and extended sick leave (Education Code section 44977) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the unit member's own serious health condition, other than pregnancy disability.
- e. When extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.
- f. There is no carry-over of unused FMLA/CFRA leave from one (1) twelve (12) month period to the next twelve (12) month period.
- g. "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, a domestic partner's child, or a child of a person standing in loco parentis or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- h. If both parents of a child who are entitled to family care leave under 3.a. above are employed by the District, they shall each be entitled to twelve (12) weeks of leave in connection with the birth, adoption, or foster care of a child.
- i. Family care is an unpaid leave of absence. The district contribution toward all group benefits shall be maintained for the duration of the leave not to exceed twelve (12) work weeks in one (1) year. The district may recover the premiums paid for the unit member during the leave if the unit member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition beyond the control of the unit member.
- j. Entitlement to Family Care and Medical Leave for the purposes of the unit member's own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leave taken pursuant to Article XI LEAVES. A unit member may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of family care leave for the purpose of caring for the new baby; however, the district is not obligated to continue its contribution toward health benefits for more than twelve (12) work weeks.
- k. The unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice.
- l. If verification is required by the District to validate the serious illness of the child, spouse or parent, the District may accept medical verification by the treating health professional.

4. Child Rearing Leave

- a. A unit member may request up to a one (1) year leave of absence for the purpose of rearing their natural or adopted child. If the unit member is eligible, the first twelve (12) weeks will be covered by Family Care

and Medical Leave and the remaining forty (40) weeks of leave will be without either pay or district-paid fringe benefits. If the unit member is not eligible for Family Care and Medical Leave, the requested leave of absence will be without either pay or district-paid fringe benefits.

- b. A unit member who is a natural or adopting parent may receive a leave without either pay or district-paid benefits; the leave may remain in effect until the end of the school year following the birth or adoption of the child.
- c. A unit member who is a natural or adopting parent may be granted up to ten (10) days of unpaid leave, beyond that leave which could be considered personal necessity leave, for the purpose of caring for the needs of the child and/or the mother.
- d. Extension of a child care leave shall be granted for an additional semester/year without either pay or district-paid fringe benefits. A valid medical reason from a medical doctor shall be submitted at the time of the request.

- 5. Legal Rights: It is an unlawful employment practice to refuse to hire or employ a pregnant person or to refuse to select them for a training program leading to employment, or to bar or discharge them from employment unless based on bona fide occupational qualifications.

C. UNPAID LEAVES

1. General Provisions

- a. A unit member requesting an unpaid leave of absence shall request such a leave in writing to the superintendent, stating the purpose and length of the leave. Normally, such a request should be submitted at least twenty (20) working days prior to the commencement of such a leave.
- b. Upon recommendation of the superintendent and with the approval of the board of trustees, leave without compensation, increment, seniority or tenure credit may be granted for a period not to exceed one (1) school year. However, the district may consider an extension based on the merit of the request and/or the needs of the district. In addition, an unit member on a semester and/or a year unpaid leave of absence shall notify the district personnel office by December 1 and/or April 1 as to an intent to return to employment in the district. Failure to so notify the district at least twenty (20) working days before the end of the final quarter of leave may be deemed to be refusal to obey reasonable rules of the district.
- c. Unit members may continue health and/or dental benefits in force as annually contracted by the district by making payments themselves subject to any provisions and/or restrictions imposed by the insurance carriers. Payment in advance for said benefits shall be forwarded to the district in three (3) month increments.

2. Legislative Leave

Every person employed by the district as a permanent employee in a position requiring certification qualifications, who is elected/appointed to a full-time State or Federal legislative position shall be granted an unpaid leave of absence from their duties as an employee of the district by the board of trustees.

3. Medical Leave

A unit member shall have the right upon request and application to a one- year medical leave for physical or psychological problems. Such leave shall be unpaid unless the unit member qualifies for compensation under the disability programs. In the event the school district and the unit member are in disagreement over the terms of granting such a leave, the unit member may elect to be evaluated by a mutually agreed upon doctor. If the school district and the unit member cannot agree on a doctor, the parties shall request the San Mateo County Medical Society to appoint a doctor for such evaluation. The union may represent the unit member at the unit member's request at all levels of this provision.

4. Military Leave

- a. Military Leave of absence shall be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring military duty.

- b. A unit member who qualified for military leave of absence under provisions of law, upon application, shall be granted such leave. Any salary increment which would have accrued automatically to such unit member had such leave not been taken, shall so accrue and shall become available when said unit member returns to service.
 - c. Except as required by law for active duty, military leave may be granted only if the applicant attests in writing that:
 - i. Active duty for training is required for the unit member in a military program.
 - ii. Active duty for training cannot be performed at any time other than when school is in session.
 - iii. If military leave is granted, a copy of the order verifying inclusive dates of the leave must be filed with the superintendent.
5. Opportunity Leave
- a. An opportunity leave is a leave of absence without either pay or district paid fringe benefits which may be granted to a tenured unit member to accept a position with another employer to acquire experience and knowledge in the unit member's field of study.
 - b. The opportunity leave shall not exceed one (1) year in duration, but may be extended by the board of trustees.
 - c. The unit member returning from opportunity leave shall be placed in their original position if it exists.
6. Organization Leave
- To fulfill the responsibilities of representing their members, employee organizations may request in any one (1) school year a maximum leave of three (3) quarters for two (2) members designated by the employee organization chairperson/president. Such leaves shall be granted at no cost to the district.
7. Parenting Leave
- a. The district shall grant leaves of absence from duty for unit members for pregnancy, miscarriage, and childbirth.
 - b. The length of the leave (including starting and ending dates) shall be determined and verified by the unit member's physician.
 - c. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from shall be considered temporary disabilities and shall be treated as such by the district's health, disability and sick leave plans.
 - d. The district shall grant leaves with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as other leaves for illness, injury, or disability.
 - e. Any unit member shall have the right to utilize sick leave provided for in the Education Code Section 44978 (ten days) and the benefits provided by the Education Code Section 44977 (five (5) months extended leave) for absences necessitated by pregnancy, miscarriage, childbirth, and recovery. (Note: Does not cover child care; See 2. Family Care Leave.)
 - f. It is an unlawful employment practice to refuse to hire or employ a pregnant person or to refuse to select her for a training program leading to employment, or to bar or discharge her from employment unless based on a bona fide occupational qualification.

ARTICLE XII HEALTH AND WELFARE BENEFITS

A. HEALTH PLAN

- 1. The district agrees to provide the unit members, eligible dependents and registered domestic partners with an agreed upon health plan or plans with vision care for their selection.
- 2. The Parties agree that effective July 1, 2018, \$550k to maintain the current unit members' health and welfare benefit contribution rates in 2018-19, to current unit members as of the effective date of this agreement.

3. Medical coverage for agreed upon health plans for full-time unit members, eligible dependents and registered domestic partners. Those teaching fourteen (14) hours but less than full-time may receive prorated benefit coverage as allowed by the carrier.
 - a. Domestic Partners Eligibility

Unit members and partners are not related by blood or marriage. Neither unit member nor partner are married to another person. Both partners are at least eighteen (18) years of age. Both partners have signed under penalty of perjury a declaration of domestic partnership. Both partners have signed an affidavit declaring they share a common residence. Both partners have signed an affidavit declaring they share responsibility for basic living expenses incurred during the domestic partnership. Unit members must report to the Payroll/Benefits Department dissolution of domestic partnership. This report is to be made in a timely manner, and no later than the end of the month following the dissolution of the partnership. A dissolution will be treated as equivalent to divorce for benefits purposes.

 - i. The children of a domestic partner are not eligible for coverage unless they have been adopted by the unit member or the unit member is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.
 - ii. Please note that there are IRS reporting requirements that may impact the unit member's income tax. Neither the Personnel Office nor the Payroll Department is permitted to give tax advice.
4. Dental coverage with an annual maximum of \$2,500 coverage for full-time unit members, eligible dependents and registered domestic partners. Those teaching fourteen (14) hours but less than full time may receive prorated benefit coverage if coverage is in effect by October 31, 1992. The District will self-fund the dental coverage between \$1,500 and \$2,500. Unit members must submit claims directly to the District for payment of annual dental costs between \$1,500 and \$2,500.
 - a. Domestic Partners Eligibility

For eligibility for District benefits, Domestic Partners must be legally registered with the State of California. Domestic Partners who have registered with JUHSD prior to January 26, 2006, shall continue to be eligible under the rules of the preceding contract for the remainder of this section.

 - i. The children of a domestic partner are not eligible for coverage unless they have been adopted by the unit member or the unit member is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.
 - ii. Please note that there are IRS reporting requirements that may impact the unit member's income tax. Neither the Personnel Office nor the Payroll Department is permitted to give tax advice.
5. \$50,000 life insurance for full-time unit members.
6. Long term disability insurance for full-time unit members (who have worked full time within the district for two (2) consecutive years). Coverage shall be for two thirds ($\frac{2}{3}$) salary up to \$80,000 annually for both illness and accident.
 - a. When a unit member is absent because of illness or accident and has used all sick leave, that unit member will receive one half pay until eligible for LTD payments.
 - b. Unit members are eligible for long term disability payments when all sick leave has been exhausted and they have been absent for ninety (90) calendar days due to illness or accident as verified by a physician.
 - c. The district will continue district-paid benefits for any unit member with less than ten (10) years' service in this district for a period of six (6) months. Unit members who have ten (10) or more years' service shall receive district-paid benefits for ten (10) years if they are Medicare eligible and seven (7) years if not.
 - d. Professional liability up to \$5,000,000 for all unit members.

B. WORKERS COMPENSATION

In the event of an industrial accident or injury, a unit member may choose to seek medical care from the doctor of their choice if, as per Labor Code 4600, the unit member has preselected that doctor or medical group in writing and has submitted this pre-selection to the district prior to the industrial accident.

C. MEDICAL REIMBURSEMENT PLAN

1. The district agrees to implement an Internal Revenue Code (IRC)/Section 125 Flexible Benefit Plan. Participation in the medical reimbursement plan is voluntary at a cost to the unit member of no more than the actual administrative cost to the district a month. IRC regulations supersede if any item stated here is in conflict with this code.
2. Unit members may elect to designate up to the limit established by current law per year to be withheld from their pay as non-taxable income and placed in trust for reimbursement of health costs.
3. The district will ensure that forms for enrolling in this program are made available to all unit members wishing to participate.
4. It is the unit members' responsibility to see that the appropriate reimbursement form is submitted to the administrator of this plan for all health costs.
5. Reimbursable items shall be defined by the administrator of the plan and made available to all unit members.
6. As per the Tax Reform Act of 1984, if a unit member does not incur sufficient expenses to "zero out" their account at the end of the year, the excess money reverts to the district. Any excess funds will be used to defray the district and unit member administrative costs for the following Plan year. The district will retain twenty percent (20%) and the remaining eighty percent (80%) will be used to reduce (on an equal basis) each participant's administrative costs.
7. A unit member has three (3) months from the last day of the Plan year to seek reimbursement provided the expense was incurred within the Plan's fiscal year.

D. DEPENDENT CARE ASSISTANCE PROGRAM

1. This plan is also implemented with the IRC Section 125 in the same manner as the Medical Reimbursement Plan and is voluntary. IRC regulations supersede if any item stated here conflicts with the government code.
2. Unit members may designate up to \$5,000 a year to be withheld from their pay as non-taxable income to pay for the expenses of care for a dependent.
3. Because this plan is governed by federal laws, a dependent is defined as: children under thirteen (13); a disabled spouse, relative or household member who is a dependent of the unit member for at least one half of their support and spends eight (8) hours a day at home.
4. If the unit member's spouse is disabled or is a full-time student for at least five (5) months a year, the maximum dependent care reimbursement is: \$200 a month with one (1) dependent and \$400 a month with two (2) or more dependents.
5. Expenses for this program include: Nursery schools, kindergartens and day-care centers serving six (6) or more children as well as home care baby sitters (state license not required); Dependent care centers providing day care for dependent adults (not residential care); and Payments to related children age nineteen (19) or older by calendar year end, not claimed as dependents.
6. The district will ensure that each unit member has the opportunity to enroll in this plan.

E. CASH-IN-LIEU

Unit members hired before January 1, 2019, may elect to withdraw from the district health plan and receive at the end of the school year one (1) annual stipend of \$1,750 minus the mandatory employer contributions to STRS pursuant to AB 2700, provided that the unit member has an alternate medical coverage that is not purchased from an exchange and meets the requirements of minimum essential coverage under the Affordable Care Act. The unit member must elect to withdraw by December 1, 2018. The unit member shall be required to provide acceptable evidence of such medical coverage and fill out a medical opt-out cash back attestation form on an annual basis.

Unit members who are hired on or after January 1, 2019, and unit members who have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit described above. All unit members are able to withdraw from the district health plan at any time but will be unable to receive the stipend.

ARTICLE XIII RETIREMENT

A. RETIREMENT BENEFITS

1. Unit members must enroll in Medicare A and B when they qualify for Medicare. After ten (10) years of continuous, full-time service, or for those hired in 08-09 and thereafter with fifteen (15) years of continuous, full-time service in the Jefferson Union High School District, a unit member may retire any time after the end of the school year in which the unit member reaches the age of fifty-five (55), or at the age of fifty (50) to fifty-five (55) with thirty (30) years STRS credit, and will continue to receive district-paid health benefits for self and eligible dependents for a period of ten (10) years, up to age seventy-five (75), if they enroll in Parts A and B of Medicare by their upon becoming eligible for Medicare and enrolls in the health carrier's Medicare plan. The retiree's spouse/registered domestic partner must also enroll in Parts A and B of Medicare by their upon becoming eligible for Medicare and enroll in their health insurance carrier's Medicare plan to maintain district-paid health benefits for the ten (10) year period, or until the retiree's benefits end. It is the retiree's responsibility to notify the District Office prior to Medicare eligibility to guarantee this additional benefit beyond age 65. Dental benefits will be paid for retiree and eligible dependents for a period of seven (7) years up to age seventy (70), whichever occurs first. All new unit members hired by the district after the ratification of the 2009/10 contract, once retired, will pay into their benefits at the same rate as active unit members.
2. Cash In Lieu -Unit members retiring before July 1, 2019, may elect to withdraw from the district health plan and receive at the end of the school year one annual stipend of \$1,750 minus any required tax withholding, provided that the unit member has an alternate medical coverage that meets the requirements of minimum essential coverage under the Affordable Care Act. The unit member must elect to withdraw by December 1, 2018. The retired unit member shall be required to provide acceptable evidence of such medical coverage. New retirees retiring on or after July 1, 2019, and current retirees that have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit as described above. New retirees retiring on or after July 1, 2019, and current retirees that have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit as described above.
3. Reimbursement - Reimbursement of the cost of medical benefits shall be provided for those retirees who move out of all district carrier HMO service areas currently covered by the district's health plans. In no case shall the benefit for any retiree exceed the dollar amount paid for the highest costing coverage of any retiree residing quarterly basis for the actual cost of replacement insurance upon verification of actual expenses.
4. Retiring unit members and their spouses or registered domestic partners may enroll in health or dental benefits due to AB 528 legislation within thirty (30) days of losing active unit member coverage. If retired unit members' spouses or registered domestic partners do not enroll in the health or dental care plans during this initial enrollment period, or drop coverage after their initial enrollment, the district is not obligated to offer another opportunity to enroll. However, if retired members or their spouses or domestic partners lose other coverage and can provide documentation of that loss, they shall be allowed to enroll in the health or dental plan if they do so within thirty one (31) days of losing their coverage. Unit members who become disabled and receive disability benefits from CalSTRS are eligible to enroll if the disability is a result of injuries that are a direct consequence of a violent act. The enrollee is responsible to pay the entire cost of the premium.
5. Benefits for Surviving Spouse - See Article X Salary, Section F.

B. EARLY RETIREMENT

After ten (10) years of continuous full-time unit member service (twenty four (24) hours or more) in the Jefferson Union High School District beginning at age fifty-five (55) years, a unit member shall be eligible for the early retirement program described below:

1. Unit members electing this program will serve one hundred fifty (150) hours per year as a consultant in activities mutually agreed upon by the unit member and the employer. Such activities shall be in the best interest of the educational program of the district. Both parties shall mutually agree to the tasks to be performed and to the evaluation criteria to be used. Such agreement shall be placed in writing. These policies are included for informational purposes only. Once a unit member elects a retirement program, the individual is no longer a unit member. Therefore, these policies are not grievable.
2. The employer's commitment to the unit member choosing this program will be for a period of five (5) years or to age sixty-five (65) years whichever comes first. This agreement will be extended from year to year by mutual consent of the parties pursuant to the successful completion of the agreement, not to exceed five (5) consecutive years or to age sixty-five (65) whichever comes first.
3. If a unit member was enrolled in district-paid medical and dental insurance, the unit member shall continue to receive full district-paid medical and dental fringe benefits as provided other unit members in the district.
4. Pay will be established as \$5,000 per year for one hundred fifty (150) hours of service.
5. Unit members who elect the early retirement program shall submit their request to the superintendent by March 1.
6. Consultant activities may include, but are not limited to, demonstration teaching, orienting and providing aid to new unit members, performing research, updating curriculum guides and other learning materials and/or special studies in a specific subject area. Consultant duties shall not include any clerical duties, supervisory duties or substitute teaching. Consultants shall not participate in evaluations of certificated personnel.
7. Consultant services may be performed at any mutually arranged time during the year from July 1 to June 30 of the following year.
8. The retiree will submit to the superintendent monthly a request for payment for consultant services rendered during that month.

ARTICLE XIV PROFESSIONAL RIGHTS

- A. Tenured, full-time unit members presently employed in the district that are qualified by certification and experience in the subject area(s) shall be considered for open day school positions equally with other Day certificated unit members.
- B. Day certificated unit members presently employed in the district who are qualified by experience and/or certification in the subject area(s) shall receive priority consideration for summer school positions and for Adult School positions provided that the existing Adult School unit members are not displaced.
- C. Paraprofessionals shall be assigned with the unit member's consent. The paraprofessionals shall work under the direct supervision of the unit members. Paraprofessionals shall not perform teaching duties.
- D. No unit member shall be required under penalty of reduction of salary to pursue studies beyond those required to obtain professional status.
- E. The district agrees that the union has the right to consult on curriculum and materials of instruction. The union shall designate representatives to meet with management monthly as appropriate.
- F. Specially equipped rooms such as shops, home economics rooms, typing rooms, science labs, etc., shall be used for the purposes for which they were designed and equipped except where no other facilities are available.
- G. A professional library section shall be established at the district adult school office.
- H. An up-to-date seniority list shall be maintained by the employer. A copy of each shall be shared via district email or shared electronic drive to all unit members and the union by October 15 of each year and available upon request.

- I. The employer will maintain the instructional supplies, technology equipment, and software at a level consistent with the recommendations from the district and site technology committees.
- J. Unit members may name the substitute of their choice from the adult substitute list and will notify the adult school office of their choice. The adult substitute list shall be accessible to each unit member and updated periodically. The district shall replace the absent unit members with the named substitute whenever possible. All unit members will be given a procedure for securing a substitute that gives the number to phone during what hours.
- K. All unit members will have the use of clean, well-maintained restrooms.
- L. The employer agrees to provide mailboxes for unit members by department.
- M. Every effort shall be made by the administration to program a student's classes in such a manner to challenge the academic potential of each student.
- N. Each student receiving on-campus credit shall be assigned to a member of the bargaining unit at that school.
- O. During the hours the facilities are open, unit members shall have reasonable access to the copier, typewriters, computers and peripheral equipment before, during and following school hours.
- P. DISCIPLINE
 - 1. Unit members shall not be disciplined without cause.
 - 2. Unit members may request (and be provided with) a union representative at any disciplinary meeting.
 - 3. The following just cause guidelines shall be recognized:
 - a. Unit members shall be adequately informed of the consequences of their conduct.
 - b. The district's rules, regulations and policies shall be reasonable and related to the efficient operation of the district.
 - c. A fair and objective investigation shall reveal the necessity for disciplinary action.
 - d. Rules, orders and penalties shall be applied fairly and equitably.
 - e. Disciplinary action shall be appropriate and reasonably related to the nature of the offense.
 - f. Behavior of such a nature requiring immediate action shall follow appropriate board policies and education code.
 - g. The principal/director/designee shall meet with the unit member to discuss the act(s) or omission(s). The principal/director/designee shall advise the unit member of the steps to be taken to correct the act(s) or omission(s).
 - h. If the unit member does not correct their conduct, a written reprimand may be issued.
 - i. The discipline shall be administered in a timely manner.
 - j. The unit member shall be permitted to respond in writing within 5 days of any discipline action.

ARTICLE XV ACADEMIC FREEDOM

- A. Unit members shall have the right to introduce, present, discuss and analyze controversial material in class consistent with the course content. Unit members shall have the responsibility to present all sides of a controversy. If outside speakers are brought in to discuss a controversial subject, unit members shall bring in outside speakers from opposing sides in an effort to enable students to respect free speech in a democratic society.
- B. Unit members shall have the right to express their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the employer.
- C. The classroom unit member is responsible for the evaluation of students' work, the selection of appropriate learning materials, consistent with the course of study as they relate to course content in the presentation of materials to students, and the planning of lessons.
- D. The classroom unit member is responsible for the awarding of grades when appropriate, according to the provisions of the State Education Code.

ARTICLE XVI EVALUATION PROCEDURES

A. GENERAL PROVISIONS see Appendix C for forms

1. The primary purpose of evaluation of unit members is to promote a more effective instructional program/program in a continuing process. The primary purpose of the written evaluation procedure of unit members is to improve instruction/programs. The evaluation of certificated personnel is a continuing process. Certificated personnel with permanent status in the district shall be evaluated in writing every other year. Probationary and temporary personnel shall be evaluated in writing annually. Pursuant to Chapter 566, amending California Education Code 44500 and 44664, highly qualified unit members who have served the District for 10 or more years and whose previous evaluation rated the unit member as meeting or exceeding standards shall be evaluated every four (4) years. Principals/directors/designees reserve the right to notify unit members of an interim evaluation.
2. Interim Evaluation
Those areas to be re-evaluated shall be enumerated in writing and given to the unit member. Interim evaluations shall be called for when:
 - a. The regular evaluation was deemed unsatisfactory by the principal/director/designee, or
 - b. The unit member requests an interim evaluation.
3. Permanent certificated personnel to be evaluated (regular or interim) in a given school year shall be so informed by the principal/director/designee. The unit member shall be provided with copies of the adult division goals, objectives, and job descriptions.

B. PROCEDURES

1. The evaluation shall be conducted by the principal/director/designee. Although portions of the evaluation may be delegated to other administrators, the principal or director is ultimately responsible for the final written evaluation summary which shall bear their signature.
2. A conference shall be held between the principal/director/designee and unit member to reach agreement upon goals/objectives in specific subject areas and/or classes, duties and responsibilities of the unit member and mechanics/procedures of data gathering. During this conference the unit member shall have the right to request that a specific class be observed as part of the evaluation process. Sources of evaluative data may include the following:
 - a. Specific means of assessing student progress.
 - b. Observation. Conferences following observations shall take place no later than five (5) working days thereafter.
 - c. Self-evaluation.
 - d. Other sources for evaluative data as mutually agreed upon by the principal/director/designee and the unit member.
3. Evaluation summaries shall be completed sixty (60) calendar days before the end of the school year.
4. All evaluation of performance shall be done within the context of the instructional program(s) and the performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be assigned by the board of trustees and agreed to on the Initial Conference Form.
5. It shall be the responsibility of the principal/director/designee to provide whatever additional assistance is needed to allow the unit member a chance to improve possible deficiencies noted in the evaluation. All data collected during the observation process shall be made available to the unit member within five (5) working days.
6. Information used for purposes of unit member evaluation shall be the result of direct, first-hand knowledge on the part of the principal/director/designee. If mutually agreed, the following electronic equipment may be used by the unit member and principal/director/designee in the process of the unit member's self-evaluation: tape recorder, TV monitoring equipment and other electronic devices.

7. Observed behavior, which is to be used by the principal/director/designee as part of the evaluation process, that was not obtained during a formal observation must be brought to the attention of the unit member within five (5) working days.
8. Each unit member has the right to make a written response to any evaluative material. This response shall be filed with the material in question and attached thereto.
9. Evaluation procedures of temporary/probationary unit members shall not utilize "down-grading" methods to show later improvement.

ARTICLE XVII STAFFING

- A. The employer will make every effort to continue to employ unit members according to the provisions of the State Education Code.
- B. In the event decreasing enrollment necessitates lay-off, the district shall abide by the State Education Code except where unit members have the same number of hours. In these cases lay-off shall be inverse seniority. All such procedures shall be consistent with the provisions of the contract.
- C. The district shall make an effort to actively recruit qualified applicants in fields where there are few candidates prior to actual openings. When openings are known, the district will begin recruitment immediately from the first date of the known vacancy.

ARTICLE XVIII ASSIGNMENT PROCEDURES

- A. In order to assure consideration, applications for adult school assignments shall be made at least eighteen (18) days prior to the beginning of the semester.
- B. Tentative assignments for the new instructional periods (semesters, etc.) shall be made one month prior to the start of the new instructional period. Unit members who cannot accept an assignment for any reason shall notify the principal/director/designee of the adult division in writing no later than seven (7) days prior to the start of the semester so that a suitable replacement can be made for the assignment. If the employee is unable to notify the principal/director/designee seven (7) days prior to the start of the semester, the position may be filled and the employee will have the option of taking a leave of absence or resigning. Continuance of assignment is based on sufficient enrollment and attendance of students.
- C. Unit member assignment in activity classes, i.e., science, industrial arts, fine arts, homemaking, librarian, and special education will be offered first to host school personnel.
- D. In order to assure that students are taught by unit members working within their areas of competence, teaching assignments shall be based upon their certification, major/minor fields of study, prior teaching and/or work experience, seniority, and demonstrated teaching skills.
- E. If unit members apply for day school positions, they shall be notified during the year of all openings for which they qualify. Applications shall be held for one year.
- F. Open adult school hours shall be offered to qualified unit members in the order of seniority before other unit members are hired.
- G. When open positions become available, permanent unit members who have not yet acquired full-time status, twenty four (24) hours a week, will be given first consideration. Next in priority will be full-time permanent unit members who have not yet acquired thirty (30) hours a week for full-time retirement credits.
 1. If a full time unit member's hours are involuntarily reduced from full-time to part-time status as a result of budget reduction, priority will be to reinstate that employee to full-time status.
 2. If full time unit members' hours are reduced from thirty (30) or more to a lesser amount, but retaining twenty-fours (24) hours or more, priority will be to reinstate hours to the previous level before other permanent part time faculty members are given full time status.

3. After the above section is accomplished, open positions (hours) which become available will be offered to permanent unit members who have not yet acquired full-time status, twenty-four (24) hours a week. Next in priority will be full-time permanent unit members who have not yet acquired thirty (30) hours a week for full-time retirement credits.
- H. A unit member's assigned classes will not be changed from semester to semester as long as those classes still exist unless there is a demonstrated need to make assignment changes. When such a need exists, all unit members in that program and adult school administration will meet to collaboratively form a new schedule.
- I. When a unit member is granted a leave without pay, their regular assignment will be filled on a temporary basis unless there is to be a reduction in total hours available within the adult program in which the unit member on leave teaches. In this case, that unit member's assignment may be split up to give other unit members hours as needed to maintain their regular number of assigned hours.
- J. An individual returning from a leave without pay may lose hours if total hours within the adult school program in which that unit member teaches have been reduced, but otherwise shall be returned to the number of hours previously held before going on leave.
- K. If an individual who was a full time unit member does not return from leave, their full time position will be advertised and filled as a full time position.
- L. Any opportunities for additional work (over seven (7) hours) which arise (and are not described elsewhere in this agreement) shall be announced in writing via email to all unit members. Unit members shall have at least five (5) days to demonstrate their interest in performing the additional work. The administration shall make the final decision in selecting the most qualified candidate. Additional duties performed under this section may be paid a stipend or their regular hourly rate as appropriate. Such additional duties shall not become part of a unit member's regular work assignment.

ARTICLE XIX MAXIMUM/MINIMUM CLASS SIZE LIMITATIONS

- A. The minimum class size for mandated classes shall be sixteen (16). If by the end of the second week the class size minimum is not reached, the class may be canceled. If during the semester, the class size of one or more classes drops below sixteen (16) for two weeks, some or all of those classes may be curtailed or canceled.
- B. Fee based classes should have a minimum of sixteen (16) paid participants by the end of the second class meeting. In the event the number of students is less than sixteen (16), the class may be canceled or the instructor and the students may be given the option of continuing for a lesser number of meetings.

ARTICLE XX POSITIONAL CHANGES WITHIN THE UNIT

- A. All certificated full-time vacancies resulting in a vertical change shall be posted via district email or shared electronic drive to all employees and the union. Vacancies short of full-time shall be posted via district email or shared electronic drive to all employees and the union. Unit members must apply for the vacancy within five (5) week days of the first day of posting. The position shall be offered to qualified persons within the district.
- B. Vertical changes shall include those full-time positions paying a salary differential and/or full-time positions which are appointed to coordinate programs. Such positions shall include counselors. These procedures shall apply to any newly created positions.
- C. Said notice of such vacancy shall clearly set forth the qualifications for the position, job duties and the date by which the unit member must file the application.
- D. Applications shall be considered in the following priority:
 1. Certification and/or teaching experience in the area related to the open position.
 2. Seniority as defined in this agreement.
 3. Work experience in the area related.
 4. Rankings from interviews.

5. Applicable course work.
- E. Applicants who are not accepted shall be informed by the superintendent in writing, specifying the reasons and providing information which will help the unit members in their professional competence so that they may become eligible for consideration at a future time.

ARTICLE XXI LABOR-MANAGEMENT COLLABORATION*

- A. Both the Union and the District acknowledge that it is in the best interest of all stakeholders when Labor and Management engage in a collaborative working relationship. To that end, both parties agree to adopt and support the following infrastructure at the District-wide and Site levels to foster regular, productive interaction between representatives of the Union and District.
- B. It is understood that this committee is not meant to infringe on matters involving management rights or to discuss matters outside of the scope of contractual and/or labor issues.

1. District Labor-Management Council

The Union and District shall establish a District Labor-Management Council. Labor shall be represented by up to four (4) members, including the AFT 1481 President and Vice President and any designees appointed by AFT. Management shall be represented by up to four (4) members, including the Superintendent and any designees appointed by the superintendent. The number of members may be altered by mutual agreement.

- a. The Council shall meet for the following purposes:
 - i. To develop and support clear lines of two-way communication between the District Office and AFT leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
 - ii. To engage in consultation as needed regarding contractual matters
 - iii. To provide feedback to improve Labor-Management collaboration and relations.
- b. The Council shall meet once a month, with normal allowances for any rescheduling needs.
- c. Agendas and minutes shall be accessible to unit members. Each side will alternate taking minutes for the meeting. Both District and AFT leadership will have the opportunity to review minutes prior to distribution to all stakeholders.

2. Site Labor-Management Meetings

The Union and District shall establish Site Labor-Management Meetings. Labor shall be represented by all Building Representatives, including AFT 1481 Certificated and Classified Site Representatives (and Alternate Representatives) or any site designees appointed by AFT 1481. Management shall be represented by at most four (4) members, including the Principal and/or any designees appointed by the Principal.

- a. Site Labor-Management meetings shall have the following purposes:
 - i. To develop and support clear lines of two-way communication between the District Office and site leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
 - ii. To engage in consultation as needed regarding matters of concern to site administrators and/or unit members.
 - iii. To provide feedback to the Labor Management Council to improve collaboration and relations.
- b. The Meetings shall occur at least five (5) times a year, for up to (1) hour outside of the instructional day, with normal allowances for any rescheduling needs.

ARTICLE XXII GRIEVANCE PROCEDURES*

- A. DEFINITIONS/PURPOSE

The purpose of this procedure is to resolve grievances or problems at the lowest possible level.

1. Grievance - A claim upon an event or condition which affects the obligations or circumstances under which a unit member works, allegedly caused by misinterpretation or inequitable application of that established policy which specifically affects a provision of this agreement or the terms of this contract.
2. Grievant - An individual, group, or organization having a grievance.
3. Day - A "day" is any day in which the unit member is required to be in attendance.

B. REPRESENTATION

1. A unit member may be represented at Steps 1, 2, or 3 of the grievance procedure by themselves, a representative of their choice, or at their option by a representative elected by the union. After Step 3, the unit member must have the concurrence of the union to proceed to Step 4.
2. If a unit member is not represented by the union, the union shall have the right to be in an observer role unless otherwise requested by the unit member.
3. The unit member shall have the right to be represented by legal counsel if deemed necessary at any step in the procedure provided the unit member notifies the district at least two (2) days in advance that they will be represented by legal counsel.

C. GENERAL PROVISIONS

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or director, the grievance shall be submitted in writing to the superintendent and the processing of such grievance shall be commenced at Step 2.
2. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.
3. Failure by the administration to adhere to a decision deadline shall mean the grievance shall proceed to the next step. Failure of the unit member or union to adhere to the submission deadline shall mean the unit member waives any right to further appeal. Failure on the part of the unit member, the unit member's representatives, and/or the union to meet the time provisions so designated in this agreement shall render the grievance null and void; however, nothing prohibits the parties from extending the dates by mutual agreement.
4. When it is necessary for a representative designated by the exclusive representative to represent a unit member in a conference with a management person, the representatives shall be released without loss of pay for a reasonable length of time. The notice for release time shall be made at least one day in advance. The superintendent and the union president shall mutually agree upon the release time.
5. The request for release time shall be made to the superintendent at least one (1) day in advance. The representative shall have the right to visit the appropriate district sites to confer with the appropriate district employees covered by the provisions of this agreement during their duty-free time. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of their immediate supervisor.
6. In the event that more than twenty (20) grievances are under process at any one time and/or more than six (6) grievances, are in process at any one step above the informal level, the union agrees to meet with management for the purpose of waiving time limits and they shall establish a reasonable time schedule for the orderly processing of such grievances.

D. PROCEDURE

First Submission - Informal - Any unit member shall first discuss the grievance informally with the principal/director/designee, whether directly or accompanied by the union representative, with the objective of solving the matter. This meeting shall take place within fifteen (15) days following the act or condition, or from that date from which the unit member could have reasonably expected to have knowledge of the act or condition which is the basis for the grievance. The meeting with the principal/director/designee shall take place within ten (10) days of the unit member's request for such a meeting.

Step 1 Formal Submission

If the grievance is not settled to the satisfaction of the unit member in the informal process, the grievance shall be presented in writing to the principal/director/designee within ten (10) days of the informal meeting. The written grievance shall include:

- a. names, dates and places necessary for a complete understanding of the grievance;
- b. a listing of the provisions of the agreement which are alleged to have been violated or misapplied;
- c. a listing of the reasons why the original resolution of the problem is unacceptable; and
- d. a listing of specific sections requested which would remedy the grievance.

Within ten (10) days after the receipt of the written grievance, the principal/director/designee shall communicate their decision in writing together with the supporting reasons. The principal/director/designee shall furnish one (1) copy to the grievant and one (1) copy to the union.

Step 2 Appeal to Superintendent

If the grievance is not resolved satisfactorily at Step 1, the grievant and/or the union may appeal within ten (10) days to the superintendent. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step 1. For any grievance originating at Step 2 as a result of action or inaction on the part of the member of the administration at a level above a school principal or director, the grievant or the Union must submit a formal grievance in writing to the Superintendent within ten (10) days following the act or condition, or from the date from which the grievant could have reasonably been expected to have knowledge of the act or condition which is the basis for the grievance.

- a. Within ten (10) days after receipt of the appeal the superintendent shall hold a meeting on the grievance upon request.
- b. The grievant, the grievant's representative, and/or the union shall be given at least two (2) days notice of the meeting.
- c. Within ten (10) days after the meeting on the appeal, the superintendent shall communicate their decision in writing, together with the supporting reasons, to the grievant, the grievant's representative and/or the union.

Step 3 Appeal to Board

If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) days in writing to the Board of Trustees. If the appeal is received not later than 12:00 Noon of the Tuesday preceding the date of a regularly scheduled meeting, the grievant and/or representative may present their case to the Board of Trustees in open and/or in closed session.

Step 4 Submission to Arbitration

If the grievance is not resolved satisfactorily at Step 3, the grievant with the concurrence of the union, within ten (10) days after a decision by the Board of Trustees, may submit the grievance to advisory arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall initially be ruled upon by the arbitrator and, at the arbitrator's discretion, such ruling may be reserved until the merits of the grievance have been heard.

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) days, the State Mediation and Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one (1) name remains. Further, each party shall have the right to reject the entire list.
- b. The arbitrator shall hold a hearing as soon as reasonably possible following their appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within ten (10) days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth their findings of facts, reasons, and conclusions on the issues submitted. If the arbitrator determines that additional time for their decision is necessary, the arbitrator shall have discretion to issue such decisions within a reasonable period of time. The arbitrator shall be without power or authority to make any decision which requires the commission of any act

prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages or fringe benefits or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties their findings and recommendations which shall be advisory in nature.

- c. 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.
- d. Fees and expenses of the arbitrator shall be shared equally by the employer and the exclusive representative. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses called by the other. If any grievance meeting or hearing shall be conducted during the school day, any employee required by either party to participate as witness or grievant in such a meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. The superintendent and the union president shall mutually agree on the amount of release time and the number of witnesses to be released at any one time.
- e. If the arbitrator rules against the Board of Trustees and the board does not comply with the ruling, the district will pay all costs of the arbitrator.
- f. Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expenses of such individual shall be paid by the requesting party or shared by the parties if they both mutually agree.
- g. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants as designed in this agreement.

Step 5 Board Action

Upon consideration of the arbitrator's advice, the board shall take action on the grievance and shall render its final decision by no later than the next regularly scheduled board meeting provided the arbitrator's ruling is received in time to be on the board agenda and providing that copies of the arbitrator's decision have been given to the board members in sufficient time to permit the board members to review the decision. In the event that copies of the arbitrator's decisions have not been provided to the board members at least three (3) days in advance of the regularly scheduled board meeting, the board may delay taking action on the grievance until the second regularly scheduled board meeting following the arbitrator's decision.

ARTICLE XXIII EFFECT OF AGREEMENT*

- A. The district and the exclusive representative mutually agree that the terms and conditions set forth in the provisions of this contract represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing (or by a procedure expressly allowing same stated in the contract).
- B. The district and the exclusive representative also mutually agree that this contract shall be in full settlement of all issues which were the subject of collective bargaining between the parties. It is further agreed that none of such issues shall be subject to collective bargaining or the grievance procedure during the term of this contract unless by mutual consent in writing or by a procedure expressly allowing same stated in this contract.
- C. The district agrees not to change or institute any policy which would result in a reduction of rights or benefits as provided by this agreement or be inconsistent with the provisions of this agreement.

ARTICLE XXIV NO STRIKE CLAUSE*

The union agrees not to engage in, sanction, support or encourage a work stoppage, strike, sympathy strike or similar actions within the district during the terms of this agreement.

ARTICLE XXV SAVINGS CLAUSE*

Should any article, section or portion thereof of this agreement be held unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; and the remainder of this agreement shall continue in full force and effect. Upon issuance of such a decision, the parties agree to commence, within ten (10) working days, negotiations on a replacement for the invalidated article, section or portion thereof.

ARTICLE XXVI JOINT COMMITTEES*

Upon mutual agreement, the parties agree to create joint committees to enter into Memorandums of Understanding (MOUs) and/or Side Letters.

ARTICLE XXVII REOPENERS*

The Parties agree to the following reopeners for 22-23 and 23-24: Salary and Benefits articles and two (2) non-monetary articles for each year.

ARTICLE XXVIII DURATION*

This agreement and each of its provisions are binding and effective as of January 25, 2022 and shall continue in full force and effect until June 30, 2024.